STATE OF SOUTHCAROLINA COURT OF APPEALS
FOR THE FOURTH DISTRICT

APPEAL FROM LEXINGTON COUNTY
Common Pleas Court
Appellate Case No. 2018-002157

STATE OF SOUTH CAROLINA APPEALS COURT

Case No. 2016-CP-32-01385

Presiding Honorable Judge Allison Lee

FINAL BRIEF

Richie D. Barnes,

Respondent

v.

James Reese,

Appellant

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STATEMENT OF THE CASE

1. On or about March 17, 2016 the respondent filed a claim with the Irmo Magistrate Court of Lexington County to seek relief regarding our private agreement for a sale or mortgage of property.

2. On or about April 11, 2016 Chief Magistrate Judge Rebecca Adams in 'Lexington County Irmo Magistrate Court made the decision that this court did not have personal or subject matter jurisdiction due to' the matter being a sale of property, whereby the state of South Carolina landlords code does not apply, and suggested that matter to be removed to a master in equity or common Pleas Court on the basis that the substantial! evidence of receipt written out by respondent and entered onto the courts record by appellant was sufficient grounds of a mortgage and issue a dismissal.

3. On or about February 2018 the Respondent filed a cause of action the Lexington County Common Pleas Court.

4. On or about November 5, 2018 the first hearing set for jury trial November 5, 2018.

5. On or about November 7, 2018 the jury had rendered a verdict and final decision in favor of the respondent, contrary to the evidence which the respondent claims depend now proven to be insufficient.

STATEMENT OF ISSUES ON APPEAL

1. Does the Magistrate Court have jurisdiction over private agreements between the parties regarding the sale of real and personal property?

2. Can a claimant to a cause of action use a "blank lease" contract as supporting evidence to prove his or her claim as fact an agreement made with failed performance in any competent court, especially if such specific evidence allowed by the inferior court has been properly objected to?

3. Are notaries in the State of South Carolina required to place their full seal, date, and witness all parties' signatures involved in any attestation in the presences of all whom signatures are required.

4. If a certified member of the Board of Forensic Document Examiners who is accredited by the Forensic Specialties Accreditation Board makes a determination that such evidence used to support a claim in action is fraudulent, will a competent court take consideration of such expert findings and allow a jury to make a determination which is proven on its face to be prejudice to the Appellant?

5. If the respondent offers a contract or sale on property that's binding under expressed written contract to sell such property or evidenced by receipt, with a declining balance, and later denies or refuses to accept payment, does this act of refusing to honor contract or sale after express agreement constitutes a breach of contract?

6. If the respondent while under contract mortgage's property to another person, individual, or business, does this constitute a breach of contract and establishes acts of attempts to defraud?

7. If the respondent's witnesses testimonies are not consistent and are conflicting, does this constitute perjury and a failure to state a claim and will a competent court of equity allow a jury's decision, if their determination is inconsistent to the testimonial facts and evidence on its face, rule in favor of the inconsistent party that subjects the ordered party to immediate irreparable harm?

8. If the jury by foreperson has voluntarily brought to the knowledge of the court the jury's confusion as to whom the correct parties are in the case before them before rendering a decision based on the evidence entered, is the jury considered

incompetent on the facts as well as the pertinent information to make a correct and no prejudicial determination.

INTRODUCTION

I, James Reese, appellant, a private civilian, domiciling within South Carolina state, have elected to proceed in my defense in this matter per **Haines v. Kerner, 404 U.S. 519,** wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather than the form, and hereby makes the following pleadings/notices in the above referenced matter without waiver of any other defenses or offenses. The court has directed those who are unschooled in law making pleadings shall have the court look to the substance of the pleadings rather than the form. Pro se pleadings are to be considered without regard to technicality; pro se litigants' pleadings are not to be held to the same high standards of perfection as lawyers. **Maty v. Grasselli Chemical Co., 303 U.S. 197 (1938), B. Platsky v. CIA, 953 F.2d 25,26 28 (2nd Cir.**

1991), Court errs if court dismisses pro se litigant without instruction of how pleadings are deficient and how to repair pleadings.

