

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

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MAY 21 2021

Appeal from the Court of Common Pleas for
Lexington County, South Carolina

SC Court of Appeals

Alison Renee Lee, Presiding Judge

Appellate Case No. 2018-002157

Richie D. Barnes.....Respondent,

v.

James Reese.....Appellant.

AMENDED RECORD ON APPEAL

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

James Reese, Pro Se, Appellant
717 Cindy Drive
Columbia, South Carolina 29203
(803) 760-4387

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STATE OF SOUTH CAROLINA COURT OF APPEALS
FOR THE FOURTH CIRCUIT

APPEAL FROM LEXINGTON COUNTY
Common Pleas Court
Alison Renee Lee, Presiding Judge

Case No. 2016-CP-32-01385

Appellants Case No. 2018-002157

Richie D. Barnes,

Respondent,

v.

RECORD OF APPEAL

James Reese,

Appellant.

RECEIVED
DEC 29 2020
SC Court of Appeals

INTRODUCTION STATEMENT AND RECORD OF APPEAL SPECIALLY DEPOSITED

I, James Reese hereby gives notice and enters into this court in support of appellate court rules the following relevant evidence mis-evaluated by the lower Courts which resulted in a prejudicial order granted in err and now produced to this superior Court. The substantial evidence herein to be recorded into this competent tribunal is in support of full preservation justice and of my, James Reese, equitable rights, interest, and title in vigilant pursuit to remedy the conflicts and variances at law and my substantive rights the wrongs that have been unjustly done, unfairly, with bad behavior and intent, and without good conscious by the parties involved.

12/23/20
Date

Drafted by:

James Reese
James Reese

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CP-32-01385

page 1

ORIGINAL

2017 MAR 31 PM 4:46

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Affidavit of Mortgage

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. Winters
Notary Public for South Carolina
My commission expires: 7-29-25

"Proven"
FAKE lease
JR

page 5
Residential
lease

EXHIBIT "A"

Residential Lease

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, black top oven, 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: - NR -

Occupancy by guests for more than - NR - 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:

on ☒ 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-

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 -NA- under the following conditions:

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:

Clause 21. Authority to Receive Legal Papers

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 Canterbury St. Columbia, S.C. 29210
☐ The manager, at the following address: _____
☒ The following person, at the following address: Michelle Barnes 147 Abbeywalk Ln.
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 Michelle D. Barnes Owner
 Date Landlord or Landlord's Agent Title

147 Abbeywalk Ln.
 Address

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

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

 Date Tenant Phone

 Date Tenant Phone

Kathia L. Barnes
 South Carolina Notary Public
 My Commission Expires
 May 13th, 2018

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

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) GR Lessee has received copies of all information listed above.

(d) GR 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.

Lishie D. Baines 3-9-13
Lessor Date
James Reese 3-9-13
Lessee Date
Agent Date

Lessor Date

Lessee Date

Agent Date

EXHIBIT "B"

S.C. Code Ann. § 32-3-10

This document is current through all legislation signed and in effect as of the 2017 legislative session.

South Carolina Code of Laws Annotated by LexisNexis® > Title 32. Contracts and Agents > Chapter 3. Statute of Frauds

§ 32-3-10. Agreements required to be in writing and signed.

No action shall be brought whereby:

- (1) To charge any executor or administrator upon any special promise to answer damages out of his own estate;
- (2) To charge the defendant upon any special promise to answer for the debt, default or miscarriage of another person;
- (3) To charge any person upon any agreement made upon consideration of marriage;
- (4) To charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them; or
- (5) To charge any person upon any agreement that is not to be performed within the space of one year from the making thereof;

Unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized.

History

1962 Code § 11-101; 1952 Code § 11-101; 1942 Code § 7044; 1932 Code § 7044; Civ. C. '22 § 5516; Civ. C. '12 § 3737; Civ. C. '02 § 2652; G. S. 2019; R. S. 2151; 1712 (2) 545.

Annotations

LexisNexis® Notes

Case Notes

Business & Corporate Law: Agency Relationships: Authority to Act: Actual Authority: Express Authority

Civil Procedure: Alternative Dispute Resolution: Arbitrations: Arbitrability

Civil Procedure: Judgments: Preclusion & Effect of Judgments: Law of the Case

Contracts Law: Consideration: Promissory Estoppel

Contracts Law: Consideration: Sufficient Consideration

Contracts Law: Contract Interpretation: Parol Evidence: General Overview

Contracts Law: Defenses: Equitable Estoppel: Statutes of Frauds

True
original
contract agreement
w/ Both True
Signatures
(Comps)
Page 6

EXHIBIT "C"

Agreement to Sell Real Estate

This Agreement is made on March 9, 2013, between James Reese,
 Seller, of Richie Barner, City of Colas,
 State of SC, and _____, Buyer, of
 _____, City of _____,
 State of _____.

The Seller now owns the following described real estate, located at 41 Canterbury 29210,
 City of Langston, State of SC.

For valuable consideration, the Seller agrees to sell and the Buyer agrees to buy this property for the following price and on the following terms:

1. The Seller will sell this property to the Buyer, free from all claims, liabilities, and indebtedness, unless noted in this Agreement.
2. The following personal property is also included in this sale:

N/A

3. The Buyer agrees to pay the Seller the sum of \$ 70,000, which the Seller agrees to accept as full payment. This Agreement, however, is conditional upon the Buyer being able to arrange suitable financing on the following terms at least thirty (30) days prior to the closing date for this Agreement: a mortgage in the amount of \$ 70,000, payable in 144 monthly payments, with an annual interest rate of 9.9 percent.

4. The purchase price will be paid as follows:

Earnest deposit (upon signing this Agreement) \$ _____

Other deposit: \$ 1,400

Cash or certified check on closing \$ _____

(subject to any adjustments or prorations on closing)

Total Purchase Price \$ _____

5. The Seller acknowledges receiving the Earnest money deposit of \$ 1,400.00 from the Buyer. If Buyer fails to perform this Agreement, the Seller shall retain this money. If Seller fails to perform this Agreement, this money shall be returned to the Buyer or the Buyer may have the right of specific performance. If Buyer is unable to obtain suitable financing at least thirty (30) days prior to closing, then this money will be returned to the Buyer without penalty or interest.

6. This Agreement will close on 3-9-2013 at 7:00 pm o'clock, at

Page 2 of 2 in Signy Page

Page 1 of 2

Agreement to Sell Real Estate

This Agreement is made on
 March 9, 2013, Between Richie Barnes Seller of Columbia SC
 and the Buyer Tamara S. Reese
 of Columbia, SC

The Seller now owns the
 following Described Real Estate,
 located at the City of Columbia,
 State of SC 29210, County of Lexington
 Address: 41 Canterbury, Off of
 Bush River Road.

