

THE STATE OF SOUTH CAROLINA

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COURT OF APPEALS

JUL 20 2022

APPEAL FROM LEXINGTON COUNTY SC Court of Appeals
Common Pleas Court

Honorable Judge Allison Lee, Presiding Judge

Appellate Case No. 2018-002157

Case No. 2016-CP-32-01385

PETITION FOR REHEARING

Richie D. Barnes.....Respondent

v.

James Reese, ...Appellant

PETITION FOR REHEARING

Pursuant to Rule 221 of the South Carolina Rules of Appellant Procedure, appellant, James Reese, petitions this Court for a rehearing in the above-entitled matter after an unpublished opinion, dated June 1, 2022, which affirmed the jury's verdict in favor of Richie D. Barnes and award of actual and punitive damages. Appellant, James Reese, hereby respectfully request this court move to grant this petition for rehearing and consider his case with merits briefing and oral argument.

INTRODUCTION

This Court issued its Opinion on June 1, 2022, which affirmed the jury's verdict in favor of Richie D. Barnes and award of actual and punitive damages. The court concluded that the Appellant, James Reese had argued on appeal, argued (1) the magistrate court had jurisdiction over matters regarding the sale of property, (2) Barnes's evidence of a "blank lease" could not be considered substantial evidence in proving the facts of his claim, (3) the lease was improperly notarized, (4) an expert witness testified his signature did not match the signature on the lease, (5) the evidence showed he and Barnes entered into an agreement to sell the property, (6) Barnes testified inconsistently about a mortgage on the property and intended to defraud him, (7) the testimony regarding the damage to the property was inconsistent and showed the witnesses were trying to perjure themselves, and (8) the jury returned a verdict while "under the conditions of confusion and incompetent evidence."

The court affirmed the Circuit Court's jury verdict in favor of Richie D. Barnes and awarded of actual and punitive damage ruling as follows:

1. As to issue one, the court held Reese's argument regarding the magistrate court's jurisdiction is not properly before this court; rather, he should have appealed the magistrate's dismissal of the

previous action. See *Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("An unappealed ruling is the law of the case and requires affirmance.").

2. As to issues two, three, four, five, six, and seven, the held Reese's arguments are not preserved for review because he did not properly raise them to the trial court. The court cited *Doe v. Doe*, 370 S.C. 206, 212, 634 S.E.2d 51, 54 (Ct. App. 2006) ("To preserve an issue for appellate review, the issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial court."); see also *Peay v. Ross*, 292 S.C. 535, 537, 357 S.E.2d 482, 483 (Ct. App. 1987) ("[A]n objection to the sufficiency of the evidence cannot be raised for the first time in a motion for a new trial; a motion for a directed verdict is a prerequisite to a motion for a new trial on the ground that the evidence does not support the verdict."). To the extent Reese asserts his arguments are properly before the court, the held the appellant, James Reese failed to provide a sufficient record for review because he only provided a partial trial transcript. The Court cited *Schultze v. Schultze*, 403 S.C. 1, 8, 741 S.E.2d 593, 597 (Ct. App. 2013) ("For [an appellate] court to evaluate the merits of a disputed issue, the appellant must provide the court with a sufficient record pertaining to that issue; otherwise, there is nothing for [an appellate] court to review.").

3. As to issue eight, the held Reese's argument regarding the jury's purported confusion is not preserved for review because he did not object to the sufficiency of the trial court's purported solution or after the trial court's answer to the jury's question. 1 See *Doe*, 370 S.C. at 212, 634 S.E.2d at 54 ("To preserve an issue for 1 To the extent Reese argues Barnes's closing argument did not align with the evidence and the South Carolina Landlord Tenant Act did not apply, the court held these arguments are not preserved for review because the record does not show they were timely raised to and ruled upon by the trial court. See *Doe*, 370 S.C. at 212, 634 S.E.2d at

54 ("To preserve an issue for appellate review, the issue cannot be appellate review, the issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial court.").

REASONS FOR GRANTING THE PETITION

The above-cited ruling should be reheard by this honorable court because as the rule requires, appellant, James Reese shall state with particularity the points that have been overlooked and/or misapprehended by the court. The appellant, James Reese is prepared to do so. First and foremost was the court's ruling on the first issue raised by the appellant, James Reese? The court incorrectly ruled that the appellant, James Reese, argued that (1) the magistrate court had jurisdiction over matters regarding the sale of the property. It is understandable that the court would have interpreted that to be the appellant, James Reese's argument because of the pro se representative, James Reese's typo error. The pro se representative, appellant, James Reese intended to say that the magistrate court had jurisdiction over matters regarding landlord-tenant law which this is clearly not. Page 10 of the Record on Appeal and page 46 of the transcript reveal the Respondent's attorney restating the ruling of the magistrate court and acknowledging he agreed with the magistrate judge's ruling. That negates any argument that this was a land-lord tenant matter, otherwise, the case would have been heard before the Irmo magistrate, the Honorable Rebecca Adams.

Despite the typo error, the appellant, James Reese, clearly expressed his position that the magistrate judge's ruling was correct and that the matter should not be before the magistrate court because it was a matter involving a sale of property. The magistrate's ruling solidifies that this was not a landlord-tenant matter and the trial court made a mistake in granting punitive damages.

The appellant, James Reese, understands that there are four basic requirements for error preservation: 1) the issue must be raised and ruled upon by the trial court; 2) the issue must be raised by the appellant; 3) the issue must be raised in a timely manner, and 4) the issue must be raised with specificity and was documented and proven to have been done. (Copies are attached) Jean Hoefer Toal, Shahin Vafai & Robert A. Muckenfuss, *Appellate Practice in South Carolina, Second Edition*, 57-68 (South Carolina Bar-CLE Division, 2002).

The appellant, James Reese, request this rehearing because the appellant properly preserved the issues for appeal. As to issues two, three, four, five, six, and seven, all of these issues were raised and dealt with during trial court proceedings. Because the official transcript contained approximately seven hundred (700) pages, Rule 267 of the South Carolina Rules of Appellant procedure limit the record on appeal to no more the 250 sheets. Appellant was forced to condense over seven hundred (700) pages into a sizable number. Many pagers of relevant and valuable information were not submitted. Regardless, the pro se appellant, James Reese submitted transcript pages that covered every issue raised on appeal. The entire transcript was submitted but was returned from the Court of Appeals because the rule limits the number of pages that can be submitted. (Rule 267 of the South Carolina Rules of Appellant procedure) Issue (2), Barnes's evidence of a "blank lease" could not be considered substantial evidence in proving the facts of his claim, was raised by the pro se appellant, James Reese.

ARGUMENT

The above-cited ruling should be reheard by this honorable court because as the rule requires, appellant, James Reese shall state with particularity the points that have been overlooked and/or misapprehended by the court. The appellant, James Reese is prepared to do so. First and foremost was the court's ruling on the first issue raised by the appellant, James Reese? The court

incorrectly ruled that the appellant, James Reese, argued that (1) the magistrate court had jurisdiction over matters regarding the sale of the property. It is understandable that the court would have interpreted that to be the appellant, James Reese's argument because of the pro se representative, James Reese's typo error. The appellant, James Reese, made a typo due to impaired vision. The pro se, appellant, James Reese intended to say that the magistrate court had jurisdiction over matters regarding landlord-tenant law which this is clearly proven not to be. Pages 10 of the Record on Appeal and page 46 of the transcript reveal the Respondent's attorney, Mr. Leonard Jordan, restating the ruling of the magistrate court and in the circuit, court proceeding Mr. Barnes and his attorney; Mr. Jordon acknowledged that both he and Mr. Barnes agreed with the magistrate judge's ruling. That admission by Mr. Barnes and his attorney, Mr. Jordon negates any argument that this was a land-lord tenant matter; otherwise, the case would have been heard before the Irmo magistrate, the Honorable Rebecca Adams, who referred this matter to a higher court.

The court further misunderstood the pro se representative, James Reese's argument in the ruling as to 2. As to issues two, three, four, five, six, and seven, the court held Reese's arguments are not preserved for review because he did not properly raise them to the trial court. See *Doe v. Doe*, 370 S.C. 206, 212, 634 S.E.2d 51, 54 (Ct. App. 2006) ("To preserve an issue for appellate review, the issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial court."); see also *Peay v. Ross*, 292 S.C. 535, 537, 357 S.E.2d 482, 483 (Ct. App. 1987) ("[A]n objection to the sufficiency of the evidence cannot be raised for the first time in a motion for a new trial; a motion for a directed verdict is a prerequisite to a motion for a new trial on the ground that the evidence does not support the verdict."). To the extent Reese asserts his arguments are properly before the court, the court held he failed to provide a sufficient

record for review because he only provided a partial trial transcript. See *Schultze v. Schultze*, 403 S.C. 1, 8, 741 S.E.2d 593, 597 (Ct. App. 2013) ("For [an appellate] court to evaluate the merits of a disputed issue, the appellant must provide the court with a sufficient record pertaining to that issue; otherwise, there is nothing for [an appellate] court to review.").

The appellant, James Reese, understands that there are four basic requirements for error preservation: 1) the issue must be raised and ruled upon by the trial court; 2) the issue must be raised by the appellant; 3) the issue must be raised in a timely manner; and 4) the issue must be raised with specificity. Jean Hoefer Toal, Shahin Vafai & Robert A. Muckenfuss, *Appellate Practice in South Carolina, Second Edition*, 57-68 (South Carolina Bar-CLE Division, 2002).

The appellant, James Reese, requests this rehearing because these issues were raised at the trial court, appellant court and magistrate court. The appellant properly preserved the issues for appeal. The appellant is prepared to show that these issues were raised and documents presented at the trial court. As to issues two, three, four, five, six, and seven, all of these issues were raised and dealt with during trial court proceedings and documented at that time.

Regardless, the pro se appellant, James Reese submitted transcript pages that covered every issue raised on appeal. The entire transcript was submitted but was returned from the Court of Appeals because the rule limits the number of pages that can be submitted. (Rule 267 of the South Carolina Rules of Appellant procedure).

As to (2) Barnes's evidence of a "blank lease" could not be considered substantial evidence in proving the facts of his claim, the respondent, Mr. Barnes, on cross-examination by the pro se represented appellant, James Reese admitted that the lease he submitted into evidence

was blank with no signature. Page 13 of the Record on Appeal and page 348 of the transcript (See Exhibit "A" attached)

As to issue (3), that the lease was improperly notarized, the court held Reese's arguments are not preserved for review because he did not properly raise the issue to the trial court. As was the case of issue 2 and issues (4), (5) (6), and (7), the issues were raised at the trial court.