ARGUMENT 1

On the 17th of March 2016 the Respondent filed a petition with a writ of ejectment with a "blank lease" attached as evidence with the City of Irmo Magistrate Court Lexington County on the 30th of March 2016, where a final decision was made by presiding Judge Rebecca L. Adams #5057 that the claim brought forth by respondent was outside the jurisdiction of magistrate court due to the claimed equitable ownership interest appellant, James Reese~ had in the property in dispute, and it was directed in her order for any claims to be refilled in Master in Equity or Court of Common Pleas **(see 46 lines 15-22 evidence** "A"). Presiding Judge Rebecca L. Adams made this determination on the grounds of facts of the evidence and that the Respondent stated in open court on the record in the presence of other supporting witnesses, that this matter was not a rental or lease but a contract agreement to sell property, in which the original contract signed by both parties was also present

substantial evidentiary evidence with receipts attached detailing a declining balance created by the Respondent. Therefore this action 2016CV321070447 was reheard on 6th of April 2016 before the presiding Judge Rebecca L. Adams, who reversed, settled, and referred this action to a higher court with a disposition on the 11th of April 2016. (See "Exhibit 1" 2016CV321070447 "Rule to vacate/settled") The respondent's attorney agreed on the record that an offer was made (page 402 lines 12-15,19 evidence "B") to the appellant for the amount of 5,000 for quit claim deed to the respondent.

ARGUMENT 2

The Respondent's original grounds to support his cause of action filed with Irmo Magistrate Court and the Court of Common Pleas of Lexington County, the same "blank lease" as evidenced on the lower court's records. Respondent stated for the record that the appellant, James Reese, had the "original blank lease" agreed by both parties, (see transcript page 62 evidence "C" and page 348 lines 1-19 evidence "D"). However, such a statement is conflicting and contradicting because respondent's attorney-at-law, Jordan, expressly alluded during examination for the record, that he, Jordan, obtain the now fraudulent

"original lease" (see exhibit 3) from respondent's ex-wife, Katrina, (see transcript page 91, line 17-18 evidence "E") who is acting as false notary witness in this matter, who expressly denied having said fraudulent original "blank lease". During this examination of notary witness, Mr. Jordan, attempts to lead the witness to admit that the "fraudulent lease" was in her Horne possession after notarizing at Chili's and later given to the respondent, Richie D. Barnes, to submit into the lower court as evidence to support respondent's claim (see transcript page 92 lines 1-18 evidence "F"). During respondent's cross examination he stated for the record that the appellant took the original contract provided him a copy later and respondent later provided his notary witness a copy and agreed to the fact that she never had the original "fraudulent lease" (see page 362 lines 21-24 evidence "G" and page 363 6-10 evidence "B"). However, let the court takes notice that this is also contradictory to his supporting testimony on page 365 lines 17-18 that respondent never received a copy of contract from appellant, James Reese.

This obvious confusion of who supposedly held the "fraudulent blank lease" contract between the respondent, his attorney, as well as his notary witness, presents for and on the record

conflicting testimonies. This court will discover within the testimonial evidence that notary witness for the respondent questioned respondent's attorney, Mr. Jordan, with such great surprise that he would allude that she would retain any original contractual agreement between the parties.

Furthermore, why would the presumed notary witness hold or keep in her possession, the presumed original lease agreement between the parties? Also take notice that Mr. Jordan stated on the record on the State of South Carolina County of Lexington Court of Common Pleas 11th Judicial Circuit case no. 2016-CP-32-01385 on March 7, 2017, that, ·We have it's the position of the Plaintiff (respondent) that there was a lease with option. Unfortunately, nobody can find the lease with option." (see exhibit 2 attached). On **page 363 lines 6-10 evidence** "B",respondent admits for the record that he sends her, ex-wife and notary, copies and she doesn't and never had the originals.

