

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF NEWBERRY

Case No. 2018-CP-36-00089

Lisa Summer Rice and Joseph F. Rice,

Plaintiffs,

vs.

Newberry Lions Club and C. Ray Amick,

Defendants.

ORDER FINDING IN FAVOR OF
DEFENDANTS NEWBERRY LIONS CLUB
AND C. RAY AMICK ON MULTIPLE CLAIMS
(not ending action)

RECEIVED

Jul 20 2023

SC Court of Appeals

This matter came before the Court for a two-day bench trial in Spartanburg County on May 31, 2022, and on June 1, 2022. Plaintiffs Lisa Summer Rice and Joseph F. Rice (“Rices”) were represented at trial by Thomas H. Pope, III, Esquire and Kyle B. Parker, Esquire.¹ Samuel M. Price Jr., Esquire represented Defendant Newberry Lions Club (“Lions Club”). Demetri “Jim” K. Koutrakos, Esquire and Harry A. Dixon, Esquire represented Defendant C. Ray Amick (“Mr. Amick”).

The Court carefully considered the evidence presented at trial, the testimony of the live witnesses, the credibility of the live witnesses, and the legal arguments made by the parties. As explained below, the Court finds no contract was formed between the Rices and the Lions Club and concludes the Rices’ claims based on the alleged contract must fail.

I. BACKGROUND AND PROCEDURAL HISTORY

This case concerns an alleged contract supposedly formed by the Rices and the Lions Club regarding property owned by the Lions Club on Lake Murray in Newberry County (“Property”). On February 20, 2018, the Rices filed this lawsuit against the Lions Club seeking specific

¹ The Court notes Mr. Parker attended the trial via video conferencing technology.

performance of the allegedly breached contract. The following day, the Rices filed a lis pendens identifying the Property. The Rices later added Mr. Amick as a defendant, and the operative Fifth Amended Complaint asserts, among other things, claims for a declaratory judgment/injunction, specific performance, and intentional interference with a contract against Mr. Amick, as well as declaratory judgment/injunction, specific performance, promissory estoppel, and breach of contract accompanied by a fraudulent act against the Lions Club, all based on the Rices' alleged contract with the Lions Club. In his Second Amended Answer to the Rices' Fifth Amended Complaint, Mr. Amick, among other things, raised as affirmative defenses the statute of frauds and his status as a bona fide purchaser for value.

In May 2019, several non-party landowners adjoining the Property filed suit against Mr. Amick alleging an easement over the Property, which action was assigned case number 2019-CP-36-00245. Mr. Amick then filed a motion to bifurcate the trial in this case and to first try the specific performance claims raised by the Rices before proceeding to the Rices' remaining claims. In October 2019, after that motion was filed but before it was ruled upon, two adjoining landowners, Claude and Melissa Schumpert, filed a suit against the Lions Club and Mr. Amick alleging claims similar to the Rices, including a claim for specific performance, with case number 2019-CP-36-00496. These three cases concerning the Property were then designated as complex by order of this Court dated December 3, 2019, with the undersigned assigned to hear all matters in the cases.

On May 22, 2020, the Court held a status conference to discuss discovery and pretrial matters. During this status conference, the parties agreed to first hold a trial on whether the Rices and/or Schumperts and the Lions Club formed a contract, or what the parties have called "the specific performance claims," raised by the Rices and Schumperts.

On July 24, 2020, this Court set an initial trial date for September 16 and 17 of 2020. The Court also set a schedule for dispositive motions with a hearing for those motions on August 27, 2020. Mr. Amick timely filed a motion for partial summary judgment in the Rices' case, to which the Rices timely filed a response in opposition. Mr. Amick also timely filed a motion to strike an expert affidavit attached to the Rices' response. Additionally, Mr. Amick timely filed a motion for summary judgment in the Schumpert case, to which the Schumperts' timely filed a response in opposition. The Court heard argument on all motions related to the specific performance issue as scheduled on August 27, 2020.

Following the hearing and before the scheduled trial, the Court granted summary judgment on the Schumperts' claims against Mr. Amick and the Lions Club related to the Schumperts' alleged contract in favor of Mr. Amick and the Lions Club.² The Court also granted the motion for partial summary judgment in favor of the Lions Club and Mr. Amick with respect to the Rices' claims based on the alleged contract with the Lions Club. Additionally, the Court granted Mr. Amick's motion to exclude expert testimony offered by the Rices.³ However, following a timely

² The Schumperts neither moved to alter, amend, or reconsider the judgment nor did they appeal this Court's order granting summary judgment to the Lions Club and Mr. Amick. The Court notes the Schumperts also raised easement claims in a separate case involving Mr. Amick and the Property.

³ The Rices objected to this ruling at trial and proffered affidavits from their expert, Professor Stephen Spitz, which were not admitted but marked for identification as Plaintiffs' Exhibits 44 and 45. The Court reiterated its ruling that expert testimony was not admissible on whether a contract was formed. Defendants also objected to the proffer of an affidavit, asserting that the proffered testimony was hearsay and a proffer required sworn testimony subject to cross examination (i.e., by deposition or live testimony). The Court notes that even if this evidence were admissible, it would not change the Court's findings of fact or conclusions of law as stated herein. In any event, the Court reiterates its ruling that the expert testimony was not admissible in this case to tell the Court the law and also holds that the proffered testimony is equally inadmissible as hearsay because it was presented by affidavit.

motion to reconsider by the Rices, the Court vacated its order granting partial summary judgment in favor of the Lions Club and Mr. Amick.

Following the order vacating the partial summary judgment order, the Court rescheduled the trial for the Rices' claims on the alleged contract for May 31, 2022, and June 1, 2022. Mr. Amick filed a motion in limine to exclude all evidence other than the letters purportedly creating the contract between the Rices and Lions Club under the statute of frauds and the parol evidence rule. Before trial, the Court heard argument on this motion and decided to hear contemporaneous objections while noting Mr. Amick's objection to the competency of evidence outside of the letters purportedly creating the contract.

At trial, the Court heard testimony from the following witnesses:

- For the Rices:
 - Joe Rice (via live testimony);
 - Claude Schumpert (via live testimony);
 - Gene Crocker (via deposition testimony);
 - Ladson Heath "Pete" Simpson (via deposition testimony); and
 - Mr. Amick (via deposition testimony).
- For Mr. Amick:
 - Joe Rice (via deposition testimony);
 - Lisa Rice (via deposition testimony);
 - Mr. Amick (via live testimony); and
 - Lisa Lee Smith, Esquire (via live testimony).
- For the Lions Club:
 - Gene Crocker (via live testimony); and
 - Ladson Heath "Pete" Simpson (via live testimony).

For the live witnesses, the Court carefully listened to the testimony, observed each witness's demeanor, and made credibility determinations. The Court also heard a number of objections over the competency and admissibility of certain evidence from Mr. Amick related to the statute of frauds and the parol evidence rule, which the Court addresses in detail below. The Court also received into evidence certain trial exhibits largely agreed to by the parties and marked as exhibits in the trial record,⁴ which have been filed with the Court. A court reporter transcribed the trial proceedings.

