

24-6887 **ORIGINAL**
UNITED STATES SUPREME COURT

Supreme Court, U.S.
FILED

MAR 26 2025

OFFICE OF THE CLERK

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

VS.

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

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

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

TABLE OF AUTHORITIES

Statutes

S.C. Code Of Laws 27-40-210(12)
S.C. Code Of Laws 27-40-420(b)

Hoffman vs. Red Owl Stores, Inc., 26 wis.2d 683(1965)
University of Pennsylvania Law Review

OPINIONS BELOW

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

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

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

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

JURISDICTION

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

CONSTITUTIONAL PROVISIONS

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

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

STATUTORY PROVISIONS

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

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

CONCLUSION

STATEMENT OF THE CASE

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

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

REASONS FOR GRANTING THE PETITION

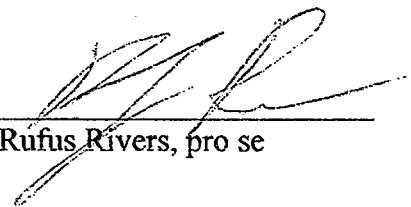
- A. Improper 30-Day Notice:** The 30-Day notice served by the respondent did not explicitly state the respondent's ownership, despite the petitioners having been granted by the predecessor. This omission undermines the notice's validity creates ambiguity about the respondent's authority to demand possession, in violation of fundamental landlord-tenant principles.
- B. Oral Agreement:** The oral nature of the agreement highlights the inherent challenges of enforcing verbal contracts in landlord-tenant disputes. Without written terms specifying rent or other conditions, the agreement becomes subject to interpretation, often to the detriment of the less powerful party.
- B. Reliance And Detrimental Harm:** The petitioners acted in good faith based on the predecessor's verbal assurance, making decisions and incurring costs with the expectation of continued possession. The oral nature of the agreement, combined with detrimental reliance, underscores the significant inequities faced by the petitioners and the need for equitable relief.

CONCLUSION

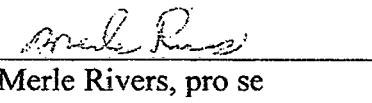
The petitioners respectfully submit that this case presents significant questions of law and equity that merits the Supreme Court's review. The improper 30-Day notice, issued without identifying the respondent's ownership, deprived the petitioners of their rights to due process. The oral agreement with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

March 12, 2025

Respectfully submitted,



Rufus Rivers, pro se



Merle Rivers, pro se

CERTIFICATE OF COUNSEL

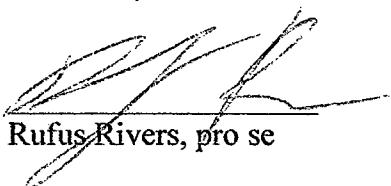
Rufus Rivers and Merle Rivers, pro se, hereby certify the following:

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

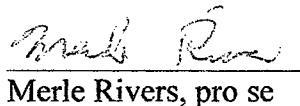
We certify that a copy the Petition for Writ of Certiorari was served on James Smith,Jr. through his counsel of record, Kathleen McDaniel, Esq.in accordance to Rule 29 of the rules of the Supreme Court.

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

March 20, 2025



Rufus Rivers, pro se



Merle Rivers, pro se

APPENDIX

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A

To: Rufus and Myrtle Rivers
1429 Le Grand Smoak St
Cordova SC 29039-9538

From: James F Smith Jr

The last time we spoke I expressed to you my desire to sell the house located at 1429 Le Grand Smoak St. Cordova, SC 29039-9538. Since the last that we spoke I've tried to contact you by both land line and cell phone, but to no avail, both line both were dysfunctional. So I'm writing this letter to serve you notice that you have 30 days from the receipt of this notice to vacate the above stated property.

FILED FOR RECORD
MINNIPAB CLARK
2010 NOV 21 PM 3:15
CLERK OF COURT
ORANGEBURG, SC

James F Smith Jr

66 Thomas St

Brentwood, NY 11717-1217

B-

**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

B

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, SCRCF ("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 . . .").

C

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

ISSUE

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.

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

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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.

D

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FOR THE FIRST JUDICIAL CIRCUIT
Rufus Rivers and Merle Rivers,) C/A No.: 2018-CP-38-01339
Appellants,)
v.) **ORDER ON APPEAL**
James Smith, Jr.,)
Respondent.)

