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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
RICHLAND COUNTY	)	FIFTH JUDICIAL CIRCUIT
	)	
Hope Henderson,	)	2023 CP 40 03511
Plaintiff,	)	
	)	
v.	)	Order
	)	Granting Summary Judgment
Elicishia Ridgeway, individually and	)	
As the Special Administrator of the	)	
Estate of Barbara Ann Crim,	)	
2023 ES 40 1014, Jozett Hobgood,	)	
And Marion Scott Wilson, II,	)	
Defendants.	)	

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Oct 28 2026
SC Court of Appeals

On August 28, 2024, defendants moved before this court for summary judgment based upon the lack of evidence of an executed contract. Plaintiff brought this action for specific performance of a contract to purchase real and personal property, quiet title, breach of contract, fraud and conspiracy.

Plaintiff presented an affidavit providing details regarding the timing and nature of the contract between herself and her aunt, the decedent Barbara Crim, a copy of payment receipts she titled “land payments,” and an unsigned copy of a will for Ms. Barbara Crim. Defendants argue that no contract exists or can be found and that there is no evidence of fraud on behalf of the decedents.

In a motion for summary judgment, the court must analyze the facts in the light most favorable to the non-moving party. If, upon such analysis, there is no genuine issue of material fact, summary judgment should be granted.

This court finds that no genuine issue of material fact is presented such that summary judgment against the plaintiff is granted. Plaintiff alleges that the signed contract was sent to the

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decedent from a lawyer's office and therefore in the hands of defendants. This is the only proof of fraud and conspiracy. Counsel argued there is a recording of the defendants acknowledging a contract. Neither the recording nor a transcript was presented at this hearing. Plaintiff's affidavit states that Josette admitted having the contract on this recording. Taking that as true, there is no evidence that Josette or any other defendant has kept the contract from plaintiff. Plaintiff's counsel indicated no further discovery had been requested and was not needed. Defense counsel requires no further discovery. There is no evidence other than the allegations as stated in the complaint that the parties are misrepresenting the facts or otherwise conspiring with each other to prevent Ms. Henderson from presenting her case.

Plaintiff asserts that pursuant to Player v. Chandler, 299 SC 101, 382 SE 2d 981 (SC 1989) and its progeny, plaintiff is not required to show a complete writing and survives any statute of frauds argument despite the lack of a signed agreement. Player v. Chandler involved a written lease agreement on real property. The extension and renewal of the lease was negotiated orally and resulted in a disagreement between the parties. The court found there was no meeting of the minds and any lease modification was void pursuant to the Statute of Frauds. SC Code § 32-3-10 and § 27-34-20. A contract required to be in writing cannot be orally modified. *Player* at 105 citing *Windham v. Honeycutt,* 279 C 109, 203 SE2d 856 (1983). In Player, the appellants asserted part performance, equitable estoppel, and evidence of memorandum as exceptions to the Statute of Frauds. The arguments failed in *Player.*

Although no writing was submitted to this court, both counsel argued the existence of an unsigned contract for deed. In a contract for deed, the seller and purchaser enter into a bond for title such that the deed would not be filed of record until all payments for the property have been made. The contract may be filed. The purchaser is allowed to occupy the property during the

term of the contract. Such conveyances may be filed with the Register of Deeds or Clerk of Court for the protection of all parties. See Handbook for South Carolina Dirt Lawyers, Manning (2006). Contract and bonds for title hold an interest against property such that they are exceptions to clear title. The contracting party could have a beneficial interest requiring foreclosure upon termination of the contract. See Wilder v. Wilke, 330 SC 71, 497 SE2d 731 (1998) (review of foreclosure upon bond for title).

Counsel argues that a contract for deed was prepared and signed at some point. However, the signed contract was not recordable when the parties attempted to record it. The attorney who prepared the contract did not attempt to record it. No copy was kept or found. Counsel also assert that the contract was revised to allow it to be recorded. This revised contract was not recorded, and there is no signed copy of this revised contract.

A 2021 *unsigned* will of Barbara Crim devises a mortgage to certain heirs. Plaintiff's counsel argues this shows intent of Ms. Crim to convey her interest in the contract and an acknowledgment of the contract. Plaintiff's counsel argues it is scrivener's error only that results in the misidentification of the property address and the reference to the document as a mortgage rather than a contract of sale. This court finds it shows no intent on behalf of the decedent as it was not signed by her.

Plaintiff presented 8 Western Union receipts wherein it is written that each $150.00 payment went to Barbara Crim. The first receipt is written as July/August 2022 and the last receipt is written as March 2023 to Marion Wilson. Key terms for any contract are not delineated. The only evidence of a full and complete meeting of the minds is from plaintiff's affidavit but it omits key terms of any alleged contract. It is undisputed that plaintiff lived there

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and made payments to Ms. Crim. Plaintiff alleges defendants are concealing a contract but failed to present any evidence of that allegation to this court at this stage.

Plaintiff's counsel argues that the parties are unsophisticated requiring this court to overlook the issues in signing, recording, or using proper terminology. It appears that the decedent sought the help of legal professionals consistently. She had a will prepared that she did not sign. She had a contract prepared by an attorney she sought to have properly revised. I have no reason to believe the decedent would not have the proper documentation. Quite the opposite, decedent sought proper documentation for her transactions. The lack of a signed agreement speaks loudly and clearly. The evidence of memoranda are not sufficient to overcome the lack of a signed agreement.

Plaintiff presented no argument as to equitable estoppel.

Therefore, summary judgment is granted. It is so Ordered.

Hon. Martha M. Rivers
Presiding Judge

[Electronic Signature & Date to Follow]

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Richland Common Pleas

Case Caption:	Hope Henderson vs Elicishia Ridgeway , defendant, et al
Case Number:	2023CP4003511
Type:	Order/Summary Judgment

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)