

RECEIVED**Jun 05 2025**

S.C. SUPREME COURT

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION****Rufus Rivers and Merle Rivers, pro se**

CASE #: 5:25-cv-04202-DCN-MHC

vs.**James Smith, Jr., Magistrate Stephanie McKune-Grant, Clerk, et al, R. Allen Wilson, S. C.
Attorney General****COMPLAINT FOR VIOLATIONS OF CIVIL RIGHTS (42 U.S. C. 1983)****Jmes Smith, Jr.
66 Thomas Street
Brentwood, NY 11717****Magistrate Stephanie McKune-Grant, et. al.
1540 Ellis Ave, Orange burg, S.C. 29116****Kathleen McDaniel, Esq., Burnette, Shutte McDaniel,
1 Attorney For Smith
P.O. Box 1929 Columbia, S.C. 29202****Sylvia Edwards, Clerk
1540 Ellis Avenue
Orange burg, South Carolina 29116****Lisa Proveaux, Clerk
1540 Ellis Avenue
Orange burg, South Carolina 29116****R. Allen Wilson, Attorney General
1000 Assembly Street
Columbia, S.C. 29201**2025 MAY 19 AM 9:13
RECEIVED
S.C. SUPREME COURT

**U.S. DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

COMPLAINT FOR VIOLATIONS OF CIVIL RIGHTS (42 U.S.C. 1983)

I. JURISDICTION AND VENUE

1. **Jurisdiction:** This court has jurisdiction under 28 U.S.C. 1331(federal question) and **U.S.C. 1983**.
2. **Venue:** Venue is proper under **28 U.S. 1391(b)** because the events occurred in Cordova, South Carolina.

II. PARTIES

3. **Plaintiffs:** Rufus and Merle Rivers, residents at 1429 Legrand Smoak Street, Cordova, SC 29039.
4. **Defendant** James Smith, Jr: petitioner in the underlying eviction action.
5. **Defendant** Stephanie McKune-Grant: Magistrate judge who ordered Plaintiffs to pay appeal bond to opposing counsel.
6. **Defendant** : Clerk of the magistrate's court who retained the bond post-reversal.
7. **Defendant: State of South Carolina** responsible for policies enabling due process violations in eviction proceedings

III. FACTUAL ALLEGATIONS

8. **Defective Eviction Notice:** On (undated), Smith issued a 30-Day eviction notice that failed to specify ownership or include a valid date, violating **S.C. 27-40-420(b)** and **Geene v. Lindsey, 456 U.S. 456 U.S. 444 (1982)**.
9. **Unlawful Eviction Order:** The Magistrate Court ordered ejectment based on an unenforceable oral agreement, ignoring Plaintiffs' 9.5 years possession and property improvements. improvements
10. **Improper Bond Directive:** The Magistrate ordered Plaintiffs to pay in the amount of \$700 per month to Defendant Smith's attorney, Kathleen McDaniel instead of the court clerk, violating **S.C. Code 18-9-150**.

11. **Bond Retention Post-Post Reversal:** After the court of appeals reversed the eviction, the Magistrate's court and Attorney McDaniel retained the bond violating Nelson v. Colorado.
12. **State Supreme Court's Decision:** The Court reinstated the eviction order despite constitutional defects, violating due process.

IV. CAUSES OF ACTION

COUNT 1. DUE PROCESS VIOLATIONS (14TH AMENDMENT)

13. Defendants deprived Plaintiffs of property without adequate notice (*Mallane v. Central Hanover Bank*, 339 U.S. 306 (1950)).
14. Magistrate's order directing bond payments to opposing counsel circumvented judicial safeguards, violating procedural due process.

COUNT 2. UNLAWFUL TAKING (5TH AMENDMENT)

15. Magistrate's office retention of bond post-reversal constitutes a taking without just compensation
(*Nelson v. Colorado*).

COUNT 3. CONTRACT CLAUSE VIOLATION (ART. 1, 10)

16. Enforcement of an ambiguous oral agreement impaired Plaintiffs' property rights (*Hoffman v. Red Owl Stores, Inc., Inc.*, 26 Wis.2d 683 (1965)).

COUNT 4.

17. The state maintained unconstitutional policies (e.g. permitting defective notices and bond misdirection) that caused Plaintiffs' harm (*Monell v. Dept. of Soc. Servs.*, 436 U.S. 658(1978)).

ADDITIONAL FACTS

In relation to the redirecting of the bond payments to defendant, Plaintiffs argue that the decision was coerced. Plaintiffs believe that there was a concerted effort to deprive them of the property that was gratuitously granted them. When Plaintiffs began to question why the magistrate's court why it decided to refuse payments and never received a reasonable response, Plaintiffs contacted Mr. Leverette at the disciplinary council. After he spoke with the magistrate, he stated "the magistrate said that she was not in the collection business". The case originated in the Magistrate's court with the magistrate ordering the payments be paid directly to the magistrate until the Court of Appeals made their decision.

It was not until the Plaintiffs, requested a couple of days extensions during the Covid situation that they were late with any payments. See attached document.(affidavit). The Plaintiffs never agreed to pay directly to defendant Smith. There was a hearing called in October, 2021, where a discussion was held to discuss the payments that were delinquent. The idea was suggested that Plaintiffs apply for assistance through the CDC Eviction Declaration Halt Declaration. Plaintiffs completed their portion of the form and submitted the form to defendant's counsel for completion. The Defendant did not complete his portion or submitted the form. Plaintiffs eventually agreed to continue paying the payments directly to the Plaintiff's attorney, not without reluctance, until the Court of Appeal's

decision

was issued favoring Plaintiffs. Defendants never returned the funds after numerous request to the Magistrate, Court of Appeals and a Petition for Writ of Mandamus to the Supreme Court whom chose not to entertain the petition. (See attached Order).

Smith through his counsel proceeded to file a Writ of Certiorari to the Supreme Court without requesting a stay. The U.S. Supreme has ruled that "a court's decision absent a stay by the Respondent constitutes procedural inequity.

The Younger abstention should not apply in this case because defendants initiated a new case

involving the same issues while writ of certiorari was pending that can be construed as initiated in **bad faith and harassment, patently unconstitutional law**, the state's court's actions will cause **irreparable harm** beyond typical litigation burdens and the state court is unable or unwilling to provide an adequate forum for addressing the constitutional claims, therefore federal courts may hear the case..

PRAYER FOR RELIEF

Plaintiffs Request:

INJUNCTION: Barring enforcement of the eviction order.

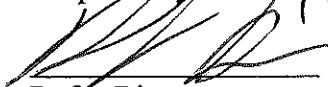
RETURN OF THE APPEAL BOND IN ACCESS OF \$27000.00 + interest

Declaratory Judgment that South Carolina Code 27-40-420(b) and 18-9-150 were violated

Compensatory Damages for emotional distress and financial harm

Cessation of Eviction proceedings.

Respectfully submitted,



Rufus Rivers, pro se



Merle Rivers, pro se

803-937-1860

rrivers788@gmail.com

1429 Legrand Smoak Street
Cordova, South Carolina 29039

Attachments:

Email communications and affidavit

Additional Facts



Kathleen M. McDaniel (she/her) May 6, 2025, 3:28 PM (7 days ago)

to me

You were ordered to pay rent to stay the execution of the ejection (meaning you got to stay in the property) during the pendency of your appeal. That is rent that was and is now owed to James Smith. If you are not willing to vacate the premises then we will have to get the court and sheriff involved, which no one wants to do.

2025 MAY 19 11:14 AM RECEIVED

APPENDIX



Rufus Rivers <rivers788@gmail.com>

**-James Smith, Jr. vs Rufus & Merle Rivers (EVICTION HEARING) -
2018CV3810702780**

1 message

Stephanie Grant <sgrant@orangeburgcounty.org>

Tue, Oct 26, 2021 at 5:03 PM

To: "kmcDaniel@burnetteshutt.law" <kmcDaniel@burnetteshutt.law>, "rivers788@gmail.com" <rivers788@gmail.com>

Good Afternoon,

As follow up from this afternoon's motion hearing in the above-referenced case, this email serves as clarification of the court's interpretation of the Plaintiff's Motion to Dismiss and the court's ruling thereof. In absence of Defendants Rufus and Merle Rivers, Attorney McDaniel on behalf of Plaintiff Smith, motioned the court for dismissal of action on the plaintiff's case. Attorney McDaniel stated the plaintiff's request not to pursue was based on payment by the defendant to her (for plaintiff) for September and October 2021 rent, and based on veracious beliefs that defendants have or will qualify for SC Stay Rental Assistance Funds.

