



particularly described as follows: 20 Alice Farr Drive, Greenville, SC 29617 Map number B8.2-1-256, **with the option to buy, for a term of eighteen months (18) months, to commence on June 13, 2014 and to end on December 13, 2015.** If either the Lessor or Lessee does not wish to renew this lease, that party shall notify the other party in writing not less than thirty (30) days written notice of termination. Otherwise the lease will be automatically renewed from month to month **without option to buy.** (emphasis added)

The signed agreement also went on and provided that \$100 of the \$800 monthly rent would be applied towards the option purchase price of \$138,000.00:

2. Out of the \$800.00 lease purchase payment, the amount of one hundred dollars (\$100.00) per month is to be deducted from the purchase price as a down payment to the purchase price of One hundred thirty eight thousand dollars (\$138,000.00) upon purchase.

3. The down payment for this lease purchase *is* Three Thousand Dollars (\$3,000.00) The Lessors will pay a non-refundable down payment/deposit of One Thousand Five Hundred dollars (\$1,500.00) on June 6, 2014. This will leave a down payment balance of One thousand Five Hundred dollars (\$1,500.00) which will be paid at the rate of \$200.00 every other month in addition to the monthly rent amount, until such time that the remaining balance is paid in full.

There was no closing by Tenant prior to the specified deadline of December 13, 2015. The Tenant thereafter continued to occupy the home and pay some of the rent due according to the terms of the lease. Tenant never paid the full amount of the rent due each year, and last paid rent in September 2019. Tenant has occupied the home since September 2019 without any payment to Landlord.

After expiration of the Option, Tenant indicated he still wanted to purchase the home. In 2022, Tenant reached out and indicated he was sending a recent appraisal and wanted to “adjust the valuation and come to a fair resolution after we have had an opportunity to fully evaluate the transaction.” Landlord promptly responded in writing that there would be no negotiations on a new purchase price until the over \$75,000 in past due rent and late fees were paid. (Exhibit to Complaint, and Holcombe Affidavit).

The past due rent was not paid. Nor was there any signed additional or supplemental document or instrument showing an agreement on a purchase price, or close date for a new option.

Thereafter, Landlord sued to evict Tenant in Magistrate's Court. Tenant argued there was a lease purchase agreement, however, the Magistrate found the Option had expired and the property owner was entitled to evict Tenant. (Exhibit 2, Eviction Order). Tenant appealed that Eviction Order to the Circuit Court and the Court of Appeals. Both appeals were decided in favor of the Landlord against Tenant—one on the merits and one for failure to prosecute the appeal properly. (Exhibits 3 through 7).

Contemporaneously with the appeal, Tenant also filed this lawsuit *pro-se* in Circuit Court, arguing that the Magistrate Court did not have subject matter jurisdiction because the dispute involved title to real property under a lease purchase agreement. Tenant also sought damages for improvements he claimed to have made to the property. The Landlord has counterclaimed for all past due rent under the Agreement and for eviction of the Tenant.

### **Summary Judgment**

Landlord seeks Summary Judgment on all issues and claims. A motion for summary judgment shall be granted “if pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” S.C.R. Civ. P. 56(c). When presented with a properly supported motion for summary judgment, the non-moving party “may not rest upon the mere allegations or denials of his pleadings.” *Hoard ex rel. Hoard v. Roper Hosp., Inc.*, 387 S.C. 539, 549, 694 S.E.2d 1, 6 (2010). Summary judgment is warranted when no material facts are in contest and the movant is entitled to judgment as a matter of law. “Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the

absence of a genuine issue of material fact.” *Baughman v. AT&T*, 306 S.C. 101, 115, 410 S.E.2d 537,546 (1991). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility may be discharged by showing – that is, pointing out to the trial court – that there is an absence of evidence to support the nonmoving party’s case.” *Id.* (internal quotations and brackets omitted). “Once the moving party carries its initial burden, the opposing party must, under Rule 56(e), do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a *genuine issue for trial.*” *Id.* (emphasis theirs). “Rule 56(e) specifically prohibits the nonmoving party from resting upon the mere allegations or denials of its pleadings.” *Id.* “To determine if any genuine issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party.” *Sauner v. Public Serv. Auth.*, 354 S.C. 397, 404, 581 S.E.2d 161, 165 (2003).

