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NOV 28 2022

S.C. SUPREME COURT

IN THE SUPREME COURT OF  
SOUTH CAROLINA

JAMES REESE,  
Petitioner,

vs.

RICHARD D. BARNES,  
Respondent,

To the Chief Honorable Judge Donald Beatty  
Appellate Case No. 2018-002157

**PREROGATIVE WRIT OF CERTIORARI**  
**Article III Sec. 2 Clause 1**

Comes now petitioner of sound mind, with clean hands and in good faith, files this petition for a writ of certiorari or other appropriate writ and for grounds therefore respectfully shows:

**I.**

The original decision and judgment were of the Magistrate Court of the State of South Carolina in the case of Richie D. Barnes, as plaintiff and James Reese, as defendant, the same being Case No. 2016-CP-32-01385, in the said court, was rendered against petitioner in favor of respondent by jury for the estimated sum \$ 98,000.

That within the time and in the manner provided by law and by the rules of the court, petitioner filed a motion for rehearing in the Magistrate Court, which motion for rehearing was

Petitioner appealed this cause of action to the South Carolina Court of Appeals in the City of Columbia.

Presiding judge of the appellant court made her order on 7<sup>th</sup> of November 2022 in favor of respondent.

**II.**

The judgment entered by both judges were erroneous, unjust, and unwarranted in that petitioner had then and now has a meritorious defense to said action, to wit, civilian due process of rights, along with the disregard of the obvious facts as the record shall reflect; that the acts of justice Allison Lee exercised her judicial function erroneously, and exceeded its jurisdiction, to the extreme irreparable

1 prejudice of the substantial rights of petitioner. The Due Process Clause entitles a person to an impartial  
2 and disinterested tribunal in both civil and criminal cases. {See Marshall v. Jerrico, Inc., 446 U.S. 238,  
3 242 (1980)}

4  
5 **III.**

6 That a statement of the facts and the proceedings that preceded this petition for a writ of a  
7 certiorari is as follows:

- 8 1. On or about the 17th of March 2016 the respondent filed Case No. 2016CV-32-  
9 1070447 with the Irmo Magistrate Court of Lexington County.
- 10 2. On or about April 11, 2016 Honorable Magistrate Judge Rebecca Adams in  
11 Lexington County Irmo Magistrate Court made the decision that this court did not  
12 have personal or subject matter jurisdiction due to the matter being a sale of property,  
13 whereby the State of South Carolina landlord law does not apply, and suggested that  
14 matter to be removed to a master in equity or common pleas court on the basis that  
15 the substantial evidence of receipts written out by respondent reflecting a declining  
16 balance and entered onto the courts record by petitioner was sufficient grounds of a  
17 mortgage and issued a dismissal in favor of petitioner. Equity imputes and intent to  
18 fulfill an obligation.
- 19 3. The respondent's attorney agreed on the record that an offer was made to the  
20 petitioner in the amount of \$5,000 for quit claim deed to the respondent.
- 21 4. Respondent's and his attorney at law, Jordan, esq. admits during trial in lower courts  
22 that the signature on the contract was not respondents.
- 23 5. Petitioner's expert witness Emily Will, a accredited certified handwriting analysis,  
24 provides testimony regarding the authenticity and genuineness of petitioner's  
25 signature which the record shall reflect her findings to be in favor of petitioners relied  
26 on claims, defenses, and objections. The expert in this cause has established well

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1 facts or data in a complete statement of her basis and reasons for them (Rembrandt  
2 Vision Techs v. Johnson & Johnson Vision Care, Inc., 275 F.3d 1371, 0381-82)).

- 3 6. Respondent admits himself as the record shall show in the court of common pleas  
4 that he did not witness petitioner's signature on said lease agreement.
- 5 7. Respondent refused to produce the original lease contract for petitioners'  
6 examination and instead entered a blank lease as his supporting evidence. Upon cross  
7 examination of the respondent's notary witness (respondent's ex-wife), respondent's  
8 attorney alluded that the notary held the original contract, and the record shall reflect  
9 that said notary witness denied to be in possession of said lease agreement.
- 10 8. The alleged lease contract, a said copy, was missing vital information required by  
11 laws for the State of South Carolina regarding notary signature.
- 12 9. Petitioner produced a copy original sale and purchase agreement evidencing the  
13 express intent between the parties without the dispute of authenticity of either  
14 signature.  
15

16 **IV.**

17 The petitioner assigns the errors is as follows:

- 18 1. Presiding judge of Case No. 2016-CP-32-01385 disregarded and removed the  
19 selected jury by respondent and upon her own discretion selected a "computer  
20 generated" jury. Said action is an error in law and violation and prejudice against the  
21 petitioner's due process of rights protected under both federal and state constitutions.
- 22 2. The jury erred in the weight of evidence and testimony provided to the court due to  
23 confusion created by the extensive length of time of trial resulting in mental fatigue  
24 and other acts created by respondent and his attorney.
- 25 3. The jury's confusion displayed substantial forms of incompetency or sufficient lack  
26 of understanding, that resulted in err in judging the evidence of fact before them and  
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1 has caused extreme irreparable harm against petitioner. This fact of their confusion is  
2 detailed within the lower courts transcript that highlights as well the judges confusion  
3 to the questions asked by the jury, with the judges lack of and without effort to give  
4 the jury the opportunity to perhaps rephrase it's question so that a more definite  
5 answer to their confusion can be availed to properly aid in doing justice by wholes  
6 and not by halves considering this confusion was presented to the court 3 days after  
7 litigation at 9:30 a.m. on the day of ruling.