A blank lease was presented to the court three (3) times. The Respondent, Richard Barnes, presented a proven fraudulent lease to the circuit court with the proven fraudulent signature of the appellant, James Reese. The signature that said James Reese on the lease presented to the trial court was proven to be fraudulent. The blank lease was proven to be fraudulently by an expert witness, Emily J. Will who is a forensic handwriting expert, with thirty-one (31) plus years of experience and was the president of the U. S. forensic handwriting analysis association. She does state, federal, national, and international forensic cases. She also teaches at numerous prestigious colleges and has written numerous books. Mr. Barnes's attorney, Leonard Jordon agreed that this was not Mr. Reese's signature on the proven fraudulent lease that was presented to the court. Mr. Barnes's attorney, Leonard Jordan, also stated in court, which is on the stenographer report that a sixth grader could see that the proven fraudulent lease did not contain Mr. Reese's authentic signature. Line 23-25 of Transcript (See Exhibit "B" Attached)

In addition to that Mr. Barnes also testified that he never saw Mr. Reese sign the fraudulent lease because Mr. Barnes was in the restroom when the signature was supposed to have been signed. All of these items were raised, presented, and questioned at the Circuit court as well as the

appellant court. Line-11 Page 19 of Record on Appeal, Page 357 of transcript. (See Exhibit "C" Attached) Also Line 6-19, Page 656 of Transcript (See Exhibit "D" Attached)

There has never ever been a lease option presented to all the courts, *signed or unsigned*, that Mr. Jordon keeps alluding to. Furthermore, the notary, who Mr. Jordon tried to lead on the witness stand on examination by asking her "do you remember when we first only had the blank lease and somehow you came up with the signed lease." The Notary, Mrs. Williams, Mr. Barnes's ex-wife replied under oath contained in the stenographer's report, said, when asked; "Who me, why would I have a lease. I never had the lease." Upon cross-examination of the Notary, Ms. Williams, Mr. Barnes's ex-wife, was presented with a copy of the fraudulent lease and she was asked on cross-examination by Mr. Reese what date and time you notarized this document. She stated; "This document does not contain a date and time." She further stated "I have never ever signed a document without attesting to the date and time witnessing signatures of the signees and this does not have a date and time," This testimony, of which is contained in the stenographer's report, is further evidence of the proven frivolous and false allegations and lawsuits brought against Mr. James Reese, that confused the jury. Line 13-25 Pages 22 of Record on Appeal, Page 77 of Transcript. (See Exhibit "E" Attached)

As to issue (4) an expert witness, Emily J. Will, who is the president of the U. S. forensic handwriting analysis association, testified in person that the appellant, Mr. James Reese's name on the proven fraudulent lease was not authentic. The signatures did not match the signature on the proven fraudulent lease that was proven not to be Mr. Reese's signature. The issue was preserved for review before this honorable court because the issue was properly raised and presented before the trial court as well as presented to this competent court as reflected by the

transcript. Line 11-22 Pages 26 of Record on Appeal, Page 457 of Transcript. (See Exhibit "D" Attached)

During her testimony, Mr. Barnes's attorney, Leonard Jordon agreed with the handwriting expert, Emily J. Will, that this was not Mr. Reese's signature and that a fifth grader and a kindergartener could see that this was not Mr. Reese's signature. It was also proven on the fraudulent lease that was presented to the court that the expert witness, Emily J. Williams, proved 15 ways and testified in court that the signature on the fraudulent lease was not the signature of James Reese. Make note that Emily J. Will was the president of the U. S. forensic handwriting analysis association. She has been an expert witness in over one thousand (1,000) state and federal court cases all over the United States and abroad as well as have written many books on this subject. In court Mr. Barnes's attorney, Leonard Jordon stated in court and agreed with the expert witness, Emily J. Will that the signature on the proven fraudulent lease was a fraud and not authentic which is on the transcript.

As to issue (5), the evidence showed the appellant, James Reese, and Barnes entered into an agreement to sell the property. The respondent, Mr. Barnes was clearly asked if this was a rental agreement or a lease and he clearly stated under oath that this was a mortgage. In addition to that, the originally signed mortgage was presented to the court with both Barnes and Reese's proven wet signature on the mortgage note. The respondent, Mr. Barnes admitted under oath that he had sold the appellant, James Reese, the house the Respondent had contracted to sell to Mr. Reese. The respondent, Mr. Barnes specifically said: "Before I sold you the house I contacted, at that time it was City Financial and I said I wanted to sell this property." Line 2-7 Page 40 of the Record on Appeal and Page 264 of the transcript. (See Exhibit "E" Attached)

As to (6) Barnes testified inconsistently about a lease or rental agreement and finally agreed after presenting the blank lease, then the fraudulent lease on the property which proves he intended to defraud the appellant James Reese and these competent courts. The record (transcript) clearly reflects that there was proven inconsistent testimony under oath by the respondent, Mr. Barnes was presented to this court, the magistrate's court and the appellant court. Initially when questioned by the pro se represented appellant, James Reese, the respondent, Mr. Barnes said he did not mortgage the property on 41 Canterbury Court for \$30,500.00, never. The pro se represented appellant, James Reese then presented to the 11th court the original mortgage agreement stamped and recorded from Judge Allison Lee's file in court and presented and read to the judge. This document was verified by the judge that it was an original stamped dated and recorded original to which the respondent, Mr. Barnes denied existed into evidence. Line 17-24 Page 39 of the Record on Appeal and Page 264 of the transcript. (See Exhibit "F" Attached)

As to (7) the testimony regarding the damage to the property was inconsistent and showed the witnesses were proven to perjure themselves and there were no damages. According to verbal and written testimony, by the Respondent, Mr. Barnes's contractor, (George Glymph), these were not damages but requested upgrades from Respondent, Mr. Barnes. This testimony is included in the Record on Appeal and the Final Brief. Line 6 through 20, Page 42 of the Record on Appeal, Line 6 through 20 Pages 42 of the Amended Record on Appeal, and Page 413 of the Transcript. Transcript page included as exhibit "G". *The Respondent's contractor, Mr. Glymph, on cross-examination when asked by the Appellant, James Reese, in your professional opinion is this was an upgrade? Mr. Glymph specifically replied: "Yes, It's and upgrades." Line 8-9, Page*

42 of the Record on Appeal, Line 8-9, Page 42 of the Amended Record on Appeal and Page 413 of the Transcript. (See Exhibit "G" Attached)

Despite the proven and documented frivolous and fraudulent evidence on which the respondent's claims depend, which has now been proven to be insufficient, on or about November 7, 2018, out of documented proven confusion, the jury rendered a verdict and final decision, proven to be erroneous, awarding damages to the respondent, Mr. Barnes. The awarding of damages was inconsistent with the proven fraudulent and frivolous evidence and fraudulent and frivolous documents presented to the court. These claims by the Respondent were proven and verified on testimony that they were frivolous and fraudulent by the respondent, Mr. Barnes's own testimony as well as his witnesses. This proven frivolous and fraudulent document did not apply to a mortgage. This has been proven to be a sale of property at all three levels of court. These proven frivolous and fraudulent allegations presented by the Respondent were documented and proven to be frivolous and fraudulent allegations by the Appellant at the magistrate court, the 11th circuit court, the transcript the record on appeal as well as the Final Brief.

Specifically, the "Contractor's Repair Estimate" and the "Summary of Actual Damages" were not repairs or damages, but upgrades to the Respondent's property to which the appellant, James Reese never authorized. These were upgrades requested by the respondent. In reality, those invoices were unjust enrichment for the Respondent. To be proven true by testimony, this competent court should reject these reported fraudulent claims of damages as acknowledged by the contractor's testimony under oath stating that these **were "upgrades and not damages."** He also stated under oath in the stenographer's report that upgrades were requested by Mr. Barnes, (The Respondent), himself. Due to the fact that the Respondent's Attorney, Leonard Jordon, Jr.,

intentionally presented to the court in his final brief, proven false information such as presenting an unsigned report of damages which the contractor himself stated under oath that these were requested upgrades and not damages. The page numbers of these testimonies are in the final brief. Line 12-18 Pages 390 of Transcript. (See Exhibit "H" Attached) and Line 5-25, Page 413 of Transcript. (See Exhibit "J" Attached)

As to issue (8) eight, we hold Reese's argument regarding the jury's purported confusion is not preserved for review because he did not object to the sufficiency of the trial court's purported solution or after the trial court's answer to the jury's question, the record (transcript) reflects that the appellant, James Reese, the question before the court as to the judge's solution to the jury's confusion. The appellant, James Reese was told by the trial court judge to seek relief on Appeal.

The confusion of the jury is well documented in the Record on Appeal. After several hours of deliberation the trial court judge stated to the court and specifically to the respondent, Mr. Barnes' attorney, Leonard Jordon that they didn't know whether they were asking her the generic terms of plaintiff and defendant or whether they wanted to know who the defendant in the counterclaim is. Line 14, 15, and 16 Page 65 of the Record on appeal and page 694 of the transcript. (See Exhibit "J" Attached)

Overwhelmingly, that shows a confused jury. After several hours of deliberation, the trial judge made no attempt to clarify this confusion and the trial judge's dereliction of judicial responsibility led to this gross miscarriage of justice. The trial court's verdict should be overturned in order to help restore faith and confidence in the judicial system. Equity does justice by the whole, not by half.

Similarly, Mr. Reese's argument that Mr. Jordon's closing argument did not align with the evidence and the South Carolina Landlord Tenant Act did not apply, was preserved for review because the record does show Mr. Reese timely raised the issue to the trial court. The fact that the case was heard before the circuit court itself states that the South Carolina Landlord Tenant Act did not apply. By accepting this case in the circuit court, the trial court acknowledged that The South Carolina Landlord Tenant Act did not apply.

On or about April 11, 2016, Chief Magistrate Judge Rebecca Adams in 'Lexington County, Irmo Magistrate Court made the decision that this court (the magistrate court) did not have personal or subject matter jurisdiction due to the matter being a sale of property, whereby the state of South Carolina landlord/tenant code does not apply and suggested that matter to be removed to a Master in Equity or the Common Pleas Court on the basis that the *substantial evidence* of receipts written out by respondent and entered into the court's record by the appellant was sufficient grounds of a mortgage and issued a dismissal. The decision of the magistrate itself is judicial notice that the case did not involve a landlord-tenant issue. The only way monetary penalties and punitive damages would apply in this case as if the landlord-tenant act was applicable, which it was proven by overwhelming evidence presented in this case not to apply. Keep in mind that he only provided a blank lease for three (3) years of this case which was proven to be fraudulent.

CONCLUSION

The jury verdict itself should be disturbed and overturned due to the fact that overwhelming documented evidence which was presented to the magistrate court, the circuit court as well as this competent appellant court, is clearly supported by the fact that the Respondent's attorney, **Mr. Jordon, himself**, in closing arguments stated: "that a six grader can see that this is not Mr. Reese signature," on the proven fraudulent lease" and it is not Mr.

Reese's signature. This is also in addition to the expert forensic handwriting analysis by Emily J. Will, President of the United States Handwriting Forensic Experts Association. She proved 15 ways under oath that this is not the signature, of James Reese, on the proven fraudulent lease. Mr. Jordon also agreed with her and said her further testimony was no longer needed.

Most importantly, Mr. Barnes himself, the respondent also stated under oath and recorded on the transcript that he was not present when the proven fraudulent lease was signed and he never saw James Reese, the appellant, sign the proven fraudulent lease because he was in the rest room. How can you have a valid contract when you are not present when the contract is signed? All this information is supported by the record.