The plaintiff's Motion to Dismiss was granted with the understanding that plaintiff must refile case if future violation occurs.

The court's ruling is therefore amended and clarified to reflect the following:

- There has been only one case filed in Magistrate Court for an eviction action against the defendants (Case No.# 2018CV3810702780)
- Two attempts have been made by the plaintiff to evict the defendants
- The first attempt at eviction was appealed by the defendants
- Defendants posted appeal bond and made payments for a portion of time per court instructions
- Magistrate Court is holding in escrow, a specific sum as collected in appeal bond payments for forwarding to the plaintiff, pending the outcome of the appeal
- Subsequently, defendants payments per court instructions became non-existent
- Defendant was informed to contact the plaintiff regarding payments
- A second attempt at eviction was pursued by plaintiff and halted pursuant to the CDC Eviction Halt Declaration
- Eviction proceedings resumed after expiration of CDC Eviction Halt Declaration
- In August 2021, Plaintiff's attorney and Defendant made agreement to pay future rent payments to the plaintiff and defendant will seek additional funds from rental assistance agency or other resources to satisfy past unpaid rent
- **October 2021, Plaintiff's Motion to Dismiss is granted by the court and intent will be applied toward the termination of plaintiff's request to proceed with eviction under 2nd request for ejectment. It is the court's understanding that plaintiff no longer desires to pursue eviction under the 2nd attempt for ejectment in this case**
- Original eviction case (2018CV3810702780) in it's entirety will not be dismissed in Magistrate's Court and is considered to be pending until the decision of the Appellate Court is

APPENDIX

published

- Plaintiff will inform the court of the final Appellate Court's decision
- Previous court instructions to the defendant remain in effect for payment of a monthly appeal bond/rental payments
- Pursuant to agreement between the plaintiff and defendants, monthly payments in the amount of \$700 should be made to the plaintiff via attorney
- Defendant's future violation of payment terms can and/or will result in plaintiff's request for eviction and court ordered ejection in this pending case
- This case is still pending in Magistrate's Court awaiting the outcome of the Appellate Court's decision

IT IS SO ORDERED.

The Honorable Judge Stephanie McKune-Grant
 Orangeburg County Magistrate



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Rufus Rivers and Merle Rivers, Appellants,

v.

James Smith, Jr., Respondent.

Appellate Case No. 2020-000451

Appeal From Orangeburg County
Edgar W. Dickson, Circuit Court Judge

Opinion No. 5992
Submitted March 1, 2023 – Filed June 21, 2023

REVERSED

Rufus Rivers, of Cordova, pro se.

Merle Rivers, of Cordova, pro se.

Kathleen McColl McDaniel and Sarah Jean Michaelis
Cox, both of Burnette Shutt & McDaniel, PA, of
Columbia, both for Respondent.

HEWITT, J.: Rufus and Merle Rivers appeal a circuit court order affirming a magistrate's order of eviction. They contend the case falls within a statute prohibiting magistrates from exercising jurisdiction when title to the property is at issue. Based on that, they argue the magistrate erred in finding a landlord-tenant relationship existed between them and James Smith, Jr., and in ordering them to pay

rent into the magistrate's registry to secure a stay while they appealed the eviction. We agree and reverse.

FACTS

This case concerns property once owned by James Smith's deceased mother, Jessie Mae Smith (Jessie Mae). The Rivers have lived on the property since 2009. There is no record of a written lease agreement between the Rivers and either Jessie Mae or James.

In July 2013, Jessie Mae executed a power of attorney designating James as her authorized agent and granting him authority to spend her finances, sell or dispose of her property, and make her healthcare decisions. In September 2014, James transferred the property to himself, on Jessie Mae's behalf, via a quitclaim deed. This deed was recorded the following month. James presented evidence to the magistrate that the Orangeburg County Tax Assessor's Office has identified him as the owner of record since September 2014. Jessie Mae died in 2016.

In July 2018, roughly two years after Jessie Mae died, James sent the Rivers a letter demanding they vacate the property within thirty days. The Rivers refused. They asked James to cease and desist any effort to displace them, claimed James held an invalid power of attorney, and alleged he had breached fiduciary duties. Competing lawsuits followed.

The Rivers sued James in the Orangeburg County Court of Common Pleas. The suit challenged James's ownership of the property and alleged constructive fraud, unjust enrichment, and other causes of action. The Rivers filed an amended complaint a few days later alleging that James used an invalid power of attorney from Jessie Mae and that Jessie Mae had orally given or promised the property to them.

Around the same time, James filed this case against the Rivers in magistrate court seeking to evict them from the property. The magistrate conducted a hearing not long after the case was filed.

The Rivers made various arguments to the magistrate in opposing the eviction, but there is no disputing that the arguments involved an alleged promise by Jessie Mae to give them the property. The record suggests the Rivers alerted the magistrate to their circuit court lawsuit against James. The Rivers asked the magistrate to dismiss the eviction action and allow James to add his claims to the circuit court case.

According to the magistrate's return, James's main argument was that the Rivers' circuit court case and their claim to own the property lacked any conceivable merit because the alleged gift from Jessie Mae would have occurred more than three years before any lawsuits were filed. James argued the Rivers' ownership claims would therefore be barred by the applicable statute of limitations.

After the testimony and arguments concluded, the magistrate orally ruled that James was the current and lawful owner of the property, that the Rivers were tenants, and that the Rivers unlawfully occupied the property.

The Rivers filed a motion for reconsideration. Among other things, they argued the magistrate lacked jurisdiction, that they had informed the magistrate both orally and in writing of their circuit court case, and that James was using the eviction process to circumvent the circuit court case.

The magistrate held a hearing on the motion for reconsideration, at which the Rivers presented a court record reflecting that their case against Smith had been referred to the master-in-equity. The magistrate denied the motion based on its previous finding that Smith owned the property. The magistrate determined the case did not involve a question in title and that she had jurisdiction to hear the dispute.

The Rivers appealed the magistrate's decision to circuit court. The case was continued after a first hearing based on the Rivers' contention that their circuit court suit against James involved a challenge to his claim of title, but after that—and after the master-in-equity dismissed the Rivers' suit against James for failing to state a claim upon which relief could be granted—the circuit court affirmed the magistrate's decision and ordered a writ of ejectment to be issued. The circuit court found the Rivers' jurisdictional issue to be moot. The court stated that Smith owned the property and that although "the Rivers attempted to challenge Smith's title to the [p]roperty, this challenge was dismissed by the [master] for failure to state a claim upon which relief could be granted." This appeal followed.¹

¹ The Rivers recently filed a "motion to vacate" with this court. The motion primarily discusses events outside of the record. After careful review, the motion is denied.

ISSUE

Whether section 22-3-20(2) of the South Carolina Code (2007)—which bars a magistrate from hearing a case when title to real property is in question—prohibited the magistrate from considering this case.

STANDARD OF REVIEW

We are bound by the factual findings under review as long as they are supported by any evidence. *See Vacation Time of Hilton Head Island, Inc. v. Kiwi Corp.*, 280 S.C. 232, 233, 312 S.E.2d 20, 21 (Ct. App. 1984). Even so, "[d]etermining the proper interpretation of a statute is a question of law, and [the appellate court] reviews questions of law de novo." *Palmetto Co. v. McMahon*, 395 S.C. 1, 3, 716 S.E.2d 329, 330 (Ct. App. 2011) (quoting *Town of Summerville v. City of North Charleston*, 378 S.C. 107, 110, 662 S.E.2d 40, 41 (2008)).

