

STATE OF SOUTH CAROLINA )  
COUNTY OF DORCHESTER )  
BRANDEE NICOLE BUSSER )  
Appellant, )  
v. )  
PAT E. HARRELL, )  
Respondent. )

IN THE COURT OF COMMON PLEAS  
FOR THE FIRST JUDICIAL CIRCUIT

CASE NO.: 2018-CP-18-01002

ORDER  
**RECEIVED**  
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SC Court of Appeals

THIS MATTER COMES BEFORE THE COURT following a bench trial held on May 10, 2018, in the Magistrate Court for Dorchester County where Judge Katrina L. Patton presided. This Court heard the Appellant's appeal on Monday, August 13, 2018. Present before this court were the Appellant, Brandee Busser represented by Attorney James D. Gandy, III and the Respondent, Ms. Pat E. Harrell who represented herself *pro-se*.

**Factual Background**

Respondent filed her complaint on February 16, 2018, seeking repayment for a loan allegedly made to Appellant, in the amount of \$3,900.00. Respondent sought a judgment for this amount, together with court costs of \$80.00, totaling \$3,980.00. Appellant was served on February 27, 2018, and thereafter filed her answer on March 28, 2018, denying any agreement with the Respondent. The Appellant filed no supporting documents in support of her answer. Neither party requested a jury trial, either in writing or orally. After testimony by both parties, the Magistrate Court ordered a judgment in the amount of \$3,980.00.

In the pleadings, the Appellant asserts that the Magistrate Court erred in its judgment on the following grounds:

- 1.) The Magistrate failed to consider that the Appellant did not sign the promissory note that was admitted into evidence.
- 2.) The Magistrate failed to consider that the purported amount of the promissory note was not supported by the evidence submitted at trial.
- 3.) The Magistrate failed to consider that, according to the terms of the promissory note, Appellant was not in default when Respondent brought suit.

### Law and Analysis

As to the first ground, the Appellant asserts that the Magistrate failed to consider that the Appellant did not sign the promissory note that was admitted into evidence. “A contract is an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct.” *Rushing v. McKinney*, 370 S.C. 280, 633 S.E.2d 917 (2006). “For a contract to arise, there must be an offer, an acceptance, and a meeting of the minds of the parties involved.” *Id.* The Magistrate Court first addressed if there was evidence of an existence of an agreement that could be classified as a contract or promissory note. The Magistrate Court found that the Respondent met her burden of proof. Further, “Any mere written promise to pay money unconditionally, is a promissory note; therefore a paper, signed by defendant, stating, that he had received a certain sum from the plaintiff which he would return when called for; or a paper acknowledging, that the defendant had borrowed a certain sum of the plaintiff, is a promissory note”. *Woodfolk v. Leslie*, 2 Nott & McC. 585, 11 S.C.L. 585 (1820). In the Magistrate Court’s conclusion of law, the Court considered the Promissory Note entered into evidence stating, “the signatures on the Promissory Note and Busser’s answer look strikingly similar”. Therefore, based on the evidence presented, this Court finds that there has been no error of law or evidence of prejudice regarding this claim.

As to the second ground, the Magistrate failed to consider that the purported amount of the promissory note was not supported by the evidence submitted at trial. First, the Court decided that there were no reliable sources to negate the amount on the promissory note via oral testimony. Second, the Appellant did not introduce into evidence, any physical documents that contradicted the amount on the promissory note. Third, during her testimony, the Appellant stated that, “she never knew anything about a TitleMax loan”. However, the Magistrate Court then notes that she admitted that she was present when Harrell completed the transaction – though she stayed in the back seat. Fourth, the Appellant is correct in citing that the purported amount of the promissory note was not supported by the evidence submitted at trial. The amount that was submitted for recovery by the Respondent was more than the amounts discussed in oral testimony. The amount cited in the pleading was \$3,900.00 and with court costs \$3,980.00. In oral testimony, “Harrell used her own vehicle as collateral when taking out a loan at the TitleMax facility. Harrell received, \$3,600.00. The car’s value was \$1,500.00; in addition Harrell testified that she additionally gave Busser approximately \$2,300.00 in cash for the registration, insurance, and installation of a

mandatory interlock device". The total amount through testimony is \$3,800.00. With court costs the total amount is \$3,880.00. Therefore, based on the evidence presented, this Court finds that there has been no error of law regarding this claim. Only an error in calculation of the repayment.

As to the third ground, the Magistrate failed to consider that, according to the terms of the promissory note, Appellant was not in default when Respondent brought suit. Court documents show that the Respondent filed her complaint on February 16, 2018, against the Appellant. The promissory note entered into evidence shows a final due date for payment in full on or before February 10, 2018. The Respondent's suit was filed six (6) days after the promissory note was due to be paid in full. Therefore, based on the evidence presented, this Court finds that there has been no error of law regarding this claim.

There have been no errors in law and only one error in the calculation of the amount to be recovered by the Respondent. The amount is \$3,880.00 and not \$3,980.00.

It is hereby ORDERED, ADJUDGED, AND DECREED that the decision of the Magistrate Court be AFFIRMED IN PART and MODIFIED IN PART to reflect the change in the amount of money to be recovered by the Respondent. The judgment amount for the Respondent is \$3,880.00.

Judge Edgar Dickson  
Presiding Judge  
Dorchester County



Dorchester Common Pleas

**Case Caption:** Brandee Nicole Busser VS Pat E Harrell

**Case Number:** 2018CP1801002

**Type:** Order/Other

So Ordered

s/ Edgar W. Dickson #2153

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