

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

Honorable Lawton McIntosh  
Circuit Court Judge

Appellate Case No. 2023-000133

Donald Eaton, Kristy Drees, and Logan Drees,  
Plaintiffs,

v.

DBC Anderson Cove LP,  
Respondent,

Of Whom Donald Eaton is the Appellant

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MAR 10 2026

SC Court of Appeals

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**APPELLANT'S PETITION FOR REHEARING**

Pursuant to Rule 221(a), SCACR, Appellant respectfully moves the Court to reconsider and rehear the decision in the above-named matter, Unpublished Opinion No. 2026-UP-086, filed on February 25, 2026.

For the reasons set forth herein, Appellant Donald Eaton submits that the Court should grant the petition for rehearing, withdraw its previous opinion, and issue a substituted opinion reversing the trial court's ruling.

## STANDARD

Rule 221(a), SCACR, allows a party to petition the Court for a rehearing. The petition for a rehearing must stat “the points supposed to have been overlooked or misapprehended by the court,” Rule 221(a), SCACR.

## ARGUMENTS

The Court should grant rehearing, withdraw its previous opinion, and issue a substituted opinion holding that the Circuit Court erred in failing to remand this matter to the magistrate for a proper trial and finding of fact. With specificity, Opinion No. 2026-UP-086’s first, second, and fourth conclusions are based on the Court’s misapprehension that no contract constituting an accord and satisfaction existed between the parties which would render the ejectment improper, the misunderstanding that the magistrate did not receive the audio recording evidence, and the misunderstanding that the performance of applying for rental assistance should constitute valid consideration since the validity of the Respondent’s alleged pre-existing duty was in bona fide dispute, respectively.

**I. A genuine issue of material fact exists as to whether an accord and satisfaction existed between the parties that would render ejectment improper.**

At issue in this matter is a verbal contract created between the parties requiring performance by each. This contract arose as an agreement to prevent eviction proceedings by the signing of a new lease agreement between the parties: Appellant Eaton (“Eaton”) and Respondent DBC Anderson Cove LP (“DBC”). The terms of that contract, outlined in Eaton’s Counterclaim and Amended

Counterclaims (*Record on Appeal*, pp. 15-35), were that Eaton would apply for rental assistance and, subsequently, the parties would complete a new lease agreement. It was also agreed by the parties that no legal action would be brought by the parties against one another while the terms of the contract were completed. (*Record on Appeal*, pp.19-20, 30, statement 18)

The existence of this contract renders the ejectment improper for two reasons. First, the contract included a mutual agreement not to begin any new legal proceedings while the performances were completed. Second, the performance required of DBC would have created a new lease agreement between the parties, invalidating the existing month-to-month lease.

The existence of the contract between the parties is a question of material fact.

## **II. The magistrate received the audio recording but did not consider it.**

As discussed in the Magistrate's Return (*Record on Appeal*, pg. 70), the Magistrate Court did receive the audio recording discussed during the hearing for the motion for summary judgment. The Magistrate states that it was purposefully not considered because the recording was not on record prior to the hearing or present at the same.

While the audio recording was not present on the record at the time of the hearing, it was submitted promptly the next day, September 30, 2022. The Magistrate Court did not issue his Order until October 31, 2022, allowing ample time for review of the evidence before issuing a final Order. (*Record on Appeal*, pg. 11). Under Rule 14, SCRMC, "[t]he court shall be lenient in [...] granting continuances of trials for good cause shown when necessary to serve the ends of justice." The appropriate solution to the recording not yet being on record would be to continue the hearing to allow Eaton to submit the recording rather than ruling in the absence of known evidence.

Though Eaton did not move for the Magistrate Court’s review, this oversight is minor when considering Rule 13, SCRMC, which states that trials shall be conducted in an informal manner, and Rule 12(b), SCRMC, which expressly allows the Magistrate Court to take independent action by stating “This rule does not limit the power of the court to entertain an independent action to relieve a party from a judgment, order, or proceeding.”

The Magistrate further indicated that the recording was not considered because a copy of the recording had not been served on DBC. However, Rule 15(a), SCRMC, encourages the exchange of information, but states that “in no event shall the court require such exchange.”

**III. The application for rental assistance constitutes valid consideration.**

While on its face, DBC’s allegation of unpaid rent would indicate that an existing obligation to pay rent is relevant, Eaton contested from the commencement of this matter that he was current with all existing obligations to DBC and that the accord.

Eaton did not believe there was any reason to apply for rent assistance other than for the benefit of DBC and to assuage their mistaken belief that they were owed something. The application for rent assistance was in addition to, and not in lieu of, ongoing rent payments being regularly made by Eaton.

In fact, as part of his submissions to the Magistrate Court, Eaton provided evidence of ongoing, regularly rent payments in the form of money order receipts and documentation from the Anderson Housing Authority regarding payments made on behalf of Eaton and his family. (*Record on Appeal*, pp. 93-94).

**<SIGNATURE PAGE FOLLOWS>**

Respectfully submitted,

**s/Donald Eaton**

Donald Eaton

March 4, 2026

201 Miracle Mile Dr 13C

Anderson, South Carolina 29621

(864) 540-3035

Appellant Pro Se

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Donald Eaton, Kristy Drees, and Logan Drees, Plaintiffs,

v.

DBC Anderson Cove LP, Respondent,

Of Whom Donald Eaton is the Appellant

**PROOF OF SERVICE**

I certify that I have served a copy of Appellant's Petition for Rehearing on DBC Anderson Cove LP by depositing a copy of the same in the United States Mail, postage prepaid, certified, return receipt requested, on March 4, 2026, addressed to its attorney of record, John Hampton Scully, 1306 South Church Street, Greenville, SC 29605.

March 4, 2026

**s/Donald Eaton**  
Donald Eaton  
201 Miracle Mile Dr 13C  
Anderson, South Carolina 29621  
(864) 540-3035  
Appellant (Pro Se)

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From: Donald Eaton  
201 Miracle Mile Dr 13C  
Anderson, SC 29621

To: Office of Court Administration  
Calhoun Building  
1220 Senate Street, Suite 200  
Columbia, South Carolina 29201

Re: Appellant's Petition for Rehearing  
*Court of Appeals Docket No. 2023-000133*

Date: March 4, 2026

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SC Court of Appeals

Dear Clerk:

Please find attached the Appellant's Petition for Rehearing in the above-listed matter along with the required motion fee of \$50.00.

Sincerely,



Donald Eaton  
Appellant (Pro Se)  
(864) 540-3035

Enclosures: Appellant's Petition for Rehearing  
Money Order for \$50.00

Donald Eaton  
201 Miracle Mile Dr 13C  
Anderson, SC 29621

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Calhoun Building  
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