JURISDICTION OVER THE EVICTION

The legislature has provided that "[n]o magistrate shall have cognizance of a civil action . . . when the title to real property shall come into question, except as provided in Article 11 of this chapter." S.C. Code Ann. § 22-3-20(2). A series of statutes—sections 22-3-1110 to -1180—govern the procedure in cases where title is challenged.

The reason for this rule appears to be that summary proceedings in magistrate court are only appropriate when the conventional landlord-tenant relationship is established. *See Stewart-Jones Co. v. Shehan*, 127 S.C. 451, 455-56, 121 S.E. 374, 376 (1924) (discussing a constitutional provision that has since been substantially codified in section 22-3-20). As one might guess from the date in the citation, there do not appear to be many cases interpreting this rule; certainly not any modern ones. An even older case explains that while the ejectment statute was designed to establish an efficient means for ejecting trespassers, it was not intended to give someone an advantage when there is a dispute over rightful possession. *Richland Drug Co. v. Moorman*, 71 S.C. 236, 239, 50 S.E. 792, 793 (1905).

Precedent explains the magistrate retains jurisdiction if the defendant does not comply with the statutory procedure for raising a question as to title or offer any evidence drawing title into question. In *Bamberg Banking Co. v. Matthews*, for

example, our supreme court upheld the magistrate's jurisdiction in spite of the defendant's claim that she owned the property and the lease she signed with the bank was procured through fraud and duress. 132 S.C. 130, 132-33, 128 S.E. 718, 719 (1925). The court noted the defendant did not follow proper procedure, did not deny the lease at the hearing, and offered no evidence of fraud or duress. *Id.* *Barnes v. Charleston & Western Carolina Railway Co.* follows the same reasoning. 106 S.C. 227, 230, 90 S.E. 1017, 1018 (1916) (noting the defendant denied the plaintiff's allegations but did not comply with the statutory procedure and did not offer any testimony at the foreclosure hearing).

This case is not like *Bamberg Banking Co.* and *Barnes*. This is not a situation where a defendant feigns a challenge to title but has no actual arguments to muster. This case also differs from those cases in that the Rivers complied with the statutory procedures. A statute allowed them to raise questionable title as a defense in their answer to the foreclosure suit, and they provided the magistrate and Smith with their signed answer raising that defense at the hearing. *See* S.C. Code Ann. § 22-3-1110 (2007). A different statute required them to file an undertaking as assurance that the defendant will promptly file an action in circuit court over title to the property, *see* S.C. Code Ann. § 22-3-1120 (2007), but the Rivers cleared this bar with room to spare—they filed their circuit court suit before Smith filed his case to evict them. They gave the magistrate and Smith copies of the summons and complaint at the hearing.

If this was all there was to the case, we think there would be no question as to the outcome. Smith certainly has defenses to the Rivers' claims, and those defenses may be good ones, but our reading of precedent convinces us the magistrate's jurisdiction ends as soon as it becomes clear that there is a challenge to title and the traditional landlord-tenant relationship does not exist. But, as we noted in the background, the master-in-equity dismissed the Rivers' case against James while the Rivers' appeal of the magistrate's decision was pending. The Rivers did not appeal the master's decision. Absent an appeal or a proper motion under Rule 60, SCRCPP, the master's order is binding. The circuit court found this rendered any jurisdictional defect moot.

We cannot agree. If the magistrate did not have jurisdiction over the eviction case, it lacked jurisdiction to enter the eviction order and that order is a nullity. *See, e.g., Leviner v. Sonoco Prods. Co.*, 339 S.C. 492, 494, 530 S.E.2d 127, 128 (2000) (stating an order issued without jurisdiction was a nullity). We are not presented with any authority that subsequent events like the master-in-equity's order here can reach back

in time and ratify an order that was issued by a court that lacked jurisdiction to do so. This case may well end in a second but successful eviction, but we cannot say that outcome is certain.

CONCLUSION

Our holding controls the related issues regarding a landlord-tenant relationship and the rent funds in escrow. *See Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding an appellate court need not address remaining issues on appeal when its determination of a prior issue is dispositive). Based on the foregoing, the magistrate's order of eviction is

REVERSED.²

THOMAS and MCDONALD, JJ., concur.

² We decide this case without oral argument pursuant to Rule 215, SCACR.

Case No. 2020-000451

RECEIVED

JUL 15 2020

SC Court of Appeals

Affidavit To The Court Of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

The undersigned, RUFUS AND MERLE RIVERS, being duly sworn, hereby depose and say:

1. We are over the age of 18 and are residents of the State of South Carolina. We have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto.

2. We suffer no legal disabilities and have personal knowledge of the facts set forth below.

3. We currently have an appeal pending in the Court of Appeals with an appeal bond of \$700.00 per month being paid in to escrow.

4. The appeal alleges the Magistrate lacked subject matter jurisdiction because there was legal action pending in circuit court when the plaintiff filed eviction papers and had already been served on August 14, 2018.(see attached)

5. Magistrate Grant also ordered us to pay rental payments of \$700.00 per month when there was no landlord-tenant agreement and the plaintiff did not ask for rental payments. (see attached).

6. Magistrate Grant's staff refused our payment when we visited the office to provide a notice of appeal on March 2, 2020 without any valid explanation other than the notice did not state a reason for the appeal.

7. It is our belief that we are being treated unfairly and that the magistrate and her staff has taken this matter personally because of the appeal.

8. On March 11, 2020 the sheriff came to evict us and allowed us to remain to another date.

9. We personally visited the Court of appeals on March 12, 2020 and paid the filing fee and obtained a filed copy and provided it to the magistrate's office and was told they would get back with us. We received a call from the magistrate's office, allowing us until March 18, 2020 to make the rental payment.

10. On March 17, 2020, after obtaining a copy of Judge Beatty's order, we emailed the magistrate's court a correspondence requesting an extention. (see attached)

11. We received a reply from Sylvia Edwards stating that our request was denied. (See attached) We also received a reply from Lisa Proveaux explaining when the payments were due. (See attached)

12. On May 1, 2020, we visited the magistrate's office to bring the payments current in the amount

FILED FOR RECORD
WINNIEA B. CLARK
2020 MAY 22 11:10 AM
CLERK OF COURT
ORANGEBURG SC

of \$1400.00 and again the staff told us that they were instructed not to accept the payment by Judge Grant and to return on May 4, 2020 without any reason for returning. (see attached)

13. On May 4, 2020, we visited the magistrate's office as instructed. After being told to have a seat, Rufus Rivers waited for almost 30 minutes. He then approached the receptionist to ask how much longer and was told they could not accept the payment and to contact his lawyer knowing we are pro se litigants.

14. We have come to believe that we are being treated differently than anyone else. This is nothing more than retaliation for appealing a matter that should not have been decided by the magistrate in the first place. We certainly have the right to pay what was past due while the evictions were halted.

15. Because of the magistrate's actions, Rufus Rivers had to take temporary work to make certain we could take on the added expense of the rental payments. The temporary work ended March 11, 2020.

16. We believe the magistrate's office is acting in bad faith as agents for the Plaintiff and his counsel against us senior citizens with chronic medical issues.

I declare that, to the best of our knowledge and belief, the information herein is true, correct, and complete.

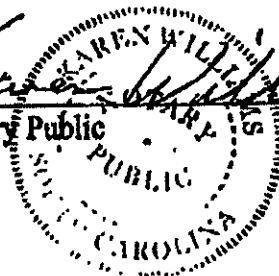
Executed this 18th day of May, 2020.

[Signature]
Rufus and Merle Rivers

NOTARY ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA, COUNTY OF ORANGEBURG, ss:

The foregoing Affidavit was acknowledged before me this 18th day of May, 2020, by Rufus and Merle Rivers, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

[Signature]
Notary Public


3/19/2020

-RE: Eviction- Rufus & Merle Rivers - rrivers788@gmail.com - Gmail



Search mail

8 of 377

to me, twolfe@burnetteshutt.law

Payment of \$700.00 is due on today, 3-18-2020 and thereafter \$700.00 payments are to be made by the 2nd of each month.