After the Rices' case, Mr. Amick and the Lions Club each moved for an involuntary non-suit pursuant to Rule 41(b), SCRPC. Mr. Amick moved for an involuntary nonsuit in his favor, asserting the facts in the record showed there was no contract, and in any event, Mr. Amick was a bona fide purchaser for value. The Lions Club asserted no contract was formed with the Rices. The Court did not rule on the motions, reserving a ruling until after all the evidence to address the factual findings and legal conclusions in full in this order.

The Court has now reached a decision in this case. After carefully considering the evidence presented at trial, the legal arguments from counsel, and after having carefully observed the testimony of the live witnesses, this Court finds in favor of Mr. Amick and the Lions Club on each of the Rices' claims based on the Rices' alleged contract. In accordance with Rule 52, SCRPC, the Court makes the following findings of fact and conclusions of law.

⁴ References to trial exhibits in this Order will be as follows: "Pls' Trial Ex. ___ at p. ___"; "Amick's Trial Ex. ___ at p. ___" or "Lions Club Trial Ex. ___ at p. ___." While most exhibits were undisputed, save Mr. Amick's objection to their competency under the statute of frauds and parol evidence rule, the bulk of the exhibits were offered through the Rices. Several additional exhibits were offered by Mr. Amick and the Lions Club, which exhibits were marked to identify them as "Amick" or "Lions Club" exhibits.

II. FINDINGS OF FACT⁵

In 1933, the Lions Club acquired the Property, which is located on Lake Murray in Newberry County.⁶ **Pls' Trial Exs. 8, 33,⁷ 34, 35, 36; Lions Club Trial Ex. 1.** Designated trustees of the Lions Club received a deed from Mr. Amick's grandfather for a tract that included the Property. **Lions Club Trial Ex. 1.** The Lions Club passed and recorded a resolution stating that the designated trustees could sell to Lions Club members only. **Lions Club Trial Ex. 1.** The Court finds on the record presented that there is no evidence the Lions Club ever amended the 1933 resolution requiring sales to members of the Lions Club.

Since the initial purchase, the Lions Club sold several lots now adjoining the Property to then-members of the Lions Club. Lisa Rice and Claude Schumpert both own lots that were inherited from former Lions Club members. Lisa Rice owns a lakefront lot adjoining the Property, as do the Schumperts. **Pls' Trial Exs. 33, 34, 36.** Lisa Rice and Claude Schumpert grew up in Newberry County, spent time at the Property in their childhood summers, participated in Lions Club activities on the Property, and their respective fathers were members of the Lions Club.

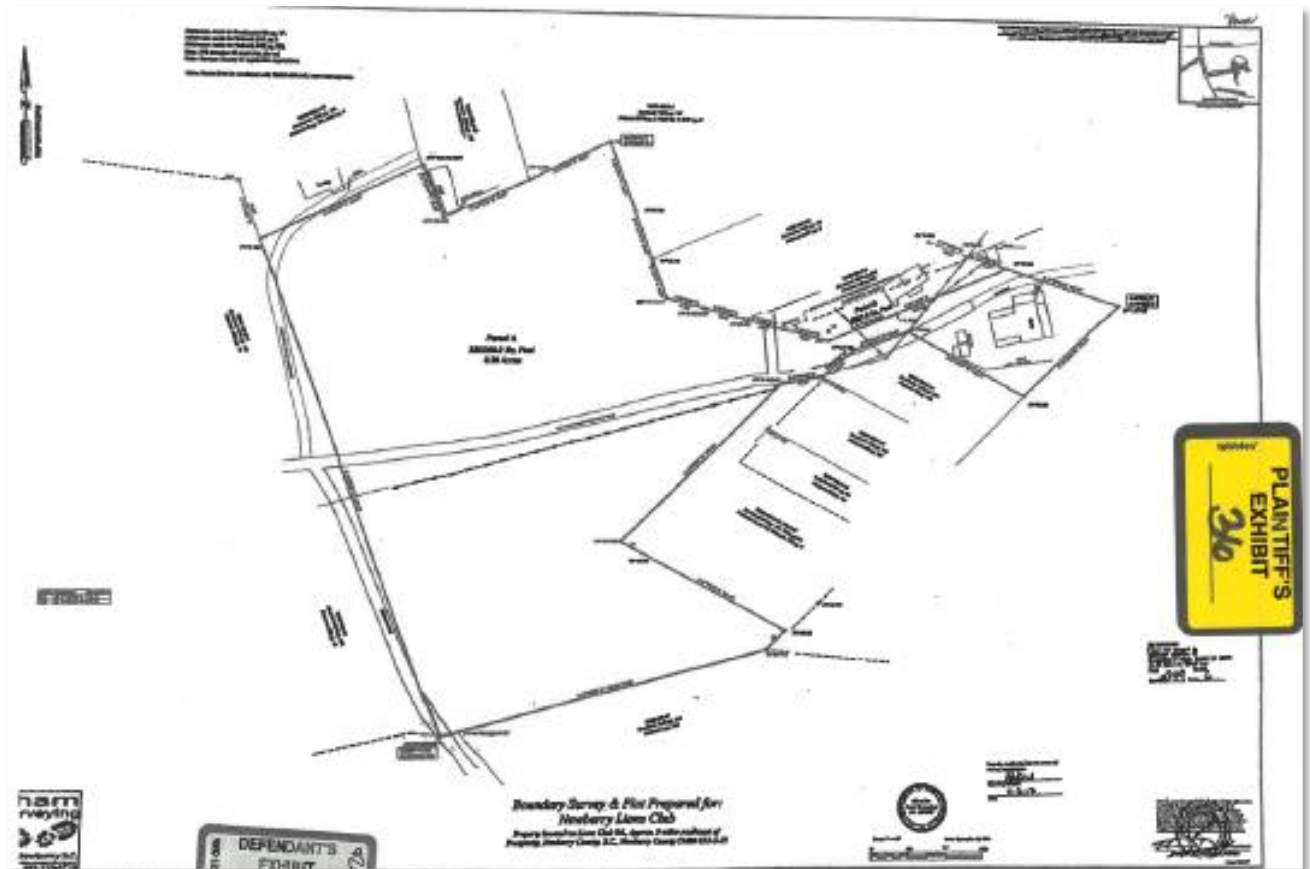
Mr. Amick owns property (other than the Property) that does not adjoin Lake Murray but which does adjoin the Property. **Pls' Trial Exs. 33, 34, 35, 36.** Mr. Amick has been an active member of the Lions Club for many years and has taken care of the clubhouse and Property for the Lions Club for many years. Mr. Amick's role with the club and with the Property were testified to at trial by Lions Club board members Gene Crocker and Pete Simpson.

