

**SUPPLEMENT TO PETITION TO WRIT OF CERTIORARI**

**Pursuant to Rule 15.8**

**Case No: 2023-01318**

**U.S. Case No. 24-6887**

**TO THE HONORABLE JUSTICES OF THE SUPREME COURT OF THE UNITED STATES:**

Petitioners, Rufus Rivers and Merle Rivers, proceeding pro se, respectfully submit this Supplement to Petition for writ of certiorari to address omissions in the original petition and to align the Questions Presented with corresponding Reasons for Granting the writ. This Supplement is under Rule 15.8 to ensure clarity and completeness.

**QUESTIONS PRESENTED**

1. Whether a state court's reliance on an implied landlord-tenant relationship, absent clear evidence of mutual assent or consideration, violates the Due Process Clause of the Amendment.
2. Whether a 30-Day eviction notice that fails to specify ownership or provide a valid date complies with constitutional and statutory notice requirements.
3. Whether retaining an appeal bond after reversal of a judgment, without a stay request, constitute procedural inequity under the Fourteenth Amendment.
4. Whether a state court's prioritization of an implied agreement over equitable principles (e.g. detrimental reliance) violates the Contract Clause and Due Process.
5. Whether this court should clarify standards for oral rental agreements to resolve conflicts between state property laws and equitable doctrines.

**REASONS FOR GRANTING THE WRIT**

**1. Due Process Violation from Implied Rental Agreement (Question 1)**

The South Carolina Supreme Court's finding of an implied landlord-tenant relationship

satisfy due process. The absence of a written agreement violates S.C. Code § 27-40-210(12), mandating rental agreements to “define the basis for rent calculation.” This decision exacerbates a split among state courts on enforcing implied contracts, warranting this Court’s intervention.

## **2. Constitutionally Deficient Eviction Notice (Question 2)**

The Respondent’s undated, ownership-omitted 30-day notice fails *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950), which requires notices to be “reasonably calculated to inform.” This defect deprived Petitioners of a meaningful chance to contest ejectment, violating due process and S.C. Code § 27-40-420(b).

## **3. Procedural Inequity in Bond Retention (Question 3)**

Retaining Petitioners’ appeal bond after the Court of Appeals’ reversal—without a stay request— violates *Nelson v. Colorado*, 581 U.S. 128 (2017). The South Carolina Supreme Court’s refusal to release the bond undermines *McKesson Corp. v. Division of Alcoholic Beverages*, 496 U.S. 18 (1990), requiring a “clear remedy” for recovering funds.

## **4. Contract Clause and Equitable Principles (Question 4)**

The state court’s enforcement of an unenforceable oral agreement over Petitioners’ detrimental reliance contravenes *Hoffman v. Red Owl Stores, Inc.*, 26 Wis. 2d 683 (1965). This violates the Contract Clause (Art. I, § 10) and due process under *Armstrong v. United States*, 364 U.S. 40 (1960).

## **5. Need to Clarify Oral Agreement Standards (Question 5)**

State courts are divided on enforcing oral rental contracts. South Carolina’s approach conflicts with *University of Pennsylvania Law Review* critiques (Vol. 170, p. 1201) and *Loretto v. Teleprompter Manhattan CATV Corp.*, 458 U.S. 419 (1982), which safeguards property rights.

# **PROCEDURAL BACKGROUND**

- 1. Remittitur Error:** The South Carolina Supreme Court erroneously issued the remittitur to the Circuit Court, not the originating Magistrate Court, which the remittitur was recalled.
- 2. Pending Rehearing:** A rehearing petition challenges the reinstatement of ejectment, citing defective notice and equitable violations which have since been denied.

3. **Stay Requests:** Petitioners have filed motions to stay enforcement in state and federal courts, arguing irreparable harm from displacement and medical reasons.

## TABLE OF AUTHORITIES

### Cases

- *Armstrong v. United States*, 364 U.S. 40 (1960)
- *Greene v. Lindsey*, 456 U.S. 444 (1982)
- *Hoffman v. Red Owl Stores, Inc.*, 26 Wis. 2d 683 (1965)
- *Lindsey v. Normet*, 405 U.S. 56 (1972)
- *Loretto v. Teleprompter Manhattan CATV Corp.*, 458 U.S. 419 (1982)
- *McKesson Corp. v. Division of Alcoholic Beverages*, 496 U.S. 18 (1990)
- *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950)
- *Nelson v. Colorado*, 581 U.S. 128 (2017)

### Statutes

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

### Secondary Sources

- University of Pennsylvania Law Review (Vol. 170, p. 1201)

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## CONCLUSION

This case presents urgent constitutional and equitable questions that have divided state courts and implicate fundamental property rights. The Petition should be granted to resolve conflicts under the Due Process Clause, Contract Clause, and equitable doctrines.

Respectfully submitted,

# The Supreme Court of South Carolina

Rufus Rivers and Merle Rivers, Respondents,

v.

James Smith, Jr., Petitioner.

Appellate Case No. 2023-001318

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## ORDER

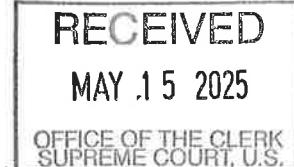
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This Court reversed the judgment of the court of appeals and reinstated the eviction order issued by the magistrates court in this matter. *Rivers v. Smith*, Op. No. 28260 (S.C. Sup. Ct. filed Feb. 19, 2025) (Howard Adv. Sh. No. 8 at 18). The remittitur was sent on March 7, 2025.

Respondents have filed several motions: (1) a motion for an extension of time to file a petition for rehearing; (2) a motion to stay the enforcement of the judgment; (3) a motion to allow the late filing of a petition for rehearing; and (4) a request for clarification and recall of the remittitur. We construe these collectively as a request to recall the remittitur and allow a belated petition for rehearing. Respondents have also filed a petition for rehearing and a motion to alter or amend the judgment pursuant to Rule 59, SCRCP.

We recall the remittitur and reinstate this matter to consider Respondents' remaining filings.

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law was either overlooked or disregarded by this Court. *See* Rule 221(a), SCACR. Accordingly, the petition for rehearing is denied. Finally, the motion to alter or amend the judgment is denied. *See Wells Fargo Bank, N.A. v. Fallon Props. S.C., LLC*, 422 S.C. 211, 215, 810 S.E.2d 856, 858 (2018) (holding the South Carolina Appellate Court Rules, not the South Carolina Rules of Civil Procedure, control where appellate procedure is concerned).



John Kittle Jr.

C.J.

John Kittle Jr.

J.

John Kittle Jr.

J.

John Kittle Jr.

J.

John Kittle Jr.

J.

Columbia, South Carolina  
April 23, 2025

cc:

Kathleen McColl McDaniel  
Sarah Jean Michaelis Cox  
Rufus Rivers  
Winnifa B. Clark