From: Rufus Rivers [mailto:rrivers788@gmail.com]
Sent: Wednesday, March 18, 2020 10:23 AM
To: Lisa Proveaux
Cc: Kathleen M. McDaniel
Subject: Eviction- Rufus & Merle Rivers

FILED FOR RECORD
WINNIEFA B. CLARK
2020 MAY 22 AM 10:37
CLERK OF COURTS
ORANGEBURG, SC

As of today, we are requesting that our appeal bond payments be extended, pursuant to the attached Supreme Court order issued 03/17/2020. Please see attached. We are placing a hard copy in the mail.

Rufus Rivers <rrivers788@gmail.com>
to Lisa, twolfe@burnetteshutt.law

Wed, Mar 18, 5:22 PM (22 hours ago)

3/19/2020

SC Judicial Branch

2020-03-17-02

The Supreme Court of South Carolina

RE: Statewide Evictions

ORDER

Pursuant to provisions of Article V, Section 4 of the South Carolina Constitution,

IT IS ORDERED that all evictions currently ordered and scheduled statewide from March 17, 2020, through March 31, 2020, shall be rescheduled for a date not earlier than May 1, 2020. However, case-by-case exceptions for evictions may be made for matters that involve essential services and/or habitation of person or property.

FILED FOR RECORD
WINNIFER B. CLARK
2020 MAY 22 10:05
CLERK OF COURT
ORANGEBURG

s/Donald W. Beatty
J.

FOR THE COURT

Columbia, South Carolina
March 17, 2020

3/19/2020

-Rufus Rivers - Eviction - rivers788@gmail.com - Gmail



Search mail

4 of 377

-Rufus Rivers - Eviction Inbox x

Sylvia Edwards <sedwards@orangeburgcounty.org>

12:13 PM (3 hours ago)

to me

Good afternoon,

Your request for extension is denied and payment of \$700.00 was due on March 18, 2020 and thereafter payments of \$700.00 are due by 2nd of each month and are to be made on time as previously ordered.

Will do, thank you.

Paid.

Thank you for informing me.

FILED FOR RECORD
WINNIE B. CLARK
2020 MAR 22 AM 10:05
CLERK OF COURT
ORANGEBURG, SC

Reply

Forward

6/20/2020

-RE: Eviction- Rufus & Merle Rivers - rivers788@gmail.com - Gmail



Search mail



83 of 452

-RE: Eviction- Rufus & Merle Rivers Inbox x

Lisa Proveaux

Wed, Mar 18, 3:38 PM

Payment of \$700.00 is due on today, 3-18-2020 and thereafter \$700.00 payments are to be made by

Rufus Rivers <rivers788@gmail.com>

Wed, Mar 18, 5:22 PM

to Lisa, twolfe@burnettshutt.law

Received, thank you.

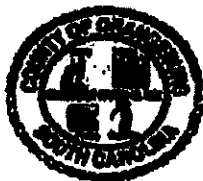
Reply

Reply all

Forward

FILED FOR RECORD.
WINNIEFA B. CLARK
2020 MAY 22 AM 10:05
CLERK OF COURT
ORANGEBURG, SC

ch



**ORANGEBURG COUNTY
CENTRAL REGION
MAGISTRATE COURT**



1540 Ellis Avenue
P.O. Box 9000
Orangeburg, South Carolina 29116
Phone: (803) 533-5843
Fax: (803) 516-4011

May 18, 2020

VIA ELECTRONIC DELIVERY: rrivers788@gmail.com

Rufus and Merle Rivers
1429 Legrand Smoak Street
Cordova, South Carolina 29039

**RE: Defendant's Appeal on Eviction
James Smith vs Rufus and Merle Rivers
Magistrate Case No.: 2018CV3810702780**

FILED FOR RECORD
WINNIFA B. CLARK
2020 MAY 22 AM 10:05
CLERK OF COURT
ORANGEBURG, SC

Dear Mr. Rivers:

Our records reflect that your monthly rent payment was not made to our office in March or April by the specified due date as required.

Past due payments and future payment arrangements may be coordinated directly with the plaintiff's attorney if accepted.

A physical copy of this letter will follow via today's U.S. Mail.

County of Orangeburg
Central Region Magistrate Office

CC: VIA ELECTRONIC DELIVERY:

KMcDaniel@BurnetteShutt.Law

TWolfe@BurnetteShutt.Law

Kathleen M. McDaniel, Esquire

Attorney for James F. Smith, Jr.

Post Office Box 1929

Columbia, South Carolina 29202

Terry Leverette, Court Administration -- by U.S. Mail and Electronic Delivery

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

Rufus Rivers and Merle Rivers, Respondents,

v.

James Smith Jr., Petitioner.

Appellate Case No. 2023-001318

ON WRIT OF CERTIORARI TO THE COURT OF APPEALS

Appeal from Orangeburg County
Edgar W. Dickson, Circuit Court Judge

Opinion No. 28260
Submitted January 15, 2025 – Filed February 19, 2025

REVERSED

Kathleen McColl McDaniel and Sarah Jean Michaelis
Cox, of Burnette Shutt & McDaniel, PA, Columbia, for
Petitioner.

Rufus Rivers and Merle Rivers, pro se, of Orangeburg,
Respondents.

JUSTICE FEW: James Smith Jr. brought this civil action against Rufus and Merle Rivers in magistrates court, alleging he is their landlord and they are his tenants, and seeking to evict them from their home. The Rivers defended on the ground Smith did not own the property on which their home was located. The magistrates court

agreed with Smith and issued an order evicting the Rivers. The circuit court affirmed the eviction order. The court of appeals reversed, however, finding subsection 22-3-20(2) of the South Carolina Code (2025) prohibited the magistrates court from conducting the eviction proceeding because the Rivers challenged Smith's title to the property. *Rivers v. Smith*, 440 S.C. 183, 188-90, 889 S.E.2d 254, 256-57 (Ct. App. 2023). We reverse the court of appeals and reinstate the eviction order.

I. Facts and Procedural History

In 2009, Jessie Mae Smith owned the home at 1429 LeGrand Smoak Street in Cordova, Orangeburg County, South Carolina. Beginning then, Jessie Mae allowed Rufus and Merle Rivers to live in the home rent free. There was never a written lease agreement.

In 2013, Jessie Mae executed a power of attorney designating her son—James Smith Jr.—as her "authorized agent."¹ The power of attorney allowed Smith to spend Jessie Mae's finances, sell or dispose of her property, and make healthcare decisions for her.

In 2014, Smith—acting on behalf of Jessie Mae pursuant to the power of attorney—transferred the Cordova property to himself by executing a quitclaim deed. On October 9, 2014, the deed was recorded in the Orangeburg County Register of Deeds office. The record before us contains no evidence of the circumstances that led to the transfer. Jessie Mae died in 2016.

In July 2018, Smith wrote the Rivers a letter stating he planned to sell the property and the Rivers had thirty days to vacate the home. The Rivers then sent Smith a letter demanding he "cease and desist" from his efforts to evict them, alleging he held an invalid power of attorney and breached his fiduciary duties to Jessie Mae when he used his power of attorney to convey the property to himself.

On August 6, 2018, the Rivers sued Smith in the Orangeburg County court of common pleas. The complaint alleged Smith used "an invalid Power-of-Attorney . . . to execute an invalid quitclaim deed to himself . . . transferring property that was gifted to the plaintiffs." The complaint alleged Smith breached his fiduciary duties to Jessie Mae and participated in "unauthorized self-dealing." The Rivers brought

¹ We refer to James Smith Jr. as "Smith" and Jessie Mae Smith as "Jessie Mae."

causes of action for constructive fraud, negligence, conversion, unjust enrichment, and what they called "invalid owner."

At about the same time, Smith filed a "Rule to Vacate or Show Cause (Eviction)" in magistrates court, which was signed by a magistrate judge on August 8, 2018. On September 17, 2018, the Rivers filed a "Reply: To Rule To Show Cause" requesting the magistrates court dismiss the eviction action and "incorporate" the matter into the pending circuit court case.