- 8  
9 4. The jury was misled by error and such charge affects the substantial rights of  
10 petitioner.

11 Petitioner has objected to all issues and errors to preserve all substantial rights for appeal as the  
12 court records shall evidence. The purpose of jury selection is to seat a fair and impartial jury. Jury  
13 selection includes assembling the jury panel and conducting voir dire. During voir dire, the court, the  
14 attorneys, or both probe each panelist's state of mind so they can assess suspected bias or prejudice. {See  
15 Scott v. Lawrence, 36 F.3d 871, 874 (9<sup>th</sup> Cir. 1994)}.

16 The right to an impartial jury trial in civil cases is inherent in the Seventh Amendment's  
17 preservation of a "right to trial by jury" and the Fifth Amendment's guarantee that "no person shall  
18 be...deprived of life, liberty or property without due process". {See McCoy v. Goldston, 652 F.2d 654,  
19 637}. A fair trial tribunal is a basic requirement of due process. {See In re Murchison, 349 U.S. 133, 136  
20 (1955)} Equity will not suffer a wrong without a remedy.

21  
22 In rendering and entering judgment the Magistrate Court and the judge thereof exceeded their  
23 jurisdiction, and the judgment is in excess of the jurisdiction of the court and the judge thereof, as appears  
24 on the face thereof. The petitioner seeking this writ has no other adequate relief. A party can raise error if  
25 the error seriously affect the fairness, integrity, or public reputation of a judicial proceeding.

26 Please take notice that the court has directed those who are unschooled in law making pleadings  
27 shall have the court look to the substance of the pleadings rather than the form. Pro se pleadings are to be  
28

1 considered without regard to technicality; pro se litigants' pleadings are not to be held to the same high  
2 standards of perfection as lawyers. {Maty v. Grasselli Chemical Co., 303 U.S. 197 (1938); B. Platsky v.  
3 CIA, 953 F.2d 25, 26 28 (2nd Cir. 1991)}. A Court errs if court dismisses pro se litigant without  
4 instruction of how pleadings are deficient and how to repair pleadings. Equity aides those that are  
5 disabled.

6 Furthermore, take judicial notice that equity follows the law and will not allow those who have  
7 iniquity to receive equity.  
8

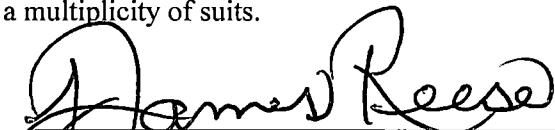
9 V.

10 Wherefore petitioner prays for the following:

- 11 A. For an order for the issuance of a writ of certiorari or other appropriate writ by this honorable  
12 court in the above cause to 2018-002157.
- 13 B. Require them to fully certify fully, within a time therein specified, the record or proceedings in  
14 respect of the aforementioned matters, that the same may be reviewed by this court, and further  
15 requiring respondents to desist from further proceedings in the matter to be reviewed.
- 16 C. The execution under the above-mentioned judgment be stayed pending the action of this court on  
17 review.  
18

19 Maxim: Equity will take jurisdiction to avoid a multiplicity of suits.

20 Dated this 15th of November 2022.

21   
22 \_\_\_\_\_  
23 James Reese, sui juris

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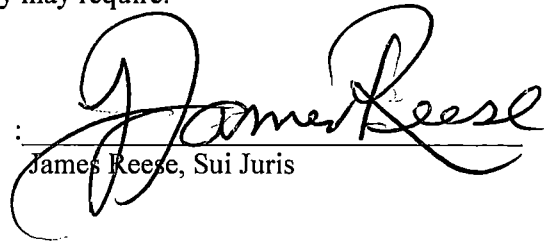
**AFFIDAVIT IN SUPPORT OF  
WRIT OF CERTIORARI**

James Reese, petitioner being first duly sworn and states on oath that:

