IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Larry B. Hyman, Circuit Court Judge

Case No. 2016-CP-26-1961
Appellate Case No. 2018-000852

S. Scott Porter, Individually and as Co-Trustee of the Stanley S. Scott Porter Trust UA dated January 2, 1991, a member of Peaceful Lane MHP, LLC .....Respondent,

v.

Kenneth Hucks, Individually and as a member and formerly designated manager of Peaceful Lane MHP, LLC .....Appellant.

FINAL BRIEF OF RESPONDENT

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3. THE TRIAL COURT DID NOT ERR IN ADMITTING HEARSAY EVIDENCE, AS SUCH EVIDENCE WAS ADMISSIBLE PURSUANT TO THE BUSINESS RECORDS EXCEPTION AND WAS NOT OFFERED FOR THE TRUTH OF THE MATTER ASSERTED.

STATEMENT OF THE CASE

On March 21, 2016 Respondent commenced the action against Appellant in the Horry County Court of Common Pleas. This is a breach of contract case, stemming from a Note in which Appellant promised to pay Respondent and failed to do so.

On October 26, 2016, Appellant filed a Motion for Summary Judgment stating that Respondent's claims were barred by the applicable statute of limitations. On February 17, 2017 Respondent filed a Memorandum In Opposition of Appellant's Motion for Summary Judgment and, on February 27, 2017, filed a Supplemental Memorandum stating, among other things, that Respondent timely filed this action to collect all additional monies remaining due within the three year statute of limitation allowed under S.C. Code Ann. §15-3-530 from the date Respondent moved forward with taking ownership of Appellant's 50% interest in Peaceful Lane Mobile Home Park, LLC ("PLMHP") on March 31, 2014, all in compliance with the terms and conditions of the Note.

Appellant's Summary Judgment motion was heard before The Honorable Benjamin H. Culbertson on February 27, 2017. Upon review of the Memorandums submitted to the Court and hearing oral arguments from both parties, Judge Culbertson denied Appellant's motion.

The trial of this action was held on February 20 – February 21, 2018 before The Honorable Larry B. Hyman. At the end of the trial, the jury unanimously found in favor of the Respondent in the amount of $218,000.00.

On March 2, 2018, Appellant filed a Motion for Judgment Notwithstanding the Verdict or, In the Alternative, For New Trial alleging that (1) Respondent failed to present admissible evidence relating to the damages he suffered; (2) evidence presented failed to meet the burden necessary to prevail in the action; and (3) Respondent failed to present evidence his claim was not

barred by the statute of limitations and, therefore, Appellant renewed his Rule 50 Motion for Judgment.

On March 8, 2018, Respondent filed his Memorandum in Opposition to Appellant's Motion for Judgment Notwithstanding the Verdict or, In the Alternative, For New Trial.

On April 23, 2018, Judge Hyman signed an Order Denying Appellant's Motion for Judgment Notwithstanding the Verdict or, In the Alternative, For New Trial. This appeal followed.

STATEMENT OF THE FACTS

On May 26, 2011, a Note was entered between Respondent and Appellant based upon an outstanding debt owed to Respondent by Appellant together with additional money Respondent agreed to loan to him. (R. pp. 287-292) This Note was secured by Appellant's pledge of his 50% interest in PLMHP, which he owned 50/50 with Respondent.

This Note was a demand note, not a typical promissory note with a beginning and an end date, in which Respondent could demand payment at any time without being subject to the typical contractual provisions found in a promissory note.

Appellant made only one payment on the note but, over the next few years, continually induced Respondent to delay demanding payment on the Note and/or taking his 50% interest in PLMHP which he had pledged as collateral on the Note. Appellant repeatedly assured Respondent that he would pay the loan and interest as soon as he sold some of his assets and would send Appellant documentation as to these assets including his Apache Family Campground stock, interest in Hucks Limited Partnership, and Conway National Bank stock.

Respondent, believing Appellant's assurances, agreed to deferment on the Note. However, after enduring multiple failed promises by Appellant to repay the Note, Respondent began the process of taking control of Appellant's 50% interest in PLMHP. This process was successfully completed on March 31, 2014, however, Appellant still owed additional money on the Note at that time, including interest. Further, the valuation of Appellant's 50% interest in PLMHP became clouded as a result of Appellant losing all PLMHP accounting and bank records prior to September 2012, failing to deposit funds from the sales of some PLMHP's mobile homes, missing rental income, and other issues.

