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Aug 06 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM LANCASTER
COUNTY
Court of Common Pleas

Daniel D. Hall, Circuit Court Judge

Case No. 2021-CP-29-00808

Edrico Juan Blakeney, Appellant,

v.

CITIBANK N.A., Respondent.

PETITION FOR REHEARING
PURSUANT TO **RULE 221, SCACR**

Section 1: Statement of Grounds PETITION FOR REHEARING PURSUANT TO **RULE 221, SCACR**

REVISED SECTION: POINT I – THE COURT MISAPPREHENDED THE LAW REGARDING SUBJECT MATTER JURISDICTION AND RULE 12(h)(3), SCRCP

A. **Subject Matter Jurisdiction:** Cannot Be Waived and Requires No Trial Preservation
The Court misapprehended the nature of Appellant's jurisdictional challenge by treating it strictly as a waived personal jurisdiction defense. During the initial magistrate court

proceedings, Appellant challenged Plaintiff's legal capacity, standing, and the fundamental existence of an underlying obligation required to invoke the judicial power of the court.

Under South Carolina law, subject matter jurisdiction concerns the court's fundamental authority to hear and determine a cause of action. Unlike personal jurisdiction, subject matter jurisdiction cannot be waived, conferred by consent, or barred by procedural default, and it may be raised at any time—including for the first time on appeal. **See Dove v. Gold Kist, Inc., 314 S.C. 56, 440 S.E.2d 378 (1994); Rule 12(h)(3), SCRPC** ("Whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action.").

Therefore, applying the preservation standard of **Wilder Corp. v. Wilke** to Appellant's subject matter jurisdiction challenge misapprehends controlling **South Carolina procedural law**.

B. Misapprehension of Subject Matter Jurisdiction vs. Plaintiff's Failure to Establish Contract Formation

To the extent that the magistrate court possessed general statutory authority over civil debt claims under **S.C. Code § 22-3-10**, the Court misapprehended how Appellant's jurisdictional challenge directly intersected with the merits of Plaintiff's claim under **Rule 56(c), SCRPC**.

1. **Failure to Prove Mutual Assent: Subject matter jurisdiction in a breach of contract or account action requires an underlying debt or agreement upon which relief can be granted.** By asserting a lack of consent and challenging Plaintiff's standing, Appellant explicitly placed the foundational element of contract formation (**mutual assent**) in dispute. **See Player v. Chandler, 299 S.C. 101, 382 S.E.2d 891 (1989) (holding that a valid contract requires mutual assent to all essential terms).**
2. **Improper Conversion to a Procedural Waiver:** The Court erred by holding that Appellant's challenge to the existence of a contract was "unpreserved" under **Indigo Assocs. v. Ryan Inv. Co.** Appellant's written filing in magistrate courts answer, explicitly stated on page 3 of 4 up under header, line 1-line ending at line 4 **"at no time have I given nor do I give consent to any business agreement."**
3. **Misapplication of the Pleadings Standard:** Pursuant to **Rule 8(f), SCRPC**, which mandates that "all pleadings shall be so construed as to do substantial justice," denying consent functions as a direct denial of contract formation under **Rule 8(b), SCRPC**.

By recharacterizing Appellant's denial of consent as an inapplicable Statute of Frauds defense or an unpreserved jurisdictional point, the court relieved Plaintiff of its legal burden to prove mutual assent. Under **Singleton v. Sherer, 377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008)**, all reasonable inferences must be drawn in favor of the

nonmoving party. Drawing an inference of an admitted debt while ignoring an express **written denial of consent misapplies Rule 56(c), SCRCP, and deprives Appellant of procedural due process.**

Point II: Statement of Grounds The Rule 221 Standard:

Appellant respectfully petitions this Court for a rehearing pursuant to **Rule 221(a), SCACR**, on the grounds that the Court's opinion misapprehended and overlooked critical points of fact and law regarding Appellant's pleadings, the standard for summary judgment under **Rule 56(c), SCRCP**, and the liberal construction of pro se filings required by **Rule 8(f), SCRCP**."