Furthermore, the jury verdict should be disturbed and overturned due to the fact that the overwhelming evidence is clearly supported by the fact that **Mr. Jordon, himself**, in closing arguments, which is included in the transcript, stated: "that a six grader can see that this is not Mr. Reese's signature," on the proven fraudulent lease" and it is not Mr. Reese's signature. (See Exhibit "K" Attached).

Mr. Jordon alluded also that there was supposedly a lease option somewhere, which has never been presented to any court on any level ever. That is because not any of these leases ever existed ever. Only the contract to sell and purchase admittedly signed by Mr. Barnes and Mr. Reese under oath are the only contracts between the respondent and the appellant, supported by Barnes's handwritten receipts and exhibits. Which was presented to all three courts: the magistrate court, the circuit court as well as this honorable court of appeals? The only way monetary penalties and punitive damages would apply in this case

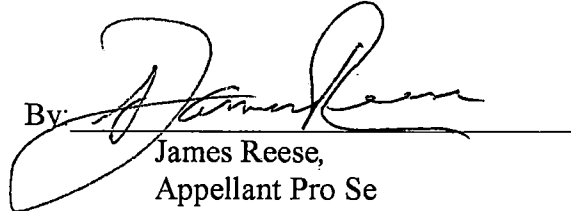
was if the landlord-tenant act was applicable, which it was proven by overwhelming evidence presented in this case not to apply because it was clearly proven to be a contract of sale.

In closing at the end of the trial, after three (3) days and approximately six hours of deliberation, the jury came back and asked the honorable Judge, Allison J. Lee, who is the plaintiff and who is the defendant, which further proves that the jury was clearly confused and they were unable to make a sound decision. This verdict was based on a lease that has clearly been proven and documented not to be a lease but a contract of sale which is and has been presented to all three courts. Judge Allison Lee said they were confused as to who was who. The jury of 12 that decided the verdict was none of the six of the approximately 40 people in the jury pool that were picked by the appellant, James Reese, none not one. When the appellant, James Reese objected and asked the judge where all the six jurors he picked, Judge Allison Lee, stated she decided to have a computer pick the jurors, but none of the jurors was the appellant, James Reese picked. In addition to that, the appellant, James Reese was not present when the computer picked the jurors. The judge did not give an explanation as to why she decided to do a computer pick after the appellant and the respondent's attorney picked the twelve jurors. The appellant, Mr. James Reese was denied his constitutional right to a jury of his peers.

The trial court proceeding in the eleventh circuit involved almost every possible ground for a mistrial. The trial court judge in the interest of justice should have declared a mistrial. It is now up to this competent court to correct the injustice done at the trial court level. So Mot Be.

What is requested by the appellant, Mr. James Reese, to have this proven frivolous lawsuit dismissed and/or have the Respondent, Mr. Barnes return all of the Appellant documented monies invested in the purchase of this property received by the respondent, Mr. Barnes verified in his own handwriting with receipts that state mortgage with a declining balance

which is documented paid ahead which has been presented to all three courts. Copies of receipt with declining balance states mortgage with Barnes own handwriting is included in the Record on Appeal. Reinstatement Exhibit Attached. Included in the Record on Appeal.

By: 
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Appellant Pro Se
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July 20, 2022
Columbia, South Carolina

1 presented to the Court?

2 THE COURT: You can look through the file and see if
3 it's here.

4 MR. REESE: This is not a blank lease. It's filled
5 in.

6 THE COURT: Don't go away with that file. You need
7 to look at it over this way.

8 BY MR. REESE:

9 Q. Mr. Barnes, tell the Court what this document is an
10 what's written on it?

11 A. Nothing.

12 Q. What does the document say?

13 A. Lease with purchase option.

14 Q. Flip to the next page, Mr. Barnes.

15 A. (Witness complies.)

16 Q. What does it say?

17 A. Blank.

18 Q. Turn to the next page, sir.

19 A. Blank.

20 Q. Turn to the next page, sir.

21 A. James Reese.

22 Q. Where is that? That's not part of the lease, sir.

23 A. I'm just doing what you said.

24 MR. REESE: Okay. Thank you very much. I would
25 like to establish to the Court for the record that it did

Exhibit "B"
Jordan Closing 5th grade 643

1 But also, if you look closely at the agreement, the
2 only thing it provides is \$70,000.00, zero interest, 144
3 payments. That's it. It doesn't say \$486.11 payment.
4 But it also, and this is important, does not say anything
5 about him having possession of the property. It was not
6 a lease arrangement. I'm talking about Mr. Reese's
7 agreement. It was not a lease arrangement. It was an
8 agreement to sell the property for a established price.
9 That's all it was.

10 Now, the fact that it kind of coincided with Mr.
11 Barnes willingness to sell the property for that, that's
12 really the only thing that gives it any kind of, I want
13 to say validity, but that's not even the right word to
14 use. You know, it was just never valid. Mr. Barnes, of
15 course, has stated that he never signed it. He never saw
16 the agreement is his possession.

17 Now, the lease, the residential lease and it's
18 signed up and notarized, Mr. Barnes clearly signed it,
19 it's his agreement, his handwriting is all over it, but
20 the defendant Mr. Reese claims that he didn't sign it and
21 I totally agree that he didn't sign it. Anybody looking
22 at that document will see that he didn't sign that
23 document. I don't know why he went through the expense
24 of having a handwriting expert because anybody, a sixth
25 grader could have determined that. So a sixth grader

1 you supposed to have a witness which this document never
2 had a witness and that seal on the original copy that I
3 had that was sent to me from Mr. Barnes, that seal wasn't
4 even on there at that time. It was put on there after
5 the fact.

6 To further convince you that this document is
7 illegal and not mine, he said a sixth grader can
8 determine that's not my signature and I didn't have to
9 get a notary, I mean a handwriting forensic expert to
10 come here, to fly here from out of town, somebody I
11 didn't even know who almost didn't make it because I was
12 under the assumption that my document that I introduced
13 to the Court would be acceptable, but by the grace of
14 God, by the grace of God she flew in here on angel wings
15 to testify on my behalf to further state as Mr. Jordan
16 has now concluded that that is not my signature and a
17 sixth grader could tell it. Y'all can tell it, too, when
18 you look at my signature even before a handwriting
19 analysis. I had to do that because Mr. Barnes and Mr.
20 Jordan collectively was still trying to say they the one
21 that introduced this document. He introduced it after he
22 got an affidavit from my son.

23 The key factor is, if Mr. Barnes didn't see me sign
24 this contract and he didn't see his wife notarize my
25 signature because he was the bathroom, whatever lies they

1 MR. REESE: Your Honor, the point that I was trying
2 to make is it was established before she testified.

3 THE COURT: No. I don't believe that that's what
4 the questions were and that's what the testimony was.
5 The jury heard it. Let's move on to something else
6 because you should be about finished with this witness by
7 this time.

8 BY MR. REESE:

9 Q. Mr. Barnes, is there any other proof besides your
10 word and her word that she witnessed my signature?

11 A. Your son was there and the waitress was there but
12 like I said, I saw her look at your ID itself. I never said I
13 saw you sign it because I went to the restroom, I think, and I
14 came back and why would I think something was untoward when I
15 thought the way we supposed to do it is wait for her to get
16 there and her to - to wait for me to do it. I had already
17 signed and went to the restroom. I came back. Why would you
18 sit up there and pretend to - to - to - to - to - to write
19 your name or whatever? That would behoove me. We agreed. We
20 came to a consensus. Everything was agreed upon. I went,
21 came back, she was there. She said is this you? You gave her
22 your ID, she stamped it, she left.

23 Q. Mr. Barnes --

24 A. Now, if I would have told her to scrutinize it if I
25 thought you was shady like that then, that's a whole different

1 by Mr. Jordan who he said a sixth grader can determine
2 that this is not my signature on this lease. He also
3 said that he had an affidavit that look like it was my
4 son signature. Now, after four years, five years he has
5 accused me of signing this lease.

6 Mr. Barnes had his wife to come in here to testify
7 under oath that it was my signature and she saw me sign
8 it. I never saw that lady a day in my life and I stake
9 that on my grandkids' life as well my own with the Bible
10 in my hand and God be my witness, I never saw that lady a
11 day in my life until I saw her back there. That's why
12 she couldn't describe my son and that's why she couldn't
13 say that she didn't recognize me again until today
14 because it's been so long.

15 In addition to that, Mr. Barnes in his own testimony
16 and words said he did not see me sign this document
17 finally. He also said he went to the restroom after he
18 signed his own signature on it and then his wife
19 supposedly who never was anywhere notarized it. How can
20 she notarize being a licensed notary to take a oath sign
21 a document out of the presence of the witness? He said
22 it. I was in the bathroom when she signed it. He said,
23 Mr. Reese, I didn't see Mr. Reese sign it. I only saw
24 his driver's license in his hands before I went to the
25 restroom so that mean that notary sign illegally because

1 were we doing?

2 A. We were, uhm, watching you sign an agreement for a
3 lease.

4 Q. Who is "we"?

5 A. It myself and Richie and yourself.

6 Q. So you are alleging that this is your signature on
7 this document?

8 A. You will have to let me see it.

9 MR. REESE: May I approach, Your Honor?

10 THE COURT: Yes.

11 BY MR. REESE:

12 Q. (Proffering.)

13 A. Where would the signature be? Oh, yeah. Here on
14 the bottom. That's my signature.

15 Q. When did you do this, Ms. Williams?

16 A. I'm not sure. There's not a date on here.

17 Q. Would you sign a document without a date?

18 A. No. I would not sign a document without a date. It
19 would have to have the entire seal for a notary to sign. It
20 has to have one sworn to this day, such and such, blah, blah,
21 blah, and that's not here.

22 Q. Okay. Is it common practice for you to notarize a
23 signature without a witness? Is that law?

24 A. I have notarized several documents without a witness
25 other than the witness, me witnessing the individual signing

1 20 years off from when the question signature is, then you
 2 have to go back to the submitter and get the right material.
 3 Once you have accomplished all of that, you look at the known
 4 signatures and look at the grouping detail to see what are the
 5 features of the known signatures and you look at the question
 6 signature to see what are the features of the question
 7 signature or signatures. Then you compare the features and
 8 determine whether the same features appear in both the group
 9 of knowns and the group of question, or if it's different
 10 features or if it's some differences and some similarities.

11 Then you go on to an analysis phase where you figure
 12 out if there are differences. Are they different because two
 13 different people wrote it or are they different because the
 14 person has a medical condition or was writing in some unusual
 15 circumstance or was trying to disguise his or her writing or
 16 if it could be just a really good simulation, and if the
 17 features are the same in the known and the question, you try
 18 to figure out if it's because it's the same writer or because
 19 it could be coincidence or because someone did a really good
 20 job of simulating someone else's writing. Once you have all
 21 of that worked out, you reach an opinion and attach a degree
 22 of confidence to the opinion.