⁵ Where appropriate, this Court's findings of fact shall be construed as conclusions of law and vice versa.

⁶ The Court notes the Property was part of Lexington County when the Lions Club acquired it in 1933.

⁷ The Court notes Plaintiffs' Trial exhibit 33 was admitted by consent with a redacted portion of certain items identified on the image.

The Property has a larger upland area away from Lake Murray and narrows and extends nearly to the lake, where a clubhouse sits on the point:



By 2016, the Lions Club began considering whether to sell the Property as Lions Club membership dwindled and the Property became a burden. After deciding to sell, the Lions Club sent letters in early 2017 to adjoining landowners and Lions Club members explaining that the Lions Club would be selling the Property. In pertinent part, the letter (the “Lions Club Letter”) provided:

At the present time, the Lions Club owns 5.5 acres including the club house. As with many civic clubs, the membership in the Newberry Lions Club has fallen in recent years. We no longer are able to use the club as we once used it, and the maintenance of the property has become a burden on the current members. We have reluctantly decided to offer the property for sale. *We have also decided to make the property available to those individuals whose property adjoins the Lions Club property.*

A recent plat was prepared, which we are including with this letter. Also, a recent appraisal determined a current value of \$369,000.00 for the property. The club members have decided to ask \$300,000.00 if we can make the sale without involving a realtor. If you have an interest in the property please let us know right away. We will be happy to answer any questions you might have. ***First consideration will be given to current members of the Newberry Lions Club.***

As an additional note, the presence of a septic tank and well adds value to the property. Any encroachments will have to be settled after the property is sold.

This offer is valid until June 1, 2017, at which time the property will be advertised for sale to the public.

Pls' Trial Exs. 6 & 7 (emphasis added). Lions Club members prepared the Lions Club Letter, and the Lions Club did not have assistance of counsel in preparing the Lions Club Letter.

Both the Rices and Mr. Amick received the Lions Club Letter. Mr. Amick is both an adjoining landowner and a Lions Club member, while Lisa Rice was only an adjoining landowner. Joe Rice did not own any adjoining property and was not a member of the Lions Club.

Mr. Amick expressed his desire to purchase the Property to the Lions Club before the Lions Club sent the Lions Club Letter. Mr. Amick attended board meetings before and after the Lions Club sent the Lions Club Letter to reiterate his interest in purchasing the Property. While he would attend the board meetings, he would not attend the portions of the meetings when the board went into executive session because he was not a board member. The Court finds he did not attempt to improperly influence the Lions Club board by asserting his continued interest in the Property to the board members.

On February 14, 2017, the Rices responded to the Lions Club Letter with a letter from their attorney (the "Rice Response"), which stated in pertinent part:

Pursuant to your recent letter to [the Rices], they have authorized me to make a bid of \$325,000.00, subject only to the property having good and marketable title, due and payable at closing. We understand that bids are to be opened at the meeting on February 28th. We further understand that any encroachments, as shown on the survey provided, will have to be cleared after the property is sold. We would need

30 days from notice that the bid was accepted in which to conduct the title search and close.

Pls' Trial Ex. 13. Sidney Boone, the Rices' attorney, held a recorded power of attorney for only Joe Rice. **Pls' Trial Ex. 46.** In the Rice Response, the Court finds Sidney Boone purported to act as counsel to the Rices and not as Joe Rice's attorney in fact. From the time the Lions Club sent the Lions Club Letter, the Rices communicated with Claude Schumpert regarding the sale by the Lions Club.

On February 28, 2017, Mr. Amick sent the Lions Club a \$1,000 earnest money check and an unexecuted contract of sale offering \$300,000.00 for the Property. **Pls' Trial Ex. 32.** Mr. Amick was not represented by counsel in preparing his offer.

On March 28, 2017, the Lions Club held a board meeting and voted to accept "Amick's offer of \$300,000.00 provided that closing would take place by June 1st." **Pls' Trial Ex. 5.**

The Lions Club voted to accept Mr. Amick's offer because he was a Lions Club member as well as an adjoining landowner and because he had taken care of the Property for many years. The Lions Club decided to accept the lower price despite the offer of \$325,000.00 from the Rices. The Court finds Gene Crocker and Pete Simpson, the Lions Club members that testified in person at the trial, offered credible testimony as to why the Lions Club made this decision.

On May 15, 2017, the Rices' attorney sent a letter to the Lions Club stating they were the successful bidders and requested that they be conveyed the Property pursuant to their "bid." **Pls' Trial Ex. 15.**

After voting to accept Mr. Amick's offer, Mr. Amick and the Lions Club believed the Lions Club could not convey marketable title with the encroachments on the Property. The Lions Club consulted an attorney, who informed them that the Lions Club could not convey a marketable title with the encroachments. After receiving the attorney's advice, the first assistance of counsel

received by the Lions Club, the board of the Lions Club decided to resolve the encroachments before selling the Property to anyone. On May 23, 2017, the Lions Club decided to “send letters to those who had shown an interest in purchasing the lake property stating that the club was unable to get a fee simple title to the property and all offers were being withdrawn to sell the property.”

Pls’ Trial Ex. 5a.

On June 5, 2017, the attorney for the Lions Club sent identical letters to Mr. Amick and the Rices, which stated in full:

The Newberry Lions Club Board of Directors met on May 23rd, 2017, and voted not to sell the property located at Lake Murray at this time because they are not able to convey a good fee simple marketable title thereto because of encroachments.

Pls’ Trial Ex. 12 &13. The encroachment issues were eventually resolved.⁸

On November 21, 2017, the Rices’ attorney sent another letter to the Lions Club indicating the Rices “are ready, willing and able to follow through with their successful bid and/or participate in any further bid procedure that is properly noticed for the sale of this property.” **Pls’ Trial Ex. 19.** The record reflects that this letter was read at the November Lions Club board meeting. The Court finds Mr. Amick was present at the meeting and would have knowledge of the contents in the letter if he were at the meeting.

On January 23, 2018, the Lions Club voted to sell the Property to Mr. Amick, **Pls’ Trial Ex. 21**, and Gene Crocker sent a letter dated the same day to Mr. Amick accepting Mr. Amick’s offer, **Pls’ Trial Ex. 22.**

⁸ It is undisputed the Lions Club sold the portion of the Property with the encroachment to the encroaching party, which resolved the issue. The portion sold represents the difference between the 5.5 acres in the Lions Club Letter and the 5.35 acres eventually conveyed to Mr. Amick. **Pls’ Trial Ex. 20.**

On February 14, 2018, the Lions Club entered into a formal, written contract with Mr. Amick, wherein Mr. Amick agreed to purchase the Property for \$300,000.00. **Pls' Trial Ex. 23.** The Court notes that Mr. Amick first received the assistance of counsel as part of the closing process for the Property.