Section 2: Point 1 – The Court Misapprehended Appellant's Answer Under Rules 8(b) and 8(f), SCRCP

1. The Court's finding that I "did not specifically deny the material allegations of Citibank's complaint but in **my answer it was in the attached Notice of Understanding in my original magistrate answer where I explicitly wrote: "at no time have I given nor do I give consent to any business agreement..."** written filing in magistrate courts answer, explicitly stated on page 3 of 4 up under header, line 1-line ending at line 4 " Under Rule 8(f), **SCRCP**, which states that "all pleadings shall be so construed as to do substantial justice. The courts construing my statement as a total admission of debt—rather than a functional denial of contract formation—misapprehends the record and fails to apply **Rule 8(f)**."

Section 3: Point 2 – The Court Misapplied Rule 56(c), SCRCP regarding "Genuine Issues of Material Fact"

1. The Court's ruling that there was "no genuine issue of material fact." per **Singleton v. Sherer, 377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008)**, which requires courts to draw all reasonable inferences in the light most favorable to the non-moving party. But under South Carolina contract law (e.g., **Player v. Chandler, 299 S.C. 101, 382 S.E.2d 891 (1989)**), mutual assent is a required element of contract formation. And by Appellant explicitly denying consent, it created a direct dispute of material fact regarding contract formation. Therefore, granting summary judgment without requiring Citibank to prove mutual assent (such as producing an underlying application or signature log) **misapplies Rule 56(c)**.

Section 4: Point 3 – Preservation of the Contract Dispute

1. In the Court's finding under **Indigo Assocs. v. Ryan Inv. Co.** stated that the "**no contract**" argument was not preserved for review.

But the argument was preserved in writing in the initial answer filed with the magistrate via the express denial of consent when Appellant raised the issue during the hearing when you questioned the plaintiff's legal standing and capacity to prove an underlying contractual obligation in the objection to jurisdiction. The Court misapprehended the record in finding the issue unpreserved, as the dispute over contract formation was embedded in the initial written pleadings.

Section 5: Conclusion & Relief Requested
End with a concise request for action:

"For the foregoing reasons, Appellant respectfully requests that this Court grant this Petition for Rehearing, vacate the affirmance, and remand the matter to allow full evidentiary proceedings on the disputed material facts of contract formation."

August 6, 2026

/s/ Edrico Juan Blakeney
Edrico Juan Blakeney
2426 New Cut Church rd.
Lancaster, South Carolina
29720
Appellant

Proff of service per filling:
CC: Joseph Eugene Hill, Esquire
Robert John Stephenson, IV, Esquire

May 11, 2026

/s/ Edrico Juan Blakeney
Edrico Juan Blakeney
2426 New Cut Church rd.
Lancaster, South Carolina
29720
Appellant

CC: Joseph Eugene Hill, Esquire
Robert John Stephenson,,IV, Esquire

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Edrico Juan Blakeney, Appellant,

v.

Citibank N.A., Respondent.

Appellate Case No. 2023-001184

Appeal From Lancaster County
Daniel Dewitt Hall, Circuit Court Judge

Unpublished Opinion No. 2026-UP-391
Submitted July 1, 2026 – Filed July 29, 2026

AFFIRMED

Edrico Juan Blakeney, of Lancaster, pro se.

Robert John Stephenson, IV, and Joseph Eugene Hill,
both of RAS LaVrar Law Offices, of Greenville, for
Respondent.

PER CURIAM: Edrico Juan Blakeney appeals the circuit court's order affirming the magistrate court's order, which granted summary judgment in favor of Citibank N.A. (Citibank). On appeal, Blakeney argues (1) the magistrate and circuit courts did not have jurisdiction to decide this case; (2) the circuit court erred in granting judgment and ruling on the pleadings in favor of Citibank; (3) the circuit court

erred in "ruling on the damages summary judgment" in favor of Citibank; and (4) the lower court erred in affirming the trial court ruling. We affirm pursuant to Rule 220(b), SCACR.

