

**THE STATE OF SOUTH CAROLINA
In The Supreme Court**

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S.C. SUPREME COURT

**APPEAL FROM ORANGEBURG COUNTY
The Honorable Edgar W. Dickson, Circuit Court Judge**

**Appellate Case No. 2020-000451
Supreme Court Case No. 2023-01318**

Rufus Rivers and Merle Rivers, pro se
Respondents

VS.

James Smith, Jr.
Petitioner

PETITION FOR REHEARING

COMES NOW, Respondents, and respectfully moves this court for a rehearing in the above referenced case. In support of this petition, Respondents states as follows:

INTRODUCTION

The court's decision dated 02/21/2025 should be reconsidered because failed to consider (1) the Respondents' detrimental reliance on Jessie Mae Smith's promise,(2) the inadequacy of the 30-day notice provided by the alleged new owner and, (3) a conflict in the court's concluding that the Rivers entered into a rental agreement. These issues are central to the fairness and outcome of this case, and the court's failure to address them constitutes a clear error of law and a manifest injustice.

STATEMENT OF THE CASE

This case arises from a landlord-tenant dispute in which the Respondents, Rufus and Merle Rivers, relied to their detriment on the previous owner, Jessie Mae Smith's, oral promise not to enforce any consideration. After the property was transferred to its current owner, he sent a 30-day notice stating he previously advised Respondents his desire to sell the property. Respondents do not recall any conversation as such. The notice did not identify the sender as the property owner as required by the statute. The court's decision to uphold the notice and evict the Respondents was based on a clear error of law and has resulted in a manifest injustice.

ARGUMENT

A. Detrimental Reliance

1. Legal Standard:

The doctrine of detrimental reliance is also known as “promissory estoppel”, is a principle designed to prevent injustice where equity is an issue. A promise that induces a reasonable reliance can create a binding obligation, even in the absence of a formal contract *Hoffman v. Red Owl Stores, Inc.*, 26 Wis. 2d 683 (1965).

2. Application to this case:

On or about September 10, 2009, then owner Jessie Mae Smith stated after being asked about her intentions regarding the property, her response was “I don't have plans to do anything with this property, do you want it? After replying “yes” she stated The property is yours, I am going to New York with James and they are not coming back here”. The Respondents reasonably relied on this promise from Jessie Mae Smith to the extent that they replaced the roof and made all necessary repairs needed. There was very little to no communication with the petitioner. As a result of this reliance, Respondents missed opportunities to seek other residency, have dealt with constant

unwarranted legal issues, emotional distress, and financial loss while facing eviction for 6 years.

B. Inadequacy In The 30-Day Notice

1. Legal Standard:

Due process requires that notice in eviction proceedings be clear, accurate and sufficient to inform the tenant of the grounds for eviction. See S.C. Code 27-35-420(b).

2. Application to this case:

The 30-day notice the Rivers received did not specify that Smith was the owner, nor was it dated. Respondents were dumbfounded.

pursuant to S.C. Code 27-35-420(b).

C. Rental Agreement Without Rent:


The court concluded that the Rivers created a rental agreement with the predecessor and to be a tenant one does not have to pay rent. This conflicts with the statute and the definition of rent. S.C. 27-40-210(10) defines rent as “the consideration payable for use of the premises...”

The Respondents' detrimental reliance on the previous owner, Jessie Mae Smith's, promises, the new owner's inadequate notice and the court's conclusion that a rental agreement was created are closely related. The new owner's actions exacerbated the harm suffered by the Rivers, who relied on the previous owner's promise in good faith. The court's failure to address these issues properly has resulted in manifest injustice.

CONCLUSION

For the foregoing reasons, Respondents respectfully request the court to grant a rehearing and reconsider its decision in light of the Respondents' detrimental reliance, the inadequacy of the 30-day notice and the court's conclusion that there was a rental agreement.

March 6, 2025


Rufus Rivers, pro se


Merle Rivers, pro se

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