Closing took place on February 21, 2018. **Pls' Trial Exs. 25, 29, 30, 31, 43; Amick's Trial Exs. 3-7.** The testimony of the live witnesses at trial (Gene Crocker, Pete Simpson, Mr. Amick, and Lisa Lee Smith) reflects that the closing took place in the morning and that the deed was delivered to Mr. Amick before noon. The deed transferring the Property to Mr. Amick was recorded on February 22, 2018. **Pls' Trial Ex. 29.**

The Rices filed a complaint against the Lions Club on February 20, 2018. **Pls' Trial Ex. 26.** The Rices filed a lis pendens naming the Lions Club as a defendant and identifying the Property on February 21, 2018, but not until that afternoon. **Pls' Trial Ex. 27** (indicating a filing time of 1:48PM).

Based on the facts found by this Court and set forth above, the Court finds and concludes the following:

1. The Lions Club Letter was not an offer;
2. Even if the Lions Club Letter were an offer, the Rice Response was not an acceptance;
3. The Lions Club did not intend to make an offer capable of acceptance;
4. The Rices' attorney intended to make an offer in the Rice Response;
5. The extrinsic evidence does not show the Lions Club intended to be bound by a highest bidder process;
6. The Lions Club accepted Mr. Amick's offer twice, the second acceptance ultimately resulting in an executed contract and deed to Mr. Amick;
7. The Lions Club never acted as if a contract was formed with the Rices or the Lions Club intended to sell the Property to the Rices; and

8. Mr. Amick had inquiry or constructive notice of the contents of the November 2021 letter from the Rices' attorney.

III. CONCLUSIONS OF LAW⁹

Based on the above factual findings, the Court makes the following conclusions of law.

A. THE LIONS CLUB LETTER WAS NOT AN OFFER.

This Court concludes the Lions Club Letter was not an offer capable of acceptance but rather an invitation to begin negotiations.

“The necessary elements of a contract are an offer, acceptance, and valuable consideration.” *Sauner v. Pub. Serv. Auth. of S.C.*, 354 S.C. 397, 406, 581 S.E.2d 161, 166 (2003). For parties to form a contract, there must be “a meeting of the minds between the parties with regard to all essential and material terms of the agreement.” *See, e.g., Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 568, 578, 762 S.E.2d 696, 701 (2014).

Furthermore, “[a]n offer is the manifestation of willingness to enter into a bargain, so made as to justify another person in understanding that his assent to that bargain is invited and will conclude it.” *Prescott v. Farmers Tel. Co-op., Inc.*, 335 S.C. 330, 336, 516 S.E.2d 923, 926 (1999). “An offer, to constitute a contract, must be one which is intended of itself to create legal relations on acceptance, and if it is an offer merely to open negotiations which may ultimately result in a contract it is not binding.” *McLaurin v. Hamer*, 165 S.C. 411, 164 S.E. 2, 5 (1932).

In *McLaurin*, the defendant sent a letter to his brother stating he would buy out several other investors and he thought he could obtain financing to do so. *See McLaurin*, 165 S.C. 411, 164 S.E. at 4. The defendant’s letter further directed the brother to “see boys at once and see what they would like to do” and stated “[i]f all decide to do this have each write me at once and you

⁹ Where appropriate, this Court’s conclusions of law shall be construed as findings of fact and vice versa.

wire me ‘all accept’” *Id.* Despite addressing an alleged offer that contained instructions for accepting, *McLaurin* held this letter was not “such an offer as could, by acceptance, be changed, converted or construed into a binding agreement of sale.” *Id.* at 165 S.C. 411, 164 S.E. at 5. The court then cited authority explaining that some offers are offers to open preliminary negotiations rather than to form a contract and upheld the trial court’s directed verdict in favor of the defendant. *See id.*

This Court concludes the Lions Club Letter was not an offer because it merely opened negotiations for the Property and did not indicate that an offer could be accepted or that assent to certain terms would conclude a deal. *See McLaurin*, 165 S.C. at 411, 164 S.E. at 5; *Prescott*, 335 S.C. at 336, 516 S.E.2d at 926. Like the *McLaurin* letter, the Lions Club Letter was not an offer capable of acceptance and was meant to open negotiations with the adjoining landowners and Lions Club members. First, it sought expressions of interest from the letter’s recipients by stating “[i]f you have an interest in the property please let us know right away.” Moreover, the Lions Club Letter did not invite acceptance but offers by stating “[f]irst consideration will be given to current members of the Newberry Lions Club.” (emphasis added). By stating members would receive first consideration, the Lions Club indicated more work remained before concluding a bargain—the Lions Club would have to consider any offers and decide which offer to accept. The Lions Club Letter also noted a recent appraisal of the Property for \$369,000.00 but that the Lions Club “decided to ask” \$300,000.00 for the sale of the Property “if we can make the sale without involving a realtor.” Likewise, the Lions Club Letter asked to advise the Lions Club “right away” if they had “an interest in the property.”

Conversely, the Court is not persuaded that the phrases “decided to offer the property for sale” and “[t]his offer is valid until” turn the Lions Club Letter into an offer capable of being

accepted. The *McLaurin* letter contained directions for communicating an acceptance, but the court held that an acceptance could not conclude the bargain. Like *McLaurin*, more remained to conclude a deal with the Lions Club, regardless of the term “offer.” In fact, the Rices realized as much: the Rice Response described itself as a “bid” rather than an “acceptance” and only contemplated acceptance by the Lions Club, stating, “We would need 30 days from notice that the **bid was accepted . . .**” (emphasis added).

In fact, the Rice Response used terminology that indicated its writer knew the Lions Club Letter was incapable of being accepted to form a binding and enforceable contract. The Rice Response, sent by the Rices’ attorney, indicated he was authorized to make a bid of \$325,000.00, subject only to having a good and marketable title for the property. He explained his understanding was that the bids were to be opened at a February 28th meeting and that the encroachments on the property would have to be cleared after the property was sold. He asked for 30 days once the bid was accepted before closing to conduct a title search. The Court concludes the use of these terms indicate an intent consistent with engaging in negotiations rather than unconditional acceptance of an offer to form a binding contract.

Assuming arguendo that the Lions Club Letter from the Lions Club was ambiguous and required the use of extrinsic evidence to conclude that the Lions Club intended to express an offer capable of acceptance—including an intent to sell to the highest bidder—the Court concludes such an ambiguous letter would not be capable of acceptance. A letter with so ambiguous an intent cautions this Court against imposing a binding interpretation on parties whose minds, as the evidence shows, never met on any contract terms. If the purported offer was ambiguous such that other evidence was necessary to prove the offer, then the Court is not persuaded that it can infer terms and impose them on the parties. Given the record before this Court, the proper conclusion is

that the Lions Club Letter was an offer not capable of an unconditional acceptance but rather was an offer only in the sense of offering to engage in negotiations concerning the sale of the Property.

Accordingly, this Court concludes the Lions Club Letter was not an offer but rather an “offer” only to open negotiations and did not state an offer capable of acceptance.