The respondent admitted on the records in the court *of* common pleas that he did not witness the appellant, James Reese, sign any lease, which was later proven to be fraudulent by supporting expert witness. On **page 357 lines 11-17 evidence "1.",** respondent gives an answer: ~Your son was there and the waitress

was there but like I said, I saw her look at your ID itself. I never said I saw you sign it because I went to the restroom, I think and I came back and why would I think something was untoward when I thought the way we supposed to do is wait for her to get there and her to wait for me to do it. I had already signed and went to the restroom. I came back, I went came back and she was there. She said is this you? You gave her your ID, she stamped it, she left. Also included on page 360 Line 9-18, the respondent states that he "assumed" that the appellant signed. How can the respondent, witness, the appellant signature, it respondent didn't see with firsthand knowledge appellant's autograph or sign such alleged document? (Page 362 Line 21-22 evidence "G"). This was also admitted by his attorney in his closing argument. Also on page 2B line 11 evidence "J", the Respondent contradicts this statement during his examination that," ... we signed the lease at Chili's ... ". This statement made by the respondent is contradictory to his initial claim during examination that he did not witness the appellant's sign in front of notary witness (see transcript page 361 lines 4-19 evidence "K"). How can the respondent make such claims that he witnessed my signature (see transcript page 362 line 16-20 "G")

if he has no firsthand personal knowledge of the appellant's signature?

ARGUMENT 3

The now proven to be "fraudulent" lease, determined by a certified forensic expert, supposedly notarized by respondent's ex-wife, Katrina hereinafter witness, on **page 77 lines 15-16 evidence "L"**, was not confident on when this transaction occurred because the contract was improperly notarized due to this missing date. On **page 77 lines 15-22 "L"**, the notary admitted that, "I will not sign a document without a date. I will have to have the entire seal for the notary to sign. It has to have one sworn to this day, such and such, blah, blah, blah, and that's not here." On **page 78 Lines 2-9 evidence "M"**, stated that, "all documents that I have notarized has a date on them because I had to put the date on it myself. Line 8, she, witness for Respondent, states, "I wouldn't have signed anything unless I have written the entire seal out, I have to put on their sworn to this day, uhm, this document was signed on this particular day and it has my signature, my commission stamp and also my seal." As the evidence will show the fraudulent lease does not

contain a specific date mandatory by state law. (see page 79 lines 15-12 evidence "N")

In the State of South Carolina is a notary required by law to witness ~*all* parties signatures, date, and to affix her seal and stamp to such documents she has witnessed, and if not, does this, the fraudulent lease constitute a valid notary witness contract? I require the superior court to take notice of notary witness repeated statement of fact with agreement that she would not have signed a document without the complete seal required by the state. Notary witness admits during examination that there were non signatures once the document was presented to her, see transcript page 90 lines 7-11 evidence "O", however this is contradictory to the respondent's claim that he had already signed the alleged original lease prior notary witness arrival and going to the bathroom which upon his return he allegedly witness appellant provided form of ID to notary witness, but never saw appellant sign.

ARGUMENT 4

Appellant's supporting retained expert witness Emily Will, an accredited certified forensic document examiner for 31 years, who holds two certifications at National Association of

Document Examiners and the Association of Forensic Document Examiners, the past president of AFE, and currently vice-president of the Forensic Specialties Acreditation. (see transcript page 459 lines 1-25 evidence "P") (TOA: Pena-Crespo v.

Puerto Rico, 408 F.3d 10,13) This expert witness has fully demonstrated to the court during her testimony (TOA: Ager v. Jane C. Stormont Hosp. & Training Soh. for Nurses) of her report regarding methods and procedures used to determine if a

signature or hand-writing in question is strongly identical to

the other original signatures tested (TOA: Smith v. state Fa~

Fire & Cas. Co., 164 F.R.D. 49,53). Supporting expert witness has fully confirmed during her testimony of the facts of a complete an adequate testing regarding the authenticity to the appellant's signature on the alleged "blank lease" and that signature in question has been confirmed through results not to be genuine and

authentic signature of appellant, James Reese. This competent court will discover through substantial supporting evidence and testimony by expert witness which the appellant defends his claim of such fraudulent act by respondent and his supporting witnesses. with this the appellant's expert witness has established well facts or data in a complete statement of her basis and reasons for them (TOA: Rembrandt

Vision Techs v. Johnson &Johnson Vision Care, Inc., 275 F. 3d 1377, 1381-82).