Initially, we hold the issue of personal jurisdiction is not preserved for appellate review because it was not raised to and ruled upon by the circuit court. Although Blakeney described the magistrate's comments regarding jurisdiction during the circuit court hearing, he did not make a specific argument to the circuit court that the magistrate court erred in exercising jurisdiction over him. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *id.* ("Moreover, an objection must be sufficiently specific to inform the trial court of the point being urged by the objector.").

Next, viewing the evidence in the light most favorable to Blakeney, we hold the circuit court did not err in affirming the magistrate court's order granting summary judgment in favor of Citibank and awarding damages because Blakeney did not raise any genuine issues of material fact. In his answer filed in magistrate court, Blakeney did not specifically deny the material allegations of Citibank's complaint—which included the existence of an account in Blakeney's name, that debt was incurred, and that Blakeney had defaulted on the debt—and instead only raised the affirmative defense of the statute of frauds. We hold the statute of frauds is not applicable here because it does not apply to consumer credit card debt. Thus, because Blakeney admitted the account existed and he defaulted on the debt owed to Citibank, and the statute of frauds does not apply in this case, there is no genuine issue of material fact and the grant of summary judgment and award of damages was proper. *See USAA Prop. & Cas. Ins. Co. v. Clegg*, 377 S.C. 643, 653, 661 S.E.2d 791, 796 (2008) (stating an appellate court reviews the grant of a motion for summary judgment under "the same standard that governs the [circuit] court under Rule 56(c) [of the South Carolina Rules of Civil Procedure]"); *Singleton v. Sherer*, 377 S.C. 185, 197, 659 S.E.2d 196, 202 (Ct. App. 2008) ("On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party."); *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023) (eliminating the "mere scintilla" standard and clarifying the proper standard is the "genuine issue of material fact" standard set forth in the text of Rule 56(c)); Rule 56(c), SCRCPP (providing that summary judgment is proper when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the

affidavits . . . show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law"); S.C. Code Ann. § 32-3-10(2), (4) (2007) (providing that "no action shall be brought" on certain categories of agreements, including special promises "to answer for the debt, default or miscarriage of another person" and contracts "to charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them," unless they are in writing and signed); S.C. Code Ann. § 32-3-20 (2007) (stating an individual can only be held legally responsible for statements made about another person's "character, conduct, credit, ability, trade or dealings of any person to the intent or purpose that such other person may obtain credit, money or goods thereon unless such representation or assurance be made in writing, signed by the party to be charged therewith or by some person thereunto by him legally authorized" for the purpose of obtaining credit if those statements were made in writing and signed); Rule 8(b), SCRCP ("A party shall state in short and plain terms the facts constituting his defenses to each cause of action asserted and shall admit or deny the averments upon which the adverse party relies."); Rule 8(c), SCRCP (stating the statute of frauds is an affirmative defense); *Gen. Elec. Co. v. Gate*, 273 S.C. 88, 90, 254 S.E.2d 305, 307 (1979) (providing that "where the promise to pay a debt incurred by another is made as a part of a transaction where the [m]ain purpose and object of the promisor is not to answer for the debt of another, but to subserve some purpose of his own, his promise is not within the [s]tatute [of frauds]"). To the extent Blakeney is arguing he never entered into an agreement with Citibank and no contract was produced, we hold this issue is not preserved for appellate review because it was not raised to and ruled upon by the magistrate court. *See Indigo Assocs. v. Ryan Inv. Co.*, 314 S.C. 519, 523, 431 S.E.2d 271, 273 (Ct. App. 1993) ("The circuit court, acting as an appellate court in a case heard by the magistrate, cannot consider questions that have not been presented to the magistrate."); *id.* at 523, 431 S.E.2d at 273-74 ("[T]he parties to an appeal from the magistrate court are restricted to the theory on which the case was tried in the magistrate court.").

AFFIRMED.¹

THOMAS, MCDONALD, and TURNER, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

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Edrico Juan Blakeney, Appellant,

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CITIBANK N.A., Respondent,

Petition for Rehearing

I certify that I have served a copy of Petition for Rehearing

August 6, 2026

s/ Edrico Juan
Blakeney
Edrico Juan
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Appellant

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