The seller will sell this property
 to the Buyer free from all
 claims, liabilities and indebtedness,
 unless noted in this agreement

The Buyer agrees to ^{pay the} sell the
 sum of \$70,000 payable Seventy
 thousand dollars in (144) one
 hundred forty four monthly payments
 until paid in full Minus \$1,400.00
 Deposit

70,000.00

- 1,400.00

\$ 68,600.00

+ 135.00 Regime Fee

\$ 68,735.00

+ 135.00 - Error Regime Fee

\$ 68,870.00

March 9, 2013

March 9, 2013

Agreement to Sell Real Estate
Page 2 of 2 Both Seller and
Buyer agree to terms

Seller ~~Butterfield~~ 3-9-13

Buyer ~~James Reese~~ 3-9-13

Witness ~~James Reese~~ 3-9-13

Amended Note as of December 1, 2015

Balance as of 12/1/2015 = \$49,780.00
at 41 Calumetway 29210

James Reese 12/1/15
~~Butterfield~~ 12-1-15

Richland County, City of Asheville, State of SC 29203

At that time, and upon payment by the Buyer of the portion of the purchase price then due, the Seller will deliver to Buyer the following documents:

- (a) A Bill of Sale for all personal property
- (b) A Warranty Deed for the real estate
- (c) A Seller's Affidavit of Title
- (d) A Closing Statement
- (e) Other documents:

N/A
Sellers Finance

7. At closing, pro-rated adjustments to the purchase price will be made for the following items:

- (a) Utilities
- (b) Property taxes
- (c) The following other items:

N/A

8. The following closing costs will be paid by the Seller:

N/A

9. The following closing costs will be paid by the Buyer:

N/A

10. Seller represents that it has good and marketable title to the property and will supply the Buyer with either an abstract of title or a standard policy of title insurance. Seller further represents that the property is free and clear of any restrictions on transfer, claims, indebtedness, or liabilities except the following:

- (a) Zoning, restrictions, prohibitions, or requirements imposed by any governmental authority
- (b) Any restrictions appearing on the plat of record of the property

ORIGINAL

pages 1
(12 pages)
Case # NO. 2016-
CP-32-01385

Richie Barnes
Plaintiff

Vs

James Reese
Defendant

FILED
2018 OCT 15 PM 3:08
LISA H. COMBET
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 Richie 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, black top oven & 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 Richie 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:

on ☒ 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 Richie D. Barnes
- ☒ cashier's check made payable to Richie 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-

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 -NR- under the following conditions:

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.

Richard 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 Broadview St. Columbia, S.C. 29210
☐ The manager, at the following address: _____
☒ The following person, at the following address: Michelle Barnes 144 Abbeywalk Ln. 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 Richard D. Barnes Barnes
Date Landlord or Landlord's Agent Title

144 Abbeywalk Ln.
Address

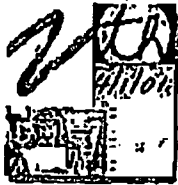
Columbia S.C. 29229 803-361-0441
City State Zip Code Phone

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



Emily J. Will, D-BFDE
Board Certified Document Examiner
P.O. Box 58552
Raleigh, NC 27658

Phone: 919-556-7414
Fax: 858-712-0803
E-mail: ewill@Odewill.com
<http://Odewill.com>

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 black ink, appearing to read "Emily J. Will". The signature is fluid and cursive, with a large, stylized initial "E".

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

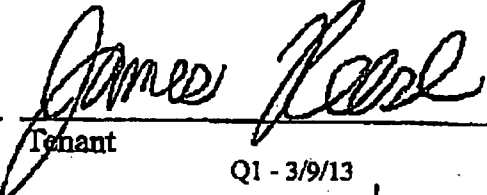
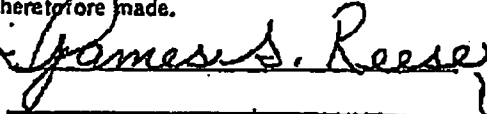
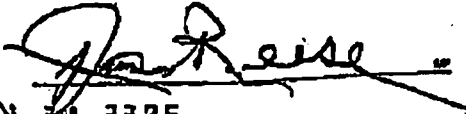
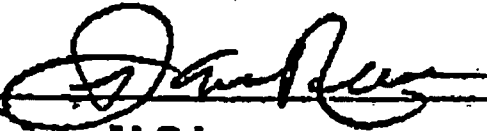
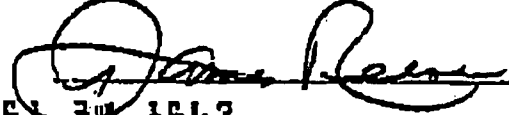
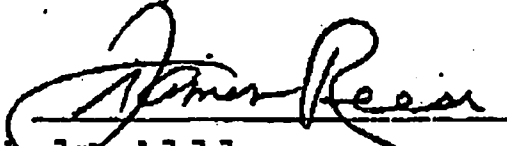
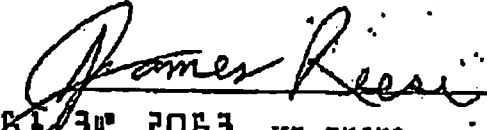
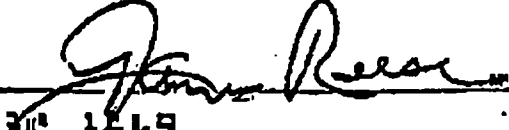
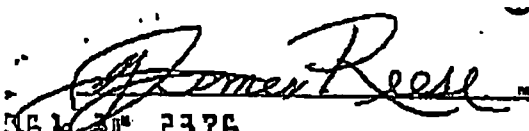
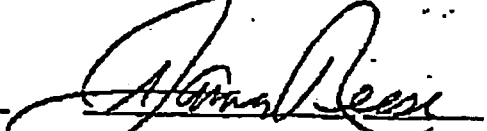

 Tenant Q1 - 3/9/13
 y of them except by written notice to said credit
 therefore made.  K1 - undated
 K2 - 7/31/12
 K3 - 8/23/12
 K4 - 3/26/13
 K5 - 6/22/13
 K6 - 6/25/13
 K7 - 7/15/13
 K8 - 7/19/13
 K9 - 8/13/13
 K10 - 9/12/13
 K11 - 1/27/14
 K12 - 2/7/14
 K13 - 2/21/14
 K14 - 4/11/14

Illustration 1 - The first questioned signature is at the top left. The second questioned signature is at the top left of Page 2 of this Illustration. The known signatures are placed in chronological order across both pages. The handwriting features of the signatures are discussed in the Observations section of this report.

Prepared by Emily J. Will, D-BFDE Illustration 1

SSOT
 James Reese
 SSOT
 Q2-3/9/13
 E 3 1837
 K15-5/24/14
 35 2 1000
 K16-7/31/14
 James Reese
 06 1 3 2502
 K17-2/11/15
 3 3 2392
 K18-3/17/15
 James Reese
 2399
 K20-4/30/15
 3 2398
 K21-5/3/15
 16 1 3 2253
 K22-6/3/15
 James Reese
 1206 1 3 1267
 K23-6/13/16
 1206 1 3 5985
 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

Game Day
on property
we sold me
James Reed

RECEIPT		DATE <u>March 9, 2017</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 Reserve</u>			
ACCOUNT		☒ CASH	FROM <u>James Reese</u> TO <u>First Bank</u>
PAYMENT	<u>1,265.00</u>	☐ CHECK	
BAL. DUE	<u>68,735.00</u>	☐ MONEY ORDER	
		☐ CREDIT CARD	
		BY <u>First Bank</u>	
		A-2701 T-46800/46802	

11 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 14th mthly payment minus \$185.00 Regime (\$515.00)