23 Q. Ms. Will, I'm gonna present to you a copy of a
 24 residential lease which has my name on it and in your
 25 professional opinion on the residential lease presented to you

1 now that's unpaid and which --

2 A. Before I sold you the house I contacted, at the time
3 it was City Financial and I said I wanted to sell this
4 property. I need permission to sell this property because
5 it's tied into my mortgage with the other property and I'm not
6 selling the other property. I just want to sell this. I had
7 to get permission from City Financial. They said, well,
8 Richie, if you give us \$70,000.00, we can go ahead and give
9 you a clear title and, uhm, and - and take this and we'll give
10 you clear deed and title and you can take this off the
11 mortgage and just have the 524 Rock Haven which I was inclined
12 to believe since you said because I was selling it for 93, you
13 said 70. I said, hey, you want 70, hey, I'll take 70, but you
14 didn't even give me 70 because you balked. You defaulted.

15 Q. Are you telling the Court how much --

16 A. But you defaulted. So even - even - even if my
17 property at the time was worth \$25.00, you offered \$70,000.00.
18 It's my property. I could have charged you five hundred
19 million dollars. If you wanted to buy it, you bought it.
20 It's my property. I can sell it for how much I want. You
21 chose 70. I didn't even argue. I didn't say let's go half of
22 that. I say from 93, I took off 23,000 and gave it to you for
23 70. And all you had to do was -- You said, I don't have the
24 money but let me pay on it. I said for two years. You said
25 give me three.

1 the date is on it (proffering.)

2 A. It's a lien.

3 Q. For what? What does it say it is? Does it say
4 mortgage?

5 A. It's a lien.

6 Q. Does it say mortgage?

7 A. A lien against my mortgage.

8 Q. It's a lien against your mortgage for how much? You
9 said it's a lien. Did you get money --

10 THE COURT: One moment. You asked him a question.

11 MR. REESE: Okay.

12 BY THE WITNESS:

13 A. \$189,800.0.

14 BY MR. REESE:

15 Q. Okay. Can I have the document?

16 A. (Proffering.)

17 Q. Okay. Mr. Barnes, did you not mortgage the property
18 on 41 Canterbury for \$30,500.00 for a small business loan?

19 A. No, sir.

20 Q. Never?

21 A. Never.

22 Q. Mr. Barnes, on your --

23 MR. REESE: I want to enter into evidence, Your
24 Honor, that he did get a mortgage for \$30,500.00.

25 BY MR. REESE:

1 Contractor's cost and economical cost.

2 Q. Is granite counter tops a standard item, economical
3 when you got formica in there?

4 A. Now we getting ready to -- Now, to answer that
5 question, some people --

6 Q. This particular house?

7 A. What about it?

8 Q. Since it got formica counter tops in there --

9 A. What about them?

10 Q. -- is that standard or is the granite standard?

11 A. It's becoming standard.

12 Q. Or is it a upgrade.

13 A. It is an upgrade.

14 Q. Thank you very much. I wanted to established that
15 going from formica counter top to granite --

16 A. It's an upgrade.

17 Q. -- cabinets already in there established to be in
18 good condition we gonna replace.

19 A. I didn't say that. No. No. No. Don't put words
20 in my mouth. Don't do that.

21 Q. Okay. Well, will you put words in your mouth and
22 tell us the condition of the cabinets that you was afraid to
23 look at?

24 A. I just told you, I don't remember what those
25 cabinets looked like.

1 he wanted done to the house and that's what I did for him.

2 Q. So again, you're stating that you were asked to
3 write up an estimate on the things he wanted done to the
4 house?

5 A. To bring the house back up to living condition.

6 Q. Putting marble on the cabinets, granite on cabinets,
7 is that bringing it up to standards of that house that was
8 already there?

9 ~~A.~~ A. It's an upgrade.

10 Q. It is an upgrade in your professional opinion?

11 A. Yes. It's an upgrade..

12 Q. So far we have went through the whole house. Mr.
13 Glymph, you have presented to the Court an estimate of
14 approximately \$45,000.00.

15 A. Mm-hmm.

16 Q. On a house that only values at \$40,000.00. How in
17 the world can you come up with \$45,000.00 worth of damage when
18 you have thus so far, I haven't even seen \$4000.00 according
19 to the numbers that you gave us as we going through the whole
20 house?

21 A. There's several other items on here also. I don't
22 know the value of the house. That was not my job to do. I
23 didn't do an estimate on what the value of the house was. I
24 was just there to prepare an estimate and give it to the owner
25 and that's what I did. There are several other items I was

Exhibit J
Copy 2
Confused! Jury

Jury
confused
694

1

the defendant? It's signed by the foreperson. So I'm not sure exactly what he's asking but what I intend to indicate is that the counterclaim is filed by the defendant, Mr. Reese, and so he would - he would - and that's the name that I have. The counterclaim is filed by the defendant and then and so the defendant stands in the shoes - the defendant has the burden of proof. I'll put it that way. And then so the plaintiff, Mr. Barnes, does not have the burden of proof and leave it at that. Is that sufficient?

10

11

MR. JORDAN: Yes, ma'am. Sounds good to me.

12

MR. REESE: So what does that mean?

13

14

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THE COURT: I don't know whether they're asking me the generic terms of plaintiff and defendant or whether - and they want to know who's the defendant in the counterclaim. Or I think the way my verdict form says is that on the claim, on the counterclaim it says on the defendant's counterclaim for breach of contract with fraudulent act we the jury unanimously find for, and then it says defendant and then it says plaintiff. So I think maybe they're trying to figure out who is who. So if I say that the counterclaim was filed by the defendant James Reese that that would probably answer their question and that he has the burden of proof on the counterclaim.)

page 17

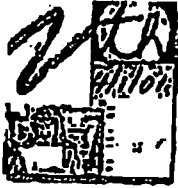
Exhibit '1c'

1 now that's unpaid and which --

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3 it was City Financial and I said I wanted to sell this
4 property. I need permission to sell this property because
5 it's tied into my mortgage with the other property and I'm not
6 selling the other property. I just want to sell this. I had
7 to get permission from City Financial. They said, well,
8 Richie, if you give us \$70,000.00, we can go ahead and give
9 you a clear title and, uhm, and - and take this and we'll give
10 you clear deed and title and you can take this off the
11 mortgage and just have the 524 Rock Haven which I was inclined
12 to believe since you said because I was selling it for 93, you
13 said 70. I said, hey, you want 70, hey, I'll take 70, but you
14 didn't even give me 70 because you balked. You defaulted.

15 Q. Are you telling the Court how much --

16 A. But you defaulted. So even - even - even if my
17 property at the time was worth \$25.00, you offered \$70,000.00.
18 It's my property. I could have charged you five hundred
19 million dollars. If you wanted to buy it, you bought it.
20 It's my property. I can sell it for how much I want. You
21 chose 70. I didn't even argue. I didn't say let's go half of
22 that. I say from 93, I took off 23,000 and gave it to you for
23 70. And all you had to do was -- You said, I don't have the
24 money but let me pay on it. I said for two years. You said
25 give me three.



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October 5, 2018

Mr. James Reese
153 Solomon Street
Columbia,
South Carolina 29203

Examination of Documents -

Materials: The following documents were submitted as having known or questioned signatures:

Doc. #	Original, Scan Copy, Fax	Type of Document	Date	Known or Questioned
K1	Scan	Joint Share Account Agreement	undated	Known signature of James Reese
K2	Scan	Check #2375	7/31/12	Known signature of James Reese
K3	Scan	Check #2194	8/23/12	Known signature of James Reese
K4	Scan	Check #2401	3/26/13	Known signature of James Reese
K5	Scan	Check #1647	6/22/13	Known signature of James Reese
K6	Scan	Check #1322	6/25/13	Known signature of James Reese
K7	Scan	Check #2063	7/15/13	Known signature of James Reese
K8	Scan	Check #1649	7/19/13	Known signature of James Reese
K9	Scan	Check #2376	8/13/13	Known signature of James Reese
K10	Scan	Check #2332	9/12/13	Known signature of James Reese
K11	Scan	Check #2452	1/27/14	Known signature of James Reese
K12	Scan	Check #2414	2/21/14	Known signature of James Reese
K13	Scan	Check #2460	4/11/14	Known signature of James Reese
K14	Scan	Check #2473	5/24/14	Known signature of James Reese
K15	Scan	Check #1837	7/31/14	Known signature of James Reese
K16	Scan	Check #1000	2/11/15	Known signature of James Reese

Doc. #	Original, Scan Copy, Fax	Type of Document	Date	Known or Questioned
K17	Scan	Check #2502	3/17/15	Known signature of James Reese
K18	Scan	Check #2392	4/17/15	Known signature of James Reese
K19	Scan	Check # 9016	4/30/15	Known signature of James Reese
K20	Scan	Check #2399	5/3/15	Known signature of James Reese
K21	Scan	Check #2398	6/3/15	Known signature of James Reese
K22	Scan	Check #2253	6/13/16	Known signature of James Reese
K23	Scan	Check #1267	2/21/18	Known signature of James Reese
K24	Scan	Check #5985	7/3/18	Known signature of James Reese
Q1	Scan	Residential Lease	3/9/13	Questioned signature, "James Reese"
Q2	Scan	Disclosure Information on Lead-Based Paint and/or Lead-Based Paint Hazards	3/9/13	Questioned signature, "James Reese"

Question: Did James Reese, known signer of documents K1-K24 listed above, sign the questioned documents, Q1 and Q2?

Propositions: For the purposes of this examination, there are two mutually exclusive propositions that must be explored for each questioned document:

1. The signature "James Reese" on questioned document Q1/Q2 was written by James Reese.
2. The signature "James Reese" on questioned document Q1/Q2 was written by someone other than James Reese.

Procedures: The original documents were examined with a stereo zoom microscope. The documents were also scanned at a high resolution. Enlargements of the signatures were examined and compared side-by-side on the computer monitor. Standard document examination methodology was followed.¹ Portions of the documents were extracted and arranged in a chart attached to this report as Illustration 1.

Assumptions: In any handwriting examination case, certain assumptions are made by the examiner. First, it is assumed that any non-original documents are accurate reproductions of original documents. If the original documents become available, this assumption can be verified. Second, it is assumed that the purported known signatures are indeed signatures of the individual named. The examiner does conduct an inter comparison of the known signatures to seek out any outliers or potentially incorrect signatures that need to be verified with the submitter.

Observations: The questioned signature, "James Reese," is a complex writing with sufficient handwriting movement to warrant a forensic examination. As compared to the known signatures of James Reese during the same time period, there are many significant differences. Some, but not necessarily all, of those differences are:

1. Entry stroke of the "J" - Mr. Reese begins the "J" with an inverted "v" shape that may or may not be connected to the top loop of the letter. This stroke does not appear in the questioned signatures.
2. Loops of the "J" - Mr. Reese forms top and bottom loops of the "J" that are wider than they are tall, but in the questioned signatures the loops of the "J" are taller than they are wide.
3. Connectivity - In the known signatures, the "J" and "R" are not connected to the lower case letters that follow, but rather their terminal strokes pass under, over, or through the lower case letters that follow. In the questioned signatures the "J" and "R" are connected to the lower case letters that follow.
4. Proportion - In the known signatures, the upper case letters are 3-4 times taller than the lower case letters, but in the questioned signatures they are not even twice as tall.
5. Structure of the "R" - In the questioned signatures the "R" begins with a humped entry stroke and there is a tall, narrow loop forming the left side of the letter. The known signatures begin either with a downstroke to begin the formation of the left side, or begin with formation of the top loop.
6. Spacing - The spacing between first and last names is wider in the questioned signatures than in the known signatures.