Later in September, the magistrates court (Judge Stephanie McKune-Grant) held a hearing on the eviction action. At the hearing, Smith's counsel presented to the court a copy of the power of attorney; the deed to the property; and a printed document from the online registry of the Orangeburg County Tax Assessor's Office, identifying Smith as the current owner of record of the property at 1429 LeGrand Smoak Street.

Rufus Rivers testified at the hearing. He testified that in 2009 Jessie Mae orally agreed to let the Rivers live on the property rent free and "verbally agreed to gift the property to" the Rivers. Rivers also discussed the pending circuit court case and presented documents filed in that case. At the conclusion of the hearing—as the court of appeals wrote—Judge McKune-Grant "orally ruled that [Smith] was the current and lawful owner of the property, [and] that the Rivers were tenants." 440 S.C. at 186, 889 S.E.2d at 256. Based on that ruling, Judge McKune-Grant ordered the Rivers to be evicted from the home.

The day after the hearing, the Rivers filed a motion for reconsideration with the magistrates court. The Rivers argued—among other things—that the magistrates court "lacked jurisdiction when presiding and rendering judgment in the matter." They argued the court improperly proceeded despite being informed of a pending circuit court case challenging both Smith's ownership of the property and the validity of the power of attorney and deed. The Rivers also filed an "Ex-Parte Motion to Vacate Writ of Ejectment," stating the magistrates court was barred from presiding over a matter where there is a question of title.

In October, Judge McKune-Grant held a hearing on the motions. Rufus Rivers argued no landlord-tenant relationship existed and the power of attorney and deed were not valid. Judge McKune-Grant denied the motions, reasoning the court "had maintained proper jurisdiction over landlord-tenant matters where in this case, there was no question in title regarding the owner's identity." The Rivers appealed her decision to the circuit court.

While the appeal of the eviction order was pending in circuit court, Judge James Jackson Jr., Orangeburg County master in equity, dismissed the Rivers' circuit court lawsuit for failure to state facts sufficient to constitute a cause of action. Judge Jackson determined the Rivers had no standing to bring a claim for breach of fiduciary duty and the statute of frauds prohibits oral transfers of real property. The Rivers did not appeal his decision.

In October 2019, Circuit Court Judge Ed Dickson held a hearing on the appeal from the magistrates court's eviction decision. The Rivers argued the magistrates court "lacked subject matter jurisdiction" to hear the eviction proceeding under subsection 22-3-20(2) because title was in question.

Judge Dickson affirmed the magistrates court's decision, finding:

Smith owns the Property at issue here. Smith holds recorded title to the Property, proof of which he presented to the Magistrate and which is included in the Magistrate's Court Return for Appeal. Although the Rivers attempted to challenge Smith's title to the Property, this challenge was dismissed by the Master in Equity for failure to state a claim upon which relief can be granted. There is no evidence in the record that would indicate that Smith is not the owner of the Property.

Judge Dickson specifically found, "The Magistrate's Court properly determined there was a landlord-tenant relationship between the parties."

The Rivers appealed Judge Dickson's decision to the court of appeals, which reversed. *Rivers*, 440 S.C. at 190, 889 S.E.2d at 257-58. The court of appeals began its analysis by observing "there do not appear to be many cases interpreting [subsection 22-3-20(2)]; certainly not any modern ones." 440 S.C. at 188, 889 S.E.2d at 257. The court then concluded, "Precedent explains the magistrate retains jurisdiction if the defendant does not comply with the statutory procedure for raising a question as to title or offer any evidence drawing title into question." 440 S.C. at 188, 889 S.E.2d at 257. The court of appeals held the Rivers complied with the statutory procedures for challenging title by filing a lawsuit against the Rivers in circuit court. 440 S.C. at 189, 889 S.E.2d at 257. Then applying its interpretation of subsection 22-3-20(2), the court of appeals stated, "our reading of precedent convinces us the magistrate's jurisdiction ends as soon as it becomes clear that there

is a challenge to title" *Id.*² Smith filed a petition with this Court for a writ of certiorari to the court of appeals, which we granted.

II. Analysis

The statute that is now subsection 22-3-20(2) was enacted in 1870 as a part of Act 300, which—as it relates to this case—has not been amended since then except to add the word "magistrate" in place of the original "trial justice."³ *See infra* note 4. The subsection provides, "No magistrate shall have cognizance of a civil action . . . [w]hen the title to real property shall come into question, except as provided in Article 11 of this chapter." S.C. Code Ann. § 22-3-20(2) (2025). From the beginning, tenants in landlord-tenant relationships subject to eviction proceedings attempted to use the statute to avoid being evicted by claiming the purported landlord did not have title to the property.

In 1878 and 1924, however, we interpreted the statute in two distinct but complementary ways, each of which specifically permitted magistrates to proceed with eviction cases even in light of such a claim, neither of which is acknowledged in the court of appeals' opinion in this case, and both of which are squarely inconsistent with the court of appeals' reasoning here. *See State v. Fickling*, 10 S.C.

² The omitted language in this quotation is ". . . and the traditional landlord-tenant relationship does not exist." *Id.* We will discuss this throughout the opinion.

³ The statute that is now section 22-3-20 of the South Carolina Code (2025) was originally part of the South Carolina Code of Procedure. Act No. 300, 14 Statutes of S.C., 441 (1870). Section 81 of the Code of Procedure of South Carolina was amended once in 1873, removing subsection four—"Nor of an action against an executor or administrator as such." Code of Procedure of South Carolina § 81 (1870) (amended by Act No. 412, 15 Statutes of S.C., 496 (1873)). From 1902-1942, section 22-3-20 was located in the South Carolina Code of Civil Procedure. *See* Code of Civil Procedure of South Carolina § 78 (1902); Code of Civil Procedure of South Carolina § 87 (1912); Code of Civil Procedure of South Carolina § 220 (1922); Code of Civil Procedure of South Carolina § 264 (1932); Code of Civil Procedure of South Carolina § 264 (1942). In 1952, the statute appeared in the South Carolina Code of Laws. *See* Code of Laws of S.C. § 43-52 (1952); Code of Laws of S.C. § 43-52 (1962). By 1976, the statute was located in section 22-3-20, where it remains today. *See* S.C. Code Ann. § 22-3-20 (1976); S.C. Code Ann. § 22-3-20 (1989); S.C. Code Ann. § 22-3-20 (2007); S.C. Code Ann. § 22-3-20 (2025).

301, 303 (1878) (holding the 1870 General Assembly did not intend to prohibit an eviction proceeding simply because the tenant claims the purported landlord does not have title); *Stewart-Jones Co. v. Shehan*, 127 S.C. 451, 457, 121 S.E. 374, 376 (1924) (holding the tenant's entry into a landlord-tenant agreement requires that "the tenant is estopped to deny the title he has contracted to recognize, and may not inject that issue to deprive the magistrate of jurisdiction in a proceeding under the statute"); *see also Bamberg Banking Co. v. Matthews*, 132 S.C. 130, 133, 128 S.E. 718, 719 (1925) (affirming an order of eviction based on the reasoning of *Stewart-Jones* despite the tenant's claim the landlord did not have title because "[t]he relation of landlord and tenant was . . . established" and "the tenant is not allowed to dispute the landlord's title").

In the 1878 case, a trial justice⁴ named Fickling issued a summons to a tenant "requiring her to show cause before him . . . why she should not be ejected from the premises now occupied by her." 10 S.C. at 301. The tenant appeared and argued the landlord did not have title to the land and she herself was the owner. *Id.* Before the trial justice had a chance to rule in the eviction proceeding, however, the tenant filed a petition with the circuit court for a writ of prohibition, seeking to stop the eviction proceeding because the trial justice "was without jurisdiction" to hear questions of title. 10 S.C. 301-02. The circuit court denied the writ of prohibition. 10 S.C. at 302.