ACCOUNT	
PAYMENT	<u>\$700.00</u>
BAL DUE	<u>\$61,305.00</u>

☒ CASH

☐ CHECK

☐ MONEY ORDER

☐ CREDIT CARD

FROM James Reese TO Antonia Reese

BY James Reese

A-2701
T-46800/46802

Montgomery, W. Columbia, S.C. 29210

RECEIPT DATE February 2015 No. 297934

PAID FROM Mr. James Heese \$ 700.00 xx

Seven Hundred dollars No/xx DOLLARS

Mailage Payment minus \$186.00 regime

☒ CASH
☐ CHECK
☐ MONEY ORDER
☐ CREDIT CARD

FROM James Heese TO Billie Bruch

BY [Signature]

A-2701
T-46800/46802

Charlotte, S.C. 29210

RECEIPT

DATE Jan 1, 2016

No. 297347

FROM Mr. James Reese

\$ 700.00 xx

Seven Hundred Dollars No/100 xx

DOLLARS

Mortgage Payment minus Reserve of (\$185.00)

☒ CASH

☐ CHECK

☐ MONEY ORDER

☐ CREDIT CARD

FROM James Reese TO Lickie Barker

BY *James Reese*

A-2701

T-46800/46802

COPY

2016CP3201130

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

APPEAL FROM LEXINGTON COUNTY, IRMO MAGISTRATE

Court of Common Pleas

R. Adams Lexington County Magistrate

Case No. 2016-CV-321070447

Richie Barnes

Respondent

Vs.

James Reese

Appellant

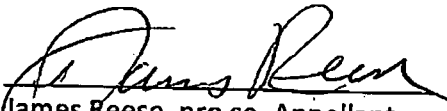
NOTICE OF APPEAL and Request for Emergency TRO

RULE TO VACATE OR SHOW CAUSE

Writ of Ejectment

James Reese appeals the order [judgment] of the Honorable R. Adams dated March 30, 2016. Appellant received written notice of this order [judgment] on March 31, 2016. See Exhibit "A" This Writ was based on incomplete information disseminated by Plaintiff-Respondent. Defendant-Appellant is not a tenant, as he is a mortgagor per the attached receipt executed by Plaintiff-Respondent, Mortgagee. Therefore this Cause of Action should have been initiated in the Lexington County Master in Equity Court. See Exhibit "B" Therefore, A Stay of Writ of Ejectment issued on March 30, 2016 by The Honorable R. Adams is hereby requested.

April 1, 2016


James Reese, pro se, Appellant
41 Canterbury Court
Columbia, South Carolina 29210
(803) 760-4387

FILED
2016 APR - 1 PM 3:50

RECEIPT		DATE <u>Jan 4, 1916</u>	NO. <u>297917</u>
RECEIVED FROM <u>Mr. James Reese</u>		<u>\$ 700.00 xx</u>	
<u>700.00</u>		DOLLARS	
☐ FOR RENT ☒ FOR <u>3rd Mortgage Payment</u> <u>and</u> <u>Balance of \$188.00</u>			
ACCOUNT		☒ CASH	
PAYMENT	<u>700.00</u>	☐ CHECK	
BAL. DUE	<u>\$ 188.00</u>	☐ MONEY ORDER	
		☐ CREDIT CARD	
		FROM <u>James Reese</u> TO <u>Lucius Brown</u>	
		BY <u>James Reese</u>	A-2701 T-16800/16802

Exhibit B

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

James Reese

Plaintiff,

vs.

Richie Barnes

Defendant.

Case No.: 2016-CR 32 01130

I certify that on this date, I served a copy of Withdrawal of Notice of Appeal in this action, dated (4/18/16) 8th, on April, 2016 by Reese and Emergency

☐ Delivering it to him/her personally;

☒ Mailing it to him/her, at his/her last known address, by depositing it in the U.S.

Mail, in an envelope with sufficient postage affixed, addressed as follows:

Richie Barnes 147 Abby Walk Lane Columbia SC 29210
803-361-0771

☒ Delivering it by commercial delivery service in accordance with Rule 4(d)(9),

SCRCP, addressed as follows:

mailed to ☒ Other: Honorable R. Adams, Jr. mag.istrate; or,
111 L. W. Street DR.
4/18/16 803-185-2384 Columbia SC 29212
Date Signature

Sworn to before me this 8th of April

2016
Butch Johnson (SEAL)

Notary Public for South Carolina

My commission expires: 4/23/2024

From:

03/18/2016 12:25

#900 P.003/014

From:

03/18/2016 12:03

#664 P.002/013

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

2016CV321070447
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE

Richie Barnes
147 Abbey Walk Lane
Columbia, SC 29229
(803) 361-0771

PLAINTIFF(S)

Vs

James Reese
41 Canterbury Court
Columbia, SC 29210

DEFENDANT(S)

Upon the application of the plaintiff listed above, which states:

Non payment of the lease amount for Feb and March 2016. As well as failure to pay property taxes for the years of 2014 and 2015.

You the defendant(s) or lessee(s) of the premises located at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code of Laws Section 27-37-10 or contact the:

Irmo Magistrate Court,

111 Lincreek Drive

Columbia, SC 29212, (803) 725-2384, within ten (10) days excluding date of service, for the purpose of showing why you and all occupants should not be ejected from these premises.

FAILURE TO VACATE THE PREMISES OR TO RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Thursday, March 17, 2016

JUDGE, Irmo Magistrate Court

Personally appeared before me, the undersigned deputy clerk, James Reese, on:

James Reese, on: being duly sworn, says that he attempted to serve the Rule to Vacate or Show Cause on

DATE TIME INITIALS

1. 3/18 1534 DW

2. _____

3. _____

DATE OF SERVICE

TIME OF SERVICE

SETTLED/DATE

VACANT/DATE

Sworn to and subscribed before me

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT:

This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

On _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

1 State of South Carolina)
 2 County of Lexington)
 3 Richie D. Barnes,)
 4 Plaintiff,)
 5 vs.)
 6 James Reese,)
 7 Defendant.)

In the Court
 Of Common Pleas
 Case No.: 2016-CP-32-01385

Transcript of Record

RECEIVED

November 5th through 7th, 2018

Lexington, South Carolina

DEC 05 2019
 SC Court of Appeals

BEFORE:

The Honorable Alison Lee, Judge, and Jury

APPEARANCES:

Leonard R. Jordan, Junior, Esquire,
 Attorney for the Plaintiff

James Reese, Pro se, Defendant

ALSO PRESENT:

Richie D. Barnes

1 MR. JORDAN: May it please the Court.

2 THE COURT: Yes, sir.

3 MR. JORDAN: Good afternoon, everyone. This
4 hopefully will be a relatively short trial and we'll get
5 out of here maybe this evening and I hope that's the
6 case, but if we have to come back in the morning, we'll
7 certainly get wound up by then. This is kind of a simple
8 case I would think but it has a lot of twists and turns
9 to it. This is a landlord/tenant matter basically.
10 Mr. Reese, the defendant, has raised other issues that
11 bring it outside of what would normally be a Magistrate
12 Court case. This case actually started in Magistrate
13 Court and it didn't get too far there because the
14 Magistrate decided he didn't have jurisdiction. The
15 reason he decided that he didn't have jurisdiction is Mr.
16 Reese claimed that there was, that he had some equitable
17 ownership interest in the property or some claim or some
18 path to ownership of the property and therefore it was
19 not a routine landlord and tenant matter and because of
20 that the case then got filed in Common Pleas Court and
21 it's pending in this court since April of 2016. Two and
22 a half years we have been waiting to get to a resolution.

