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SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

BRIAN C. HOLTZCLAW,

Plaintiffs,

v.

JEFFREY K. GILLIAN AND MARSHALL
CASEY PFEIFFER;

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2022-CP-24-0287

Order Granting Defendants'
Motion for Summary Judgment
And Dismissing the Lis Pendens filed at
2022-LP-24-00025

This matter comes before the Court on the Motion for Summary Judgment filed by Defendants Jeffrey K. Gillian and Marshall Casey Pfeiffer. A virtual hearing was held. O. W. Bannister, Esq., appeared for the Plaintiff. Shawn French, Esq. was present for the Defendants. After reviewing the pleadings, affidavits, and memoranda submitted by the parties, and considering the applicable law, the Court finds that there is no genuine issue of material fact and that Defendants are entitled to judgment as a matter of law on all issues in the Plaintiff's Complaint.

PROCEDURAL HISTORY

This matter concerns real property located in Greenwood County, South Carolina, commonly known as 105 and 107 Eagle Road, Greenwood, SC.

1. The Plaintiff filed a *Lis Pendens* against this property on March 10, 2023.
2. Mr. Gillian had no knowledge of this *Lis Pendens*. He conveyed his interest in this property to Mr. Pfeiffer on March 28, 2022. This was done to pay off a mortgage and to stop a foreclosure sale.
3. This complaint was filed on March 29, 2022, against Mr. Gillian.
4. The Complaint contained causes of action for Specific Performance and for Breach of Contract. There was no contract attached to the complaint or described in the complaint.
5. An Amended Complaint was filed on May 9, 2022, adding Mr. Pfeiffer as a defendant but keeping the substance of the claims the same.
6. The Defendants timely answered, and this case was referred to Special Referee Roy Hemphill by order of the Court on January 31, 2024.



7. On April 24, 2024, Defendants filed a Motion for Summary Judgment. The hearing was noticed for May 7, 2024. At the hearing, counsel for the Plaintiff moved to continue the hearing on the Motion for Summary Judgment to conduct the deposition of Alecia Compton. The continuance was granted.
8. After multiple attempts, the deposition of Mrs. Compton was taken and the Motion for Summary Judgment was heard by virtual hearing on September 4, 2025.

FINDINGS OF FACT

Plaintiff seeks the equitable remedy of specific performance and is seeking damages for breach of contract. As stated in *Amick v. Hagler*, 334 S.E.2d 525 (Ct. App. 1985), specific performance is not available unless the contract expresses the true intent of the parties and is fair, just, and equitable. Further, as clarified in *Ingram v. Kasey's Assoc.*, 531 S.E.2d 287 (2000), the remedy requires:

1. Clear evidence of a valid agreement;
2. Part performance by the plaintiff with knowledge of the defendant; and
3. Plaintiff's continued willingness and ability to perform.

After reviewing the record, the Court finds insufficient evidence of a valid agreement to sell the subject property. Plaintiff relies on the testimony of Alicia Compton to establish agency, but Ms. Compton clearly stated she was only Defendant Gillian's bankruptcy attorney and not his realtor. She further testified that she waited for a contract of sale from the parties to act as a closing attorney, but no such contract was ever presented. While she may have received an offer from Mr. David Peart, there is no evidence of its acceptance. Moreover, Ms. Compton testified that she had no communications with Plaintiff Holtzclaw.

The Defendants have demonstrated that there was no meeting of the minds, no written agreement, and no communication between Mr. Gillian and Mr. Holtzclaw regarding the sale of the property.

The alleged oral agreement also fails under the Statute of Frauds, S.C. Code Ann. § 32-3-10(4), which requires contracts for the sale of land to be in writing and signed by the party to be charged.

Additionally, the communications relied upon by Plaintiff were exclusively between David Peart and Ms. Compton, neither of whom had authority to bind Mr. Gillian to any agreement. There is no evidence of essential terms, such as price or closing date, and no documentation indicating mutual assent.

For these same reasons, the Plaintiff's Breach of Contract claims fail as well.

Accordingly, the Court finds that Plaintiff has failed to produce evidence sufficient to support the claims of breach of contract or specific performance. There is no genuine issue of material fact, and Defendants are entitled to judgment as a matter of law.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Defendants' Motion for Summary Judgment is hereby **GRANTED**, and Plaintiff's claims are **DISMISSED WITH PREJUDICE**, and the **LIS PENDENS** is **CANCELLED** of record.

AND IT IS SO ORDERED.



Roy R. Hemphill
Special Referee for Greenwood County

November 21, 2025
Greenwood, South Carolina