

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE **Aug 19 2024**

CASE NO. 2022CP0402359

SC Court of Appeals

Casey Putnam et al.

Jamie Marie Mcadams et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: R. Lawton McIntosh	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

THIS MATTER IS BEFORE THE COURT ON PLAINTIFFS CONTENTION THAT THERE IS A VALID AND ENFORCEABLE LEASE OPTION TO PURCHASE THE PROPERTY IN QUESTION. THE PLAINTIFF CLAIMS THAT THE OPTION TO PURCHASE WAS FOR \$50,000 OR LESS. DEFENDANT ANSWERED AND COUNTERCLAIMED CONTENDING THAT PLAINTIFF WAS IN DEFAULT AND SEEKING DAMAGES FOR FAILURE TO PAY RENT AND FOR ATTORNEYS FEES. DEFENDANT DENIES THE ENFORCEABILITY OF THE OPTION TO PURCHASE, AND IF THE OPTION TO PURCHASE WAS ENFORCEABLE, THE PLAINTIFF IS IN DEFAULT.

PLAINTIFF ENTERED INTO THE AGREEMENT ON AUGUST 5TH, 2020. THE LEASE OPTION TO PURCHASE STATED: "OPTION TO PURCHASE, \$50,000 NEGOTIABLE". "NEGOTIABLE" IS NOT DEFINED IN THE LEASE. THEREFORE, THE COURT USES THE PLAIN AND ORDINARY MEANING OF THE WORD NEGOTIABLE. ACCORDING TO MERRIAM-WEBSTERS DICTIONARY, NEGOTIABLE IS DEFINED AS, "OPEN TO DISCUSSION OR DISPUTE". PLAINTIFFS ASSERTION THAT THE LANGUAGE OF THE LEASE OPTION TO PURCHASE MEANT THAT PLAINTIFF COULD PURCHASE THE PROPERTY FOR \$50,000 OR LESS IS NOT SUPPORTED BY THE EVIDENCE IN THE RECORD. THE \$50,000 NEGOTIABLE LANGUAGE IN THE LEASE OPTION CREATES A LACK OF A MEETING OF THE MINDS AS TO PLAINTIFFS RIGHT TO PURCHASE THE PROPERTY UNDER THE LEASE OPTION SINCE THE TERM IS AT BEST AMBIGUOUS. THEREFORE, THERE IS NO VALID AND ENFORCEABLE CONTRACT FOR PLAINTIFF TO PURCHASE THE PROPERTY.

HOWEVER, EVEN IF THE COURT ASSUMED THAT THERE WAS A MEETING OF THE MINDS, PLAINTIFF IS IN DEFAULT BASED ON HER FAILURE TO PAY RENT ON THREE SEPARATE OCCASSIONS. THE FIRST BEING FROM JULY OF 2021 TO DECEMBER OF 2021. ALTHOUGH PLAINTIFF DID NOT PAY FOR THIS TIME PERIOD, THE COURT AGREES THAT PLAINTIFF COULD NOT PAY RENT UNTIL A PERSONAL REPRESENTATIVE WAS APPOINTED. THE SECOND OCCASION PLAINTIFF FAILED TO PAY RENT WAS FROM APRIL OF 2022 TO DECEMBER OF 2022. THE THIRD OCCASION WAS FROM JANUARY OF 2023 TO JUNE OF 2023. FURTHER,

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Anderson Common Pleas

Case Caption: Casey Putnam , plaintiff, et al VS Jamie Marie Mcadams , defendant,
et al
Case Number: 2022CP0402359
Type: Order/Form 4

S/R. LAWTON McINTOSH

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