23 So I want to tell you a little bit about the facts
24 and then we'll start into the testimony. But the basic
25 facts is this is a lease situation. Mr. Richie Barnes,

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1 this time we are ready to continue on with this matter.
2 Mr. Glymph, you are still under oath to tell the truth in
3 this matter. Mr. Reese, you may continue.

4 CROSS EXAMINATION CONTINUED

5 BY MR. REESE:

6 Q. Good morning, Mr. Glymph.

7 A. Mr. Reese, good morning to you.

8 Q. I apologize you had to come back another day. I
9 know you're busy. I would like to start with a couple
10 questions and then I'll proceed where we left off yesterday.
11 Mr. Glymph, were you informed by Mr. Barnes and his
12 representative Mr. Jordan that they offered me \$5000.00
13 yesterday to stop your testimony, to let you go early?

14 MR. JORDAN: Your Honor, objection. We tried to
15 settle this particular part of the case. That's
16 certainly not relevant for today's trial.

17 MR. REESE: I will show relevance in a minute, Mr.
18 Jordan.

19 MR. JORDAN: You mentioned the amount. That's what
20 makes it a problem.

21 MR. REESE: But is the amount accurate?

22 THE COURT: Mr. Reese --

23 MR. REESE: Okay. What you ask me.

24 THE COURT: Any conversations --

25 MR. REESE: Okay.

1 consecutively without fail. He meet me at the bank and
2 my wife handed him cash and he run off in the Citizens
3 with it. I was helping this man supposedly and then he
4 flip on me like this. Mr. Barnes knows that I paid him
5 consistently. He leads you to believe I didn't pay the
6 man or I stopped paying him in 2016. Let's address that,
7 Mr. Barnes. Mr. Barnes refused to take my money in
8 February 2016 after I was paying so diligently. If you
9 look at these receipts, non stop consistently every time
10 he got paid until he refused to take my money. You know
11 why he refused? Because he went out in February which
12 the evidence will show, he got a mortgage for \$30,500.00
13 the same day, not the same week, but including the same
14 month of February he got \$30,500.00 on the property he
15 sold me under contract which says contract to sell with
16 my signature and his on it.

17 He got \$30,500.00 under a government loan which was
18 a - it wasn't a FEMA loan. It was a federal business
19 loan. And I got a copy of the contract to show the
20 dates. Now, if you stop taking my payment and you say I
21 didn't pay you February the 1st, same day you closed on
22 that loan, guess what, he was intending to defraud me all
23 along because you can't just go up one day and close a
24 loan. You have to get documents, you have to get notary,
25 you got to get appraisals on the property to lead up to

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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

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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

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.

1 A. I was.

2 Q. -- saying you making assumptions?

3 A. I was there when she notarized it. I didn't see
4 when you signed. I always said I was there when she notarized
5 it because she didn't know you from boo. So when I came back
6 from the bathroom, I said, hey, right here, I introduced you
7 to her. I introduced her to you and Ujama was sitting closest
8 to her. I was sitting across from you.

9 Q. So it would be --

10 A. You had your hands covered. Hey, hey, you said,
11 Ujama, get my wallet. Get your wallet for you. He handed her
12 that thing. She notarized it.

13 Q. So would it be safe again to say, Mr. Barnes, that
14 you did not witness my signature on the lease that you and
15 I have? You made an assumption?

16 A. I witnessed your signature. I didn't witness you
17 write it.

18 Q. Say that again, sir, for the Court.

19 A. I witnessed your signature.

20 Q. Huh?

21 A. I witnessed your signature but I didn't see you
22 write it. I don't know if you wrote it before or after,
23 whatever, because I wasn't looking for that. But I know when
24 we left, you took the contract and you gave me a copy later.

25 Q. Mr. Barnes, did not your attorney establish

1 yesterday that your wife had that in her possession from the
2 date of inception --

3 A. You got to talk to him.

4 Q. -- that he got up here and told in front of the jury
5 she had it, she didn't do anything about it?

6 A. Every time I get something notarized from her, I
7 send her a copy. She don't have the original. You had the
8 original because you took it and you said you would get me a
9 copy and when you gave me my copy, I gave her a copy. She
10 never had the original.

11 Q. Mr. Barnes, can I ask you how did the Court get the
12 original filed by your attorney, the original filed by your
13 attorney into the Court from my possession and if I made a
14 copy for you, why you didn't introduce a copy and not the
15 original, sir?

16 A. Because you gave me the original. You took the
17 original and made it -- This is a lot of stuff for a place you
18 say you wasn't at. But okay. But to the person who was there
19 took the original with you and you made a copy. When you gave
20 it back, evidently you gave me the original and I made her a
21 copy. I said that she didn't have the original. I gave her a
22 copy. What we turned in if it was the original, so be it but
23 it's all the same. Now you're saying you agree with it
24 because you just say you didn't sign it. I'm confused. I'm
25 getting confused. I have got a headache. I need some

1 you and I have, supposedly had an agreement for. I never
2 signed it. That's not my signature. And the handwriting --

3 THE COURT: Is that a question that you're asking
4 him? You need to ask him a question.

5 BY MR. REESE:

6 Q. Do you know, in fact, that that is not my
7 signature?

8 A. Do I know that that's not your signature?

9 Q. Yes, sir.

10 A. I'm not no international world renowned super duper
11 handwriting expert but she notarized from your ID but, uhm, I
12 assume it's yours since you've been paying and since we're
13 here arguing over the fact that you claim that it was your
14 house and all this. But you keep saying it was yours, but you
15 never signed no paperwork, then you say -- I'm lost. She
16 notarized it with my name and your name on it. You took it.
17 Evidently you agreed with it. You took it from Chili's. I
18 didn't get another copy back from you for whatever. You gave
19 me the security deposit. You made payments up until you
20 stopped. All this is moot.

21 Q. Mr. Barnes, is it not safe to say that your attorney
22 introduced the original copy of this lease to the Court and I
23 have a copy from your attorney. I got the copy from your
24 attorney. The first time I ever saw it, he gave me a copy
25 after he forwarded it to the Court and introduced it into

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 notary procedures, I wouldn't have been in business with you
2 from the start. So, I know I left, she was there. I know she
3 saw your ID and she notarized it. I didn't even look back at
4 it. All we talked about was finish eating and give me a copy
5 but that's it. I can't say nothing else.

6 Q. Mr. Barnes, what I'm trying to establish is --

7 THE COURT: Ask a question.

8 BY MR. REESE:

9 Q. Mr. Barnes, how can you verify if you were in the
10 bathroom that I actually signed that paper if you didn't see
11 me do it?

12 A. You gave her your ID and you told her it was you.
13 Why would you - why would you tell her - why would you give
14 her your ID and say that - why would somebody give somebody
15 their ID and say that it's their signature when it's not?

16 Q. My question to you, sir --

17 A. So I assume that you did it. Why would I assume
18 that you didn't? I thought we was there for the sole purpose
19 of agreeing and signing this lease so if I signed it before,
20 if I signed it after, if you signed it before or after, the
21 whole point is we was in there agreeing that this was going to
22 be our lease. We didn't talk about no -- We talked about
23 purchase but we didn't have no documents about that. We was
24 gonna try to get through the 36 months that you didn't do.

