

Filed CP 8th Jud Cir Greenwood, SC  
MAR 28 '25 PM 4:35

**LETTER TO THE APPELLATE COURT CLERK  
FILING THE NOTICE OF APPEAL**

**RECEIVED**

March 21, 2025

MAR 21 2025  
SC Court of Appeals

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

RE: Greenwood Mills, Inc. v. Rodney White, Case No. 2021-CP-24-784

Dear Ms. Kitchings:

Enclosed for filing is a notice of appeal in the above case. Also enclosed are the following:

- (1) Proof of service of the notice of appeal on the respondent[s].
- (2) A copy of the order which is to be challenged on appeal.
- (3) A filing fee of \$250.

/s/Ryan McKaig  
Ryan McKaig  
(104026)  
Aaron Wallace  
(100255)  
Wallace Law Firm  
1415 Laurel Street,  
Suite B  
Columbia, SC 29201  
(803) 766-3997  
Attorneys for  
Appellant

cc: Brandon A. Smith  
104 Maxwell Ave.  
Greenwood, SC 29646  
(864) 229-4076  
Attorney for Respondent

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Apr 01 2025

SC Court of Appeals

Filed CP 8th Jud Cir Greenwood, SC  
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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY  
Court of Common Pleas ,

Charles M. Watson, Jr., Special  
Referee

Case No. 2021-CP-24-784

Greenwood Mills, Inc., Respondent,  
v.  
Rodney White, Appellant.

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MAR 21 2025  
SC Court of Appeals

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Greenwood Mills, Inc., by depositing a copy of it in the United States Mail, postage prepaid, on March 21, 2025, addressed to the Plaintiff's attorney of record, Brandon A. Smith, 104 Maxwell Ave., Greenwood, SC 29646.

March 21, 2025

s/ Ryan McKaig  
Ryan McKaig  
Aaron Wallace  
Wallace Law  
Firm  
1416 Laurel  
Street, Suite B  
Columbia, South Carolina 29201  
(803) 766-3997  
Attorneys for Appellant

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MAR 21 2025  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY  
Court of Common Pleas

Charles M. Watson, Jr., Special

Referee

Case No. 2021-CP-24-784

Greenwood Mills, Inc., Respondent,  
v.  
Rodney White, Appellant.

NOTICE OF APPEAL

Appellant Rodney White appeals to the South Carolina Court of Appeals from the final orders entered on February 21, 2025, in Greenwood County Court of Common Pleas by the Hon. Charles M. Watson, Jr., Special Referee, following a hearing on November 27, 2024, in that court. The final order is attached to this notice of appeal. Rodney White also appeals from the order granting partial summary judgment entered on November 22, 2024, in Greenwood County Court of Common Pleas by the Hon. Charles M. Watson, Jr., Special Referee, which is also attached to this notice.

March 21, 2025

s/ Ryan  
McKaig  
Ryan McKaig  
(104026)  
Aaron Wallace  
(100255)  
Wallace Law  
Firm  
1416 Laurel  
Street, Suite B  
Columbia, South Carolina 29201  
(803) 766-3997  
Attorneys for Appellant

Other Counsel of Record:  
Brandon A. Smith

Attorney for  
Plaintiff/Respondent  
104 Maxwell Ave.  
Greenwood, South Carolina 29646  
(864) 229-4076  
Attorney for Respondent

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

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MAR 21 2025  
SC Court of Appeals

This matter was before me, as Special Referee, on November 27, 2024 at 9:00 a.m. for a hearing on counterclaims filed by the Defendant against the Plaintiff. I previously bifurcated the issues raised in the counterclaims when the Defendant did not attend the prior hearing due to a death in the family. At that hearing, I granted summary judgment to the Plaintiff, finding that the Plaintiff owned fee simple title to the property in question and that the Defendant did not have any legal or equitable interest in the property. Brandon A. Smith appeared for the Plaintiff along with Jay Self, President of Greenwood Mills Inc. Aaron Wallace appeared with the Defendant.

Prior to beginning the hearing, I considered a motion filed by the Defendant asking me to grant him a jury trial and return the case to circuit court. I denied the motion for two reasons. First, I ruled that the order referring the case to me did not include the power to return the case to the circuit court for a jury trial. Second, even if I did have that power, I would not grant the request for a jury trial due to the length of time that this case has been pending. Rule 39, SCRPC.