On appeal to this Court, the tenant specifically relied on "subdivision 2 of Section 81," which is now subsection 22-3-20(2). 10 S.C. at 303; *see supra* note 3. We determined the trial justice had the authority to hear the case because an eviction proceeding was not a "civil action" as that term was understood in 1870, and thus the 1870 General Assembly did not intend by enacting what is now subsection 22-3-20(2) to preclude magistrates courts from conducting eviction proceedings, even when the tenant challenges the landlord's title to the property. *Id.* We stated, "The Section in question was enacted . . . at a time when [eviction proceedings] could not in any sense be regarded as an action . . ." *Id.* "It follows," we held, that the predecessor to subsection 22-3-20(2) "that excludes Trial Justices from the cognizance of 'civil actions' where the title to land is in question, is inapplicable to the case." *Id.*; *see also Swygert v. Goodwin*, 32 S.C. 146, 149, 10 S.E. 933, 934

⁴ Before the adoption of the 1895 South Carolina Constitution, magistrate judges were also known as "trial justices." *See In re Hooper*, 48 S.C. 149, 152, 26 S.E. 466, 468 (1897) ("One of the objects of section 20 [of article 5 of the 1895 constitution] was to change the name of trial justice to that of magistrate.").

(1890) ("[I]t has been settled in other cases that raising the question of title does not oust the jurisdiction of the trial justice." (citing *Fickling*, 10 S.C. at 303) (other citations omitted)).

Forty-six years later in 1924, the Court was presented with a very similar factual scenario and essentially the same legal question, but this time under the apparent limitation of an 1895 constitutional provision that rendered the literal application of *Fickling* questionable. The Stewart-Jones Company sued D.B. Hankins in 1922 and attached Hankins' property in Rock Hill. *Stewart-Jones*, 127 S.C. at 453, 121 S.E. at 375. After winning a default judgment against Hankins, the Stewart-Jones Company purchased the property at a sheriff's sale and received a deed to the property. *Id.* The company then "instituted [a] proceeding in a Magistrate's Court" to evict Shehan, who was living on the property. *Id.* Shehan opposed the eviction, arguing he was a tenant of Hankins, not the Stewart-Jones Company. *Id.* Shehan denied the Stewart-Jones Company ever owned or possessed the property or that any landlord-tenant relationship existed between them. *Id.* "On appeal from the magistrate's judgment the Circuit Judge held . . . that the title to real property was in question . . . and hence that the magistrate was without jurisdiction." *Id.*

On appeal to this Court, once again, the question was whether the magistrates court had the authority to hear the eviction proceeding. 127 S.C. at 454, 121 S.E. at 375. The *Fickling* declaration of legislative intent remained valid, but the *Stewart-Jones* Court determined that a provision in the South Carolina Constitution of 1895 made it impossible to apply the statute according to *Fickling*. 127 S.C. at 455, 121 S.E. at 376. Article 5, section 21 of the 1895 constitution provided, "Magistrates shall have jurisdiction in such civil cases as the General Assembly may prescribe: Provided, such jurisdiction shall not extend to *cases* . . . where title to real estate is in question . . ." (emphasis added). While an eviction proceeding was still not a "civil action" under *Fickling*, it was certainly a "case" under the new constitution. Thus, the *Stewart-Jones* Court recognized that the *Fickling* interpretation "would seem to be no longer tenable in view of the provision of the present Constitution (article 5, § 21) that the jurisdiction of magistrates shall not extend 'to cases where the title to real estate is in question.'" 127 S.C. at 455, 121 S.E. at 376. The Court determined, however, the *Fickling* interpretation of the statute could be "substantially adhered to" because, "The rule may be rested and soundly grounded upon the perfectly valid assumption that the issue of title cannot properly arise in [an eviction] proceeding, for the reason that the proceeding contemplated and authorized by the statute is one by a landlord against a tenant who is estopped by that relationship to deny his landlord's title." *Id.*

The Court stated the statute allowing a person to initiate eviction proceedings in magistrates court—then section 5279 of the Code of Laws of S.C. (1922)—"is applicable only to a case where the relationship of landlord and tenant actually exists." 127 S.C. at 456, 121 S.E. at 376. The Court then explained:

That the existence of the conventional relation of landlord and tenant is a prerequisite to the assumption and exercise of jurisdiction by the magistrate in such proceedings is clearly recognized and assumed in our own decisions.

Necessarily, therefore, it is competent for the magistrate to determine as a fact whether the relation of landlord and tenant exists. Otherwise any tenant, by merely denying the landlord's title or by asserting superior title in himself or in another, could oust the magistrate of jurisdiction and frustrate the plain and salutary object of the statute. On the other hand, it is equally apparent that by merely asserting the claim that another is in possession of real estate as his tenant a party may not be permitted to use the summary statutory proceeding to eject the true owner of the premises or one in possession under the true owner. Hence the question of fact, to be resolved by the magistrate, and to the determination of which he is of necessity limited when the question of title is sought to be raised, is this: Was there a contract between the parties, express or implied, which created the relation of landlord and tenant? Without such contract that relation cannot exist. If it does exist as the result of such contract, then the tenant is estopped to deny the title he has contracted to recognize, and may not inject that issue to deprive the magistrate of jurisdiction in a proceeding under the statute.

127 S.C. at 456-57, 121 S.E. at 376 (citations omitted). Ultimately, the Court in *Stewart-Jones* held the magistrates court "was without jurisdiction" because "[t]he plaintiff neither definitely alleged that the relation of landlord and tenant existed, nor adduced any evidence tending to establish that relationship." 127 S.C. at 457, 121 S.E. at 376.

In *Bamberg Banking* one year later, however, applying the reasoning of *Stewart-Jones*, this Court refused to deprive the magistrates court of the authority to hear an

eviction proceeding simply because the tenant claimed the purported landlord did not have title. 132 S.C. at 132-33, 128 S.E. at 719. Rather, we held, "under the very recent case of *Stewart-Jones*," a magistrate may proceed with an eviction proceeding upon the factual finding that a landlord-tenant relationship exists. *Id.* We stated, "The relation of landlord and tenant was . . . established, and, as the tenant is not allowed to dispute the landlord's title, the issue of title did not and could not arise." 132 S.C. at 133, 128 S.E. at 719.

The constitutional provision discussed in *Stewart-Jones* that the "jurisdiction" of magistrates shall not extend "to cases where the title to real estate is in question" was removed from the South Carolina Constitution in 1973. *See* Act No. 1629, 1972 S.C. Acts 3176 (proposing amendments to the South Carolina Constitution); Act No. 132, 1973 S.C. Acts 161 (ratifying amendments to the South Carolina Constitution); *see also Final Report of the Committee to Make a Study of the South Carolina Constitution of 1895*, at 71 (1969) ("The Committee believes that all inferior courts should be provided for solely by law rather than in the Constitution. This conclusion is justified by the tremendous number of amendments which have been made to the present Constitution on magistrates."). Thus, the original interpretation from *Fickling*—that the 1870 General Assembly did not intend to preclude magistrates courts from presiding over eviction proceedings when the tenant challenged the landlord's title—remains a valid declaration of legislative intent and is once again a "tenable" application of the statute. This is not at all to say that an eviction proceeding is not a "civil action" under modern law; it certainly is. *See* Rule 2, SCRPC ("There shall be one form of action to be known as 'civil action.'"). But the question before us is what the General Assembly intended when it enacted the statute in 1870. *See Kerr v. Richland Mem'l Hosp.*, 383 S.C. 146, 148, 678 S.E.2d 809, 811 (2009) ("The primary rule of statutory construction is to ascertain and give effect to the intent of the legislature." (citation omitted)); *Neely v. McFadden*, 2 S.C. 169, 180 (1870) (looking to "the intent of the Legislature that passed the Act" in order to ascertain the meaning of a statute). The *Fickling* Court resolved that question definitively in 1878, finding the 1870 General Assembly did not intend that what is now subsection 22-3-20(2) would preclude magistrates courts from conducting eviction proceedings, even when the tenant challenges the landlord's title to the property.

In addition, the principle announced in *Stewart-Jones* is still valid and perfectly consistent with *Fickling*. The *Stewart-Jones* principle was reaffirmed by this Court as recently as 1982. *See Lund v. Gray Line Water Tours, Inc.*, 277 S.C. 447, 449-50, 289 S.E.2d 404, 406 (1982) ("We have held that a tenant is estopped from attacking the title of a landlord so long as the tenant is in possession of the leased

premises." (citing *Stewart-Jones*, 127 S.C. at 457, 121 S.E. at 376) (other citations omitted)).