In the comparison of the known and questioned signatures, no significant or fundamental differences were observed. There were no indicators often associated with simulated writing, such as unusual hesitation, tremor, patching, or overwriting.

Discussion: To identify handwriting as that of an individual, there must be significant similarities in form and structure of the handwriting, and no unexplained significant differences. The questioned writing must be sufficient in amount and complexity and the number and type of similarities must accumulate to a level that precludes the likelihood of a chance match with another writer or successful simulation by another writer. It is appropriate to consider the universe of possible writers in evaluating the likelihood of a random match.

To exclude a writer as the author of a signature, there must be significant differences, and it must be possible to rule out the possibilities of disguise or unusual internal/external factors that could cause anomalous writing.

In some cases, there are limitations to an examination that require the examiner to state a qualified opinion. Such limitations include insufficient or incomparable known samples, poor quality of questioned or known writing, and lack of complexity in the questioned writing. In the case at hand the reproduction quality of the known and questioned documents was evaluated as a potentially limiting factor and was deemed sufficient to support the opinion expressed.

Opinion Scale: The opinion scale used is detailed in The Modular Forensic Handwriting Method.¹ Conclusions are intended to convey the degree of support provided by the observed evidence for one proposition versus another proposition. The levels available are:

- A. The evidence provides very strong support for proposition X over proposition Y.
- B. The evidence provides qualified support for proposition X over proposition Y.
- C. The evidence provided approximately equal support for propositions X and Y.
- D. The examination was inconclusive.

Conclusion: It is the examiner's opinion that the evidence provides very strong support for the proposition that the questioned signatures on documents Q1 and Q2 were written by someone other than James Reese over the proposition that the questioned signatures were written by James Reese.

A handwritten signature in cursive script, appearing to read "Emily J. Will".

Emily J. Will
Board Certified Document Examiner

1. Found, B. J. & Bird, C. (2016). The Modular Forensic Handwriting Method. Journal of Forensic Document Examination. Vol. 26, PP. 7-83

15501
 James Reese
 15502
 Q2 - 3/9/13
 1837
 James Reese
 K15 - 5/24/14
 1000
 James Reese
 K16 - 7/31/14
 2502
 James Reese
 K17 - 2/11/15
 2392
 James Reese
 K18 - 3/17/15
 2399
 James Reese
 K20 - 4/30/15
 2398
 James Reese
 K21 - 5/3/15
 2253
 James Reese
 K22 - 6/3/15
 1267
 James Reese
 K23 - 6/13/16
 5985
 James Reese
 K24 - 2/21/18

Illustration 1 - The second questioned signature is at the top left. The first
 questioned signature is at the top left of Page 1 of this Illustration. The known
 signatures are placed in chronological order across both pages. The handwriting

1 20 years off from when the question signature is, then you
2 have to go back to the submitter and get the right material.
3 Once you have accomplished all of that, you look at the known
4 signatures and look at the grouping detail to see what are the
5 features of the known signatures and you look at the question
6 signature to see what are the features of the question
7 signature or signatures. Then you compare the features and
8 determine whether the same features appear in both the group
9 of knowns and the group of question, or if it's different
10 features or if it's some differences and some similarities.

11 Then you go on to an analysis phase where you figure
12 out if there are differences. Are they different because two
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17 features are the same in the known and the question, you try
18 to figure out if it's because it's the same writer or because
19 it could be coincidence or because someone did a really good
20 job of simulating someone else's writing. Once you have all
21 of that worked out, you reach an opinion and attach a degree
22 of confidence to the opinion.

23 Q. Ms. Will, I'm gonna present to you a copy of a
24 residential lease which has my name on it and in your
25 professional opinion on the residential lease presented to you

1 connected from the S to the beginning of the R whereas in the
2 question signatures there is a definite gap between the first
3 name and the last name.

4 And then the next thing is the extension of the
5 final stroke of the J. When you look at the way Mr. Reese
6 signs his name, almost every time the end stroke of the J
7 comes way over and covers or interferes with the a-m-e-s part.
8 It's extended. And the R is extended under the lower case
9 letters of Reese. So the capital letters extend into the rest
10 of the name. That doesn't happen in the question signatures.

11 So for all of these reasons these are all
12 significant features and the cluster of differences is what
13 adds up to my opinion that the evidence strongly supports the
14 proposition that someone other than James Reese wrote the
15 question signatures.

16 Q. So in conclusion is it fair to say that that is not
17 my signature according to your expert opinion on the document
18 that you just described on the residential lease?

19 A. Well, that is essentially correct but in my field we
20 have gotten away from giving opinions that exactly someone did
21 it, someone didn't do it. We are now speaking more in terms
22 of what the evidence supports and the evidence definitely
23 supports the proposition that someone other than you did it
24 other than the proposition that you did it.

25 Q. Okay. I know I haven't asked you this question

1 (by Mr. Jordan who he said a sixth grader can determine
2 that this is not my signature on this lease. He also
3 said that he had an affidavit that look like it was my
4 son signature. Now, after four years, five years he has
5 accused me of signing this lease.

6 Mr. Barnes had his wife to come in here to testify
7 under oath that it was my signature and she saw me sign
8 it. I never saw that lady a day in my life and I stake
9 that on my grandkids' life as well my own with the Bible
10 in my hand and God be my witness, I never saw that lady a
11 day in my life until I saw her back there. That's why
12 she couldn't describe my son and that's why she couldn't
13 say that she didn't recognize me again until today
14 because it's been so long.

15 In addition to that, Mr. Barnes in his own testimony
16 and words said he did not see me sign this document
17 finally. He also said he went to the restroom after he
18 signed his own signature on it and then his wife
19 supposedly who never was anywhere notarized it. How can
20 she notarize being a licensed notary to take a oath sign
21 a document out of the presence of the witness? He said
22 it. I was in the bathroom when she signed it. He said,
23 Mr. Reese, I didn't see Mr. Reese sign it. I only saw
24 his driver's license in his hands before I went to the
25 restroom so that mean that notary sign illegally because

1 a break and we'll bring you back.

2 MR. REESE: How long is the break?

3 THE COURT: Probably five, ten minutes at the most.

4 (Whereupon, the jury entered the jury room at 10:35
5 a.m.)

6 (Short break.)

7 BAILIFF: All rise.

8 THE COURT: Please be seated. Is there anything we
9 need to take up before we continue?

10 MR. REESE: I don't have anything, Your Honor.

11 MR. JORDAN: Nothing, Your Honor.

12 THE COURT: Ask the jury to come in please.

13 (Whereupon, the jury entered the courtroom at 10:50
14 a.m.)

15 THE COURT: At this time we are ready to continue
16 with the defendant's case. You may call your first
17 witness.

18 MR. REESE: My next witness, Your Honor, will be Ms.
19 Emily J. Will, a handwriting forensic expert.

20 Thereupon,

21 EMILY J. WILL

22 after having been first duly sworn, testified as follows,

23 THE CLERK: Please have a seat. Once you're seated,
24 state your full name.

25 THE WITNESS: My name is Emily J. Will, W-i-l-l.

1 THE COURT: Thank you. Yes, sir.

2 DIRECT EXAMINATION

3 BY MR. REESE:

4 Q. Ms. Will, thank you for being here this morning. We
5 are not gonna keep you long. We're gonna move along.
6 Briefly, the first question I would like to ask you is have
7 you known me or seen me prior to today?

8 A. No, sir, other than talking on the phone.

9 Q. Is this the first time I have asked you to do an
10 analysis on my handwriting? Had you known me prior to that?

11 A. No, sir.

12 Q. Ms. Will, what is your occupation?

13 A. I'm a forensic document examiner.

14 Q. What exactly do you do as a questioning document
15 examiner?

16 A. I examine documents when there are questions about
17 the preparation of the documents, such things as the
18 handwriting, the materials of the document, the chronology of
19 a document, whether there's been alterations to the document.
20 That's the sort of thing that I examine.

21 Q. What kinds of questions would you like to be asked
22 about document?

23 A. The most typical question is whether a particular
24 individual signed the document. Sometimes it's about the text
25 of the document, perhaps in a anonymous note, who wrote the

1 anonymous note or it could be whether a document was printed
2 on an ink jet printer or a laser printer or it could be
3 whether there's amended writing on the document or whether I
4 can tell if a page has been substituted in a multi page
5 document.

6 Q. The document examination is your full-time
7 occupation?

8 A. Yes, sir.

9 Q. How long have you been a document examiner?

10 A. 31 years.

11 Q. Are you certified as a forensic document examiner?

12 A. Yes, sir. I hold two certifications.

13 Q. What was involved in these certification
14 processes?

15 A. Both required an extensive application that had to
16 be vetted. Both required testing of the basic knowledge and
17 skills and then a performance test where I had to work cases.
18 One of them required oral testimony as well in a mock trial.

19 Q. Are either of your certification board accredited by
20 the Forensic Specialties Accreditation Board?

21 A. Yes. My Board of Forensic Document Examiners
22 certification is accredited by the Forensic Specialties
23 Accreditation Board.

24 Q. Do you participate in any other special committees
25 in your field?

1 A. I do. I'm involved in professional organizations
2 such as the National Association of Document Examiners and the
3 Association of Forensic Document Examiners and I'm also just
4 finishing work on a special committee at the National
5 Institute of Science and Technology about human factors in
6 handwriting examination.

7 Q. What is your educational background?

8 A. I have an undergraduate and Master's Degree from
9 Syracuse University.

10 Q. Have you had specific training in the field of
11 document examination?

12 A. Yes. I have.

13 Q. Please describe that training.

14 A. I trained for a year and a half with a document
15 examiner from New York City as my mentor and during that time
16 I read the textbooks in the field, was tested, did
17 experiments, worked on some of his back cases and it was about
18 an 18 month program.

19 Q. Do you belong to any professional organizations?

20 A. I do.

21 Q. Can you describe or tell me about those
22 organizations you are a part of?

23 A. Yes. I kind of mentioned them briefly. The
24 National Association of Document Examiners and the Association
25 of Forensic Document Examiners are two organizations. They're

1 professional organizations that document examiners and people
2 in affiliated fields belong to. We have continuing education
3 seminars every year.

4 Q. Do you hold any positions on any boards of
5 examination?

6 A. I do.

7 Q. What is that, what are those positions, of that
8 position?

9 A. I'm past president of AFE and currently I'm the
10 vice-president of the Forensic Specialties Accreditation
11 Board.