25 Q. For the purpose of the record, Mr. Barnes, can we

1 fairly say that you just stated that you did not see me sign
2 it? You assumed that I signed it? Isn't that what you just
3 said?

4 A. Your name is on the paper so I assume --

5 Q. I didn't ask you that.

6 A. Either you signed it or your son signed it or
7 somebody signed it but the point was in the spirit we agreed
8 to a lease.

9 Q. So, Mr. Barnes --

10 A. Maybe the waiter signed it. I'm sorry. But we got
11 up, you started giving me money so I don't understand why you
12 give me money on something you didn't sign. I don't
13 understand why you give me rent money for two - two - two
14 years and you have a problem with a lease that you had a copy
15 with all the time. For me if I would have saw that somebody
16 signed my name or I wasn't in agreement, I would say, okay,
17 you forged my name on here, here go my money. You're not
18 making any sense. But I did not see you sign to answer your
19 question.

20 Q. Thank you very much. Because your wife alluded to
21 --

22 THE COURT: No.

23 BY MR. REESE:

24 Q. Did your wife allude yesterday that you were
25 standing there when she notarized my signature now you --

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 she don't normally notarize like this even though she
2 says --

3 MR. JORDAN: Your Honor.

4 THE COURT: You cannot testify.

5 MR. REESE: Oh, okay. Anyway --

6 THE COURT: You cannot testify. All you can do is
7 ask her questions. Ask the witness questions and then
8 when it's time for any closing arguments, you can make
9 any arguments that you wish to make at that particular
10 time.

11 BY MR. REESE:

12 Q. Once again, Ms. Barnes-Williams, you attest that
13 this is not the way you normally notarize a document
14 legally?

15 A. Not with just my signature.

16 MR. REESE: Thank you very much. I would like to
17 enter this into evidence, that this document according to
18 testimony just given is not the way she normally did it.

19 THE COURT: Again, Mr. Reese, you cannot
20 editorialize.

21 MR. REESE: Oh, okay. I won't editorial -- Strike
22 that please.

23 THE COURT: You can offer it into evidence.

24 MR. REESE: I would like to offer this into evidence
25 and let the jury take note, please, what was said.

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1 that document.

2 Q. Would you say it's legal for you to notarize a
3 document without a date and attest to it?

4 A. All documents that I have notarized has had dates on
5 them because I had to put the date on it myself.

6 Q. Why you attested this does not allege to the date
7 that you were supposedly have document signed this?

8 A. I wouldn't have signed anything unless I wrote the
9 entire seal out. I have to put on there sworn to this day,
10 uhm, this document was signed on this particular day and it
11 has my signature, my commission stamp and also my seal.

12 Q. Did you do that on this document?

13 A. I can't say whether it was this particular document
14 or not but this is not how I would normally conduct my
15 business as far as notarizing.

16 Q. Thank you very much. But you said this is not how
17 you normally conduct your business. What would you do again
18 now when you notarize legally?

19 A. I have to put the date in there. I have to put the
20 date in there when it was signed, I have to view the
21 signatures of, after that individual has signed it. Do you
22 have the original document?

23 Q. This is the copy of the original document that
24 Mr. Barnes entered into evidence of the Court.

25 MR. REESE: And take note that Mrs. Barnes says that

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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 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 lease agreement, I filled it out and we both signed it and had
 2 it notarized. You went and you, because I never did this so I
 3 have always gone through realtors. You said I got this. I
 4 got this. And you went to Office Max and you brought back a
 5 packet and it had three of those leases in it and I used my
 6 handwriting and I filled it out. We agreed what the terms
 7 was, we signed and notarized it. That was the lease. We
 8 never did anything about purchasing because we didn't get to
 9 that point.

10 Q. Is there anywhere in that lease that's talking about
 11 what you trying to present to the Court that said anything
 12 about a three year buy out --

13 A. Yes, sir.

14 Q. -- a balloon note anywhere?

15 A. It didn't say balloon. It said three years.

16 Q. Three years. It specified that it's a balloon at
 17 the end of the term according to real estate terminology,
 18 correct?

19 A. If you say so.

20 Q. No. Not that I say so.

21 A. Because I'm not a real estate agent.

22 Q. Because you have done many evidently with all the
 23 mortgages you got and all the money. But you present yourself
 24 as one. If you present yourself to do a contract to sell and
 25 somebody decide to buy and in your own handwriting each

1 receipt says mortgage from inception date to the last date you
2 refused to take my money, is that not true?

3 A. That's correct.

4 Q. Thank you very much for the record of the Court,
5 Mr. Barnes.

6 A. Because I wrote it on there saying it was deducted
7 from the mortgage that you were supposed to pay \$70,000.00
8 for. You got all way down to \$49,000.00 and you defaulted.

9 Q. Did it show a declining balance each time I made a
10 payment?

11 A. Every single month.

12 Q. Is that customary on a lease to show a declining
13 balance that says in your own handwriting mortgage and it's a
14 box to check rent, lease or mortgage and you never on one of
15 those receipts said morg - I mean rent or lease. It's always
16 checked as you said 32 times which is supposed to be 42, you
17 said, you checked mortgage and wrote in your own handwriting
18 mortgage. Was that in error?

19 A. On the receipts it's a regular receipt book. It
20 doesn't have lease or mortgage or anything like that. It's
21 just a regular receipt book that I have got to make sure that
22 I keep a running tab on what we was doing. There was nothing
23 else.

24 Q. The question is, in your own handwriting did you not
25 say mortgage and showed a declining balance and check the box

1 Q. It's a compound question. You were paid in advance,
2 right, Mr. Barnes? According to the rent receipt you got more
3 money than what you normally get; is that not true, fair to
4 say according to the receipt?

5 A. At that time from 185 minus, yeah. \$200.00. Yes,
6 sir.

7 Q. Okay. Now, up to that point when you said I was
8 behind even when February rolled around when you refused to
9 take the money, is it not fair to say I was paying ahead
10 anyway when you tried to do the ejectment?

11 A. 200 --

12 Q. Paying ahead, right, according to you.

13 A. \$200.00. Yes. But I never refused money from
14 you.

15 Q. And a thousand dollars, right?

16 A. That's what we talking about, the thousand
17 dollars.

18 Q. Did you go to Florida in February?

19 A. What year?

20 Q. That was 2016.

21 A. No. You went to Florida February 16th. That's what
22 you told me you was going. That's why you wouldn't pay me my
23 money when I spoke to you in the beginning of February.

24 Q. So you didn't go to Florida?

25 A. No. You was going to a motorcycle round up you told

1 take notes but what you need to do is like put your name
 2 on the note pad that you have and those notes are to be
 3 used strictly for your own purposes. You should not
 4 share those notes with anyone else. They are only for
 5 you and for what you wish to use them for in terms of
 6 refreshing your recollection and taking notes about some
 7 of the testimony that you have heard so I ask that you
 8 make sure that you keep up with those note pads. I think
 9 some of them just have a few sheets of paper in them.
 10 We'll get some additional note pads for you if you need
 11 them. Mr. Reese, you may continue.

12 BY MR. REESE:

13 Q. Mr. Barnes, in order to expedite testimony, can you
 14 tell the Court what the \$28,000.00 that you claimed you gave
 15 me from NBSC Bank was used for?