B. THE RICE RESPONSE WAS NOT AN ACCEPTANCE BECAUSE IT DESCRIBED ITSELF AS A “BID” RATHER THAN AN ACCEPTANCE AND ADDED ADDITIONAL TERMS.

Even if this Court concluded the Lions Club Letter were an offer, this Court concludes the Rice Response was not an acceptance as a matter of law because the Rice Response was sent by counsel, indicating it was not an acceptance; the Rice Response used the language of making a bid or offer in response to the Lions Club Letter; and it violated South Carolina’s “mirror-image” rule by requiring additional terms.

“Acceptance of an offer is a manifestation of assent to the terms thereof made by the offeree in a manner invited or required by the offer.” *See Electro-Lab of Aiken, Inc. v. Sharp Constr. Co. of Sumter*, 357 S.C. 363, 369, 593 S.E.2d 170, 173 (Ct. App. 2004). Further, “[t]he acceptance must be unequivocal and unconditional” and additional conditions operate as a rejection and counteroffer. *See Sossamon v. Littlejohn*, 241 S.C. 478, 486, 129 S.E.2d 124, 128 (1963) (“If a condition is affixed to the acceptance by the party to whom the offer is made or any modification of, or change in, the offer is made or requested, there is a rejection of the offer, which puts an end to the negotiations, unless the party who made the original offer renews it or assents to the modification suggested.”); *see also Columbia Hyundai, Inc. v. Carll Hyundai, Inc.*, 326 S.C. 78, 80, 484 S.E.2d 468, 469 (1997).

In *Sossamon*, the South Carolina Supreme Court held that a purported acceptance letter opening with “[y]our offer of sale . . . is hereby accepted” but including different terms for the time and manner of payment “imposed new or other conditions not contemplated in the offer” and

that the purported acceptance was in fact a rejection and counteroffer. *Sossamon*, 241 S.C. at 487, 129 S.E.2d at 128. Similarly, in *Columbia Hyundai*, the court held there was no contract under the mirror image rule where the party attempting to accept added only the words “current year” between the words “saleable” and “new” in the phrase “[a]ll of Seller’s right title and interest in and to all saleable new Hyundai vehicles.” *Columbia Hyundai, Inc.*, 326 S.C. at 80, 484 S.E.2d at 469 (upholding a jury verdict finding there was no contract).

To begin with, this Court concludes the Rice Response by its own terms did not attempt to accept an offer—the only “acceptance” discussed was if the Lions Club accepted the Rices’ bid. *See, e.g., Electro-Lab of Aiken*, 357 S.C. at 369, 593 S.E.2d at 173 (an acceptance requires a manifestation of assent). Specifically, the Rice Response stated: (1) The Rices authorized their attorney to “make a bid of \$325,000.00”; (2) The Rices understood the “bids” would be opened at an upcoming meeting; and (3) The Rices “would need 30 days from notice that **the bid was accepted**” to close the sale. (emphasis added). The use of the term “bid” three times and their request that the Lions Club inform the Rices if the Lions Club accepted the bid is dispositive. A “bid” is “[a] buyer’s *offer* to pay a specified price for something that may or may not be for sale.” BLACK’S LAW DICTIONARY (11th ed. 2019) (emphasis added); *see also Ramsay v. Vogel*, 970 F.2d 471, 463 (8th Cir. 1992) (“the words ‘bid’ and ‘bidder’ commonly are used to refer to the making of an offer to buy or sell property or to provide services in a private sale or transaction.”). Accordingly, these statements show the Rices did not attempt to accept an offer but made an offer—a bid—that they understood would have to be accepted by the Lions Club.

The Court also concludes the Rices did not otherwise manifest an acceptance. Instead, their attorney sent a letter indicating the Rices’ interest. While Sidney Boone was Joe Rice’s attorney-in-fact, Lisa Rice was the adjoining landowner, and Sidney Boone did not purport to act as Joe

Rice’s attorney-in-fact but as counsel for the Rices. Attorneys engaged as counsel do not ordinarily bind their clients through letters sent on their behalf, and the Court concludes the purported acceptance could not do so here. This conclusion is not altered because the attorney was actually Joe Rice’s attorney-in-fact—the Rice Response is clear he was acting as counsel.

Furthermore, the Court concludes the Rice Response would not be an acceptance even if the Rice Response were titled “**WE ACCEPT**” because South Carolina law follows the mirror image rule. Specifically, the Rice Response contained three conditions not present in the Lions Club Letter:

1. **A good title condition:** “subject only to the property having good and marketable title”;
2. **The 30 Days to Close Condition:** The Rices “need 30 days from notice that the bid was accepted in which to conduct the title search and close” with payment “due and payable at closing”; and
3. **A different price term:** The Lions Club asked for \$300,000.00 while the Rices offered \$325,000.00.

First, the Lions Club Letter did not explain what title the Lions Club would convey and stated that encroachments would have to be dealt with after the property was sold. While the Rice Response accepted the encroachment issue, the “good and marketable” title condition added terms not in the Lions Club Letter.

Second, the Lions Club Letter was silent as to terms of payment and delivering possession of the property. Where the contract is silent on these terms, South Carolina law assumes payment in full upon tender of the property. *See Sossamon*, 241 S.C. at 485, 129 S.E.2d at 127 (“when the plaintiff proposed in his alleged acceptance conditions other than cash upon delivery of the property . . . he imposed new or other conditions not contemplated in the offer.”). By requiring 30 days to search title with payment at closing, the Rices conditioned their acceptance of the alleged offer and therefore rejected it.

Third, the Rice Response stated a different price. While the Rices offered a price higher than what the Lions Club sought, the Lions Club Letter indicated the club was selling the property for less than the appraisal and that first consideration would go to Lions Club members. Obtaining the highest price was not the Lions Club's sole or primary goal by the terms of the letter, and the Rices offered a different price term.

Finally, the Court rejects the Rices' "auction" theory. The Rices have asserted Mr. Amick withdrew his offer, leaving the Rices' bid and one other offer as the only operative offers on June 1, 2017. Following this theory, the Rices' bid must have been accepted because it was higher than the other offer. However, there is no evidence in the record to support any such procedure by the Lions Club.¹⁰ Rather, the Court holds the evidence in the record is clear the "auction" theory is actually the Rices' own characterization outside of the Lions Club Letter. Indisputably, the Lions Club Letter—which stated "This offer is valid until June 1, 2017, at which time the property will be advertised for sale to the public"—did not impose a hard deadline to *sell* by June 1 as part of an auction process. *See, e.g., Barr v. Lyle*, 263 S.C. 426, 430, 211 S.E.2d 232, 234 (1975) (a writing must show the contract's essential terms without needing parol evidence).¹¹

Accordingly, the Court concludes the unambiguous Rice Response would not be an acceptance even if the Lions Club Letter were an offer. The Rice Response was written by counsel, who lacked authority to make a binding acceptance, and the language of the Rice Response shows an intent to make an offer rather than accept an offer. The Rices never accepted and instead made an offer expressly leaving it to the Lions Club to decide whether to accept the Rices' offer. And like *Sossamon* and *Columbia Hyundai*, the Rice Response added terms in the alleged acceptance

¹⁰ The Court notes the Lions Club members that testified were clear there was no "bid" or "auction" process.