12 Q. Do you have to have any special continuing education
13 in your field?

14 A. I do. In order to maintain my certifications each
15 requires between 50 and 60 points to be accumulated in a five
16 year period, every five year period and you earn these points
17 by going to seminars, making professional presentations, being
18 active in the field in various ways, writing articles and peer
19 review journals, things like that.

20 Q. As a document examiner do you have and use any
21 special equipment?

22 A. I do.

23 Q. Can you tell me about the equipment that you use?

24 A. Well, for a handwriting case it's, you use
25 microscopes if you can get original documents, otherwise you

1 use a scanner and in all cases we use a scanner and a
2 computer, some measurement tools and then there are other
3 tools such as micrometers for measuring paper thickness, video
4 spectral comparator for looking at differences in infrared and
5 ultraviolet when you're looking for alterations in documents
6 and electrostatic detection apparatus for looking at indented
7 writing on documents.

8 Q. Do you maintain a professional library?

9 A. I do.

10 Q. Can you explain that?

11 A. Well, there are surprisingly a lot of books in this
12 small field so I have probably about 50 books and there are a
13 lot of articles. I have a database of at least a thousand
14 articles related to various aspects of this profession.

15 Q. Have you ever been qualified to be a professional
16 teacher in this field?

17 A. Well, it's not exactly a matter of qualifying but I
18 have taught, prepared and taught a course.

19 Q. In what instances?

20 A. I was asked to prepare a one week adult education
21 course at a University in Quebec. There had to be 40 hours of
22 instruction, there had to be homework, there had to be a
23 written test and the students received three credit hours for
24 taking the course.

25 Q. Do you participate in any proficiency testing?

1 A. Yes. I do. It's required as part of
2 recertification for one of my boards to take proficiency
3 testing.

4 Q. Have you been qualified as an expert witness in
5 civil or criminal courts before?

6 A. Yes, sir.

7 Q. Can you maybe give an estimate or tell us how many
8 times?

9 A. I keep a list so I can tell you. It's 105 times.

10 Q. Have you ever failed to qualify as an expert?

11 A. Not yet.

12 Q. Have you ever testified or been a witness in any
13 federal situations?

14 A. I have testified in federal courts three or four
15 different jurisdictions and in many state courts and both
16 civil and criminal courts.

17 Q. Have you done any international work?

18 A. I have testified in the Bahamas.

19 MR. JORDAN: Your Honor, if it helps us move along
20 faster, we'll stipulate to her credentials and the fact
21 that she's an expert.

22 MR. REESE: In order to continue to expedite, I
23 honor your wish, sir, but I do have quite a few more
24 questions to ask.

25 BY MR. REESE:

1 Q. Ms. Will, can you tell if, in your expert opinion,
2 if a document or if this particular document was cut and
3 paste? Just as an expert witness can you tell if a document
4 --

5 A. Well, examination for cut and paste is certainly
6 part of what I do but what I'm looking at here is a photocopy
7 and it looks like it may have been through a fax machine. To
8 look at this I wouldn't be able to give an opinion as to
9 whether this right here was cut and paste.

10 Q. As a professional that's your opinion?

11 A. That's correct.

12 Q. Thank you very much. Can you tell the Court what
13 this reads on the document that we are requesting for the
14 record to know?

15 A. It says agreement to sell real estate, page 2 of 2,
16 both seller and buyer agree to terms. Then there's a
17 signature that says seller. I can't read what it says.
18 3/9/13. Buyer James Reese, 3/9/13. Witness, something Reese,
19 3/9/13. It says amended note as of December 1, 2015. Balance
20 as of 12/1/15 equals \$49,780.00, at 41 Canterbury 29210. And
21 then it says James Reese and Richie Barnes 12/1/15.

22 Q. Thank you very much, ma'am. I'm glad you were able
23 to read my writing. Most people can't but you did very well.
24 Ms. Will, in the handwriting analysis of these documents can
25 you tell the Court what method you used?

1 A. Yes. I work according to a peer reviewed and
2 published methodology, has about 11 steps to it. Just
3 briefly, once you have received the documents and made sure
4 that you have received the documents that you were told you
5 are going to receive, you look at the known signatures. We'll
6 talk just about a signature examination because that's what
7 this is about. You look at the known signatures as a group
8 and try to determine if they appear to be the signatures of
9 one person as they are purported to be or if there is any
10 signature in there that could have either unintentionally or
11 intentionally be written by somebody else that you need to go
12 back to the submitter and verify. So that's one step.

13 You look at the question signature or signatures to
14 see if it is sufficiently complex to warrant a forensic
15 opinion. Some people just sign a little squiggle and that's
16 too simplistic to give a forensic opinion and so you turn the
17 case back at that time. Then once you get through those
18 things, you also check the documents to see if they're
19 sufficiently clear. They may or may not be originals. If
20 they're copies, some copies are good and some copies are
21 terrible. Same as scans. Some are very good, some are
22 terrible, so if you don't have material that you can see
23 sufficiently, you have to go back to the submitter.

24 Also, if you don't have enough comparison material
25 or if it's not in the right time frame, you know, it's maybe

1 does this depict my signature? It is notarized by Ms. Katrina
2 Barnes.

3 A. This is the signature that was my Q1, Q standing for
4 question, my Q1 signature. There was Q1 and Q2 and after I
5 did my examination, I determined that the evidence offers very
6 strong support for the proposition that someone other than you
7 wrote this signature as opposed to the proposition that you
8 wrote it.

9 Q. Thank you very much. Have you seen or have copies
10 of my actual signature?

11 A. Yes, sir.

12 Q. Do you have copies that you can present to the
13 Court?

14 A. I do.

15 MR. REESE: Your Honor, if I may, can I let the
16 jurors take a look at the analysis?

17 THE COURT: You have to mark them as exhibits and
18 show them to Mr. Jordan.

19 MR. REESE: I would like to show these as exhibit A
20 for accuracy.

21 THE COURT: So is it just one sheet of paper?

22 MR. REESE: Two sheets.

23 THE COURT: Two sheets of paper. That would be the
24 exhibit. So you would have to have an exhibit sticker
25 put on it and provide it to the jury.

1 MR. JORDAN: No objection, Your Honor.

2 THE COURT: Then it will be admitted, just one, if
3 it's just one.

4 MR. REESE: Exhibit sticker.

5 THE COURT: He will give you the sticker but you
6 need to pull out the one that you are going to intend to
7 use.

8 (Whereupon, Defendant's Exhibit #15 admitted into
9 evidence.)

10 BY MR. REESE:

11 Q. Ms. Will, on that agreement to sell document that I
12 showed you earlier that states James Reese, amended note as of
13 December 15, the balance of 49 - or 41 Canterbury, \$49,780.00
14 that's written, does that in your professional opinion depict
15 my signature?

16 A. So I have not seen this signature before but it
17 bears all the hallmarks. I'm very familiar with your
18 signature at this time. It bears all the hallmarks that I
19 have identified as being part of your signature so I would
20 spend more time on it before I would write a report about it
21 but essentially it does appear to be your signature. Yes.

22 Q. If you had the original copy of it and it looked the
23 same on an original, could you still, would you need that item
24 if we presented it to you in order to verify that this is my
25 signature on this agreement?

1 A. I'm not sure I understand the question. Could you
2 restate it please?

3 Q. The question is, do you need to have the original
4 document in order to testify or can you use this copy?

5 A. I can see the handwriting features sufficiently on
6 that document to testify that it is your signature. What I
7 don't know without seeing the original is whether that was
8 placed there properly by you as opposed to a cut and paste
9 because without an original, you can never be sure how
10 anything got on any page when you're looking at a copy.

11 MR. REESE: Okay. With that being said, Your Honor,
12 may I please get, see that original copy again of the
13 agreement?

14 THE COURT: (Proffering.)

15 BY MR. REESE:

16 Q. Ms. Will, this is the original copy of what I just
17 showed you of this agreement to sell real estate. Can you
18 depict whether or not that still appears to be my signature?

19 A. Yes. The signature we are talking about --

20 Q. James Reese.

21 A. -- James Reese -- Do you have the other document
22 that you showed me previously?

23 Q. Yes. I'll let you compare the two. It's just a
24 copy. This is a copy. That's the original.

25 A. I just wanted to make sure of that. Yes. So the

1 I didn't try to put too many so it would make it too
2 confusing, but some of the major points that show that this is
3 not Mr. Reese's signature.

4 First, Mr. Reese always has a little inverted V at
5 the beginning of the J. The arrow that's labeled 1 is
6 pointing to that little mark. The dull J looks a little bit
7 like an ear and the inside of that little V looks like the
8 inside of your ear. And then if you look at the question
9 signatures, they don't have that. They have a much more copy
10 book style normal J that you would see in a writing manual.
11 So that's the first thing.

12 Also in the J the second thing is that Mr. Reese
13 writes a very wide loop at the top and bottom of the J,
14 whereas in the question signatures the J's have loops that
15 are taller than they are wide and they are just simply a
16 different shape and different proportion.

17 Then the next thing is that Mr. Reese picks up the
18 pen after he writes the J before he rights a-m-e-s and after
19 he writes the R before he writes the lower case letters of his
20 last name. In every instance he picks up the pen. In the
21 question signature the pen is kept on the paper the entire
22 time. That's important because that's a movement habit that
23 is very hard to break. To suddenly say when a person does
24 a certain thing all the time and then to change that is very
25 difficult and when you look at the question signatures, they

1 are written fairly naturally and fairly smoothly. There is no
2 big hesitation between the J and the A as there would be of
3 somebody who didn't make that connection suddenly tried to
4 make that connection.

5 The next thing is the proportions, the height
6 proportions. This is number 4. I'm drawing two vertical
7 arrows. Mr. Reese writes a fairly tall capital letter and
8 fairly tiny lower letters, so the proportion of the lower case
9 to the upper case is somewhere in the order of three to four
10 times whereas the question signatures, the capitals aren't
11 even twice as tall as many of those lower case letters. It
12 would be very difficult -- You could try this yourself. If
13 you set out to write your signature and you said, well, I'm
14 going to make my lower case letters twice as tall as I usually
15 do and you try to do that, the act of thinking about what
16 you're doing would completely mess up the naturalness of your
17 signature so it's a very difficult thing to change when it is
18 your habit.

19 The next thing is in the R, in the question
20 signature there is a humped entry stroke which Mr. Reese lacks
21 and there is an open oval for the first downstroke of the R
22 which Mr. Reese lacks in his signatures.

23 Then the next thing is the spacing. If you look at
24 Mr. Reese's signatures, they are very - the first and last
25 name are spaced very close together often touching, even

1 connected from the S to the beginning of the R whereas in the
2 question signatures there is a definite gap between the first
3 name and the last name.

4 And then the next thing is the extension of the
5 final stroke of the J. When you look at the way Mr. Reese
6 signs his name, almost every time the end stroke of the J
7 comes way over and covers or interferes with the a-m-e-s part.
8 It's extended. And the R is extended under the lower case
9 letters of Reese. So the capital letters extend into the rest
10 of the name. That doesn't happen in the question signatures.

11 So for all of these reasons these are all
12 significant features and the cluster of differences is what
13 adds up to my opinion that the evidence strongly supports the
14 proposition that someone other than James Reese wrote the
15 question signatures.

