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Sep 18 2024

S.C. SUPREME COURT

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF DORCHESTER )  
 )  
 Rufus Rivers )  
 )  
 Plaintiff )  
 vs. )  
 )  
 Brumby Corp.; James & Nancy Brumby )  
 )  
 Defendants )


In the Court Of Common Pleas  
 For the First Judicial Circuit  
 2008-CP-18- 1209

SUMMONS

FILED-RECORDED  
 2008 MAY 13 AM 8:37  
 CHERYL GRANAHAN  
 CLERK OF COURT  
 DORCHESTER COUNTY

TO: THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy is served upon you, and to serve a copy of your written response to the said Complaint on Rufus Rivers, at 1273 Maryland Drive, Ladson, SC, 29456 within (30) days after the date of service hereof, exclusive of the day of service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded in the Complaint.

  
 Rufus Rivers, Plaintiff  
 Pro Se

Ladson, South Carolina  
 May 12, 2008

1273 Maryland Drive  
 Ladson, SC 29456  
 843-818-9532

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COMPLAINT  
 Jury Trial Demanded  
 (Breach of Contract)  
 (Unfair Trade Practices)

FILED-RECORDED  
 2008 MAY 13 AM 8:31  
 CHERYL GRANHAM  
 CLERK OF COURT  
 DORCHESTER COUNTY

The Plaintiff, herein, Complaining of the Defendants, would respectfully allege:

1. That the Plaintiff, Rufus Rivers, is a citizen and resident of Dorchester county, State of South Carolina.
2. That the Plaintiff is informed and believe the Defendant, Brumby Corporation, is a corporation organized and existing under the laws of South Carolina, with its principle place of business in Charleston County, South Carolina.
3. That the Plaintiff is informed and believe the Defendant, James Brumby is a citizen and resident of Charleston County, South Carolina.
4. That the Plaintiff is informed and believe the Defendant, Nancy Brumby is a citizen and resident of Charleston County, South Carolina.

For A First Cause Of Action  
 (Breach of Contract)

5. That the Plaintiff reallege and re-aver the allegations of the preceding paragraphs as if fully restated herein.
6. That on January 8, 2007, the Plaintiff entered into a lease option/ rental agreement to purchase real estate at 1273 Maryland drive, Ladson, South Carolina, 29456, from the Defendants.
7. That the terms of the rental agreement was \$800.00 per month to begin on February 1, 2007 and end February 1, 2008, or when the purchase was consummated.

8. That on January 8, 2007, the Plaintiff entered into a lease option purchase agreement with the Defendants.
9. That the terms of the lease option agreement were a selling price of \$130,000.00, with a \$10,000.00 down payment.
10. That on January 8, 2007, the Plaintiff gave the Defendants a promissory note for the \$10,000.00 down payment on real estate at 1273 Maryland Drive, Ladson, South Carolina, 29456, which was to be paid in monthly installments of a revised \$1000.00 per month due the Plaintiff's wife becoming a cancer patient.
11. That the Defendant induced the Plaintiff into a lucrative purchase agreement and then using the month-to-month lease to divest him and his family from the physical possession of the property under the circumstances constitutes breach of contract.

**For A Second Cause Of Action  
(Unfair Trade Practices)**

12. That the Plaintiff reallege and re-aver the allegations of the preceding paragraphs as if fully restated herein.
13. That the Plaintiff is informed and believe that the Defendants have willfully engaged in unfair and deceptive acts and practices in the conduct of trade or commerce in the State of South Carolina.
14. That the Plaintiff believes that the Defendants purposely inconspicuously, placed non-negotiated terms in the option to purchase agreement and did not make reference to it verbal or written in any other supporting documents pertaining to this very agreement.
15. That the Plaintiff affirmatively states that transactions in paragraphs 5,6,7,8,9 are all the sum of one purchase transaction, and not merely separate agreements.
16. That the Plaintiff further allege that such deceptive acts or practices will continue in the future and may adversely affect the public interest by occurring to other persons similarly situated.
17. That as a direct and proximate result of such unfair or deceptive practices, the Plaintiff have suffered an ascertainable loss of money and possibly property he was trying to purchase which they are entitled to recover actual damages as may be determined by the Courts.

18. That the Plaintiff is informed and believes that by virtue of the willful, unfair or deceptive acts or practices of the defendants, that the Plaintiff is entitled to have their actual damages trebled; all fees and costs, all as provided for by 39-5-140, Code of Laws of South Carolina(1976), as amended.

**Wherefore,** the Plaintiff demand judgement against the Defendants in an amount to be determined by the Courts; an award for reasonable fees and costs; an award of punitive damages in an amount sufficient to deter the Defendants from repeating the willful reckless and bad faith actions being inflicted upon the Plaintiff and his family; an award for treble damages as provided by the laws of this State; and an award for such other just and equitable relief as this court deems just and proper.

Ladson, South Carolina  
May 12, 2008

  
\_\_\_\_\_  
Rufus Rivers, Plaintiff  
Pro Se