ARKANSAS COURT OF APPEALS

DIVISION IV
No. CA12-699

QUENTON SINGLETON APPELLANT V. DWIGHT WILLIAMS APPELLEE	Opinion Delivered April 10, 2013 APPEAL FROM THE PULASKI COUNTY CIRCUIT COURT, THIRD DIVISION [NO. 60 CV-2011-1523] HONORABLE JAY MOODY, JUDGE AFFIRMED

BRANDON J. HARRISON, Judge

Quenton Singleton and Dwight Williams made an oral agreement in 2001. Williams would buy cars at auctions, keep their titles, and give the cars to Singleton, who would then sell them at Singleton's used-car lot. After Singleton sold the cars, he would return Williams's auction purchase price "plus the profit or minus the loss." This arrangement rolled along until 2007, when the wheels fell off. It was then that Williams discovered that Singleton had sold, but not paid for, eleven cars that Williams had bought and provided to Singleton to sell off his lot. Singleton promised to pay Williams back several times in 2007–08, though Singleton denied, in 2009, that he owed Williams any money.

Williams eventually sued Singleton for breaching their oral agreement and for conversion. The case went to trial. At the end of a one-day bench trial in 2012, the

Pulaski County Circuit Court awarded Williams $10,500 in damages. Singleton appeals the judgment, arguing that the court mistakenly rejected his statute-of-limitations defenses and that the court's damages award was speculative and conjectural.

We review a bench-trial judgment this way: we ask whether the circuit court's findings were clearly erroneous or against the preponderance of the evidence; a finding is clearly erroneous when, although there is evidence to support it, we are left with a firm conviction that a mistake has been committed given all the evidence. *Mid-Century Ins. Co. v. Miller*, 55 Ark. App. 303, 305, 935 S.W.2d 302, 304 (1996); Ark. R. Civ. P. 52(a) (2012).

We begin with what is not before us. The circuit court found that Singleton breached his oral contract with Williams and converted Williams's cars. Singleton has not challenged the court's finding that he breached the parties' oral contract and converted Williams's property at some point in time. So the merits of Williams's two claims are not at issue here.

I. *Limitations Defense*

On appeal, Singleton does argue that the circuit court mistakenly allowed the contract claim to go forward despite a three-year time bar. *See* Ark. Code Ann. § 16-56-105(1) (Supp. 2011). No party, however, argues in any detail when Williams's contract claim did or did not accrue. The circuit court's order does not expressly recite when Williams's contract claim accrued. That threshold question, of course, determines when the limitations period began to run.

There is more uncertainty surrounding Singleton's limitations defense to the contract claim. Williams invoked the debt-acknowledgment tolling doctrine. *See Still v. Perroni Law Firm*, 2011 Ark. 447, at 8, 385 S.W.3d 182, 186. The essence of this argument is that Singleton acknowledged his debt to Williams after Williams provided the last car to Singleton, and the acknowledgement began a new limitations period on the contract claim. Singleton disputed the tolling doctrine's applicability. For our part, we lack the necessary information to fairly decide whether the doctrine was actually applied. The court's order states that Singleton denied that he owed any money to Williams in a July 2009 letter, but the court did not make an express ruling on the tolling doctrine's applicability from the bench or in the written order. Because there is no specific ruling by the circuit court on this aspect of Singleton's limitation defense to Williams's breach-of-contract claim, it is not preserved. *Hanks v. Sneed*, 366 Ark. 371, 235 S.W.3d 883 (2006) (An appellate court will not consider issues when there is no specific ruling by the trial court.).

To the extent Singleton intended to appeal a rejection of his limitations defense to Williams's conversion claim, we hold that he has not adequately developed that issue either. We have no specific argument on when the three-year statute of limitations began to run on the conversion claim because Singleton never argued (in the circuit court or here) when a conversion claim accrued under Arkansas law given this case's facts. The circuit court did not provide any fact-based rulings on point either. Singleton cited to the applicable statute in his appellate brief, but more is required. Given the parties' years-long course of conduct, and the circuit court's silence, we could not adequately review the

defense without finding facts, which we will not do. We therefore decline to address the second limitations argument to the extent Singleton has asked us to do so. *See Drone v. State*, 303 Ark. 607, 798 S.W.2d 434 (1990) (Objections and questions left unresolved are waived and may not be relied upon on appeal.).

II. *Damages*

Though he sought between $32,000 and $39,000 at trial, Williams has not cross appealed the circuit court's $10,500 award. So we limit our damages discussion to Singleton's contention that the court's award "does not appear possible on the evidence presented." We disagree. Generally speaking, damages for a breach of contract place the injured party in the same position as if the contract had not been breached. Damages must arise from compensable acts of the breaching party, and the judgment must relate to the damages proved at trial. *Dawson v. Temps Plus, Inc.*, 337 Ark. 247, 258, 987 S.W.2d 722, 728 (1999). Singleton is correct that speculation and conjecture cannot supplant proof. *Vowell v. Fairfield Bay Cmty. Club, Inc.*, 346 Ark. 270, 278, 58 S.W.3d 324, 330 (2001). Here, however, the record amply supports the court's award. At trial, Williams presented documentary evidence and testimony that Singleton owed him between $32,000 and $39,000. The circuit court believed Singleton's, not Williams's, account of the parties' agreement. That's why it reduced Williams's damages request of $32,000–$39,000 to $10,500. No reversible error occurred when the court awarded $10,500 to Williams.

Affirmed.
GLADWIN, C.J., and WHITEAKER, J., agree.
Jesse *W. Thompson*, for appellant.

Ryan C. Allen, for appellee.