16 Q. So in conclusion is it fair to say that that is not
17 my signature according to your expert opinion on the document
18 that you just described on the residential lease?

19 A. Well, that is essentially correct but in my field we
20 have gotten away from giving opinions that exactly someone did
21 it, someone didn't do it. We are now speaking more in terms
22 of what the evidence supports and the evidence definitely
23 supports the proposition that someone other than you did it
24 other than the proposition that you did it.

25 Q. Okay. I know I haven't asked you this question

1 before but in looking at this document here the same
2 residential lease there is a JR there and initials, there's an
3 R here and an R here. Do these two R's look the same?

4 A. There are similarities. A single R is two small of
5 a writing to warrant a full opinion but I see similarities.

6 Q. Okay. This document that I'm showing you with the
7 initials, the J seems to be scribbled and the R in there, does
8 the J resemble my J that you just described in that initial?

9 A. Your J is much more fluid and free flowing and
10 angled differently. It's kind of hard to see what's happening
11 here because there's a lot overwriting in this J but it
12 certainly doesn't have the natural appearance and the features
13 that I see here in your J.

14 MR. REESE: Okay. Well, the R that I had you just
15 describe is the same R that says Richie Barnes, the
16 initials on the side. Thank you very much. Miss Emily,
17 I have no other further questions unless Mr. Jordan cross
18 examine and then I'll do a redirect if I have to.

19 THE COURT: Mr. Jordan.

20 MR. JORDAN: May it please the Court.

21 CROSS EXAMINATION

22 BY MR. JORDAN:

23 Q. Ms. Will, I may have missed it but did you mention
24 the document that is known on your list here as Q2?

25 A. There really were not any questions directed toward

1 that document. My opinion is the same for that document.

2 Q. I'm trying to find out what that document was.

3 A. That document was disclosure information on lead
4 based paint and/or lead based paint hazards dated 3/9/13.

5 Q. I found it. Thank you, ma'am.

6 A. You're welcome.

7 Q. When you were asked to do this task of trying to
8 figure out if Mr. James Reese signed the documents in
9 question, I'm sure you didn't find it to be too difficult a
10 task, did you?

11 A. No. I would say, you know, in over all range of
12 signature questions that I have look at it was not terribly
13 difficult.

14 Q. Okay. In the process of making this evaluation did
15 you conclude who probably did sign this signature?

16 A. No. I did not.

17 Q. Okay. I'm gonna show you a signature and ask you to
18 compare it to your, the signatures that you have looked at
19 before and tell me if it is likely that that person that
20 signed that signature more than likely signed the signature of
21 Mr. James Reese on the two documents in question?

22 A. Okay. So the first thing is when I only have one
23 part of a name to compare, I would never make an actual
24 opinion one way or the other because there is always the
25 question of how would that person - in this case there's a

1 common last name but there's not the same first name so but
2 looking just at the Reese portion there are some similarities
3 and there are some differences so I don't have an opinion at
4 this time.

5 Q. Well, I'm asking you if it more than likely was
6 signed by that same person?

7 A. That's an opinion that I'm not going to make an
8 opinion.

9 Q. Let's talk about, what are the discrepancies or
10 differences in the last name as you see them because to me it
11 looks completely identical.

12 A. Okay. So the first one that really hits my eye is
13 that in the question signatures the R has a nice rounded hump
14 at the beginning at the entry stroke and here it begins as a
15 cup stroke rather than an arched stroke and it has a hard
16 angle at the top so that is a difference. Beyond that, uhm, I
17 mean, that's the main difference. The rest of it is fairly
18 generic.

19 Q. Fairly what was that word?

20 A. It's fairly generic. There are not - there are
21 definite similarities. The large E's are definitely a
22 similarity.

23 Q. And the fact that the E, the last E, the E on the
24 end is so tall as in both signatures?

25 A. It is about the same height as the second signature

1 just this material.

2 MR. JORDAN: All right. Your Honor, what I have
3 handed her is an affidavit from an upcoming witness so I
4 can wait to put it into evidence when he comes or put it
5 in now but whichever the Court would prefer.

6 THE COURT: That's entirely up to you in terms of
7 how you intend to use it.

8 MR. JORDAN: I will then offer it so we don't
9 forget. I will offer it into evidence as --

10 MR. REESE: Objection, Your Honor. I haven't had
11 the privilege to see what he's talking about.

12 MR. JORDAN: You may certainly see it (proffering.)

13 MR. REESE: Now, what are you saying?

14 MR. JORDAN: That's what I want to put into evidence
15 talking about this signature already.

16 MR. REESE: This is already in evidence.

17 MR. JORDAN: Well, it's a filed document, okay?
18 It's already in the file.

19 MR. REESE: Yeah. It's in the file.

20 MR. JORDAN: So if he has no objection, I would
21 offer into evidence as plaintiff's next exhibit which I
22 think is 13.

23 MR. REESE: I got no objection because it's already
24 in my evidence.

25 THE COURT: Plaintiff's Exhibit number 13 admitted.

1 MR. JORDAN: Your Honor, that's all the questions I
2 have.

3 MR. REESE: I would like to redirect.

4 THE COURT: Yes, sir.

5 REDIRECT EXAMINATION

6 BY MR. REESE:

7 Q. Miss Emily, upon Mr. Jordan's questioning to you is
8 it accurate for the record that you are not giving an expert
9 opinion on the signatures that he just gave you?

10 A. Correct.

11 Q. Do you need to have further documentation, computer
12 graph and other technologies that you use to verify in your
13 professional opinion?

14 A. I would need to have additional known signatures of
15 the purported writer and the writing of that person writing
16 the entire name not just the last name.

17 Q. So professionally you cannot just look at one
18 signature in an instance in order to give a professional
19 expert opinion? You just don't go and say it look like it and
20 then you certify that it is?

21 A. That's correct.

22 MR. REESE: Thank you, Mrs. Will, for coming here
23 today. I have no other questions.

24 MR. JORDAN: No other questions.

25 THE COURT: You may step down. Thank you. You may

Extra
 Payments to
 David A. Reid
 3 times for five me
 Payment from
 Feb 1, 2013
 same day we got closed
 on property
 he sold me
 James Reese

RECEIPT		DATE <u>March 9, 2013</u>	NO. <u>297901</u>
RECEIVED FROM <u>Mr. James Reese</u>		\$ <u>1,400.00</u>	
<u>xx Fourteen Hundred dollars No/100 xxx</u> DOLLARS			
☐ FOR RENT ☒ FOR <u>Mortgage 1st Payment minus \$135.00 Regime</u>			
ACCOUNT		☒ CASH ☐ CHECK ☐ MONEY ORDER ☐ CREDIT CARD	
PAYMENT	<u>1,265.00</u>	FROM <u>James Reese</u> TO <u>Arthur Board</u>	
BAL. DUE	<u>68,425.00</u>	BY <u>Arthur Board</u>	A-2701 T-46800/46802

12-20-03

41 Canterbury Ct. Columbia, S.C. 29210

RECEIPT

DATE April 4, 2014 No. 297924

RECEIVED FROM Mr. James Reese

\$ 700.00 XX

Seven Hundred dollars No/100 XX

DOLLARS

FOR RENT

FOR 1st mthly Payment. MILES #135.00 Regime (\$515.00)

ACCOUNT

☒ CASH

PAYMENT

\$700.00

☐ CHECK

FROM James Reese TO William Reese

BAL. DUE

\$61.305.00

☐ MONEY ORDER

☐ CREDIT CARD

BY James Reese

A-2701
T-46800/46802

24th Avenue, S.E. 29210

RECEIPT

DATE Jan 1, 2016

No. 297947

FROM Mr. James Reese

\$ 700.00 XX

Seven Hundred Dollars No/100 XXX

DOLLARS

Mortgage Payment minus Reserve of (\$185.00)

- ☒ CASH
- ☐ CHECK
- ☐ MONEY ORDER
- ☐ CREDIT CARD

FROM James Reese TO Pickie Bowers

BY *James Reese*

A-2701
T-46800/46802

RECEIPT

DATE July 3, 2013 No. 297910

RECEIVED FROM Mr. James Reese

\$ 700.00xx

xx Seven Hundred dollars No/100xxx

DOLLARS

☐ FOR RENT

☒ FOR Matg 5th Payment minus \$135.00 Regime

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>\$66,340.00</u>

☒ CASH

☐ CHECK

☐ MONEY
ORDER

☐ CREDIT
CARD

FROM James Reese TO Robert Barnes

BY Robert A. Barnes

A-2701

T-46800/46802

Washington D.C. Columbia, S.C. 29400

RECEIPT DATE March 5, 2015 No. 297

PAID FROM Mr. James Reese \$ 70

Seven Hundred dollars. 16/100000

FOR 15th Mortgage Payment minus begin #.

CASH	☒
CHECK	☐
MONEY ORDER	☐
CREDIT CARD	☐

FROM James Reese TO Reese
BY James Reese

Extra

Payments to
Dad A head

Barnes for me
Payment from me
Feb 1, 2013

amc Day we (got closed
can on property (Cotley)
re sold me
James Reese

RECEIPT

DATE March 9, 2013 No. 297901

RECEIVED FROM Mr. James Reese

\$ 1,400.00

xx Fourteen Hundred dollars No/100 xxx DOLLARS

☐ FOR RENT
☐ FOR Mortgage 1st Payment minus \$135.00 Reserve

ACCOUNT	
PAYMENT	<u>1,265.00</u>
BAL. DUE	<u>68,725.00</u>

☒ CASH
☐ CHECK
☐ MONEY ORDER
☐ CREDIT CARD

FROM James Reese TO Lidie boxer

BY [Signature]

A-2701
T-46802/46802

W. Carterbury II, Columbia, S.C. 29210

RECEIPT

DATE April 4, 2014 No. 297924

RECEIVED FROM Mr. James Reese

\$ 700.00 XX

Seven Hundred dollars No/100 XX

DOLLARS

FOR RENT

FOR 14th mthly. Payment minus \$185.00 Regime (\$515.00)

ACCOUNT

☒ CASH

PAYMENT

\$700.00

☐ CHECK

☐ MONEY

☐ ORDER

☐ CREDIT

☐ CARD

BAL DUE

\$61,305.00

FROM James Reese TO Father Reese

BY James Reese

A-2701
T-46800/46802

Wilmington, N. Carolina, S.C. 29401

RECEIPT DATE February 2015 No. 297934

PAID FROM Mr. James Heese \$ 700.00 xx

Seven Hundred dollars No/xx xx DOLLARS

FOR Mortgage Payment minus \$185.00 balance

☒ CASH
☐ CHECK
☐ MONEY ORDER
☐ CREDIT CARD

FROM James Heese TO Richie Bruch

BY [Signature]

A-2701
T-45800/45802

County of Columbia, S.C. 29210

RECEIPT

DATE Jan 1, 2016

No. 297347

FROM Mr. James Reese

\$ 700.00 xx

Seven Hundred Dollars No/100 xx

Mortgage Payment minus Reserve of (\$185.00) DOLLARS

- ☒ CASH
- ☐ CHECK
- ☐ MONEY ORDER
- ☐ CREDIT CARD

FROM James Reese TO Richie Bauri

BY James Reese

A-2701
T-46800/46802

Exhibit "M"

Blank lease
presented 4 times
by MR. Barnes

133

1 object to the attorney fees that he set forth into this
2 document. We cannot verify fees, excessive fees that
3 he's trying to say that Mr. Barnes is paying him when we
4 got documents saying he got prepaid legal and he's
5 talking about in excess of \$18,000.00 and 4000.

