

UNITED STATES SUPREME COURT

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Mar 25 2025

S.C. SUPREME COURT

**RUFUS RIVERS AND MERLE RIVERS, PRO SE
PETITIONERS
1429 LEGRAND SMOAK STREET, CORDOVA, SOUTH CAROLINA**

VS.

**JAMES SMITH, JR.
ATTORNEY OF RECORD, KATHLEEN McDANIEL, ESQ.
P. O BOX 1929
COLUMBIA, SOUTH CAROLINA 29202
SUPREME COURT CASE NUMBER 2023-01318**

PETITION FOR WRIT OF CERTIORARI

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CERTIFICATE OF COUNSEL

Rufus Rivers and Merle Rivers, pro se, hereby certify the following:

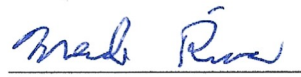
We certify the accompanying Petition for Writ of Certiorari complies with the rules of the Supreme Court of the United States, including including word court and formatting.

We certify that a copy the Petition for Writ of Certiorari was served on James Smith,Jr. through his counsel of record, Kathleen McDaniel, Esq.in accordance to Rule 29 of the rules of the Supreme Court.

We attest that the facts and arguments presented in the Petition for Writ of Certiorari are true and correct to the best of our knowledge and belief.

March 20, 2025


Rufus Rivers, pro se


Merle Rivers, pro se

QUESTIONS PRESENTED

1. Whether the state Supreme Court's decision, which find a landlord-tenant relationship based on an implied rental agreement without clear evidence of such an agreement, violated the Petitioners' due process rights under the Fourteenth Amendment.
2. Whether the Respondent's issuance of an invalid 30-Day notice created procedural confusion and prejudice, warranting review to ensure proper application of notice requirements in landlord-tenant disputed.
3. Whether the retention of the Petitioners' appeal bond after reversal of the lower court's judgment, in the absence of a stay request by the Respondent constitutes procedural inequity warranting review under federal law.
4. Whether the State Supreme Court erred by prioritizing an alleged implied rental agreement between the Petitioners and the predecessor over equitable principles, thereby undermining the Petitioners' long-term possession and significant improvements to the property.
5. Whether the U.S. Supreme Court should clarify the standards for implied rental agreements and reconcile conflicts between state property laws and equitable doctrines impacting long-term possessors.

TABLE OF AUTHORITIES

Statutes

S.C. Code Of Laws 27-40-210(12)

S.C. Code Of Laws 27-40-420(b)

Hoffman vs. Red Owl Stores, Inc., 26 wis.2d 683(1965)

University of Pennsylvania Law Review

OPINIONS BELOW

Magistrate's decision: The court's decision ordered ejection.(oral)

Circuit court decision: The Circuit Court affirmed the magistrate's court decision

Court of Appeals Opinion: The Court Of Appeals reversed the lower court's decision.

Supreme Court Opinion: The Supreme Court's opinion reversed the Court of Appeals decision and reinstated ejection.

JURISDICTION

This court has jurisdiction under 28 U.S. 1257(a), as this case involves final judgment by a state court of last resort, and the issues raised pertain to the petitioners' constitutional rights, including due process violations related to an improper eviction notice and ambiguous oral rental agreement terms. This case also raise significant questions under landlord-tenant laws, which necessitate clarification to ensure equitable treatment in similar disputed nationwide.

CONSTITUTIONAL PROVISIONS

Due Process Clause (5th and 14th amendments): The improper 30-Day notice issued by the respondent deprived the petitioners of property without adequate legal process, violating the petitioners' rights to due process.

Contract Clause:(Article I, section 10) The enforcement of the ambiguous oral rental agreement, compounded with the respondent's conduct, impaired the petitioners' contractual rights, contrary to constitutional protections.

STATUTORY PROVISIONS

State Landlord-Tenant Law: Under South Carolina Landlord-tenant statutes rental agreements- whether oral or written- must provide clear terms to be enforceable. The respondent's predecessor's oral promise not requiring consideration created ambiguity and disadvantaged petitioners.

Equity and Detrimental Reliance: Equitable doctrines including the doctrine of detrimental reliance...

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Equity and Detrimental Reliance: Equitable doctrines, including detrimental reliance, establish that predecessor's assurances obligated the respondent to act in good faith, which he failed to do.

CONCLUSION

STATEMENT OF THE CASE

On September 10, 2009 the petitioners were granted possession of the property at 1429 Legrand Smoak Street Cordova, South Carolina 29039 by the predecessor of the respondent without consideration. Subsequently, the respondent issued a 30-day notice to vacate the property but failed to specify ownership in the notice nor was the notice dated. (APP. A), raising serious questions about the notice's validity. Additionally, there was no written rental agreement creating ambiguity in the terms and placing the petitioners at a disadvantage. The petitioners, acting in reliance on the predecessor's assurances, incurred expenses and made decisions to their detriment. These issues were inadequately addressed by the lower courts, resulting in significant harm to the petitioners.(See Court of Appeals Decision, APP. B). Petitioners filed a summons and complaint with the circuit court on August 6, 2018. and was served on Respondent on August 14, 2018. Respondent filed an Application for ejectment and Rule to Show Cause on August 20, 2018 where hearings followed leading to the issuance of an order of ejectment. The case was appealed to the circuit court which affirmed the magistrates decision. The Circuit Court's decision was appealed to the Court of Appeals where it was reversed. Respondent, then file a petition for writ certiorari and was granted review. After review the Supreme Court reinstated ejectment.(See APP. C).

The nature of the oral rental agreement along with their detrimental reliance highlights the inherent challenges of enforcing verbal contracts in landlord-tenant disputes, pursuant to S.C. Code 27-40-210(12)(University of Pennsylvania Law Review).The Petitioners' good-faith reliance on the predecessor's verbal commitment further complicates this case, Hoffman vs. Red Owl Stores, Inc., 26Wis. 2D 683(1965),emphasizing the need for the U.S Supreme Court to clarify the treatment of oral agreements under federal and state landlord-tenant laws. These issues combined underscores the significant inequities faced by the Petitioners and the need for equitable relief.

REASONS FOR GRANTING THE PETITION

A. Improper 30-Day Notice: The 30-Day notice served by the respondent did not explicitly state the respondent's ownership, despite the petitioners having been granted by the predecessor. This omission undermines the notice's validity creates ambiguity about the respondent's authority to demand possession, in violation of fundamental landlord-tenant principles.

B. Oral Agreement: The oral nature of the agreement highlights the inherent challenges of enforcing verbal contracts in landlord-tenant disputes. Without written terms specifying rent or other conditions, the agreement becomes subject to interpretation, often to the detriment of the less powerful party.

B. Reliance And Detrimental Harm: The petitioners acted in good faith based on the predecessor's verbal assurance, making decisions and incurring costs with the expectation of continued possession. The oral nature of the agreement, combined with detrimental reliance, underscores the significant inequities faced by the petitioners and the need for equitable relief.

CONCLUSION


The petitioners respectfully submit that this case presents significant questions of law and equity that merits the Supreme Court's review. The improper 30-Day notice, issued without identifying the respondent's ownership, deprived the petitioners of their rights to due process. The oral agreement with the predecessor created ambiguity that unfairly disadvantaged the petitioners and rendered the agreement unenforceable under basic principles of contract law. Furthermore, the petitioners' reliance on the predecessor's assurances to their detriment underscores the need for equitable relief under the doctrine of detrimental reliance.

March 12, 2025

Respectfully submitted,



Rufus Rivers, pro se



Merle Rivers, pro se