On March 21, 2016, Respondent filed this action, designated as Civil Action Number 2016-CP-26-1961, to collect all monies remaining due on the demand promissory note, including interest, and to determine the valuation of Appellant's 50% PLMHP interest that Respondent took control of on or about March 31, 2014.

STANDARD OF REVIEW

The standard of review for an appeal of an action at law tried by a jury is restricted to corrections of errors of law. A factual finding of the jury will not be disturbed unless there is no evidence which reasonably supports the findings of the jury. *Townes Associates, Ltd. v. City of Greenville*, 266 S.C. 81, 221 S.E. (2d) 773 (1976).

ARGUMENT

I. THE TRIAL COURT PROPERLY CHARGED THE JURY ON THE LAW REGARDING THE STATUTE OF LIMITATIONS AND MORE SPECIFICALLY THE TOLLING OF THE STATUTE OF LIMITATIONS REGARDING A BREACH OF CONTRACT CLAIM, AND THEREFORE THE TRIAL COURT DID NOT ERR IN DENYING APPELLANT'S MOTION FOR A JUDGMENT NOTWITHSTANDING THE VERDICT OR A NEW TRIAL.

Respondent agrees with Appellant that the applicable statute of limitations involving contracts is prescribed by S.C. Code Ann. § 15-3-530, which provides for a three-year statute of limitations for actions accruing on or after April 5, 1988. Respondent also agrees with Appellant that a court looks to the contract terms in determining when the cause of action accrues, and in this case the cause of action accrued upon the Appellant's failure to pay date. However, Respondent and Appellant disagree about whether the statute was properly tolled, and therefore disagree that Respondent's case is barred by the statute of limitations. Respondent and Appellant also disagree about whether the issue of tolling the statute of limitations is a legal question, to be decided by the lower court, or a factual determination that should be decided by the Jury. Respondent contends that the trial court properly charged the jury as to the law regarding the statute of limitations in South Carolina as it pertains to a breach of contract, and properly allowed the jury to decide the factual questions as to whether the statute of limitations was tolled based on the actions of the parties. As such, the lower court's ruling should be affirmed pursuant to a Rule 220 (c), SCACR opinion.

As stated above, in a breach of contract case, S.C. Code Ann. § 15-3-530, provides for a three-year statute of limitations, the contract terms to determine accrual. In this case, the statute began to accrue upon Appellant's failure to pay date. All parties agree that Appellant did not bring this action within three years of his first failure to pay date in September 2011. However, the

analysis does not end there. S.C. Code Ann. § 15-3-120 provides that an acknowledgement or promise contained in a writing signed by the party to be charged is considered sufficient evidence of a new or continuing contract so as to remove the case from the operation of the statute of limitations. Further, any payment of principal or interest is considered equivalent to a written promise. Under South Carolina law, it is not necessary in order to toll the running the statute of limitation, that such payment be in actual money. An agreement between the payee and maker to apply as a credit of goods delivered by the maker to the payee or services rendered to him, is sufficient for the purpose of interrupting the running of the statute of limitations. Any alleged payment must be shown to have been made with the knowledge and consent of the parties or that they about the time of the entry intended such credits as payments upon the claim or note.

As such, Respondent asserted that although he did not bring this case within three years of the September 2011 default date, the statute was tolled due to Appellant's continuing negotiations and promises to pay Respondent, and most specifically, Appellant giving Respondent a 50% interest in PLMHP, as payment on the monies owed to him pursuant to their contract.

Appellant has asserted that the 50% ownership interest in PLMHP, that was pledged by him as collateral, was not done so voluntarily and instead was essentially a taking, and therefore said payment does not toll the statute of limitations, and as such Respondent is barred from bringing this action. Appellant contends this is a matter of law and therefore should not have been an issue decided upon by the jury. Appellant made this argument in his motion for Summary Judgment, which the lower court denied, finding that there existed an issue of material fact as to the statute of limitations, because whether the statute of limitations was tolled depends on a factual determination as to whether there was a voluntary acknowledgement of the 50% interest being transferred to Respondent.