ARGUMENT 5

Respondent, agreed during cross examination to the facts of a sale and a receipt evidencing a declining balance, and that he, respondent, refused to accept the agreed monthly consideration on February 2016 for purchase of 41 Canterbury, **page 293 lines 22-25 evidence** "(2" **and page 294 lines 1-3 evidence** "R". Please take notice that it is noted on the courts record on transcript page 209 line 1-5 that appellant as of January 1st 2016 had paid in advance to respondent the monthly agreed amount, leaving an advance amount $200.00 (two hundred) as of February 2016 and on this latter date respondent refused payment.

On **page 287 lines 16-19 evidence** "S" on the lower courts transcript~, respondent admits during examination of his consent to the offer to appellant the right, to purchase the property situated at 41 Canterbury. Respondent also admits on **page 288 lines 4-7 evidence** "T" that the repairs scheduled to be done at the above mentioned address is being done so the property can be prepared for sale. This statement further supports the respondent's true intent with evidence to sale to appellant.

Transcript **page 291 Lines 22-24 evidence "U"** respondent state during cross-examination that, ~I didn't care anymore. After you decided that you wanted to *buy* it, you said you were going to take care of it so once you said you wanted to buy it and you signed the lease, I automatically assumed that if it's in your best interest that you would go ahead and make the changes evidently when you got a hold of it ... "This cross examination is evidence of the respondent's true intent by his own statement that he, respondent did not care anymore and intended to sell for a sum certain and release property to appellant, James Reese, once consideration was paid in full evidenced by the receipts (see Exhibit attached "4") from respondent with a declining balance and a regime fee in his own affirmed handwriting.

In addition the appellant, James. Reese, argues in his aid that **I,** under the good faith and good conscious after agreeing to a sum valuable consideration with receipt evidencing our trust, was assigned the ownership with the duty to pay such regime fee evidence with a declining balance concerning the property in dispute. On **page 310-311 lines 23-4 evidence "V"** the respondent admits that this regime fee was part of our original and only agreement which is a confession that his claim is false

and our original contract is a seller and purchaser agreement with a declining balance and regime fee on every receipt recorded given directly from respondent. The respondent during cross-examination admitted for the record that the appellant was responsible for the homeowners association due to the alleged lease contract for a rent to purchase option, however, respondent has yet to prove with supporting substantial evidence this agreement, but has only wasted the courts time and cause irreparable harm against the appellant. Respondent admit that his claim of an osier of an option to buy in accordance to the now proven fraudulent lease" was only an "stipulation" **(see transcript page 115 lines 15-17 evidence** "W") and not expressly written. How can one use "stipulation" to support his claim of a binding contract unless written or implied through action of the parties. For example, respondent claims in his supporting evidence of an alleged written original "fraudulent lease" in clause 2 that he offered items of appliances and security systems, however although expressed, respondent has failed to provide any evidence of such appliances or systems made available to the appellant or any evidence appellant had destroyed or damaged such specific property.

Also **page 299 evidence** "X" of the lower court's transcript Respondent's states during his examination that the copy contains his authentic signature, however, °it had been copied and pasted. Appellant presented to the inferior court now held in its possession the true and correct of the original sale and purchase agreement with his agreed ~wet ink" signature, which he also claimed was fraudulent do to copy and paste techniques (see **transcript evidence** page **305 lines 5-6** "Y"). This defense or claim was defeated by presenting to respondent supporting evidence of the original contract obtain from the presiding judge over the matter, although admitted to being his authentic signature, and during the expert certified forensic analysis examiner who testified to the fact that a wet ink signature could not be copied and pasted (see **transcript evidence page 306 line 19-23 evidence** "Z" **and page 463 line 4-8 evidence** "A-1"). I now require this court of superior jurisdiction to take notice to the fact of recorded expressed by respondent's acquiescence that said original sale and purchase agreement was our good faith original contract (see **transcript page 307 lines 14-19 evidence** "B-1")