¹¹ The application of the parol evidence rule and statute of frauds to this case is discussed below.

and could not have accepted any offer in the Lions Club Letter as a matter of law because of South Carolina's mirror image rule.

C. THE PAROL EVIDENCE RULE AND THE STATUTE OF FRAUDS REQUIRE THAT THE CONTRACT BE ESTABLISHED THROUGH ONLY THE LIONS CLUB LETTER AND THE RICE RESPONSE.

The Court concludes the Lions Club Letter and the Rice Response are the only competent evidence as to whether the Lions Club and the Rices formed a contract because the parol evidence rule and the statute of frauds apply to this case.

South Carolina's codification of the statute of frauds provides:

No action shall be brought whereby:

(4) To charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them;

Unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized.

S.C. Code Ann. § 32-3-10(4). "Under the statute of frauds, the form of the writing is not material, and may be shown entirely by written correspondence, provided, all of the essential terms of the contract can be gathered from the correspondence or some other writing to which it refers, without resort to parol testimony." *Barr v. Lyle*, 263 S.C. 426, 430, 211 S.E.2d 232, 234 (1975) (affirming summary judgment where two letters did not create a contract) (internal citations omitted).

Similarly, "[t]he parol evidence rule *prevents the introduction of extrinsic evidence of agreements or understandings contemporaneous with or prior to execution of a written instrument when the extrinsic evidence is to be used to contradict, vary or explain the written instrument.*" *Estate of Holden v. Holden*, 343 S.C. 267, 275, 539 S.E.2d 703, 708 (2000) (emphasis added).

“The parol evidence rule is a rule of substantive law, not a rule of evidence. Accordingly, *admission of evidence violating the parol evidence rule is legally incompetent* and should not be considered even if no objection is made at trial.” *Id.* (emphasis added). “[T]he writings relied upon must in and of themselves furnish the evidence that the minds of the parties met as to the particular property which the one proposed to sell and the other agreed to buy; and, when such evidence is not found in the writings, it cannot be supplied by parol.” *Cash v. Maddox*, 265 S.C. 480, 485, 220 S.E.2d 121, 123 (1975) (quoting *Speed v. Speed*, 213 S.C. 401, 410, 49 S.E.2d 588, 592 (1948)).

The Court concludes these cases illustrate how the statute of frauds and the parol evidence rule apply in this case. *Barr* considered an appeal from summary judgment where the purported contract for the sale of real estate consisted of two letters. *Barr*, 263 S.C. at 430, 211 S.E.2d at 234. The South Carolina Supreme Court considered whether the letters created a contract “without resort to parol testimony.” *Id.* at 430, 211 S.E.2d at 234. Affirming summary judgment, the Court held the letters themselves did not create a contract.

Likewise, *Estate of Holden* addressed disclaimers filed by devisees of an estate. *Estate of Holden v. Holden*, 343 S.C. 267, 275, 539 S.E.2d 703, 708 (2000). The Court held the language of the disclaimers was unambiguous and therefore other writings purportedly explaining the disclaimers were incompetent as extrinsic evidence. *Id.* The Court held “it would have been improper for the probate court to consider” the other writings, even though the appellants failed to object to the admission of the extrinsic evidence.

Cash, addressing whether letters created a contract, held the letters at issue did not create a contract and recognized extrinsic evidence could not cure a failure of the purported contract to comply with the statute of frauds. *Cash*, 265 S.C. at 485, 220 S.E.2d at 123 (reversing after a trial on specific performance). On appeal after a trial, the Court only considered the writings themselves

because of the statute of frauds and parol evidence rule.

Finally, *Kennedy* held “parol evidence is inadmissible to supply an omission in the writing of any reference to the particular property, yet such evidence is competent to show the situation and surrounding circumstances of the parties, and thereby identify the particular property referred to in writing.” *Kennedy v. Gramling*, 33 S.C. 367, 383, 11 S.E. 1081, 1087 (1890) (reversing trial court’s grant of specific performance). The two letters in *Kennedy* identified the property but did not indicate that the parties agreed to price terms—the letters themselves did not show a meeting of the minds on price and the statute of frauds was not satisfied. *Id.* at 388, 11 S.E. at 1088 (“no valid contract under the statute of frauds established in this case”). Again, the court considered only the letters themselves.

As the cases illustrate, an alleged contract must be proved through the contents of the writings that purportedly create the contract, which in this case are only the Lions Club Letter and Rice Response. The Court concludes the cited cases establish clearly 1) that a writing is required to satisfy the statute of frauds and 2) that parol evidence is not competent to establish an element not present in the alleged writing(s). In other words, in cases like this where the alleged contract for the sale of real estate was formed in two letters, the law requires the evidence of the contract to be present in those two letters.

Accordingly, the Court concludes the Lions Club Letter and the Rice Response are the sole competent evidence to establish the alleged contract and that any evidence offered to vary, contradict, or add to these two letters between the Rices and the Lions Club is incompetent. As stated above, the two letters do not create a contract, and the Court did not consider extrinsic evidence in deciding that the Lions Club Letter and the Rice Response did not create a contract.

D. EVEN IF THE COURT CONSIDERED THE EXTRINSIC EVIDENCE OFFERED BY THE RICES, THE COURT WOULD STILL FIND AND CONCLUDE THERE WAS NO CONTRACT.

The Court concludes that even if the parol evidence rule and statute of frauds did not apply in this case, the extrinsic evidence received at trial would not change the Court's determination as to the parties' meeting of the minds, or lack thereof, on whether the Lions Club and the Rices formed an enforceable contract.

The evidence at trial clearly established that the Rices wanted to buy the Property and that the Rices submitted a proposal in response to the Lion Club Letter that offered \$325,000.00. The Rices' \$325,000.00 offer represented the highest amount received from the three interested prospective buyers. The Court considers the fact that the Rices wished to pay more money for the Property than anyone else as the key fact supporting their position in this case. In fact, the Rices' principal argument at trial and the thrust of the evidence they offered was of a "bidding" process, with the Property to be sold to the highest bidder. However, the Court concludes that to find that the Property was to be sold to the party who would pay the most money would require this Court to rewrite the Lions Club Letter, ignore other considerations expressed in the Lions Club Letter, and impose a factual conclusion of "intent" or "meeting of the minds" upon the Lions Club that is not supported by the extrinsic evidence offered during the trial. In other words, the Court would have to disregard the intent of the Lions Club as expressed in the Letter. Moreover, the Court notes the Lions Club members who testified were clear there was no bidding or auction process. Accordingly, all of the bid and auction evidence offered by the Rices does not change this Court's opinion—it was not the Lions Club's intent to make an offer capable of acceptance and the Lions Club Letter was not such an offer.

