

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

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APPEAL FROM GREENWOOD COUNTY  
Court of Common Pleas

Charles M. Watson, Jr., Special Referee

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Case No. 2025-000569

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Greenwood Mills, Inc.,

Respondent,

v.

Rodney White,

Appellant.

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INITIAL BRIEF OF RESPONDENT  
GREENWOOD MILLS, INC.

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**SC Court of Appeals**

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1. Rule 32, SCRPC
2. Rule 56, SCRPC

STATEMENT OF THE ISSUE ON APPEAL

I. DID APPELLANT PRESERVE ANY ARGUMENT SUPPORTING ANY ASPECT OF THIS APPEAL?

II. DID THE SPECIAL REFEREE PROPERLY GRANT PARTIAL SUMMARY JUDGMENT DETERMINING APPELLANT HAD NO RIGHTS TO THE SUBJECT REAL PROPERTY?

III. DO APPELLANT'S REMAINING ARGUMENTS FALL WITHIN THE SCOPE OF REVIEW?

## STATEMENT OF THE CASE

This action originates from contracts between Respondent Greenwood Mills, Inc. (“**Greenwood Mills**”) and Appellant Rodney White (“**White**”) for the sale of Greenwood County, SC parcel 6845-728-882 located at 341 Maxwell Avenue, Greenwood, SC (the “**Property**”) and the breaches of those contracts by White.

Greenwood Mills brought this action demanding a judicial decree against White for confirmation of White’s breach(es) of contract(s), White to vacate and/or be ejected from the Property along with any personal property items and termination of any lis pendens filed by White regarding any part of the Premises. [Greenwood Mills’ Amended Complaint]. In his responsive pleading, White asserted defenses and a counterclaim for damages. [White’s Answer and Counterclaim to Amended Complaint].

The Honorable Frank R. Addy granted summary judgment to Greenwood Mills on July 31, 2023 specifically as to White’s claim to own the Property through adverse possession. [July 31, 2023 Order]. On the morning of the original scheduled trial date of July 15, 2024, White’s and White’s counsel’s moved to relieve counsel. The Honorable Eugene C. Griffith, Jr. granted this motion, gave White 30 days to secure new counsel and referred the case to a Special Referee for adjudication. [July 15, 2024 Order]. On October 15, 2024, Judge Griffith filed a signed Order appointing Chuck Watson as Special Referee. [October 15, 2024 Order].

The Special Referee heard and granted Greenwood Mills’ outstanding motion for summary judgment as to any remaining claims of ownership of the Property<sup>1</sup> prior to the November 27, 2024 nonjury trial on the sole remaining issue, White’s counterclaim. [November 22, 2024 Order]. By Final Order dated February 21, 2025, the Special Referee found in favor of

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<sup>1</sup> Greenwood Mills did not argue for summary judgment as to White’s counterclaim at the November 6, 2024 hearing. [Transcript of Hearing (November 6, 2024)].

Greenwood Mills on White's counterclaim and denied White's motion for reconsideration of the November 22, 2024 Order Granting Partial Summary Judgment. [February 21, 2025 Order].

On March 21, 2025, Appellant's counsel filed a Notice of Appeal with this Court. After receiving multiple extensions, Appellant's counsel filed an Initial Brief and Designation of Matter on July 21, 2025. Nine days later, White's counsel filed a motion to withdraw as counsel. In that motion, Appellant himself asked the court to withdraw Appellant's Initial Brief and Designation of Matter. This Court granted those motions and gave Appellant sixty (60) days to retain new counsel or be deemed to be proceeding pro se. After receiving another extension of time, Appellant filed his new Initial Brief and Designation of Matter on December 15, 2025, only raising issues specifically with regard to the Special Referee's November 22, 2024 Order Granting Partial Summary Judgment.