ARGUMENT 6

On February 1st 2016 respondent refused and denied agreed payment amount for sale contract from the appellant. It was later discovered that on the same day of February **1st** 2016 the respondent refused such payment because the respondent had unjustly enriched himself by closing on a mortgage loan from a Small Business Association (FEMA) for the amount of $31,600.00 on the property of 41 Cantabury Court, Lexington South Carolina 29072. Within the same month of February 2016 respondent also received $18,000.00 from FEMA on the same property (se~ exhibit 5). It was stated in the respondent's testimony that he did not receive any funds related to any loans regarding the property in dispute. Respondent has conflicting statements in his testimony where he denied that he received 31,600.00 as a mortgage (exhibit 5) **(see transcript page 204 lines 17-21 vicious "C-1" and copy of lower court exhibit #5 now entered as #3 in this case)**. However, respondent later admitted within the record that he *did* receive a mortgage, **(see transcript page 313 line 13 and 14 evidence "0-1")** against the property mentioned above. It is presumed based on the evidence and testimony that the respondent had the intention to defraud the appellant in an act that clearly constitutes a willful breach of contract and dishonesty. **(see transcript page 264 lines 2-20 "E-1")** Answer: "Before I sold

, you the house I contacted, at the time it was CitiFinancial, and said I wanted to sell this property to inquire how much it will take to release this mortgage from the property. I needed permission to sell this property because it's tied into my mortgage with the other property and I am not selling the other property. I just want to sell this." They said well Richie, if you give us $70,000.00 we can go ahead and give you a clear title and- and take this and we'll give you a clear deed and title and take this off the mortgage and just have the 524 Rock Haven which I was inclined to believe since you said I was selling it for 93 you (appellant) said 70. I said hey you want 70 I'll take 70 but you didn't give 70 because you balked. You defaulted." Take notice the amount of $70,000 respondent testified to is consistent to the terms of our contractual agreement to sale entered as evidence to the court. The respondent never availed to appellant the opportunity to be fully disclosed of any priority liens or interest 'by any third parties not stated within our contractual agreement.

Respondent stated that the ~regime" is paid by the owner of the disputed property **(see transcript page 309 Lines 3-10 evidence "F-1")** which the appellant now provides to this court

substantial evidence supporting the agreement contained a regime fee paid by the owner, appellant, James Reese. An original buy and sale agreement has been presented to the court further as supporting documents.

ARGUMENT 7

During examination of Glymph, a witness contractor for respondent, on **transcript page 413 line 2-11 evidence "G-1"**, admits that work done to the property of dispute was considered and upgrade in his professional opinion which is defined contrary to the definition of repair in accordance to Black's Law Dictionary 8th Ed. On transcript page 407 line 7 the contracting witness admits to an eight inch hole in the hallway of the property in dispute, however, on page 408 line 19 when questioned if this particular repair was included in is estimate submitted to the court, the witness stated he could not find such estimate, however the court held me liable for a cost not provided or supported by substantial evidence.

Also provided on **page 409 lines 22-25 "B-1"** contracting witness gives details regarding the alleged estimated repairs to the master bedroom, in particular the bathroom mirror. On **page 410 lines 2 and 4 evidence "1-1"** witness admits he does not know if the mirror was damaged. Also on **line 5-6** when questioned

regarding the alleged toilet damaged, the witness admitted it was no way of testing the toilet because the property dispute had no running water. On **lines 10-14** when questioned regarding the condition of the vanity the witness could not ~recall" to have witnessed any damages. **Transcript page 412 lines 10-18 evidence "J-1"** also gives direct supporting evidence of the witnesses inability to be reliable due to his ~lack of memory" and uncertainty regarding the alleged damages and needed repairs to the property in dispute. The witness begins to guess his findings and uses time in his defense to support his inability to have supporting knowledge of the respondent's requested relief for damages. Witness admits on **page 416, line 21 evidence "K-1"** that he was just asked to give an estimate for the work that was asked for him to do, not repairs". The contractor major complaint was the odor of the property and does not provide any supporting tangible evidence such as video or pictures to substantiate any damages claimed. An example of this admittance is found on transcript **page 419 lines 21-25 evidence "L-1"** when questioned regarding the glass sliding door, witness testify that it was not damaged and -is to be replaced only because of old age, this statement alone supports the witness claims that he was not there to repair but to only upgrade as stated. Also