Again, at trial, Appellant argued via directed verdict this very issue, as to the tolling of the statute of limitations. The trial court denied the motion for directed verdict finding there was evidence in the record for a jury to find that the Appellant acquiesced or agreed to this 50% interest going to Respondent, and therefore could find that such event tolled the statute of limitations. That was the proper decision, and the trial court made no error in letting the Jury decide this factual determination. Now, on appeal, Appellant has asserted that the trial court erred by applying the wrong evidentiary standard in holding that "any evidence" that supports a finding that the collateral was taken and applied against the debt with the acquiescence of the Appellant is all that is required. This argument is misleading because there are two different standards involved in this. First, there is the evidentiary standard to survive a motion for a directed verdict, and second the evidentiary standard required to show that a payment or a promise to pay was acquiesced or voluntary. On a motion for directed verdict, the Appellate Court will reverse the trial court only when there is no evidence to support the ruling below. *Creech v. South Carolina Wildlife and Marine Resources Dep't,* 328 S.C. 24, 491 S.E.2d 571 (1997). The Appellate Court will not disturb a trial court's decision granting or denying a new trial unless that decision is wholly unsupported by the evidence or the court's conclusions of law have been controlled by an error of law. *South Carolina Dep't of Highways and Pub. Transp. v. E.S.I. Investments,* 332 S.C. 490, 505 S.E.2d 593 (1998); *Craven v. Cunningham,* 292 S.C. 441, 357 S.E.2d 23 (1987).

Here, the trial court found that there was evidence in the record to support Respondent's assertion that the statute had been tolled by the action of the parties, and therefore properly denied Appellant's motion for a directed verdict. Likewise, the Appellate Court in reviewing the lower court's decision must find that there was no evidence to support his ruling in order to reverse it. Clearly, there is sufficient evidence in the record to support the lower court's decision to allow the

issue of the tolling of the statute of limitations to be decided upon by the jury. In ruling on motions for directed verdict or judgment notwithstanding the verdict, the trial court is required to view the evidence and the inferences that reasonably can be drawn therefrom in the light most favorable to the party opposing the motions. The trial court must deny the motions when the evidence yields more than one inference, or when its inference is in doubt. *Steinke v. South Carolina Dep't of Labor, Licensing & Reg.*, 336 S.C. 373, 386, 520 S.E.2d 142, 148 (1999). If the evidence as a whole is susceptible of more than one reasonable inference, a jury issue is created, and the motion should have been denied. *Jinks v. Richland County,* 355 S.C. 341, 345, 585 S.E.2d 281, 283 (2003); *Adams v. G.J. Creel Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995). In deciding whether to grant or deny a directed verdict motion, the trial court is concerned only with the existence or nonexistence of evidence. *Pond Place Partners, Inc. v. Poole,* 351 S.C. 1, 15, 567 S.E.2d 881, 888 (Ct.App.2002).

This Court will reverse only where there is no evidence to support the trial court's ruling, or where the ruling was controlled by an error of law. *Clark v. S.C. Dep't of Public Safety,* 362 S.C. 377, 382-83, 608 S.E.2d 573, 576 (2005); *Steinke v. S.C. Dep't of Labor, Licensing Regulation,* 336 S.C. 373, 386, 520 S.E.2d 142, 148 (1999); *Abu-Shawareb v. S.C. State Univ.*, 364 S.C. 358, 613 S.E.2d 757 (Ct.App.2005); *Welch v. Epstein,* 342 S.C. 279, 300, 536 S.E.2d 408, 418 (Ct.App.2000). Essentially, this Court must resolve whether it would be reasonably conceivable to have a verdict for a party opposing the motion under the facts as liberally construed in the opposing party's favor. *Harvey v. Strickland,* 350 S.C. 303, 309, 566 S.E.2d 529, 532 (2002); *Hanahan v. Simpson,* 326 S.C. 140, 149, 485 S.E.2d 903, 908 (1997).

The Respondent testified about the continuing nature of Appellant's promise to pay, about their agreement that Respondent would relieve Appellant of his debt obligations to Cónway

National bank in exchange for 50% interest in PLMHP company, and an e-mail signifying this agreement, as well. (R. pp. 293-294) As such, the lower court did not err in denying Appellant's motion for directed verdict.

