

STATE OF SOUTH CAROLNA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	2021-CP-24-784
	)	
Greenwood Mills Inc.	)	
	)	
Plaintiff	)	
	)	
vs.	)	ORDER GRANTING PARTIAL
	)	SUMMARY JUDGMENT
Rodney White,	)	
	)	
Defendant	)	
_____	)	

This matter was before me, as Special Referee, on November 6, 2024 at 9:00 a.m. on a motion for partial summary judgment filed by the Plaintiff. Brandon A. Smith appeared for the Plaintiff along with Jay Self, President of Greenwood Mills Inc. Aaron Wallace appeared on behalf of the Defendant.

At the call of the case, Mr. Wallace moved for a continuance because he had just been retained a couple of days earlier and also because a member of the Defendant=s family had just passed away unexpectedly. The Plaintiff opposed the continuance on the grounds that this case has been pending since 2021; that the Defendant previously had an attorney whom he fired on the day of a previously scheduled hearing; that the Hon. Eugene C. Griffith Jr. continued that case and allowed by Defendant 30 days to secure substitute counsel; and that almost 120 days had passed without substitute counsel being retained. I denied the motion. However, since the Defendant was not present as a result of the death in his family, and because no testimony can be accepted at a motion for summary judgment, I proceeded to hear the motion for summary judgment while continuing the hearing on the Defendant=s counterclaims until November 27, 2024 at 9:00 a.m. I also allowed Mr. Wallace time to file a supplemental affidavit prior to November 11 at 12:00.

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## FINDINGS OF FACT

Based on the uncontested allegations in the pleadings, the deposition of Jay Self, and the affidavit and supplemental affidavit of the Defendant, I find there is no genuine issue of material fact as to the following facts:

1. The parties entered into a contract in 2003 for the sale/purchase of certain property owned by the Plaintiff under an owner financing arrangement. (the A2003 Contract@).<sup>1</sup>
2. On April 30, 2021, the parties entered into a subsequent contract for the sale/purchase of that same property (the A2021 Contract@).
3. The 2021 Contract did not involve any owner-financing. Instead, the 2021 Contract required that the Buyer purchase the property by paying the purchase price in full prior to May 31, 2021.
4. The 2021 Contract also contained the following language AThe parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, written or oral, modifying the terms hereof.@
5. I find this language, coupled with the fact that the terms of the purchase were changed from an owner-financing arrangement to an outright purchase, created a novation. I find that both parties intended to substitute the new obligations of the 2021 contract and to extinguish all remaining obligations under the 2003 Contract, if any actually remained.
6. The Buyer did not consummate the purchase prior to May 31, 2021.
7. The contract specifically provided that time was of the essence.
8. The Seller elected to terminate the contract. The Seller provided notice of termination to the Buyer=s attorney.

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<sup>1</sup> There are disputes about who did what under the 2003 Contract, however, for the

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reasons stated herein, I find those issues to be immaterial to the ultimate issue in the case.

CONCLUSIONS OF LAW

9. The 2021 Contract created a new contractual relationship between the parties that superseded any rights of obligations either may still have had under the 2003 Contract. *Masters v. KOL Inc.*, 431 S.C. 28, 846 S.E.2d 893 (SC App 2020).

IT IS THEREFORE ORDERED that the Plaintiff is the owner of the property in fee simple and that the Defendant has no equitable interest therein.

November 22, 2024

/s/ Charles M. Watson Jr.  
Special Referee