stated for the record by William Gamble, another of respondent's witnesses, who testified on **page 442 lines 3-6 evidence "M-1"**, "I know brand new carpet put in there when Richie moved back in there." and on **page 445 lines 7-24 "N-1"** witness also admits that the respondent will resolve to any replacement or repairs even if such resolve is not necessary because Respondent is a "neat freak. This further evidence supports the appellant's defense that the respondent and his supporting witnesses appear to form a confederacy against the appellant in order to defraud and cause prejudice.

Respondent's supporting witness and wife, Michell Barnes, testified on transcript **page 430 lines 16-17 evidence "0-1",** she did not see any holes in the living room area. Also page 430 **lines 18-23,** when examined regarding the alleged hole in the laundry room, Michelle Barnes, states that it appeared that "somebody tried to staple some type of linoleum type thing on the hole." However, as the evidence will show on page 4~1 line 22-25, when examined for more details of the condition and how the alleged damage may have been covered, Michelle Barnes, answers, "I don't know. I did not pay that much attention to it. Ali I 'know is something is sitting on top of the hole. This said statement is conflicting and contrary to her original statement

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of what she described in detail as an attempt to cove~ the hole. Respondent's supporting witness, Michelle Barnes, claims through her observation that the property was in ~excellent condition in 2013, but the Respondent's agreed to the contrary, testifying that he had the appellant $28,000 to repair the house for him **(see transcript page 432, line 23-25 evidence "P-1")**. Michelle Barnes for the record contradicts her statement when asked if she had any knowledge regarding the funds given to the appellant from Respondent to help in the prior needed repairs to the property in dispute. On her first answer she repeatedly admitted that she did not know but only a few moments later admits that she had knowledge of this transaction.

These supporting records of fact continues to evidence respondent's supporting witnesses inconsistency and their appearance to attempt to perjure themselves in an effort of confederacy to defend the interest of the respondent. Another example of such inconsistency and appearance to defend the respondent interest found on **page 435 lines 7-11 evidence *"Q-1"***, in which she admits that she had knowledge that the Respondent was paying for work to be done in there just to get things, like he said, the carpet, the dog had chewed the

front carpet so he was going to replace that but you said you would put down wooden floors.

ARGUMENT 8

It was clearly evident to the courts personal knowledge of the jury's noted confusion as to the parties to the case. The jury's confusion displayed substantial forms of incompetency or sufficient lack of understanding, that resulted in err in judging the evidence of fact before them and has caused extreme irreparable harm against appellant, James Reese. This fact of their confusion is detailed within the lower court's transcript that highlights as well the judge's confusion to the questions asked by the jury, with the judge's lack of and without effort to give the jury the opportunity to perhaps rephrase its question so that a more definite answer to their confusion can be availed to properly aid in doing justice by wholes and not by halves considering this confusion was presented to the court 3 days after litigation at 9:30 a.m. on the day of ruling. **(see transcri.pt page 693 line 24 evidence "R-1" and page 694 lines 1-25 evidence "S-1")**

CONCLUSION

I now require this superior competent court of justice to take notice that the respondent, his attorney, and supporting witness, all have inconsistent testimonies regarding the alleged "fraudulent lease" and to the conditions of the property in dispute. The respondent's evidence and arguments to support his claims were proven to be inconsistent and his supporting witnesses either lacked memory of the events in question, there was no existing evidence of the option to buy in dispute in the fraudulent lease, respondent was not present during the alleged vital times relating 'to the procedures of particular transactions, and respondent and his attorney has conflicting conclusions to support their claims. Such example of this can be found in Mr. Jordan closing. I think the plaintiff has clearly shown that it was signed for Mr. Reese by his son (Ujama Reese) and the main thing though it was performed by Mr. Reese paying the payments, "(see **transcript page 647 lines 21-24 evidence "T-1", evidence; transcript Page 644 lines 18-20 evidence** "U-1"). This statement by Jordan, the respondent's .attorney, doesn't align with the supporting evidence of respondent initial claims and is obviously conflicting of the respondent's and his alleged notary witnesses testimony regarding whom they each "believes" signed said original "blank