16 A. NBSC. Uhm, to answer your question, even though I
 17 didn't even, uhm, ask for that money, that was to be used and,
 18 uhm, divided up between 524 Rock Haven and 41 Canterbury and
 19 that's what led us to you offering to purchase 41 Canterbury.
 20 Uhm, I needed some work done at, uhm, my residential facility
 21 and as always you brag and boast about having the contacts of
 22 this, that, and the other thing and, uhm, you said you had
 23 people to do the flooring and the roofing and paint the
 24 outside of the facility and things of that nature so I paid
 25 you to do that. And at Canterbury you were supposed to do the

1 window, trimming, replace the windows, uh, you said you was
2 gonna put down wood floors throughout the place. You put wood
3 laminate. But, uhm, that was what all that was for. But I
4 didn't ask for it back. But when you was working on
5 Canterbury because, uhm, that's what I was doing, getting it
6 ready for sale, you asked me what was I gonna do with it and I
7 said sell it. And you said - you said I'll get it from you
8 and you said that, uhm, your son Ujama Reese and his
9 girlfriend and their baby needed a place to stay and that's
10 what lead us to one thing to another to us entering the lease
11 and we signed the lease at Chili's, Katrina notarized it and
12 you broke the lease and we're here.

13 Q. Specifically pertaining to 41 Canterbury and you
14 alluded to the Court that you have checks to prove that I
15 cashed, which I know you cannot and never will, tell the Court
16 what did I do with that \$28,000.00 for 41 Canterbury, the
17 property that's in question. We're not talking about your
18 other facility or any of that but this particular property --

19 A. The budget was \$28,000.00. You spent a majority of
20 it at 524 Rock Haven and the rest of it went to Canterbury and
21 you were supposed to repair the outside as well as lay the
22 laminate. I mean lay the wood flooring. You said, oh, you
23 want to sell? You need to get rid of the carpet put down some
24 wood. That will make it more valuable and that was it because
25 the house was in immaculate condition other than the outside

1 painting. The appliances that I left was all standard and up
 2 to date because I like that kind of stuff. I left the washing
 3 machine, drier, glass top stove, ice, water, two sided
 4 refrigerator, brand new garbage disposal. Yeah. I mean, dish
 5 washer and I had the garbage disposal. It was - it was - it
 6 was - the inside was immaculate. People loved it. The
 7 outside, like I say, the outside is the homeowners association
 8 claimed the responsibility when we paid for it but they still
 9 hit me and so I came out of my pocket to fix it and I had
 10 relied on you to fix it.

11 Q. So you trying to tell the Court, Mr. Barnes, that
 12 you gave me from five to \$7000.00 to put in the exterior of 41
 13 Canterbury when that is the responsibility of the homeowners
 14 association?

15 A. Yes, sir. Correct.

16 Q. And that you paid me to do exterior work?

17 A. Yes, sir. And interior work, the flooring.

18 Q. Did I do the exterior work on that property?

19 A. No. You did not.

20 Q. Did you inspect it for me to do any exterior on that
 21 outside property, Mr. Barnes?

22 A. I didn't care anymore. After you decided that you
 23 wanted to buy it, you said you were gonna take care of it so
 24 once you said you wanted to buy it and you signed the lease, I
 25 automatically assumed that if it's in your best interest that

page 33.1

1 A. Yeah.

2 Q. Okay. And you said in most cases homeowners do
3 that?

4 A. Either/or.

5 Q. Is that right?

6 A. Either/or.

7 Q. Either/or?

8 A. Either/or.

9 Q. So that mean either/or it could be the owner of the
10 property?

11 A. Either/or. The owner of the property or the tenant.
12 Somebody got to pay it because if the tenant leaves, then
13 whoever own the property still got to pay the regime so even
14 when you defaulted and even though you was collecting money
15 for two years and still didn't pay, I still had to pay the
16 regime. You didn't pay the regime even though you still had
17 the property all the way up until February 2018. So if you
18 the owner, why didn't you continue to pay the regime. Because
19 you wasn't the owner. I was the owner. And to this day I
20 still pay the 185 the first of every month to the regime
21 company located on North Main Street. So yes, I am the owner.
22 I pay the regime. When you was the tenant and when you was in
23 it, I was getting the regime from you because you were
24 receiving because that's the agreement we had.

25 Now, you could have said no. You could have said

1 that but you chose to and because of that I took the regime
 2 from you and I took it from the so-called mortgage that I was
 3 taking from you and yeah. But when you abandoned the
 4 property, the regime kept going and since I'm liable and
 5 that's who they, every time something was wrong with the
 6 house, they sent it to me because I'm the owner. They never
 7 sent you anything. I got letters when they complain because
 8 I'm the owner. I'm the owner of record. So they sent me the
 9 complaints. They send me the bill. They never sent you
 10 anything because you're not the owner. You never was. The
 11 deed has always been, all those so-called mortgages you want
 12 to call, liens or whatever, your name ain't on nothing. Why?
 13 Because you never owned it. You only own stuff once you
 14 purchase it. You trying to tell these people I gave you
 15 whatever, a \$40,000.00 home for free.

16 Q. \$70,000.00.

17 A. Relying on - relying on -- \$70,000.00, relying on
 18 you to pay me and then you abscond and now I'm out of a home?
 19 No. You was supposed to pay and you paid the regime. When
 20 you defaulted and left, I continued to pay the regime.

21 Q. Didn't we show on the court record earlier, sir,
 22 that the property according to Lexington County Tax Office
 23 Assessor's registered and certified this morning that the
 24 property is worth \$40,000.00?

25 A. It could be worth \$25.00.

1 discussing the execution of the residential lease and I wanted
 2 to ask you about this \$70,000.00 purchase price, okay? That's
 3 not something that would be in a lease ordinarily. Where was
 4 information regarding the purchase price enrolled or written
 5 down?

6 A. That's what he brought to the restaurant that night
 7 because when I told him 93,000, he said he did some searching
 8 online about taxes and something and said the property was
 9 worth 70,000 so I told him I'm not nitpicking. We'll due
 10 70,000.

11 Q. And there wasn't a signed document that was entitled
 12 option to purchase or something of that nature?

13 A. The lease agreement that was signed and notarized
 14 that night at Chili's.

15 Q. Well, it doesn't have anything about an option to
 16 purchase in it. Where did you get that information?

17 A. That was my stipulation. But like I said, I never
 18 really did this. I just told him like, hey, we'll do a lease
 19 to purchase, three years, you can buy it.

20 Q. Okay. And the purchase price was \$70,000.00?

21 A. Yes, sir. He talked me down to that.

22 Q. Was he getting any credit against the monthly
 23 payment?

24 A. Yes. Exactly.

25 Q. Explain that.

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1 BY MR. REESE:

2 Q. Anything on it with Richie Barnes' name on it and
3 your signature both written the same way and dated and
4 witnessed, can you tell the Court if this not a description of
5 your signature?

6 A. First of all, there's two different dates.

7 Q. Either date, whatever date.

8 A. And like I said yesterday --

9 Q. Your signature is what's in question.

10 A. And as I said yesterday, this is my signature but it
11 has been copied and paste and you can look at it and tell it's
12 blatantly been copied and paste as well as, this one is dated
13 March 9th, 2013. That's the same date that we did the lease.
14 March 9th, 2013 when we sat in Chili's and we had it
15 notarized. Why would I sign something like this the same time
16 I signed the lease that was notarized and I have it notarized
17 on this? That doesn't make any sense. But I would agree in -
18 in - in - in terms of what this last one that says the balance
19 is \$49,780.00 even though that's copied and paste, but I say,
20 yeah, if that's what you want to say. But the whole point is
21 I'm not gonna argue with you about these signatures. The
22 point is even under that you violated.