Thus, looking back on our decisions over 104 years—from *Fickling* in 1878 through *Stewart-Jones* in 1924 to *Lund* in 1982—it becomes crystal clear that the magistrates court is not deprived of the authority to conduct an eviction proceeding simply because the tenant claims the purported landlord does not hold title to the property. Rather, the magistrates court must first answer the primarily factual question of whether a landlord-tenant agreement exists between the parties. If the magistrates court finds that it does, then the magistrate may proceed to determine whether the tenant breached the agreement and, if so, whether eviction is warranted.⁵

⁵ In prior opinions in which this Court has addressed whether a magistrates court has the authority to conduct an eviction proceeding when the tenant challenges the purported landlord's title, we discussed the issue as one of "subject matter jurisdiction." The parties to this case and the court of appeals, likewise, discuss the issue as one of "jurisdiction." See *Rivers*, 440 S.C. at 188, 889 S.E.2d at 257 ("Precedent explains the magistrate retains jurisdiction if the defendant does not comply with the statutory procedure for raising a question as to title or offer any evidence drawing title into question."). Recently, however, the Court has corrected old case law which imprecisely described certain procedural and substantive rules as questions of "subject matter jurisdiction." See *Rish v. Rish*, 443 S.C. 220, 225, 904 S.E.2d 862, 864-65 (2024) (clarifying a statute deals with whether the family court has the "authority" to modify alimony rather than the "subject matter jurisdiction" to do so); *Allen v. S.C. Dep't of Corr.*, 439 S.C. 164, 167, 169, 886 S.E.2d 671, 672, 673 (2023) ("[W]e take this opportunity to address the confusion that has arisen in past jurisprudence" regarding "subject matter jurisdiction," and "The analysis of the issue in [an older case] as one of 'subject matter jurisdiction,' which has been repeated in several cases, was mistaken"); *State v. Campbell*, 376 S.C. 212, 216, 656 S.E.2d 371, 373 (2008) (clarifying that while a circuit court lacks the "power" to re-sentence a defendant after the term of court has ended, it is not for lack of "subject matter jurisdiction"); *State v. Gentry*, 363 S.C. 93, 101-03, 610 S.E.2d 494, 499-500 (2005) (holding a defective indictment does not deprive the circuit court of subject matter jurisdiction).

We acknowledge section 22-3-20 is entitled "Civil actions when magistrate has no jurisdiction." However, this statute was written 155 years ago when "jurisdiction" had a different meaning. Currently, "[i]n South Carolina, 'subject matter jurisdiction' refers to the court's 'power to hear and determine cases of the general class to which the proceedings in question belong.'" *Williams v. Jeffcoat*, 444 S.C. 224, 239, 906

Applying this longstanding rule to this case, the dispositive question is whether Smith and the Rivers had a landlord-tenant relationship. The Magistrate's Return provides, "It was . . . the opinion of the court that Magistrate's Court had maintained proper jurisdiction over landlord-tenant matters where in this case, there was no question of title regarding the owner's identity . . ." From that ruling, the existence of a landlord-tenant relationship necessarily follows. On appeal, the circuit court interpreted the magistrates court's ruling accordingly, stating, "Smith permitted the Rivers to occupy the Property without a written lease, to the exclusion of others, without a definite term. Thus, the Rivers are the tenants of Smith. The Magistrate's Court properly determined there was a landlord-tenant relationship between the parties." Then, the court of appeals found "the magistrate orally ruled that James was the current and lawful owner of the property, [and] that the Rivers were tenants." 440 S.C. at 186, 889 S.E.2d at 256.

We agree with the court of appeals that the record supports the magistrates court's finding "that the Rivers were tenants" of Smith. We also agree with the circuit court's finding, "The Magistrate's Court properly determined there was a landlord-tenant relationship between the parties." The evidence supporting these rulings includes Rufus Rivers' testimony they entered into an oral agreement with Jessie Mae in 2009 to allow them to live on the property. Jessie Mae's promise to allow the Rivers to live on her property was sufficient to constitute a rental agreement for a month to month tenancy, immaterial of the fact the agreement was not in writing and the Rivers did not pay rent. *See* S.C. Code Ann. § 27-35-10 (2007) ("A tenancy for not to exceed one year may be created by oral agreement."); S.C. Code Ann. § 27-40-310(d) (2007) ("Unless the rental agreement fixes a definite term, the tenancy is . . . month to month."); *see also* *Bruce v. Durney*, 341 S.C. 563, 568-69, 534 S.E.2d 720, 723 (Ct. App. 2000) ("The payment of rent is not required by the [Residential Landlord and Tenant Act] to constitute a valid landlord/tenant relationship.").

When Smith took title to the property in 2014, he became the landlord under the oral agreement. *See* S.C. Code Ann. § 27-35-50 (2007) ("When real estate is sold while

S.E.2d 588, 596 (2024) (quoting *Dove v. Gold Kist, Inc.*, 314 S.C. 235, 237-38, 442 S.E.2d 598, 600 (1994)). There is no question magistrates courts have subject matter jurisdiction over eviction actions. *See* S.C. Code Ann. § 22-3-10(10) (2025); S.C. Code Ann. § 27-37-20 (2007). Thus, this case is about whether the magistrates court has the "authority" to evict a tenant when he challenges his landlord's title; it is not about "jurisdiction."

under lease, the relationship of landlord and tenant is created ipso facto as between the purchaser and the tenant as if the purchaser had been the landlord in the first instance and the purchaser shall be entitled to all the benefits and rights under such lease as if he had been the lessor from the date of the purchase." The Rivers continued to live on the property for five years after Smith obtained title—and two years after Jessie Mae died—without challenging Smith's ownership of the property. Thus, the record clearly supports the magistrates court's and the circuit court's factual determination that a landlord-tenant relationship existed between Smith and the Rivers, and the magistrates court had the authority to hear the eviction proceeding.⁶

We stated earlier that our holdings in *Fickling* and *Stewart-Jones* are "complementary." Reading those two decisions together now, it was never the intent of the General Assembly to deprive magistrates courts of the authority to hear eviction actions simply because the tenant claims the landlord does not have title. *Fickling*, 10 S.C. at 303. Rather, if the magistrates court finds the existence of a landlord-tenant agreement, the tenant may not challenge the title he previously "contracted to recognize." *Stewart-Jones*, 127 S.C. at 457, 121 S.E. at 376. Thus, under *Fickling* and *Stewart-Jones*, the initial matter to be litigated in any eviction action is whether the purported tenant entered a landlord-tenant agreement with the landlord. See *Stewart-Jones*, 127 S.C. at 457, 121 S.E. at 376 (holding "the question . . . to be resolved by the magistrate, and to the determination of which he is of necessity limited when the question of title is sought to be raised, is this: Was there a contract between the parties, express or implied, which created the relation of landlord and tenant?"). In the vast majority of modern cases, this question will be

⁶ We decline to address the court of appeals' conclusion that the Rivers complied with the statutory procedure for challenging title found in sections 22-3-1110 to -1180 of the South Carolina Code (2025). *Rivers*, 440 S.C. at 189, 889 S.E.2d at 257. We cannot envision that it will ever be necessary in an eviction action to consider whether the tenant complied with these provisions. If the magistrates court finds a landlord-tenant relationship exists, the tenant is precluded from challenging title and the magistrates court has the authority to hear the eviction action. *Stewart-Jones*, 127 S.C. at 457, 121 S.E. at 376. If the magistrates court finds no landlord-tenant relationship exists, the magistrates court must necessarily deny eviction and the case is over. Thus, while the defendant's compliance with the statutory procedure for challenging title is important in other types of actions before the magistrates court in which title comes into question, it was not necessary for the court of appeals to consider the tenant's compliance with the rules in an eviction proceeding.

resolved by reference to a written landlord-tenant agreement.⁷ In those rare cases in which the alleged landlord-tenant agreement is not written, the magistrates court should determine in the first place—precisely as Judge McKune-Grant did in this case—whether the purported landlord has demonstrated that the tenant has been paying rent, or that the public record of the county indicates he has title to the property. The purported landlord's presentation of evidence demonstrating either of those facts will ordinarily suffice to satisfy the landlord's burden. If the magistrates court determines for whatever reason there is no landlord-tenant agreement, that ends the case, and the identity of the true title holder must be litigated in another forum. If, on the other hand, the magistrates court determines there is a landlord-tenant agreement, the court should proceed to determine whether the tenant breached the agreement in a manner that warrants eviction.