1. The Honorable Allison Lee is, and, at the time of the proceedings complained of, was the duly elected, qualified, and acting judge of the Appellate Court in and for the City of Columbia, State of South Carolina.
2. That during such time Jenny Abbott Kitching has been, and is now, the duly elected clerk of the Appellate Court of the City of Columbia
3. That the presiding judge of the common pleas court disregarded and removed the petitioner's elected jury and allowed a "computer generated" selected jury without prior knowledge or consent, and exceeded exercise of unlawful judicial authority power.
4. That both orders of the inferior courts was and is unlawful and void, an in excess of the jurisdiction vested in such court, or the judge thereof, in that
5. Affiant therefore prays that the honorable judge of the Supreme Court of the State of South Carolina, cause a writ of certiorari or other appropriate writ to be issued out of said court to the judge and clerk of the Appellate Court in and for City of Columbia, requiring that all the records, papers, and facts reference to the matter herein complained of may be certified to the Supreme Court, to the end that it may be informed in relation to the matter, and may vacate,

1 annul, and set aside the unlawful proceeding, and granting a stay of enforcement of the order  
2 and for such other relief as justice and equity may require.

3 Dated on this 15<sup>th</sup> of November 2022

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5 James Reese, Sui Juris

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5 Petitioner,

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Appellate Case No. 2018-002157

6 vs.

7 RICHARD D. BARNES,  
8 Respondent,

**PROOF OF SERVICE**

9  
10 The undersigned now declares that.

11 I, James Rees, hereby hand delivers a "Prerogative Writ of Certiorari" to the Supreme  
12 Court of South Carolina and USPS mail to respondent Richie D, Barnes.

13  
14 Dated: November 15, 2022,

By:

  
James Reese, sui juris

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PROVEN DOCUMENTED FACTS

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Presented to the eleventh circuit court is and has been a frivolous, fraudulent lawsuit

- #1 In my absence, Mr. Richie Barnes presented to the magistrate court the Honorable Judge Rebecca Adams a blank rental agreement, with nothing on it.
- #2 I James Reese, requested a rehearing that was granted by the Honorable Judge Rebecca Adams. I, James Reese, presented in court to Judge Adams the original contract of sale, signed by me, James Reese, Richie Barnes, and the witness's signature.
- #3 Judge Adams ask Richie Barnes, "was this a rental agreement or sales agreement? Barnes testified under oath that this is in fact a sale agreement.
- #4 The Honorable Judge Rebecca Adams reversed the previous order of eviction and told Mr. Barnes that fact that this is a real estate sale, then you are in the wrong court with this blank real estate contract.
- #5 Barnes hired an attorney, Leonard Jordan, Jr. and Jordon then presented the same blank rental agreement approximately three more times to the court.
- #6 The judge told Barnes and Jordon that you have to have the original agreement.
- #7. Barnes and Jordon presented a proven fraudulent signed rental agreement which was proven not my signature. Attorney Leonard Jordon stated to Judge Allison Lee that "somehow Richie Barnes's ex-wife Katrina Barnes up with the proven fraudulent rental agreement"
- #8 Katrina Barnes testified under oath and was asked by Attorney Jordon, do you remember somehow you came up with the original rental agreement? Katrina Scott Barnes replied under oath: "who me?" I never never had the rental agreement. Why would I have it? Barnes and Attorney Jordon have yet to produce this rental agreement and where it came from.
- #9 The rental agreement was proven to be a fraud without a shadow of a doubt by an expert forensic handwritten analysis Emily J. Will, who proved in court approximately twenty-one ways orally and in writing how and why that was not my signature, James Reese on the rental agreement Barnes and Attorney Jordon presented to the court.
- # 10 Attorney Leonard Jordon, Jr. stated in court that he didn't need any further testimony from the forensic expert, Emily J. Will, Attorney Jordon stated in court on the stenographer's report: "A sixth (6<sup>th</sup>) grader and kindergartner can see that is not Mr. Reese's signature.
11. So why did Mr. Richie Barnes and Attorney Leonard Jordon present this proven fraudulent rental agreement and tried to allude that it was in the notary Katrina Barnes's possession which she clearly denied under oath?
12. Mr. Richie Barnes' contractor gave very inconsistent testimony about what he called damages to the property at 41 Cantabury Court that Richie Barnes sold to me, James Reese. Mr. George Glymp testified when examined by Attorney Leonard Jordon, Jr. that the property 41 Canteberry Court had approximately (35) thirty-five to (45) thousand dollars worth of damages. When Mr. Glymp was cross-

examined by Mr. James Reese, George Glymp, the contractor said under oath that these were upgrades requested by Mr. Barnes and not damages.

12. Barnes and Jordon presented a proven fraudulent rental agreement with my name fraudulently signed on it. Attorney Leonard Jordon told Judge, Allison Renee Lee, that somehow Richie Barnes's ex-wife, Katrina Barnes came up with the proven fraudulent rental agreement.

13. Katrine Barnes testified under oath when examined by Attorney Leonard Jordon, "do you remember somehow you came up with the original rental agreement?" Katrina Scott Barnes replied under oath: "who me??" "I never never had the agreement," why would I have the rental agreement, asked Katrina. Richie Barnes and Attorney Leonard Jordon never answered her question, about why she would have had the rental agreement and where the rental agreement came from.

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