6 THE COURT: Well, the question is about the
7 statutes, not necessarily the fees. You can ask him
8 questions about the fees.

9 MR. REESE: Okay. Which statute is that now?

10 THE COURT: Three separate statutes under exhibit
11 number 6.

12 MR. JORDAN: (Proffering.)

13 MR. REESE: Objection, Your Honor. This document
14 does not apply to this contract that we have. We have a
15 contract for sale in writing and so the lease statute is
16 not admissible at this time because we have got a sale
17 like he just stated.

18 MR. JORDAN: Your Honor, his argument is there's an
19 agreement that has a document --

20 MR. REESE: I'm gonna object to that, Your Honor,
21 because it's not a lease. That's a fraud lease he
22 entered to the Court four times, a blank lease to this
23 Court that just popped up. I got a forensic expert I'm
24 flying in here. Hopefully she can get here tomorrow.

25 THE COURT: Okay. You're objecting to the statutes.

Exhibit in " ORIGINAL Lease (12 pages)

ORIGINAL

Case # NO. 2016-
CP-32-01 385

Richie Barnes
Plaintiff

Vs

James Reese
Defendant

FILED
2018 OCT 15 PM 3:08
LISA H. COMPTON
CLERK OF COURT
LEXINGTON SC

Please Add - Exhibit

"Board Certified Document Examination:"
Shows Residential Lease with Fraudulent
Signature of James Reese has been
Certified not to be of James Reese
Presented by Plaintiff Richie Barnes.
Document and signatures are Fraudulent.

Original Lease
Contract provided to
the Court was blank
at Magistrate Level as
well as 11th Circuit Court.

Residential Lease

877-367-6111

Q1

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between James Reese [Tenant] and Rickie D. Barnes [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at #41 Canterbury St Columbia
South Carolina 29210 together with the following furnishings and appliances:

Rental of the premises also includes dishwasher, refrigerator, flat top stove, & stove,
Security, microwave, washer & dryer.

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: - NA -

Occupancy by guests for more than - NA - is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on March 9, 2013, and end on March 9, 2016.
If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent.

Regular month rent

Tenant will pay to Landlord a monthly rent of \$ 700.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Rickie D. Barnes at 41 Canterbury St. Columbia S.C. 29210 or at such other place as Landlord designates.

Delivery of Payment.

Rent will be paid:

- ☒ by mail, to 147 Abbeywalk Dr. Columbia, S.C. 29229
☒ in person, at 41 Canterbury St. Columbia, S.C. 29210

Form of payment.

Landlord will accept payment in these forms:

- ☒ personal check made payable to Rickie D. Barnes
☒ cashier's check made payable to Rickie D. Barnes
☐ credit card
☒ money order
☒ cash

Prorated first month's rent.

For the period from Tenant's move-in date, March 9, 2013, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$ 0. This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$ 50.00, plus \$ 5.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$ 100.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ 25.00.

Clause 8. Security Deposits

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 1,400.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 30 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

sewer

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adja-

Q1

cent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and -N/A- under the following conditions:

-N/A-

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hrs notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 14 days or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

☒ Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party ☐ shall not / ☒ shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

☒ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

☐ Other disclosures:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Q2

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) NA Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) NA Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) NA Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

None Found

(ii) NA Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) SR Lessee has received copies of all information listed above.

(d) SR Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) NA Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lillie D. Barnes 3-9-13
Lessor Date

James Reese 3-9-13
Lessee Date

Agent Date

Lessor Date

Lessee Date

Agent Date

Clause 21. Authority to Receive Legal Papers

Q1

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

☒ The Landlord, at the following address: 41 Sanderson St. Columbia, S.C. 29210

☐ The manager, at the following address: _____

☒ The following person, at the following address: Michelle Barnes 144 Abbeywalk Lane Columbia, S.C. 29229

Clause 22. Additional Provisions

Additional provisions are as follows:

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

March 9, 2013 Richie A. Barnes Barnes
Date Landlord or Landlord's Agent Title

144 Abbeywalk Lane
Address

Columbia S.C. 29229 803-361-0441
City State Zip Code Phone

3-9-2013 James Karl 803-760-4387
Date Tenant Phone

Date Tenant Phone

Date Tenant Phone


Kathleen J. Barnes
South Carolina Notary Public
My Commission Expires
May 1st, 2018

Exhibit "O" copy of witness
of mortgage
signing

Jama
affidavit

page 1

Case # 2016-CP-32-01350

CP-32-01385

ORIGINAL

2017 MAR 31 PM 4:46

STATE OF SOUTH CAROLINA)

Affidavit of Mortgage

COUNTY OF RICHLAND)

I, Ujama Shawn Reese, being duly sworn, upon oath deposes and says: That I was present and witnessed without a doubt a mortgage signing between Mr. Richie D. Barnes and Mr. James Reese. To the best of my knowledge and understanding both the Mortgagee, Richie D. Barnes and the Mortgagor, James Reese were in agreement that both parties were signing a mortgage.

I also was present when the down payment of fourteen hundred and 00/100 (\$1,400.00) was passed from Mr. James Reese to Mr. Richie D. Barnes.

I further attest that I was present at the hearing held on April 6, 2016 when Mr. Richie D. Barnes stated before the Judge, The Honorable Rebecca Adams when asked if it was a mortgage or a lease with an option to purchase. Mr. Barnes clearly stated before the judge that it was a mortgage and not a lease with an option to purchase before myself and other witnesses.

If any further information is needed I am willing to testify in court.

Ujama Reese
Ujama Shawn Reese, Affiant

SWORN before me this
29th Day of March, 2017

Doreo A. W. [Signature]

Notary Public for South Carolina

My commission expires: 7-29-25

Exhibit "P"

Page 14
Katrina Williams
91
cross by Jordan

1 Q. That's your stamp?

2 A. Yes.

3 Q. Nobody could have come in and added these at a later
4 time or something of that nature?

5 A. No. Nobody has my seal but me.

6 Q. And you have seen your signature there and that is,
7 in fact, your signature?

8 A. Yes. It is.

9 Q. So of the four things that you had mentioned as what
10 your normal practice is, three of the four are here?

11 A. Mm-hmm.

12 Q. Okay. The only thing you're missing is the date.
13 Now, do you recall that you went to the Chili's on March 9th,
14 2013 or do you have any recollection with regard to that?

15 A. I don't recall what the date was. I do know that it
16 was that time frame as far as 2013, correct.

17 Q. Okay. Now, in fact, this original lease was
18 actually found in your possession, wasn't it?

19 A. The original lease?

20 Q. The original residential lease that I just handed to
21 you?

22 A. Was found in my possession?

23 Q. In your possession.

24 A. As in at Chili's?

25 Q. No. No. I'm talking about after this lawsuit was

page 25

- 1 Q. And Mr. Barnes was there?
- 2 A. Yes.
- 3 Q. Okay. Was also Mr. Reese's wife there?
- 4 A. No.
- 5 Q. Was Mr. Reese's son there?
- 6 A. Yes.
- 7 Q. He was there. Okay. When the document was
- 8 presented to you, had the document already been signed?
- 9 A. No.
- 10 Q. You don't recall the situation?
- 11 A. No.
- 12 Q. Okay. I'm going to show you the original of this
- 13 lease which was Plaintiff's Exhibit number 3 which you have
- 14 seen already and it shows your impression seal; is that
- 15 correct?
- 16 A. Yes.
- 17 Q. Would that impression seal have been there if you
- 18 had not signed as a notary?
- 19 A. No.
- 20 Q. Okay. There would be no way that would have
- 21 happened?
- 22 A. No, sir.
- 23 Q. Okay. And your stamp there with your commission
- 24 expiration date is there?
- 25 A. Mm-hmm.

1 Q. That's your stamp?

2 A. Yes.

3 Q. Nobody could have come in and added these at a later
4 time or something of that nature?

5 A. No. Nobody has my seal but me.

6 Q. And you have seen your signature there and that is,
7 in fact, your signature?

8 A. Yes. It is.

9 Q. So of the four things that you had mentioned as what
10 your normal practice is, three of the four are here?

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18 actually found in your possession, wasn't it?

19 A. The original lease?

20 Q. The original residential lease that I just handed to
21 you?

22 A. Was found in my possession?

23 Q. In your possession.

24 A. As in at Chili's?

25 Q. No. No. I'm talking about after this lawsuit was

1 filed. This lawsuit was filed and we had some discussion
2 about a blank lease, okay? That's all we had to start with
3 but somehow Mr. Barnes retrieved the original of the lease
4 which you had.

5 A. Me? I had the lease? When did I have the lease?

6 Q. I mean, so you're saying you didn't have the
7 lease?

8 A. No.

9 Q. You didn't have the original lease and then provide
10 it to Richie Barnes?

11 A. The lease was there for us to sign.

12 Q. Yes.

13 A. Right.

14 Q. Okay. And you signed it but you took it home
15 with you?

16 A. I did not take anything with me.

17 Q. Okay.

18 A. I'm not understanding. Why would I take it with me?

19 Q. All right. Now, is it possible that you were, that
20 when you arrived at Chili's you were informed by Mr. Reese
21 that his signature had already been placed on this lease?

22 A. No.

23 Q. Okay. You didn't. Is it possible that you didn't
24 see him sign it but he acknowledged it?

25 A. No. He signed the lease in front of me.

THE STATE OF SOUTH CAROLINA

COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY
Common Pleas Court

RECEIVED

JUL 20 2022

SC Court of Appeals

Honorable Judge Allison Lee, Presiding Judge

Appellate Case No. 2018-002157

Case No. 2016-CP-32-01385

PETITION FOR REHEARING

Richie D. Barnes.....Respondent

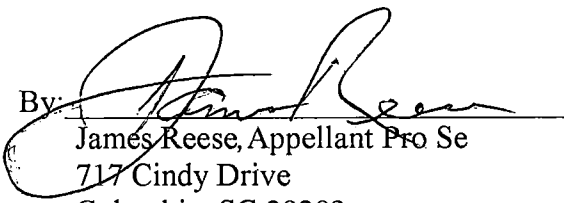
v.

James Reese, ...Appellant

I certify that I have served a copy of the Petition for Rehearing, by depositing a copy of it in the United States Mail, first-class postage prepaid, addressed as follows:

Jordon Law Firm,
201 Veteran Road,
Columbia, SC 29209

By:


James Reese, Appellant Pro Se
717 Cindy Drive
Columbia, SC 29203
803-760-4387

July 20, 2022
Columbia, South Carolina