Appellant did not properly preserve for appeal his new argument that an "unqualified and unequivocal admission of the debt is shown through evidence that is unambiguous and full is required to toll the statute. The Court and both attorneys spent a good amount of time devoted to formulating the jury charges. At no point did Appellant request this particular language to be included in the jury charge. Nor at any point did he argue this issue before the lower court. As such, this issue was not raised and ruled upon by the trial Judge and therefore was not properly preserved, and it is not properly before the Appellate Court, therefore this Court should affirm the lower court's ruling in a Rule 220 (c), SCACR Opinion. To preserve an issue for review there must be a contemporaneous objection that is ruled upon by the trial court. *State v. Johnson,* 324 S.C. 38, 41, 476 S.E.2d 681, 682 (1996). The objection should be addressed to the trial court in a sufficiently specific manner that brings attention to the exact error. *State v. Prioleau,* 345 S.C. 404, 411, 548 S.E.2d 213, 216 (2001). If a party fails to properly object, the party is procedurally barred from raising the issue on appeal. *State v. Pauling,* 322 S.C. 95, 99, 470 S.E.2d 106, 109 (1996).

In addition, Appellant's attorney agreed to the specific language that would be included in the jury charge with respect to the statute of limitations. The attorney's main point of disagreement was over including the word "voluntary" or "acquiesced" with respect to the payment and the lower court took both attorney's request and included both the word "voluntary" and "acquiesced." As such, Appellant's attorney did not properly preserve the statute of limitations issue for appeal. While he argued the issue many times in the form of a summary judgment motion and a directed verdict motion, he ultimately came to an agreement with the Court as to the language that would

be in the jury charges, and therefore did not form a specific and proper contemporaneous objection to the jury charge regarding the statute of limitations. Moreover, Appellant's attorney seems to concede that the jury is not likely to find that the statute of limitations had run. (R. p. 229)

Appellant's argument fails on several grounds: First, it was not properly preserved and can be disposed of in a Rule 220 (c), SCACR type opinion based on lack of preservation. Second, even if this Court finds that it was properly preserved, this Court should still affirm the lower court because the trial Judge did not err in denying Appellant's motion for directed verdict or in allowing the Jury to determine whether the statute was tolled by the actions of the parties.

II. THIS CASE DOES NOT INVOLVE THE UCC, NOR WAS EITHER PARTY REQUIRED TO FOLLOW THE UCC GUIDELINES, AND THEREFORE THE TRIAL COURT PROPERLY CHARGED THE JURY WITH RESPECT TO THE LAW OF THE CASE, WHICH WAS BREACH OF CONTRACT.

This action involves two unsophisticated persons who were in business together owning and operating a mobile home park. They executed a simple promissory note (R. pp. 287-292) with very simple language reflecting the terms controlling their purchase of real estate and a business wherein they would own and operate mobile homes. At no point in their relationship did either party mention the Uniform Commercial Code, nor did their contract refer to or mention the Uniform Commercial Code. At no point, in his Answer, Counterclaim, or discovery did Appellant mention the Uniform Commercial Code or that he believed this transaction was subject to the UCC. Appellant's attorney first mentioned this during his motion for directed verdict.

Appellant characterizes Respondent receiving the 50% interest in PLMHP, as a "taking of collateral" that triggers the UCC and an obligation on the part of Respondent to show that if there was a commercially reasonable sale, amount recovered under that sale would have been less than the debt. Appellant made this argument during his motion for directed verdict, and the trial court properly held that there was evidence in the record to support Respondent's assertion that this was not a taking of collateral, but an agreement between two parties wherein Appellant would give Respondent his 50% interest in PLMHP, in exchange for Respondent taking on the all the debt with Conway National Bank, i.e. releasing Appellant from his obligation to Conway National Bank, and the value of Appellants 50% interest would then serve as a payment to Respondent on the outstanding monies owed to Respondent. This was not the culmination of a legal process. The 50% ownership interest was a payment towards the outstanding balance that Appellant owed to Respondent. There was certainly evidence in the record to support the jury finding that the 50%

ownership interest was voluntarily given to Respondent by Appellant in return for Respondent relieving Appellant of his obligations to Conway National Bank, and that value of the 50% interest in the company was a payment from Appellant to Respondent on the outstanding debt. As such, there is no sale, and there need not be any commercially reasonable sale. It doesn't make sense that Respondent would sell Appellant's 50% interest in a business that he already owned the other 50% of. It makes sense that he would receive the 50% interest in the company, and by virtue of doing that, be the sole owner, and relieve Appellant of his obligations to Conway National Bank, and then credit Appellant for the value of the 50% interest he received from him.