III. Conclusion

We hold the magistrates court had the authority to evict the Rivers from their home because the court made the factual determination that a landlord-tenant relationship existed between them and Smith. We reverse the court of appeals and reinstate the magistrates court's eviction order.

REVERSED.

KITTREDGE, C.J., JAMES, HILL and VERDIN, JJ., concur.

⁷ It may actually be uncommon in today's residential and commercial real property leasing market that the landlord holds title to the leased property. The more common situation is that a property management company—operating under an agency contract with the owner—is the landlord. The Residential Landlord and Tenant Act specifically contemplates this. *See* S.C. Code Ann. § 27-40-210(6) (2007) ("landlord" means the owner, lessor, or sublessor of the premises, and it also means a manager of the premises who fails to disclose as required by § 27-40-420[.]); S.C. Code Ann. § 27-40-420(a) (2007) ("A landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant . . . the name and address of an owner of the premises or a person authorized to act on behalf of the owner as agent . . .").

The South Carolina Court of Appeals

Rufus Rivers and Merle Rivers, Appellants,

v.

James Smith, Jr., Respondent.

Appellate Case No. 2020-000451

ORDER

The appellants filed a motion titled "request for mandate to release funds in escrow." The motion is denied as this court's decision will not be final until the remittitur is issued.

Paul C. Thomas

J.

Stephanie P. McBride

J.

3l l J

J.

Columbia, South Carolina

FILED
Feb 07 2024

cc:

Rufus Rivers

Merle Rivers

Kathleen McColl McDaniel, Esquire

Sarah Jean Michaelis Cox, Esquire

The Honorable Edgar W. Dickson

The Honorable Patricia A. Howard

The South Carolina Court of Appeals

Rufus Rivers and Merle Rivers, Appellants,

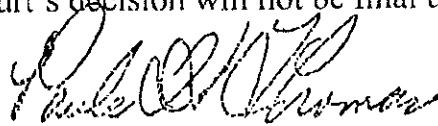
v.

James Smith, Jr., Respondent.

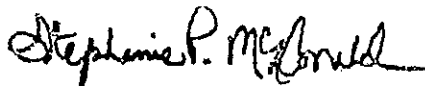
Appellate Case No. 2020-000451

ORDER

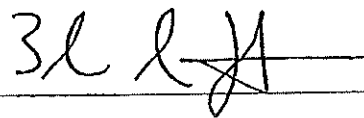
The appellants filed a motion titled "request for mandate to release funds in escrow." The motion is denied as this court's decision will not be final until the remittitur is issued.



J.



J.



J.

Columbia, South Carolina

FILED
Feb 07 2024

cc:

Rufus Rivers

Merle Rivers

Kathleen McColl McDaniel, Esquire

Sarah Jean Michaelis Cox, Esquire

The Honorable Edgar W. Dickson

The Honorable Patricia A. Howard

The Supreme Court of South Carolina

ORDER

Pursuant to Rule 245, SCACR, and *Key v. Currie*, 305 S.C. 115, 406 S.E.2d 356 (1991), we decline to entertain the following matters in this Court's original jurisdiction:


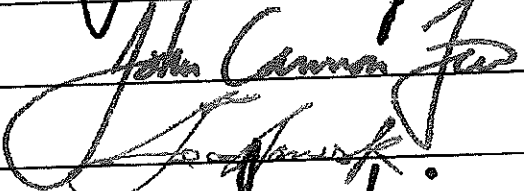


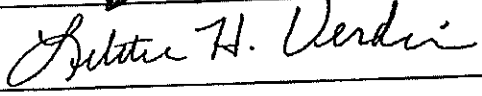
1. *In Re: Derrick Hollingsworth*, Extraordinary Writ, Butler Petition for Writ of Habeas Corpus, dated July 26, 2022. Appellate Case No. 2022-001259.
2. *Michael Gazich v. State of South Carolina Greenville County, Greenville S.C.*, Letter to Chief Justice Beatty, dated September 8, 2023; and Motion Farretta Hearing, dated September 8, 2023. Appellate Case No. 2023-001409.
3. *Beverley Wilson and Travis Stewart v. Laura Duncan*, Petition for Declaratory Judgment, dated June 22, 2022. Appellate Case No. 2022-001016.
4. *Steven C. Wilson v. Warden Burton, McCormick Corr. Inst., South Carolina Dep't of Prob., Parole, and Pardon Servs.*, Writ of Habeas Corpus, dated June 14, 2022; Letter to the South Carolina Supreme Court, dated September 12, 2022; Motion for Summary Judgment, dated April 1, 2024; Motion for Judgment, dated May 1, 2024; Letter to the Clerk of the S.C. Supreme Court, dated June 24, 2024. Appellate Case No. 2022-000848.
5. *Robert Mitchell v. State*, Extraordinary Writ, Butler Petition for Writ of Habeas Corpus, dated May 20, 2024; Letter, dated June 10, 2024. Appellate Case No. 2024-000849.
6. *In re: Supreme Raheem Ackbar*, Extraordinary Writ, Butler Petition for Writ of Habeas Corpus, dated May 15, 2024. Appellate Case No. 2024-000909.
7. *Rufus Rivers and Merle Rivers, pro se v. Stephanie McKune-Grant and Jenny Abbott Kitchings*, Emergency Petition for Writ of Mandamus, dated June 11, 2024. Appellate Case No. 2024-000987

Case No. 2024-00849

EXHIBIT

- 1. Exhibit A: Affidavit of Defendant, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 2. Exhibit B: Affidavit of Plaintiff, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 3. Exhibit C: Affidavit of Defendant, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 4. Exhibit D: Affidavit of Plaintiff, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 5. Exhibit E: Affidavit of Defendant, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 6. Exhibit F: Affidavit of Plaintiff, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 7. Exhibit G: Affidavit of Defendant, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 8. Exhibit H: Affidavit of Plaintiff, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 9. Exhibit I: Affidavit of Defendant, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.
- 10. Exhibit J: Affidavit of Plaintiff, dated May 1, 2024, filed in the Court of Appeals, Case No. 2024-00849.

- 8. *In re Phillip Henry Crocker III*, Petition for Writ of Mandamus, received June 21, 2024. Appellate Case No. 2024-001040.
- 9. *Kevin Blanding v. State of South Carolina*, Writ of mandamus and motion for appointment of counsel to prosecute PCR, received June 21, 2024. Appellate Case No. 2024-001067.
- 10. *Altony Brooks v. State*. Petition for Writ of Mandamus, dated May 6, 2024. Appellate Case No. 2024-000851.

	C.J.
	J.
	J.
	J.
	J.

Columbia, South Carolina
 August 16, 2024

Rufus Rivers - Merle R
1429 Legroad Sumner St
Cordova, SC 29039



9589 0710 5270 1713 4926 53

Retail



RDC 99

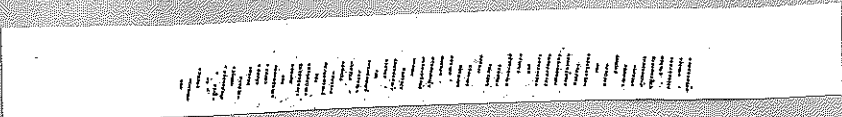


29401

U.S. POSTAGE PAID
FCM LG ENV
ORANGEBURG, SC 29115
MAY 14, 2025

\$8.56

S2324K503879-50



ITEM X-RAYED BY
USMS
Shay

U. S. District Court
85 Broad Street
Charleston, South Carolina 29401

2025 MAY 19 11 51 12

CERTIFIED MAIL