Here, Landlord asserts the Magistrate Court decision, and the dismissal of the appeal with finality, are dispositive as to all issues regarding the Option. Alternatively, Landlord asserts Summary Judgment is proper because there was no meeting of the minds nor a written agreement as to a new sales price or closing date after the initial default. Landlord also seeks Summary Judgment on Tenant’s claims for the value of improvements based on the plain language of the lease, and the failure of Tenant to furnish any competent evidence regarding the costs and extent of repairs. Finally, Landlord seeks Summary Judgment for an eviction Order and the amount of past due rent, late fees, returned check fees and expenses. The amount sought is supported by the Affidavit of Christy Ramsey, filed in support of the Motion.

For the reasons stated herein, the Court finds Landlord is entitled to the requested relief. In reaching this result, the Court has, as required by the applicable caselaw, given due

consideration to the fact that the Court is required to view the facts, and all inferences from the facts, in the light most favorable to the non-moving party. Having applied this rule of law, the Court finds Landlord is entitled to Summary Judgment for the reasons set forth herein.

**1. The Magistrate Court decision, as affirmed on appeal, is dispositive of all claims regarding existence of an option to purchase.**

Tenant's argument against the Magistrate Court's Order is based on lack of subject matter jurisdiction. Tenant claims the property interest at issue is an ownership interest, which Tenant claims the magistrate court does not have subject matter jurisdiction to hear. This argument is defeated by SC Code Annotated Section 22-3-20(2) which provides an exception to that general rule as follows, "No magistrate shall have cognizance of a civil action . . . (2) When the title to real property shall come in question, **except as provided in Article 11 of this chapter** (emphasis added)". So, the magistrate does, by statute, have jurisdiction unless the complaining party can show compliance with Article 11.

Article 11, SC Code Annotated Section 22-3-1120 provides the procedure a litigant must follow to divest the magistrate of jurisdiction. The litigant must raise the issue in the answer, and must at the time of answering "deliver to the magistrate a written undertaking, executed by at least one sufficient surety and approved the magistrate, to the effect that if the plaintiff shall within twenty days thereafter deposit by the magistrate a summons and complaint in an action in the circuit court for the same cause. . ."

The statute additionally provides that if the undertaking is not delivered to the magistrate then the magistrate does have subject matter jurisdiction. *See* SC Code Annotated Section 22-3-1140. At his deposition, Tenant admitted he did not provide any surety to the Court and did not file a summons and complaint in circuit court at the time of the magistrate court trial. Accordingly, the Magistrate did have jurisdiction to render a decision, did in fact render a decision, and that

decision was affirmed on appeal. Plaintiff cannot now litigate the matter a second time. The doctrines of collateral estoppel and *res judicata* are controlling here as a matter of law. There is no issue of fact for the jury to decide as it has already been decided by the magistrate as a matter of law. Therefore, the Magistrate's Order finding a landlord tenant relationship between the parties is conclusive and final.

**2. Defendants are entitled to Summary Judgment on any option to purchase claims as there was neither a signed written contract nor a meeting of the minds for a new price or close date.**

The original purchase option expired by its plain and unambiguous terms in 2015. There is no written agreement extending the purchase option time frame nor setting a new price, and Tenant has no equitable interest in the property. South Carolina law is well settled that contracts to purchase real property must be in writing and signed. Additionally, a valid contract requires a meeting of the minds on all material terms. The South Carolina Court of Appeals, in Reed v. Boykin, 282 SC 614, 320 SE2d 68 (Ct. App. 1984) specifically held that a contract not including a dollar amount of consideration was void and unenforceable:

The appealed order held the contract to be void for indefiniteness and uncertainty; this was partially based upon the failure of the contract to state a consideration for the transfer of the stock and because Boykin admitted that an addendum was to be added to establish an agreement pertaining to insurance commissions, a material part of the alleged contract.

Where the parties intend to reduce some material part of a contract to writing, and it is not reduced to writing, there is no contract. Bugg v. Bugg, 272 S.C. 122, 249 S.E.2d 505 (1978).

"Vagueness of expression, indefiniteness and uncertainty as to any of the essential terms of an agreement [such as consideration, as we have in the instant case] have often been held to prevent the creation of an enforceable contract." 1 CORBIN ON CONTRACTS, § 95 (1963).

The evidence of record supports the conclusion of the trial judge that there is no enforceable contract by which H.A. Reed sold one-half interest in H.A. Reed and Associates, Inc., Reed v. Boykin at 615-16.