As Judge Hyman stated, if Appellant was not in agreement that Respondent was to receive his 50% interest in the Company, then he would have/could have/should have instituted legal proceedings to stop him from taking over his company. Such a legal proceeding would be evidence that Respondent in fact "took" as in a "taking" of his business interest against his will. But that did not happen and that was not the testimony; the testimony supports Respondent's assertion that the 50% interest in the Company was transferred to Respondent by the consent of Appellant, and therefore the value of Appellant's 50% interest was to be a payment to Respondent towards the monies owed to him pursuant to their contract.

Appellant's UCC argument is essentially a red herring and complicates the very simple and straightforward facts of this case. The UCC, as the trial court explained, is designed to prevent collusion in the regard that the "collateral" is sold to some third party and it is sold for less than it is worth *i.e.* not in a reasonable commercial manner. There was no sale here, there was no judicial process started, there was no collusion. Neither party testified that they intended this transaction to be controlled by the Uniform Commercial Code, or even knew what that was. This is a simple breach of contract case, and therefore the lower court properly denied Appellant's motion for

directed verdict and did not err in failing to properly charge the jury with respect to the Uniform Commercial Code.

In addition, Appellant's reasoning for the necessity of the Uniform Commercial Code is based upon the statutory requirement that a sale must be commercially reasonable, or the debtor loses the ability to claim efficiency. Here, there was no sale and no judicial process begun so the statute doesn't even apply. There was nothing introduced into evidence that required Respondent to sell it. As such, the trial court properly denied Appellant's motion for directed verdict and his motion for JNOV because this case did not require a jury instruction on the Uniform Commercial Code. The trial court properly held that Appellant's counsel was welcome to argue to the Jury that Respondent breached the contract by not selling the interest. But, again, it is a decision for the Jury to make and it is not a matter of law that Respondent was required to sell this interest in a commercially reasonable manner pursuant to the UCC. The Jury found that the evidence put before it proved Respondent's claim that he took over Appellant's 50% interest in company, with the consent of Appellant, and that the value of Appellant's 50% interest would constitute a payment on the monies owed to Respondent pursuant to the contract.

III. THE TRIAL COURT DID NOT ERR IN ADMITTING HEARSAY EVIDENCE, AS SUCH EVIDENCE WAS ADMISSIBLE PURSUANT TO THE BUSINESS RECORDS EXCEPTION AND WAS NOT OFFERED FOR THE TRUTH OF THE MATTER ASSERTED. FURTHERMORE, SUCH EVIDENCE WAS CUMULATIVE AND THEREFORE EVEN IF THIS COURT FINDS IT WAS ADMITTED IN ERROR, SUCH ERROR WOULD BE HARMLESS ERROR, AS THERE WAS OTHER EVIDENCE TO SUBSTANTIATE THE JURY'S VERDICT.

Appellant contends that the trial court erroneously allowed the Respondent to put into evidence hearsay that was contained in the form of an e-mail. Appellant introduced this e-mail by handing the document to Respondent while he was on the witness stand and asking him to identify it, which he identified as an e-mail between the parties (Respondent and Appellant). It was marked Defendant's exhibit 1, without objection from Respondent's counsel. (R. p. 180, line 14-p. 182, line 7). Appellant's counsel then questioned Respondent about the e-mail and what it said. (R. p. 182, line 8-p. 183, line 6). At the close of Appellant's questioning of Respondent, Respondent's attorney specifically asked if the document had been put into evidence, and Appellant's attorney responded, "I believe I have." (R. p. 187, lines 4-7). Respondent's attorney then questioned Respondent about the e-mail and then in an abundance of caution, also moved to have it introduced into evidence as Plaintiff's exhibit 2. At this point, Appellant's counsel objected on the grounds of hearsay. (R. p. 188, lines 18-22) The trial court allowed the document finding that it was a business record between the parties and something that was discussed in the normal court of business, and therefore allowed it to be introduced into evidence. (R. p. 188, line 23-p. 189 line 2)

First, this issue is not properly before this Court. Not only did Appellant fail to make a contemporaneous objection to this document being introduced, he actually introduced it himself and, even if he did so originally for identification purposes, he stated that he believed it had been introduced into evidence. (R. p. 187, lines 4-7). Respondent's counsel, in an abundance of caution, moved to introduce it as Plaintiffs Exhibit 2 to make sure the e-mail was properly before the trial

court as evidence. Appellant's counsel cannot now come before this Court and argue that it was improperly introduced. As such, this issue was not properly preserved for review and, this Court should affirm the trial court's ruling in a Rule 220(c), SCACR style opinion on the grounds that it is not properly before this Court for review. To preserve an issue for review there must be a contemporaneous objection that is ruled upon by the trial court. *State v. Johnson,* 324 S.C. 38, 41, 476 S.E.2d 681, 682 (1996). The objection should be addressed to the trial court in a sufficiently specific manner that brings attention to the exact error. *State v. Prioleau,* 345 S.C. 404, 411, 548 S.E.2d 213, 216 (2001). If a party fails to properly object, the party is procedurally barred from raising the issue on appeal. *State v. Pauling,* 322 S.C. 95, 99, 470 S.E.2d 106, 109 (1996).