#### APPELLATE REVIEW

Summary judgment is appropriate where there is no genuine issue of material fact, entitling the moving party to judgment as a matter of law. Marlowe v. SCDOT, 446 S.C. 309, 311, 919 S.E.2d 553, 554 (S.C. 2025). Orders granting summary judgment are reviewed de novo, applying the same standard as the trial court under Rule 56, SCRCP. Id. In an action at law on appeal of a case tried without a jury, the appellate court's standard of review extends only to correction of errors of law. Okatie River, L.L.C. v. Southeastern Site Prep, L.L.C., 353 S.C. 327, 334, 577 S.E.2d 468, 472 (S.C. Ct. App. 2003)

While evidence and reasonable inferences are viewed in the light most favorable to the nonmoving party, allegations, speculation and conclusory assertions are insufficient to create a genuine issue of material fact. Should the moving party meet its burden, the opposing party must present specific facts demonstrating a triable issue. S. Glass & Plastics Co. v. Kemper, 399 S.C.

483, 490, 732 S.E.2d 205, 208-09 (S.C. Ct. App. 2012). An appellate court does not reweigh evidence or resolve credibility disputes in conducting this review. Dillard v. Blackman, 258 S.C. 158, 159, 187 S.E.2d 643, 643 (S.C. 1972).

It is well settled that issues must be presented and ruled upon by the trial court to be preserved for appellate review. Elam v. S.C. Dep't of Transp., 361 S.C. 9, 23, 602 S.E.2d 772, 779 (S.C. 2004). Where a party fails to obtain a ruling on an issue, that issue is not preserved for appellate review. Id. at 23–24, 602 S.E.2d at 779–80. Further, SCRCP 32 sets forth the specific method for deposition testimony to become part of the trial court's record for potential appellate review.

#### FACTS

Respondent, as owner of the Property, and Appellant, as interested buyer of the Property, most recently contracted for the purchase of the entire Property in 2021. At that time, the parties, with White represented by counsel<sup>2</sup>, agreed to terms for the sale of the entire Property for \$95,000.00 (the “**2021 Contract**”). [2021 Contract attached as an exhibit to Greenwood Mills' Amended Complaint and confirmed in White's Answer and Counterclaim to Amended Complaint; Transcript of Trial (November 27, 2024) at 32-33 and 65]. White failed to secure funding for the 2021 Contract, and Greenwood Mills provided White with notice of default and cancelation of the 2021 Contract. [White's Answer and Counterclaim to Amended Complaint].

Since White's filing of multiple lis pendens for and continued presence on the Property conceivably renders the parties' prior relationship relevant, it should be noted that Greenwood Mills and White previously entered into a Contract and Purchase Agreement (the “**2003 Contract**”) for the seller-financed sale of the portion of the Property East of Gulf Street by seller

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<sup>2</sup> Senator Billy Garrett represented White when the parties executed the 2021 Contract. [Transcript of Trial (November 27, 2024) at 65].

Greenwood Mills to purchaser White for \$50,300.00. [2003 Contract attached as an exhibit to Greenwood Mills' Amended Complaint and confirmed by White in his Answer and Counterclaim to Amended Complaint]. After making a down payment of \$5,000.00 and, over the first eight (8) months of the term of the 2003 Contract, only six (6) of the one hundred seventy-eight (178) scheduled monthly payments of \$514.91, White failed to make any additional payments before Greenwood Mills granted him permission to retain a presence on the Property indefinitely and rent-free. [White's Answer and Counterclaim to Amended Complaint].

#### ARGUMENT

##### I. APPELLANT PRESERVED NO ARGUMENT SUPPORTING ANY ASPECT OF APPEAL

Appellant's entire appeal fails, as White failed to preserve any arguments for which he seeks this Court's review. White made no objection to the Special Referee hearing on November 6, 2024 Greenwood Mills' previously filed and outstanding motion for summary judgment. [Transcript of Hearing (November 6, 2024)]. White further made no objections to the Special Referee's consideration of evidence at that proceeding. *Id.* Appellant's arguments challenging procedure and the granting of partial summary judgment are not properly before this Court because they were neither raised to nor ruled upon by the Special Referee.

Appellant's Initial Brief also seeks review only as to matters decided by the Order Granting Partial Summary Judgment and reaffirmed by the Final Order, thereby not permitting reconsideration of issues beyond that ruling. As such, none of White's arguments provide a basis for disturbing the judgment, and Respondent objects to the consideration of anything referenced in Appellant's Designation of Matter to be Included in the Record on Appeal not part of the record from the trial court level.