23 Q. My question to you, sir, does this depict or
24 represent your signature? That's a yes or no.

25 A. It been copy and pasted but that's my signature.

1 second.

2 BY MR. REESE:

3 Q. Mr. Barnes, Mr. Richie Barnes, same thing that you
4 said was copied and paste on an original ink, pencil or pen.
5 Is that your signature, sir? No copy and paste. Original.

6 A. That is my signature.

7 Q. Thank you very much.

8 A. But not --

9 Q. I would like to get it --

10 A. But - but - but - but that, that's not what you was
11 asking me.

12 Q. Okay. What did I ask you?

13 A. I told you I agree with the \$49,780.00.

14 Q. That wasn't the question. The question is, is this
15 your original signature and is this an exact copy of what we
16 presented to you just now that you denied ever being yours
17 that you said with the same witness and the same position that
18 you said was copied and paste?

19 A. And I stated --

20 Q. You forgot the original went to the Court.

21 A. And I still say that. That's copy and paste because
22 I didn't write it on the line. I write on lines. And I
23 didn't sign a mortgage agreement. That's the main thing. So
24 whether it's written on the line or whatever, I did not sign a
25 mortgage agreement with you. We are still dealing with the

1 signatures on here are your signatures.

2 Q. Thank you very much. This original, do it appear to
3 be cut and paste?

4 A. No. It cannot be cut and paste because you cannot
5 move ink from one page to another page so there would have to
6 be some sort of printing process or copying process involved
7 to make a cut and paste or an actual cut and tape on which I
8 have seen that, too, so that cannot be a cut and paste.

9 MR. REESE: Thank you very much. Thank you, Your
10 Honor. I'll give the Court back the original copy, the
11 stamped original. Thank you very much.

12 BY MR. REESE:

13 Q. Miss Emily, on the documents that we passed out to
14 the jury, the document that we passed to the jury, would you
15 once again explain to them how you can identify to the Court
16 that that is not my signature in the Q1 example for 3/9,
17 that's dated 3/9/2013 off of that residential lease?

18 A. Certainly. I'm sorry you're not all looking at it
19 at this moment but when you see it, you will notice that it's
20 two pages and on each page the top row left and middle columns
21 have the two signatures that were in question for me in this
22 case. That's why they are called Q1 and Q2. The others are
23 labeled K1 through 24, and K means known and they are arranged
24 chronologically. The known signatures are arranged
25 chronologically. So on the first page I did put some arrows.

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- 1 A. That's not the same page.
- 2 Q. Sir, what does that say?
- 3 A. Seller.
- 4 Q. What does that say?
- 5 A. Buyer.
- 6 Q. Whose name is by the seller?
- 7 A. Somebody wrote my name.
- 8 Q. No. I said whose name is by the seller? I didn't
- 9 ask you who wrote it.
- 10 A. My name.
- 11 Q. Whose name is this by the buyer?
- 12 A. Ujama Reese.
- 13 Q. By the - by here?
- 14 A. I can't read your writing. For 3/19/13 when we had
- 15 the lease. But I didn't do this paper. I didn't do -- You
- 16 added a page to something else that says you was trying to buy
- 17 the house. But like I said, I'll give it to you. If you want
- 18 to use that, hey, I acquiesce. But you still defaulted on
- 19 it.
- 20 Q. No. Don't say -- We didn't get to that point yet.
- 21 We'll get to that part, and we'll add everything up totally in
- 22 a minute.
- 23 A. Okay. Okay.
- 24 Q. The question is, is this - is this --
- 25 A. Yes.

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:

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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 association who is ever the person that's dwelling in the
 2 place, they're responsible for the homeowners association or
 3 it could be the owner but that's the agreement. You and I had
 4 an agreement. That's why you paid me for two years.

5 Q. Mr. Barnes, I will agree with you on that.

6 A. Thank you.

7 Q. Since I was the owner and you said the owner pays
 8 regime fee, correct? Isn't that what you just said?

9 A. I said owner and -- Why you repeat what you want to
 10 hear. I said owner and tenant. It's between what they agree.
 11 What they agree.

12 Q. Do we have anything in writing other than on the buy
 13 and sell agreement that I just showed you from the Judge on
 14 the original that says I'm gonna pay regime? Isn't that
 15 included in there, sir?

16 A. No. But I told you that you were gonna pay that.

17 Q. Do I need to get that from the Judge again to show
 18 you the original?

19 A. It says it? Well, if it says it.

20 Q. It does.

21 A. Well, the you paying regime out of pocket.

22 Q. And on the receipts, and in your own handwriting on
 23 the receipts doesn't it say regime?

24 A. Yes, it does.

25 Q. I signed it, you signed it?

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. 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

1 A. Yeah.

2 Q. Can you tell the Court what size or what damage was
3 in the hall? Is in the hall? Let's put it that way.

4 A. What size is the hole?

5 Q. Yes. If you want to call it a hole or damage. You
6 said damage.

7 A. It's about maybe an eight inch hole.

8 Q. An eight inch hole in the wall. Can you tell the
9 Court how much will it cost to repair an eight inch hole in
10 the wall and what procedure you will use?

11 A. Square the hole up, put another piece of Sheetrock
12 in, tape, mud, prepare it, tape and mud it.

13 Q. Can you tell the Court how much - will you tell the
14 Court how much it will cost to repair that hole?

15 A. There's another procedure that takes place that's
16 left entirely with the owner that once you replace the
17 Sheetrock. Now do I need to paint it, prime the Sheetrock and
18 paint it?

19 Q. The question is, put a different way, in your
20 estimate that you have already testified for, what is in your
21 estimate that you can read to us that it's gonna cost to
22 repair that hole in the wall which is eight inches?

23 A. Repairing that wall is included in that total price
24 of painting the interior of the house.

25 Q. Will you tell us how much that particular hole in

1 the hall will cost us even though it's included?

2 A. Somewhere between 150, \$200.00.

3 Q. Thank you. We make note of that. Let's proceed
4 through the house to the - it's only three more rooms left so
5 let's proceed to the first bedroom on the right. What do you
6 have to repair in there, sir, in your written estimate that
7 you had left in the Court, not what you did last night but
8 already presented? It was in the exhibit. Are you reading
9 from the exhibit?

10 A. What exhibit?

11 Q. The one that we left in court last night.

12 A. I have the same thing. This is what I brought with
13 me which is the same that I think the Court has. That work
14 for you?

15 Q. That will work. Proceed with answering the
16 question. It's already been prepared that you can show me
17 where you already included that item in the price. If you
18 don't have it, sir, just say you don't have it.

19 A. I can't find it on here.

20 Q. Okay. So make evident that hall has not been
21 included in the original estimate.

22 THE COURT: You're editorializing again. Ask a
23 question.

24 BY MR. REESE:

25 Q. So it is fair to say, sir, that it is not included

1 in the breakdown of your 45 to \$48,000.00 worth of damage?