If this Court finds that it this issue was properly preserved, and reviews the merits of Appellant's argument, this Court should still affirm the trial court's ruling because (1) the document was introduced by Appellant, and Rule 106, SCRE allows the remainder of the document to come in to evidence as well; (2) the document is not hearsay because it was not offered to prove the truth of the matter asserted; (3) the document is not hearsay because it falls within an exception to hearsay as outlined in Rule 803(6), SCRE (a business record that is regularly kept in the normal course of business); and (4) even if the evidence was improperly admitted the evidence was cumulative and therefore any error was harmless.

Appellant introduced this e-mail, asked Respondent about it, asked him to read part of it, and then attempted to keep the parts of the e-mail he did not want the jury to see, from coming into evidence. Appellants cannot pick and choose parts of a document to be introduced, Rule 106, SCRE (known as the "Completeness Rule," states: when a writing, or recorded statement, or part thereof is introduced by a party, an adverse party may require the introduction at that time of any other part or any other writing or recorded statement which ought in fairness to be considered

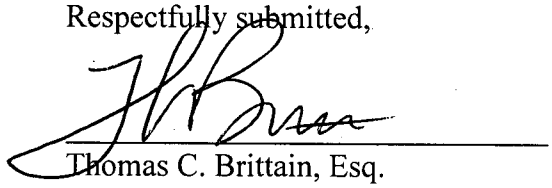
contemporaneously with it.) Furthermore, the document is not hearsay because it was not introduced by Respondent for the truth of the matter asserted; rather, it was offered on re-direct to establish how respondent reached his number of what the property was worth, how much credit Appellant was due, and what the balance was. As such, even if the e-mail was not proper evidence, the e-mail was cumulative evidence, as both Respondent and Appellant testified as to the value of the property, value of the business interest, and what amount was due and owing to respondent. Hearsay is a statement, other than one made by the declarant while testifying at trial, offered in evidence to prove the matter asserted. *State v. Johnson,* 476 S.E.2d 681 Op. No. 24457 (S.C.Sup.Ct.1996) (Davis Adv. Sh. No. 17); *Player v. Thompson,* 259 S.C. 600, 193 S.E.2d 531 (1972). Improperly admitted hearsay which is merely cumulative to other properly admitted evidence may be harmless error. *State v. Barrett,* 299 S.C. 485, 386 S.E.2d 242 (1989). Additionally, there was plenty of evidence in the record to support the jury's verdict. As such, even if it was error, it is harmless error, and should not result in a reversal and new trial, Rule 103, SCRE (stating: Effect of Erroneous Ruling. Error may not be predicated upon a ruling which admits or excludes evidence unless a substantial right of the party is affected, and (1) Objection. In case the ruling is one admitting evidence, a timely objection or motion to strike appears of record, stating the specific ground of objection, if the specific ground was not apparent from the context). Appellant contends the only logical conclusion is that the jury relied on the valuations contained in the e-mail, however, Appellant did not request any special interrogatories, therefore the jury was not asked to explain their verdict, and no one knows how or why the jury arrived at the verdict, but our lack of knowledge as to how they arrived at their verdict does not equate to an error on the part of the trial Judge. A factual finding of the jury will not be disturbed unless there is no evidence

which reasonably supports the finding. *Felder v. K-Mart Corp*, 297 S.C. 446, 448 377 S.E.2d 332, 333 (1989).

CONCLUSION

The trial court did not make any legal errors in the trial below and there was substantial evidence in the record to support the jury's decision in this matter. **THEREFORE**, the Respondent, S. Scott Porter, respectfully requests this court to affirm the Trial Court's Order.

Respectfully submitted,



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Dated: March 22, 2019

CERTIFICATE OF COUNSEL

I hereby certify that Respondent's Final Brief complies with Rule 211(b), SCACR.

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Dated: March 22, 2019