II. THE SPECIAL REFEREE PROPERLY GRANTED PARTIAL SUMMARY JUDGMENT DETERMINING APPELLANT TO HAVE NO RIGHTS TO THE SUBJECT REAL PROPERTY

1. Appellant Cannot Show Procedural Error By The Special Referee

To the extent the Court desires consideration notwithstanding the lack of preservation of arguments, Appellant's apparent claim not to have been issued formal notice of the November 6, 2024 summary judgment hearing fails, as the then pro se White and his eventual trial counsel/initial appellate counsel unquestionably received notice. Prior to the hearing, White's trial counsel/initial appellate counsel made a motion for a continuance only as to the *trial* of the case<sup>3</sup> and appeared on behalf of White at this hearing, making no objection to the Special Referee proceeding. [White's Motion for Continuance (November 2, 2024); Transcript of Hearing (November 6, 2024)].

By the time Judge Griffith's office referred the case to the Special Referee on October 15, 2024, White's thirty (30) day stay to retain new counsel had long since expired. In fact, the Special Referee heard Greenwood Mills' motion for summary judgment eighty-four (84) days after the expiration of Judge Griffith's thirty (30) day stay for White to retain new counsel. While White ultimately retained counsel by the November 6, 2024 hearing, the late notice of appearance by this new counsel did not warrant yet another delay in the case.

Appellant also fails in his contention that the Special Referee did not follow Judge Griffith's Order when referring the entire matter. The Special Referee followed Judge Griffith's instructions for holding a "full hearing on the merits" by hearing Greenwood Mills' outstanding motion for summary judgment and presiding over the subsequent trial. The Court left no issues unresolved.

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<sup>3</sup> The Special Referee granted White's request for an extension of the trial date, setting that proceeding for November 27, 2024.

2. The Special Referee Did Not Err In Its Order Granting Partial Summary Judgment

The Special Referee correctly found White to have breached the governing 2021 Contract by failing to perform his contractual obligations. The Order Granting Partial Summary Judgment simply found that Greenwood Mills' termination of that agreement resulted in no further contractual obligations to White and confirmed Greenwood Mills' continued fee simple ownership of the Property, which it has owned since 1933.

While Appellant now seeks to disclaim the 2021 Contract, the record clearly shows the 2021 Contract to be a binding contract between the parties. [2021 Contract attached as an exhibit to Greenwood Mills' Amended Complaint and confirmed in White's Answer and Counterclaim to Amended Complaint; Transcript of Trial (November 27, 2024) at 32-33 and 65]. Offer, acceptance and valuable consideration are the necessary elements of a contract, which is an obligation that "arises from actual agreement of the parties manifested by words, oral or written, or by conduct." Electro-Lan of Aiken, Inc. v. Sharp Construction Co. of Sumter, Inc., 357 S.C. 363, 368, 593 S.E.2d 170 (S.C. Ct. App. 2004) (citing Carolina Amusement Co. v. Connecticut Nat'l Life Ins. Co., 313 S.C. 215, 220, 437 S.E.2d 122, 125 (S.C. Ct. App. 1993) and quoting Regions Bank v. Schmauch, 354 S.C. 648, 660, 582 S.E.2d 432, 439 (S.C. Ct. App. 2003)). The record also shows an undeniable breach of that contract. Tomlinson v. Mixon, 367 S.C. 467, 479, 626 S.E.2d 43, 49 (S.C. Ct. App. 2006) ("[n]onperformance of a valid contract is a breach thereof"). Greenwood Mills sought no damages, only confirmation of the termination of any binding contractual obligations and removal of White from the Property.

Appellant, represented by Senator Billy Garrett at the time of execution of the 2021 Contract, failed to introduce into the record any evidence to support baseless allegations of duress, misrepresentation or threats relating to the execution of that agreement. Further,

Appellant produced nothing in the record to substantiate an extension of time to consummate the sale of the Property or any attempt at any time to tender the remainder of the purchase price for the Property. While Greenwood Mills did issue White formal notice of termination<sup>4</sup>, to the extent necessary, Greenwood Mills' lawsuit itself can be deemed to be termination of any applicable contract with White for purchase of the Property.

