

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

Robert F. Goorey,

Plaintiff,

v.

Deborah A. Goorey and Shawn Goorey,

Defendants.

IN THE COURT OF COMMON PLEAS

SIXTEENTH JUDICIAL CIRCUIT

CASE NO.: 2021-CP-1200-157

**ORDER FOR SUMMARY
JUDGMENT**

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SC Court of Appeals

This matter was heard by the Court on June 16, 2023, on the Motion for Summary Judgment of Defendant Shawn Goorey (“Shawn”), pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Appearing on behalf of Shawn was Joe’Terrious Neal. Appearing on behalf of Plaintiff Robert Goorey (“Plaintiff”) was John Martin Foster and appearing on behalf of Defendant Deborah Goorey (“Deborah”) was April Porter. The Court considered the Court records, the pleadings of record, the Memoranda and Affidavit in Support of Summary Judgment, and the arguments of counsel for Plaintiff and Shawn. For the reasons set forth below, I make the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. Plaintiff currently resides at 2519 Old Catholic Church Road, Blackstock, SC 29014, consisting of approximately 3 acres in Chester County (“Property”). Deborah, who is Plaintiff’s ex-wife, purchased the property on April 7, 2017, and is the sole title owner of the Property. Shawn is Plaintiff and Deborah’s son.

2. Plaintiff alleges that on or about January 2017, he and Shawn entered into a verbal agreement for Shawn to purchase the Property on in Shawn’s name, but to be occupied by Plaintiff

for life. Plaintiff alleges that Shawn assigned the Property to Deborah without his knowledge and Deborah titled the Property in her name.

3. No signed contract or memorandum exists between Plaintiff and Shawn that outlines the terms of the alleged agreement. Text messages between Plaintiff and Shawn show the pair discussing a tract of land that is described as 13 acres in size, considerably larger than the Property alleged in the Complaint.

4. Shawn was not a party to the purchase and sale contract for Deborah to purchase the Property and has never been listed on or claimed title to or any interest in the Property.

5. Plaintiff seeks a declaratory judgment for the Court to determine the parties' rights and interest in the Property.

CONCLUSIONS OF LAW

6. Summary judgment is appropriate when it is clear that there is no genuine issue of material fact, and that the moving party is entitled to judgment as a matter of law. *Baird v. Charleston County*, 333 S.C. 519, 511 S.E.2d 69 (1999).

7. A party seeking summary judgment must clearly establish the absence of a triable issue of material fact based upon the record presented to the court. *Stanford Fire Ins. Co. v. Marine Contracting and Towing*, 301 S.C. 418, 392 S.E.2d 460 (1990).

8. In determining whether any triable issue of fact exists, the court must view the evidence and all reasonable inferences to be drawn therefrom in a light most favorable to the nonmoving party. *Strother v. Lexington County Recreation Comm'n*, 332 S.C. 54, 504 S.E.2d 117 (1998).

9. The Statute of Frauds provides that no action shall be brought to enforce "any contract or sale of lands, tenements or hereditaments or any interest in or concerning them . . .

Unless the agreement . . . [or] memorandum or note thereof shall be in writing and signed”
S.C. Code Ann. 32 3-10(4).

10. To satisfy the Statute of Frauds, every essential element of the contract must be expressed in a writing signed by the party to be compelled. *Fici v. Koon*, 642 S.E.2d 602, 604, 372 S.C. 341 (S.C. 2007); *Speed v. Speed*, 213 S.C. 401, 49 S.E.2d 588 (1948).

11. In the context of a land sale, a description of the property must be in a signed writing; parol evidence cannot supply this essential element. *Fici*, 642 S.E.2d at 604.

12. It is undisputed that a writing exists containing the essential elements of the oral contract alleged by the Plaintiff. Plaintiff attempts to circumvent the Statute of Frauds by contending that the agreement to purchase the Property is reflected in the text messages between himself and Shawn attached to the Complaint. However, the text messages referenced by Plaintiff relate to a different property containing 13.6 acres. The Property at issue in this lawsuit contains only 3 acres. Even if Plaintiff’s allegations are taken as true and the text messages memorialize the alleged agreement, the text messages do not satisfy the Statute of Frauds because the parties never purchased the 13-acre property that is detailed in the writing.

13. In the absence of a writing sufficient to satisfy the Statute of Frauds, any oral agreement between Plaintiff and Shawn for the purchase of the Property is unenforceable and summary judgment is appropriate. *Player v. Chandler*, 299 S.C. 101, 106, 382 S.E.2d 891, 895 (1989).

Based upon the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW,

1. That summary judgment be and is hereby allowed and GRANTED in favor of Defendant Shawn Goorey against Plaintiff on Plaintiff’s cause of action for Declaratory Judgment, there being no genuine issue of material fact and Defendant Shawn Goorey being entitled to judgment as a matter of law.



Chester Common Pleas

Case Caption: Robert F Goorey VS Deborah A Goorey , defendant, et al

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Type: Order/Summary Judgment

15th Circuit Resident Judge

s/ B. Alex Hyman

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