This appeal came before the court on October 18, 2019, for a hearing on Rufus and Merle Rivers' appeal from an Eviction Order of the Orangeburg County Magistrate's Court. Present at the hearing were Kathleen McDaniel, Esq., counsel for Respondent, and Appellant Rufus Rivers. This case concerns an eviction from the property located at 1429 LeGrand Smoak Street in the County of Orangeburg, South Carolina. For the reasons set forth below, I affirm the decision of the Magistrate's Court.

STATEMENT OF THE CASE

On July 2, 2018, James Smith, Jr. wrote to Rufus and Merle Rivers giving them 30 days to vacate the real property located at 1429 LeGrand Smoak Street, Cordova, South Carolina (the "Property").

On August 6, 2018, the Rivers initiated a separate civil action by filing a Complaint in the Orangeburg County Court of Common Pleas, challenging Smith's ownership of the Property and alleging causes of action for constructive fraud, negligence, conversion, unjust enrichment, and invalid owner.

On August 8, 2018, Smith filed a Rule to Vacate or Show Cause for Eviction in Orangeburg County Central Region Magistrate's Court.

On August 17, 2018, the Rivers filed an Amended Complaint in the Court of Common Pleas, alleging that Smith used an invalid Power of Attorney to convey the Property from his mother Jessie Mae Smith, the previous owner of the Property, to himself. The Rivers also alleged in the Amended Complaint that Ms. Smith, at some point during her life, had orally given or promised the Property to the Rivers. The case was referred to the Master in Equity.

At the eviction hearing on September 18, 2018, the Magistrate's Court ruled that Smith is the current and lawful owner of the Property and that the Rivers were unlawfully occupying the premises. The Rivers objected to this ruling by way of a Motion for Reconsideration filed on October 1, 2018. Following a hearing on October 16, 2018, the Magistrate's Court denied the Rivers' Motion for Reconsideration and authorized the issuance of a Writ of Ejectment.

On October 17, 2018, the Rivers filed a Notice of Intent to Appeal and a Corrected Notice of Appeal on October 18, 2018.

On November 2, 2018, a hearing was held in the Magistrate's Court on the issue of rental payments required to be paid by the Rivers during the pendency of this appeal. The Magistrate's Court determined appropriate rent to be \$700.00, to be paid into the Court each month as bond.

The Rivers appealed the imposition of rental payments, and on April 8, 2019, a hearing was held in this Court on the issue of whether the monthly rent amount to be paid by the Rivers into court was proper. This Court issued its ruling on April 18, 2019, affirming the amount of bond set by the Magistrate's Court.

On May 20, 2019, a hearing was held on the appealed Magistrate's Court eviction action. The Rivers contended that title to the property was still in question because of their pending lawsuit. On May 21, 2019, Judge Gibbons issued an Order continuing the hearing on this appeal until such time as the Master in Equity could rule on the issues raised in the Rivers' Amended Complaint.

On August 28, 2019, following a hearing, Judge James B. Jackson, Jr., Master in Equity for Orangeburg County, dismissed the Rivers' Amended Complaint for failure to state a cause of action upon which relief could be granted. The Rivers did not appeal that decision.

On October 14, 2019, this Court took up again the Rivers' appeal from the Magistrate's Court's eviction decision.

STANDARD OF REVIEW

The standard of review to be applied by a Circuit Court in an appeal of a magistrate's judgment is that "[u]pon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits." S.C. Code Ann. § 18-7-170. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact. *Hadfield v. Gilchrist*, 343 S.C. 88, 92, 538 S.E.2d 268, 270 (Ct. App. 2000).

DISCUSSION

The Rivers state three grounds for this appeal:

1. That the Rivers had filed an Amended Complaint in Circuit Court regarding ownership of the property.

2. That the Rivers provided a written reply to Rule to Show Cause that was not entered into the record as evidence.
3. That there was no landlord-tenant relationship between the parties.

I. Pending Circuit Court Case

The Rivers contended in their Corrected Notice of Appeal that this appeal should not proceed while there was pending before the Master in Equity a case that the Rivers claimed brought into doubt the ownership of the Property. On August 28, 2019, the Master in Equity dismissed the Rivers' Amended Complaint pending before him for the Rivers' failure to state a claim. The Rivers did not appeal that decision. Thus, that matter is no longer pending before the Master in Equity or any other court.

II. Reply to Rule to Show Cause

The Rivers contend in their Corrected Notice of Appeal that they provided a written reply to the Rule to Show Cause that was not "entered into the record as evidence." The Rivers provided no explanation to this Court how this fact, if true, would show that the Magistrate's Court erred in its ruling on the issues in this case. Therefore, I find no error on the part of the Magistrate's Court in regard to this ground for appeal.