The Special Referee properly found that the 2021 Contract served as a novation to any conceivable continuing obligations under the 2003 Contract. Under South Carolina law, a novation occurs when the parties mutually agree to extinguish an existing contractual obligation and substitute it with a new one. The essential elements of novation are a prior valid obligation, an agreement of all parties to a new contract, the extinguishment of the old obligation and the validity of the new agreement. Superior Auto. Ins. Co. v. Maners, 261 S.C. 257, 259, 199 S.E.2d 719, 720 (S.C. 1973) (the question of novation is one of law for the court when the prima facie evidence shows unambiguous contractual language controls and obviates the need to resort to evidence of subjective intent); Masters v. KOL, Inc., 431 S.C. 28, 846 S.E.2d 893 (S.C. Ct. App. 2020). Following a novation, a party may not rely on rights or obligations arising under the superseded agreement. Moore v. Weinberg, 373 S.C. 209, 213, 644 S.E.2d 740, 742 (S.C. Ct. App. 2007). Applying these principles, the Special Referee correctly concluded that the parties' 2021 Contract constituted a novation of the prior 2003 Contract.

Even if the 2003 Contract, which had been superseded by the 2021 Contract, is relevant for any purpose other than simply establishing the reason for White's presence on the Property prior to the 2021 Contract, such application would not alter the outcome. White also undisputedly failed to satisfy the payment obligations required under the 2003 Contract, and his

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<sup>4</sup> White's Answer and Counterclaim to Amended Complaint

nonperformance foreclosed any enforceable right to acquire ownership under that contract as a matter of law. The record is void of anything supporting Appellant's unsubstantiated claims of the existence of or the Special Referee's reliance on "fabricated documents" relating to the 2003 Contract. [Transcript of Hearing (November 6, 2024)].

Moreover, any claim for equitable redemption of the 2003 Contract, the only contract Appellant claims governs, does not come close to applying. Equitable redemption "is determined by an examination of case-specific factors, such as length of default and number of payments made." Cody Discount, Inc. v. Merritt, 368 S.C. 570 at 573, 629 S.E.2d 697 at 700 (S.C. Ct. App. 2006). While Lewis v. Premium Investment Corporation, 351 S.C. 167, 568 S.E.2d 361 (S.C. 2002) recognizes that equitable redemption can apply in an installment contract in "appropriate circumstances," no case law supports a claim for equitable redemption based on six (6) of one hundred seventy-eight (178) scheduled payments being made. Equity follows the law and cannot override the absence of performance or supply rights that never vested. C & S Nat'l Bank v. Modern Homes Constr. Co., 248 S.C. 130, 133, 149 S.E.2d 326, 327 (S.C. 1966). Accordingly, Appellant's invocation of equitable principles fails and does not preclude the summary judgment order he appeals.

### III. APPELLANT'S REMAINING ARGUMENTS FALL OUTSIDE THE SCOPE OF REVIEW

Appellant's remaining arguments concern the performance of his trial/initial appellate counsel and events occurring after and not pertinent to the entry of partial summary judgment. Further, he relies on deposition testimony never made a part of the official record. [Transcript of Hearing (November 6, 2024)]. Such arguments provide no basis for appellate relief, as they are either unpreserved or irrelevant to the only matter appealed, which is the Order Granting Partial Summary Judgment.

## CONCLUSION

Because of the lack of any genuine issues of material fact, the Special Referee correctly granted Greenwood Mills partial summary judgment, the only finding appealed to this Court. Most importantly, Appellant preserved no issues for which he seeks relief from this Court. Even if reviewed, the undisputed record establishes that White failed to perform his obligations pursuant to any contract, resulting in Greenwood Mills' termination of any and all agreements. White's remaining challenges rest on immaterial factual assertions, unpreserved procedural complaints or issues beyond the scope of the summary judgment order and therefore, provide no basis for appellate relief.

For all the foregoing, the trial court's record should be affirmed in all respects.

Respectfully submitted,

January 13, 2026

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