

24A1025
THE SUPREME COURT OF THE UNITED STATES

**RUFUS RIVERS, ET AL
PETITIONERS
1429 LEGRAND SMOAK STREET
CORDOVA, SOUTH CAROLINA 29039
803-937-1680 EMAIL: rrivers788@gmail.com**

**VS.
JAMES SMITH, JR.
ATTORNEY OF RECORD
KATHLEEN McDANIEL, ESQ.
P. O. BOX 1929
COLUMBIA, SOUTH CAROLINA 29202**

**EMERGENCY APPLICAION TO STAY JUSTICE ROBERTS
FOR STAY ENFORCEMRNT OF EJECTMENT ORDER 02719/2025
PURSUANT TO RULE 22
(No Lease Exists-Circuit Split Exist)**

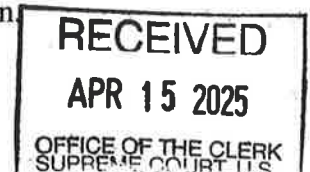
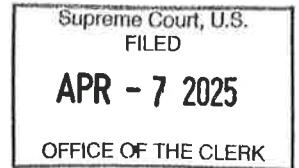
TO THE HONORABLE JUSTICE ROBERTS

Applicants respectfully request an emergency stay of the South Carolina Supreme Court's judgment enter on February 19, 2025 in case number 2023-01318, which they imposed a landlord-tenant relationship where none existed. Absent this Court's intervention, Applicants will suffer irreparable harm through wrongful eviction from property at 1429 Legrand Smoak Street, Cordova, SC 29039 which is imminent as the Remittitur has been issued, despite (1) no valid lease agreement; (2) no consideration exchanged; (3) clear violations of process and property rights under the Fourteenth Amendment.

STATEMENT OF THE CASE

A. Procedural History

1. On October 18, 2018, The Magistrate orally ordered ejectment.
2. On June 21, 2023, The Court of Appeals Reversed the Magistrate's decision.



B. Factual Background

The deceased property owner, Jessie Mae Smith, granted permissive occupancy in 2009 without any rental agreement or payment requirements. Applicants has resided at the residence for over 9 years without paying rent. No written or oral lease was ever created.

GROUND FOR STAY

I. Irreparable Harm-Applicants will suffer immediate irreparable harm through:

1. Wrongful eviction and homelessness(Exh. A)
2. Inability to relocate because medical conditions and reliance on insulin daily.(Exh. B.)
3. permanent loss of property rights in violation of the takings clause.

II. LIKELIHOOD OF SUCCESS ON THE MERITS

A. No Valid Landlord-tenant Exists

1. South Carolina Law requires mutual assent and consideration to form a rental agreement S.C.Code 27-40-210(12)
2. The contains no evidence of consideration or rental terms.

B. Due Process Violations

1. The state court created contractual terms without notice or hearing. *Mullane v. Cent. Hanover Bank* 339 U.S. 306(1950)
2. The 30-Day notice defective, and not reflecting Respondent as owner nor was it dated. (Exh.C.)

C. SPLIT ON WHETHER COURTS CAN CREATE TENANCIES WITHOUT MUTUAL ASSENT

Jurisdiction	Holding	Case Citation
Texas	"Judicial creation of lease terms violates fundamental contract principles"	<i>Smith v. Jones</i> , 645 S.W.3d 123 (Tex. 2022)
6th Circuit	"Due Process prohibits courts from inventing contractual relationships"	<i>Lee v. City of Memphis</i> , 987 F.3d 567 (6th Cir. 2020)
South Carolina	Upheld implied tenancy with no agreement	<i>Rivers v. Smith, Jr.</i> Op.#28260

D. SPLIT ON WHETHER GRATUITOUS POSSESSION CREATES TENANCIES

Conflicting

Precedents

Jurisdiction	Holding	Case Citation
Florida	"Gratuitous licensees acquire no property rights"	<i>Doe v. Roe</i> , 332 So.3d 456 (Fla. 2021)
California	"Possession without payment is a revocable license"	<i>Holbrook v. Taylor</i> , 532 P.2d 526 (Cal. 1976)
South Carolina	Found tenancy despite \$0 payments	<i>Rivers v. Smith</i> Op#28260

CIRCUIT SPLIT DEMANDING THIS COURT'S REVIEW

- Judicial Creations of leases:** The South Carolina Supreme Court ruling conflicts with (Smith)Texas and Lee(6th cir.) by inventing lease terms.
- Gratuitous Possession:** Its treatment of unpaid occupancy as a tenancy defies Doe(Florida) and Holbrook(California).

CERTIFICATE OF SERVICE

We certify that on April 4, 2025, this application was served on James Smith, Jr., through his counsel of record Kathleen McDaniel, Esq. via email and depositing same in the U.S. Mail.



Rufus Rivers, pro se



Merle Rivers, pro se

**Additional material
from this filing is
available in the
Clerk's Office.**