III. Landlord-Tenant Relationship

The Rivers contend in their Corrected Notice of Appeal that there was no landlord-tenant relationship between them and Respondent Smith. Under South Carolina law, a "landlord" is defined as "the owner, lessor, or sublessor of the premises." S.C. Code Ann. § 27-40-210(6). An "owner" is defined as "one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title to property or (ii) all or part of the beneficial ownership and a right to present use and enjoyment of the premises." S.C. Code Ann. § 27-0-210(8). A "tenant" is defined as "a person entitled under a rental agreement to

occupy a dwelling unit to the exclusion of others.” S.C. Code Ann. § 27-40-210(15). A “rental agreement” is defined as “all agreements, written or oral, and valid rules and regulations adopted under § 27-40-520 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.” S.C. Code Ann. § 27-40-210(12). Absent a rental agreement which fixes a definite term, a tenancy is month to month. S.C. Code § 27-40-310(d). All that is required to terminate a month-to-month tenancy is written notice to the tenant thirty days before the termination date in the notice. S.C. Code § 27-40-770(b).

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 could be granted. There is no evidence in the record that would indicate that Smith is not the owner of the Property.

Until July 2, 2018, 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.

THEREFORE, IT IS HEREBY ORDERED, that the decision of the Magistrate’s Court is hereby affirmed, and the Writ of Ejectment should be issued. I further order the rental payments currently held in the Orangeburg County Magistrate’s Court’s registry be disbursed to Smith James Smith, Jr. at the earliest possible date.

IT IS SO ORDERED.

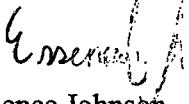
**The Honorable Edgar W. Dickson,
Presiding Judge**

Charleston, South Carolina
December ____, 2019

E

To whom it may concern,

I, Essence Johnson, do hereby certify that I have witnessed Jessie Mae Smith giving possession of the property, 1429 Legrand Smoak Street in Cordova South Carolina, to Rufus and Merle Rivers in late 2009. Since living there, I have also witnessed Rufus Rivers installing new roofing on the home, along with other renovations and work to the structure.


Essence Johnson

28

G

AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

CLINTON WRIGHT, AFFIANT
107 PARKER DRIVE
CORDOVA, SOUTH CAROLINA 29039

Affiant on oath swears that the following statements are true:

My name is Clinton Wright, I am over the age of 21 years and reside in Orangeburg County, South Carolina.

I am a next door neighbor to Rufus and Merle Rivers at 1429 Legrand Smoak Street, Cordova, South Carolina. The Rivers have live their address continuously since 2009 and I personally know that they have maintained the property as their own.

This affidavit is signed by me on the date of acknowledgment of my signature.

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

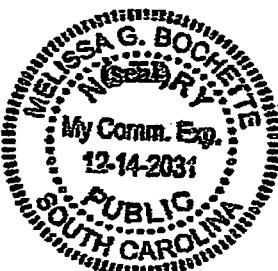
On 7-11-2023, Clinton Wright personally appeared before me and proved to me on satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument. I certify under the PENALTY OF PERJURY under the laws of the State of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melissa G. Bochette

Signature of Notary

My signature expires 12-14-31



H
AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

ASHLEY FRAZIER, AFFIANT
107 PARKER DRIVE
CORDOVA, SOUTH CAROLINA 29039

Affiant on oath swears that the following statements are true:

My name is Ashley Frazier, I am over the age of 21 years and reside in Orangeburg County, South Carolina.

I am a next door neighbor to Rufus and Merle Rivers at 1429 Legrand Smoak Street, Cordova, South Carolina. The Rivers have live their address continuously since 2009 and I personally know that they have maintained the property as their own.

This affidavit is signed by me on the date of acknowledgment of my signature.

ACKNOWLEDGMENT

FILED FOR RECORD
WILLIE B. CLARK
2014 MAR 11 A 9:28
CLERK OF COURT
ORANGEBURG, SC

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

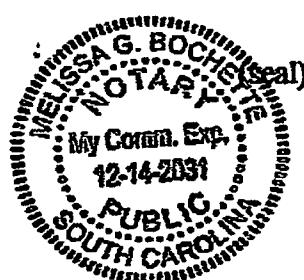
On July 12, 2023, Ashley Frazier personally appeared before me and proved to me on satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument. I certify under the PENALTY OF PERJURY under the laws of the State of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melissa G. Bochette

Signature of Notary

My signature expires 12/14/23



31