Moreover, the Court considered the evidence presented during the trial that the Lions Club was doing something wrong, such as breaching an alleged fiduciary duty or the club charter,

because it did not accept the highest monetary amount offered. The Court notes that the perceived correctness or wisdom of the financial decision to accept \$300,000.00 for the Property is not before this Court, which is deciding whether a contract was formed at all. Whether a party believes the contract was a “good” or “correct” decision is not—and should not—be before a court when deciding the narrow issue of whether a contract exists between two parties. This Court is deciding whether the Lions Club and the Rices agreed to anything, and if so, to what did they agree, not what was best for the Lions Club or the Rices. Accordingly, this extrinsic evidence was irrelevant to the question before the Court and did not change the Court’s conclusion that there was no contract between the Lions Club and the Rices.

Additionally, the Court notes there is a lack of evidence before this Court to determine if a financial decision was “best” for the Lions Club. Notwithstanding, it was suggested that the certain Board members, other than the Lions Club witnesses who testified at trial (Gene Crocker and Pete Simpson), expressed a desire for the Property to be sold to the highest bidder. The Court recognizes some slight inconsistency between the live trial testimony and the deposition testimony presented. However, the Court concludes the trial testimony of Lions Club board members Gene Crocker and Pete Simpson carried greater weight with the Court. The Court considered their testimony and finds and concludes both witnesses offered credible live testimony during the trial. This testimony and other evidence in the record reflects that the Lions Club board accepted a \$300,000.00 purchase price, which is the same price the Lions Club sought in the Lions Club Letter. There was no evidence that the \$300,000.00 price was unreasonable; the Rices merely attempted to show \$300,000.00 was not the highest offer. In fact, another potential buyer also offered \$300,000.00 for the Property. Assuming *arguendo* that one or more board members expressed a desire to sell for the highest price, the evidence is absolutely clear the Lions Club board voted to accept the

\$300,000.00 offer from Mr. Amick. The Court notes deposition testimony was presented showing the Board was informed of all monetary offers; trial exhibits reflected board meeting discussions over the \$325,000.00, with at least one board member stating the highest offer was better; but that ultimately the Lions Club board voted to accept \$300,000.00. The deposition testimony also indicated the Lions Club felt \$300,000.00 was a fair amount and that the Lions Club board was advised it might receive as low as \$250,000.00 for the Property. The Court also noted that the Lions Club board made other decisions (e.g., no public advertising, not to use a realtor, and to limit notice to only adjoining property owners) that are not before this Court, which is deciding whether the Rices and the Lions Club formed a contract. Based on the record, this Court cannot conclude the \$300,000.00 amount was unfair or unreasonable. Accordingly, the extrinsic evidence on this issue would not alter the Court's conclusion that there was no contract between the Rices and the Lions Club.

Furthermore, the Court concludes the Lions Club never acted or responded to the Rices with the intent to form a contract. This case is not the case where one party paid value or accepted consideration or a case of partial performance. The extrinsic evidence established that in March 2017 the Lions Club accepted an offer from Mr. Amick for \$300,000. Extrinsic evidence also established that by letter dated May 15th, the Rices' attorney, once he was made aware of the agreement to sell the property to Mr. Amick, wrote to the Lions Club expressing his belief that his clients were the successful "bidder" on the Property and that the Property should be conveyed to his clients. Extrinsic evidence also established that the Lions Club board, after receiving legal advice from an attorney (again, the record before this Court supports the conclusion that the Lions Clubs wrote the initial letter without advice from legal counsel), voted to withdraw the prior decision to sell the Property and wrote letters to all interested persons. After certain issues were

resolved (including resolving an encroachment issue by selling a portion of the Property to an adjoining property owner), the Lions Club and Mr. Amick entered, again, into negotiations for the purchase of the Property. Even though the Board did not seek offers again from the Rices or other adjoining property owners, the Rices' attorney became aware of the negotiations with Mr. Amick and, once again, asserted that the Rices were the successful bidders. Accordingly, this extrinsic evidence would not alter the Court's conclusion that there was no contract between the Rices and the Lions Club.

Additionally, the Court rejects any attempt to show Mr. Amick asserted undue influence over the Board by attending meetings to advocate for his purchase of the Property. The extrinsic evidence before this Court does not support an inference of undue influence or wrongdoing by Mr. Amick. Likewise, the evidence does not support an inference of wrongdoing by the Rices' attorney, even though he wrote to the Lions Club over a period of months arguing for his client's position after being made aware of negotiations between the Lions Club and Mr. Amick and after the Lions Club board's vote to sell the Property to Mr. Amick. Even though the source of the Rices' information is not completely clear to this Court (it is known that a non-Lions Club member who was an adjoining property owner provided some information to the Rices), assigning a nefarious motive to the Rices' attorney is not supported by merely acquiring the information and advocating for his clients. Similarly, a nefarious motive cannot be assigned to Mr. Amick for his uncounseled self-advocacy with the Lions Club board. The board minutes and testimony indicate Mr. Amick was not allowed in the room, except possibly during the November 2017 meeting, during executive sessions.

Accordingly, the Court concludes the extrinsic evidence offered at trial would not change this Court's conclusion—there was no contract formed between the Rices and the Lions Club.

E. THE RICES FAILED TO PROVE PROMISSORY ESTOPPEL.

For the same reasons set forth above, the Court concludes the Rices failed to prove their claim for promissory estoppel against the Lions Club.

To establish a promissory estoppel claim, a plaintiff must show: “(1) a promise unambiguous in its terms; (2) reasonable reliance upon the promise; (3) the reliance is expected and foreseeable by the party who makes the promise; and (4) the party to whom the promise is made must sustain injury in reliance on the promise.” *See generally A&P Enters., LLC v. SP Grocery of Lynchburg, LLC*, 422 S.C. 579, 587, 812 S.E.2d 759, 763 (Ct. App. 2018) (quoting *Satcher v. Satcher*, 351 S.C. 477, 483–84, 570 S.E.2d 535, 538 (Ct. App. 2002)).

The Court concludes the Lions Club Letter was not an unambiguous promise that was relied on by the Rices to their detriment. As set forth above, the Court finds and concludes the Lions Club Letter was unambiguously *not* an offer capable of acceptance but instead one to open negotiations. Accordingly, it was not a promise and could not be reasonably relied upon. Even assuming the Lions Club Letter was ambiguous, the Court concludes that the Lions Club Letter then could not be an unambiguous promise that would support a claim for promissory estoppel.

Moreover, the Court concludes no reasonable person would foresee that a recipient would rely on the Lions Club Letter to their detriment. As explained above, the Lions Club Letter is an invitation to negotiate. The extrinsic evidence offered at trial shows the Rices did not actually rely to their detriment. While the Rices periodically wrote letters pursuing the Property, the Rices never paid earnest money or took any action indicating they relied on a promise by the Lions Club to convey the Property to the Rices. Instead, the Lions Club barely responded to the Rices, only writing to say that the Lions Club would not sell to anyone without clearing the encroachments. Certainly, this behavior by the Lions Club is not behavior that the Rices could rely on to reasonably believe the Lions Club would be conveying the Property to them.