Similarly, in this case, there has been no agreement setting forth an updated and agreed upon sales price at any time since the original Option expired in 2015. Viewed in the light most favorable to Tenant, the best the record reflects is that Tenant still wanted to explore purchasing the property, provided a new appraisal and attempted to open negotiations on a new purchase option price. Regardless, Landlord unequivocally replied that there would be no negotiations until such time as all the past due rent was paid. The past due rent was not paid and there were no negotiations nor agreement on a new sales price. Instead, Tenant remained in the house and paid no rent after September 2019.

There was never been a meeting of the minds for a new sales price, and there was no consideration for a new option to purchase agreement. The original Agreement, which contained the Option, converted to a month-to-month lease according to its terms and the parties did not enter into any written purchase agreement after the original option to purchase expired. Therefore, Landlord is entitled to Summary Judgment finding that no enforceable purchase agreement existed between the parties.

**3. Landlord is entitled to Summary Judgment on Tenant's claims for repair/renovation cost and on Landlord's claims for past due rent and late fees.**

With regard to the claims by the Tenant for reimbursement for repairs and alterations to the premises, the language of the lease is plain and unambiguous:

8. Lessees shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the consent of the Lessor. *All* alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessees, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessees, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this Lease. Furthermore, Lessees agree not to make any structural changes to the residence unless specifically approved in writing by Lessor.

9. Lessees will, at their sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessees shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the walks free from dirt and debris; and at their sole expense, shall make all required repairs to the plumbing, range, heating apparatus, electric fixtures, structure of house, or other appliances whenever needed.

Tenant failed to produce at his deposition or at this Motion hearing any invoices or receipts for any repairs, or a support affidavit as required by Rule 56 of SCRCP. Therefore, Tenant's claim is subject to Summary Judgment due to a lack of evidence to support Tenant's claims.

However, as to Landlord's counterclaim for rent, late fees, and costs, such claim is adequately supported by affidavit. Further, Tenant again failed to file an affidavit to contradict Landlord's claim. As such, Landlord is entitled to Summary Judgment in the amount of \$100,301.00.

Further, as a result of being in default of the parties' agreement Tenant's status is that of a defaulting holdover tenant. Landlord is therefore entitled to an Order of Eviction to gain possession of the subject property.

### **Conclusion**

Based upon the findings of fact and conclusions of law as set forth above, it is Ordered as follows:

- 1) Plaintiff Tenant, based on the Magistrate and this Court's findings, has no valid option to purchase the property and has no equitable ownership claim or interest in the subject real property;
- 2) Defendant Landlord is entitled to Summary Judgment dismissing the Plaintiff Tenant's claims against Landlord for the costs of improvements and the claims are hereby denied and dismissed;

- 3) Landlord is entitled to Summary Judgment against Tenant for damages in the amount of One Hundred Thousand, Three Hundred and One Dollars (\$100,301.00) and judgment is entered against Tenant Pranceton Williams in this amount;
- 4) Tenant is ordered to not commit waste or damage to the real property, and is ordered not to remove any equipment, appliances or fixtures from the property;
- 5) Landlord is entitled to evict Tenant from the property, including issuance of a Writ of Ejectment to be entered herewith;
- 6) Tenant is directed to vacate the property within thirty days of the filing of this Order, and Landlord is entitled to enforcement of the Writ of Ejectment by the Greenville County Sheriff if Tenant does not timely vacate the property.

**AND IT IS SO ORDERED!**

---

Dale E. Van Slambrook  
South Carolina Circuit Judge

Dated: \_\_\_\_\_





---

---

---

---

---

---

---

(



Greenville Common Pleas

**Case Caption:** Pranceton Williams vs. William Bill Rhodes , defendant, et al

**Case Number:** 2022CP2303012

**Type:** Order/Summary Judgment

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge  
#2781

# Certificate of Electronic Notification

## Recipients

**Gregory Morton** - Notification transmitted on 10-13-2025 09:11:47 AM.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]

-

**A filing has been submitted to the court RE:** 2022CP2303012

**Official File Stamp:** 10-13-2025 09:11:30 AM

**Court:** CIRCUIT COURT

Common Pleas

Greenville

**Case Caption:** Pranceton Williams vs. William Bill Rhodes ,  
defendant, et al

**Document(s) Submitted:** Order/Summary Judgment Mailed copy of order  
to PPS 10/13/2025

**Filed by or on behalf of:** Dale Van Slambrook

This notice was automatically generated by the Court's auto-notification system.

-

**The following people were served electronically:**

Gregory Alan Morton for William Bill Rhodes,  
Elizabeth Holcomb

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Pranceton Williams for Pranceton Williams

Christopher Jones

Pranceton Williams for Pranceton Williams

Christopher Jones