lease" with an option to purchase, evidenced by witness testimony on **page 92 lines** 23-25, where she claims that she had witnessed Appellant James Reese's signature. How can the respondent's attorney makes such claim with no supporting facts of appellant involving a third party to act on his behalf. Also, respondent's attorney, Mr. Jordan, closes with the bold statement that, the respondent's receipts alleging a "mortgage" with a declining balance was a "misstatement"(see **transcript page 645 line 21 evidence** "V-1"). How can someone misstate the mortgage for the word rent? This can be rebutted by' appellants son and witness Ujama Reese, who has submitted an affidavit under oath attesting to have first-hand knowledge regarding the original transaction to sell and not lease. Appellant's supporting witness Ujama Reese rebuts all alleged claims of a lease and involvement in any transactions on behalf of the appellant or in business with respondent (see **evidence "Affidavit of Mortgage" Exhibit #4).**

Appellants asserts that such conflicting testimonies by the respondent and his supporting witnesses has caused confusion in the jury's determination. It is strongly evidence that the jury erred in their decision due to their confusion of the parties~ which appears to have also cause confusion as to the evidence in

support of each parties claim or defense. The jury's confusion and incompetence has caused irreparable harm and financial disability against the appellant. It must be noted that equity looks into any evidence that supports the expressed intent ~f the parties and such written receipt provides evidence of such intent and spirit of parties. It has been provided by the appellant's expert witness that the alleged original ~fraudulent lease", after certified expert procedural and professional testing methods had been applied, was determined not to be consistent with appellant's original wet ink-signature which leaves the receipts as the only expressed evidence for the jury to rely on to determine facts.

It has now been proven that the alleged damages respondent *is.* claiming is insufficient on the basis supported by George Glymph testimony to be considered upgrades and not repairs which he could not provide to appellant any adequate or pertinent supporting evidence, such as video or pictures, and witness could only recall the property above being "trashy" and when question about the details of the alleged damages, respondent's supporting witness stated he "lacked memory"; to further aid the respondent proof of claim. **(see transcript page 380 lines 1-25 evidence "W-1"; 386-388 "X-1/Y-l/Y-z evidence")**

Furthermore, let this court take cognizance that the South Carolina state code of law regarding landlord/rental property does not apply in respondent's cause of action on the grounds of the supporting evidence and witness testimony provided to this superior competent court the substantiates a sell contractual agreement.

PRAYER FOR RELIEF

Appellant now requires the following relief to be granted;

A. For this superior court to reverse the lower courts jury decision in favor of the appellant based on the facts evidenced above.

B. To reimburse the appellant the amount of $45,000.00 for emotional distress, time lost, and monies invested.

C. To reverse the lower court's order in favor of respondent for punitive damages against the appellant.

For the reasons stated, IN GOD WE TRUST, this Court should correct the inferior lower court's ruling and grant the prayer for relief in favor of appellant.

Equity will not suffer a wrong without a remedy.

June 25, 2021.

BY James Reese

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STATE OF SOUTHCAROLINA COURT OF APPEALS
FOR THE FOURTH DISTRICT

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Presiding Honorable Judge Allison Lee

FINAL BRIEF

Richie D. Barnes,

Respondent

v.

James Reese,

Appellant

I, James Reese, the undersigned declares: I served the "FINAL BRIEF: On the following interested party, Richie D. Barnes, Respondent, sent to his Attorney Leonard Jordon, Jr. 211 Veterans Road, Suite D., Columbia, South Carolina, 29209 (803)-726-1950, by USPS Certified Mail. (see receipt attached), a true copy of this Final Brief.

Drafted By: J. James Reese
James Reese