Finally, the Court concludes the Rices did not prove an injury even if they could prove the other elements. The Rices were unable to purchase the Property, which leaves the Rices in exactly the same position they were when they made an offer to purchase the Property. Accordingly, the Court concludes a rejected offer is not damage and does not support a promissory estoppel claim.

For these reasons, the Court concludes the Rices failed to prove promissory estoppel.

F. MR. AMICK WAS A BONA FIDE PURCHASER FOR VALUE WITHOUT NOTICE TO THE EXTENT THERE WAS NO CONTRACT FORMED BETWEEN THE RICES AND THE LIONS CLUB.

The Court only concludes Mr. Amick was a bona fide purchaser for value without notice (“BFP”) of a prior claim to the extent the Rices’ alleged contract fails. The Court finds and concludes the Rices did not have a contract with the Lions Club, and the Court is expressly not deciding whether Mr. Amick would be a BFP if the Court assumed the Rices formed a contract with the Lions Club.

The Court concludes the evidence shows Mr. Amick was a BFP when he paid for the Property and the deed was signed and delivered by the Lions Club. The evidence does not establish what Defendant Amick actually knew of the details of the Rices’ claim to the property until the November 2017 Board meeting. The extrinsic evidence is capable of a conclusion that Mr. Amick knew other people, including the Rices, had a desire to purchase the real estate and that other people had responded to the Lions Club Letter. Early on, Mr. Amick questioned why letters were being sent to other people when he was making arrangement to purchase the Property. The evidence also suggested that the November 21, 2017 letter from the Rices’ attorney was read during the Lions Club board meeting while Mr. Amick was present. The Court notes Mr. Amick’s testimony was unclear whether he knew of the November 21, 2017, letter. The Court concludes the reading of the letter conveyed actual knowledge of the Rices attorney’s position to those present at the November 21, 2017, meeting. However, the Court concludes the letter did not

express an actual legal claim to the Property. It did express, however, that the Rices believed they made the “successful bid offer of \$325,000”; asked for information about “bid procedures”; and expressed the Rices’ willingness to follow through with their bid or participate in future bid procedures. The Court concludes that if Amick were present, then the reading of the letter, more likely than not, would place him on at least inquiry or constructive notice of the Rices’ position as expressed in the letter.

Furthermore, the Court concludes that the closing of the Property took place in the morning on February 21, 2022, and that the deed was not filed until the next day. The Rices’ Lis Pendens was filed during the afternoon of February 21, 2022, prior to the recording of the deed transferring the Property to Mr. Amick.

Accordingly, the Court concludes Mr. Amick was a BFP only to the extent the Court concludes the Rices did not have an enforceable contract with the Lions Club. To be clear, this Court is not performing an expanded BFP analysis that goes beyond a determination that Mr. Amick is a BFP to the extent the Court concludes the Rices did not have an enforceable contract with the Lions Club.

G. EVEN IF THERE WERE A CONTRACT, SPECIFIC PERFORMANCE IS NOT APPROPRIATE HERE.

The Court concludes specific performance would not be appropriate even if there were a contract between the Lions Club and the Rices.

“Specific performance should be granted only if there is no adequate remedy at law and specific enforcement of the contract is equitable between the parties.” *See generally Campbell v. Carr*, 361 S.C. 258, 263, 603 S.E.2d 625, 627 (Ct. App. 2004). Courts weigh the equities of the parties to determine if specific performance is appropriate. *See generally Shirey v. Bishop*, 431 S.C. 412, 427, 848 S.E.2d 325, 333 (Ct. App. 2020). “In order to compel specific performance, a

court of equity must find: (1) there is clear evidence of a valid agreement; (2) the agreement had been partly carried into execution on one side with the approbation of the other; and (3) the party who comes to compel performance has performed his or her part, or has been and remains able and willing to perform his or her part of the contract.” *See generally Campbell v. Carr*, 361 S.C. 258, 264, 603 S.E.2d 625, 628 (Ct. App. 2004).

The equities favor Mr. Amick over the Rices on whether specific performance should be granted. The Rices, the most sophisticated parties, waited to assert their alleged rights until well after the Lions Club agreed to sell to Mr. Amick twice. The Rices were also most capable of protecting their interests throughout, as they were represented by counsel throughout the negotiation period. Mr. Amick was not represented until the very end, just before he closed on the Property. Likewise, the Lions Club had limited assistance from counsel and were not represented with respect to the Lions Club Letter. Accordingly, the equities weigh in favor of Mr. Amick.

Moreover, if there were a contract with the Lions Club, then the Rices would have an adequate remedy at law in the form of money damages against the Lions Club. The alleged contract, if it existed, would not be a clear agreement to purchase but an ambiguous contract requiring the Court to impose bid procedures on the parties. The Lions Club never considered the Rice Response to have created a contract, and the Lions Club never acted as if it had a contract with the Rices, so the Rices never took steps under the purported agreement. Accordingly, the Court concludes specific performance would not be appropriate in this case, even if there were a contract, because there was no clear agreement between the Rices and Lions Club and the alleged agreement was never partly carried forward by the Rices and/or Lions Club.

IV. CONCLUSION

For the reasons set forth above, the Court finds and concludes there was no contract formed

between the Lions Club and the Rices for the sale of the Property. Because there was no contract, the Court finds in favor of Defendants Mr. Amick and the Lions Club on all the Rices' claims arising from the alleged contract. The Court also finds in favor of the Lions Club on the Rices' promissory estoppel claim.

ACCORDINGLY, IT IS HEREBY ORDRED ADJUDGED AND DECREED:

- A. No contract was formed between the Newberry Lions Club and Plaintiffs Lisa Summer Rice and Joseph F. Rice;
- B. Judgment shall be entered in favor of Defendant C. Ray Amick and against Plaintiffs Lisa Summer Rice and Joseph F. Rice on their causes of action for declaratory judgment/injunction, specific performance, and intentional interference with contractual relations;
- C. Judgment shall be entered in favor of Defendant Newberry Lions Club and against Plaintiffs Lisa Summer Rice and Joseph F. Rice on their causes of action for declaratory judgment, specific performance, promissory estoppel and breach of contract with fraudulent intent;
- D. The lis pendens is dissolved with respect to the claims based on the alleged contract by Plaintiffs Lisa Summer Rice and Joseph F. Rice; and
- E. The only remaining matters in this case are the easement allegations raised by the Rices in their Fifth Amended Complaint.

IT IS SO ORDERED.

(Judge's Signature Page to Follow)



Newberry Common Pleas

Case Caption: Lisa Summer Rice , plaintiff, et al VS Newberry Lions Club ,
defendant, et al
Case Number: 2018CP3600089
Type: Order/Other

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132