At the call of the case, the Defendant testified that he had numerous items of valuable, personal property that were inside of a house located on the property. In July or August of 2022, the Plaintiff had the house demolished, and the Defendant seeks compensation for his personal property which he claims the Plaintiff destroyed in connection with the demolition.

## FINDINGS OF FACT

1. In my Order Granting Partial Summary Judgment, I have already found that the Plaintiff was the sole owner of the property that is the subject of this action.
2. I find that a residential structure house used to be present on this property, and that the Plaintiff had the structure demolished in around July or August 2022.
3. Based on the testimony of the Defendant, which I found to be completely credible, I find that the Defendant previously occupied the structure and there were numerous items of his personal property inside the house when he last visited the house, approximately two months prior to the demolition. A list of most of those items was entered as Defendant's Exhibit No 2, and the Defendant testified as to his opinion of the value of most of those items. The Defendant contends that the Plaintiff should be found liable for the value of that property which the Defendant claims was destroyed with the house.
4. Based on the testimony of Mr. Reed Goings, Facilities Supervisor for the Plaintiff, which I also found to be completely credible, I find that none of the items on the Defendant's list were located in the house when he inspected it, just prior to its being demolished. Mr. Goings produced photographs, entered as Plaintiff's Exhibit Nos 9 through 12, documenting that the contents of the house at that time were just trash and debris.
5. Based on the testimony of Ms. Camala Hinkle, who inspected the house prior to its demolition in order to prepare a bid for the demolition work, whose testimony I also found to be completely credible, I find that the house had been inhabited by one or more vagrants at some point prior to her inspection. I also find that house had been infested with pests, possibly including racoons, mice, rats and snakes. Although they visited the house at separate times, she corroborated that none of the items on the Defendant's list were present when she inspected the house.

6. No evidence was presented to establish what happened to the Defendant's personal property between the time the Defendant last visited the house, two months prior to the demolition, and the time that Mr. Goings and Ms. Hinkle inspected the house in connection with its impending demolition.

#### CONCLUSIONS OF LAW

I have no choice but to conclude, as a matter of law, that the Defendant has failed to prove, by the greater weight or preponderance of the evidence, that any of the property listed on Defendant's Exhibit No 2 was located in the house when it was demolished.

IT IS THEREFORE ORDERED that judgment be entered in favor of the Plaintiff on the Defendant's counterclaims.

IT IS FURTHER ORDERED that the Defendant's Motion for Reconsideration of my Order Granting Partial Summary Judgment be denied.

AND IT IS SO ORDERED!

February 21, 2025

/s/ Charles M. Watson Jr.  
Special Referee

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 MAR 21 2025  
 SC Court of Appeals

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENWOOD )  
 )  
 Greenwood Mills Inc. )  
 )  
 Plaintiff )  
 )  
 vs. )  
 )  
 Rodney White, )  
 )  
 Defendant )  
 )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
 2021-CP-24-784

FINAL ORDER

Submitted by: Charles Watson	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 order  ends  does not end the case.

Additional Information for the Clerk :

Information for the Judgment Index		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
n/a	n/a	\$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

/s/ Charles M. Watson Jr. \_\_\_\_\_ Judge Code \_\_\_\_\_ Date 2-21-25  
Special Referee

For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and a copy mailed first class or placed in the appropriate attorney's box \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to attorneys of record or to parties (when appearing pro se) as follows:

Brandon A. Smith  
104 Maxwell Ave  
Greenwood SC 29646  
ATTORNEY(S) FOR THE PLAINTIFF(S)

Aaron Wallace  
1416 Laurel Street, STE B  
Columbia SC 29201  
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: None

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.

STATE OF SOUTH CAROLNA

COUNTY OF GREENWOOD

Greenwood Mills Inc.

Plaintiff

vs.

Rodney White,

Defendant

) IN THE COURT OF COMMON PLEAS

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2021 CP 24-784

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MAR 21 2025

SC Court of Appeals

ORDER GRANTING PARTIAL  
SUMMARY JUDGMENT

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.

ELECTRONICALLY FILED - 2024 Nov 22 5:20 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP240784

### 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.