2 A. You're saying the bedroom on the right?

3 Q. Yes, sir.

4 A. The only thing on the bedroom on the right I saw in
5 there was the door was hung upside down, the entry door is
6 hung upside down. It just has to be flipped around. But
7 other than that I didn't write anything else on that
8 bedroom.

9 Q. So that room is good. In the master bedroom, sir,
10 can you give us a breakdown of the cost of repairs in that
11 bedroom? It's in your original estimate that you presented to
12 the Court on yesterday.

13 A. I have this in front of me. I don't have anything
14 on that bedroom.

15 Q. There is a master bathroom in there.

16 A. Yes.

17 Q. Can you tell the Court what kind of repairs did you
18 have to do in the master bathroom --

19 A. We're gonna replace --

20 Q. -- that's in your estimate original?

21 A. We was gonna replace the commode, the vinyl floor
22 covering, the vanity cabinet, the top for the vanity cabinet,
23 the faucet, replace the tub, replace the medicine cabinet,
24 install a toilet paper holder, tile bar mirror, install
25 baseboard and shoe mold.

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1 Q. Is the mirror in that house damaged?

2 A. I don't know.

3 Q. Sir?

4 A. I don't know.

5 Q. You don't know but you were asked to replace it. Is
6 the toilet damaged in that house, sir, in the master
7 bedroom?

8 A. There was no water in the house. There is no way to
9 test it.

10 Q. But you gonna replace that. You said the vanity.
11 Is the vanity damaged to the point where it has to be
12 replaced? It's a wall to wall vanity. Is it torn down or
13 distorted in any form or fashion according to your estimate?

14 A. I can't recall.

15 Q. There are two other small rooms. The laundry room.
16 What kind of damage is in that laundry room?

17 A. There's a big hole in the floor.

18 Q. What would the hole have come from --

19 A. I don't know.

20 Q. -- from your estimate?

21 A. Probably water damage. That's just -- I don't know
22 who put the hole there or how the hole got there. There's a
23 hole in the floor.

24 Q. What size hole is in that floor?

25 A. It's enough for a man to crawl through.

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1 particular room?

2 A. \$1200.00.

3 Q. \$1200.00. Make note. Let me see if we covered the
4 whole house. Oh, there is a restroom in there which is a half
5 bath. What kind of damage is in that room?

6 A. We're gonna remove and replace the vanity, vanity
7 top, the faucet, the commode, the HVAC register and install an
8 exhaust fan, install a lock set, mirror, medicine cabinet,
9 seal and paint the walls.

10 Q. Is there or was there a mirror in that small half
11 bath?

12 A. I don't know. I can't recall what was there.

13 Q. So you just know you were asked to put a mirror in
14 there, right? Was there a vanity in that small restroom?

15 A. It says remove and replace so I assume one was
16 there.

17 Q. What kind of condition was that vanity in?

18 A. I don't recall.

19 Q. You don't recall. Is there a toilet in that room?

20 A. Says replace one so I guess one was there.

21 Q. We don't want you to guess. We want you to give
22 your expert opinion. You're doing a lot of guessing.

23 A. Listen, Mr. Reese, I was there at that house back in
24 April. I was just there to do an estimate. I met with the
25 homeowner. He asked me to write up an estimate on the things

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1 realize and hear today as we broke down each room it was
2 presented to this Court that this house has been damaged
3 to the point that it was unbearable, intolerable and
4 needed to be rebuilt at \$45,000.00 which his professional
5 estimate gave us and I'm just trying to get for the Court
6 knowledge --

7 BY THE WITNESS:

8 A. Well, the --

9 MR. REESE: Excuse me, sir.

10 BY THE WITNESS:

11 A. You need to ask me that question.

12 MR. REESE: -- how we got to \$45,000.00.

13 BY THE WITNESS:

14 A. What question did you ask me?

15 BY MR. REESE:

16 Q. The question is --

17 A. Yes, sir.

18 Q. -- with what has been said were you asked to go in
19 there and assess the damages of the house or were you asked
20 assess and to add and remodel the house?

21 A. I was there to prepare an estimate for the work he
22 had asked me to do.

23 Q. Thank you very much.

24 A. Allow me to finish.

25 Q. Okay.

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1 A. Where is this located at? This is coming into the
2 living room as you walk in the entry door. What's this?

3 Q. That's the bedroom, sir.

4 A. That's the entry door right here, front door coming
5 into the house.

6 Q. Okay.

7 A. That door there.

8 Q. Okay.

9 A. Tell me what's this right here? That's paint?

10 Q. If you can't tell me, sir. I just wanted to show
11 you the pictures of the room. Take your time.

12 A. I'm just telling you, you trying to show me a hole
13 in the wall and this is the front door as you walk into the
14 house.

15 Q. Was there a hole in the front door when you walked
16 in the house?

17 A. There is no hole in the front door. The door down
18 here is damaged at the bottom.

19 Q. Is that interior door or an exterior door?

20 A. Exterior door.

21 Q. Thank you. We are not referring to the exterior so
22 we'll take that out. The glass sliding door that you alluded
23 to that you gonna replace, was it cracked or broken?

24 A. I don't believe so. It's just old and need to be
25 replaced.

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1 the water off and from there then I went through the house a
2 little more. Saw that the carpet had been taken up and all
3 that. I saw the carpet was taken down when I came in and saw
4 the living room and the hallway because I know there was brand
5 new carpet put in there when Richie moved back in there.

6 Q. Okay. And did you notice that anybody had done
7 anything with the water meter?

8 A. Yes, sir. Usually when the water get turned off and
9 nobody paying the bill, they usually put a lock on it so they
10 must have had a lock on it and somebody broke the lock off of
11 it.

12 Q. Was the purpose of breaking the lock off so they
13 could turn the water on?

14 A. Yes, sir.

15 Q. Okay. But at the time you went there the water was
16 already off or was it something you had to turn off?

17 A. I turned it back off because somebody had turned it
18 on.

19 Q. All right. And then when, back in the spring of
20 this year when you were at the house, did you make any repairs
21 to the house?

22 A. Yes. I put a lock on the sliding door and I put a
23 lock on the back door.

24 Q. Was the front door locked all right?

25 A. Yes, sir.

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1 brand new carpet I cleaned it with the carpet machine. He got
2 brand new carpet when they first moved back in. The second
3 time he moved back in there, he got new carpet. I was there
4 when the man put the carpet and the tile in there.

5 Q. So you trying to say when he moved out --

6 A. The carpet was brand new.

7 Q. No. When he moved out, the carpet was in bad shape
8 to it had to be replaced?

9 A. No. He's - he - he's a neat freak.

10 Q. So why did he replace the carpet if it didn't need
11 it?

12 A. He's a neat freak. That's why.

13 Q. So he's a freak, a neat freak that whether it needs
14 it or not he replaces stuff, right?

15 A. If he feels that if it's dirty to him, yes, he will
16 do that.

17 Q. So whenever he feels like something needs to be done
18 whether it's needed or not, he has a situation --

19 A. He's not -- No --

20 Q. Excuse me, sir. -- he's got a situation, a
21 condition where he thinks it's got to be redone whether it
22 needs it or not?

23 A. If it don't meet his standards, yes, he will do
24 something about it.

25 Q. According to his standard. Have you done any other

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1 Q. Because he said he went there yesterday as well.

2 A. I wasn't with him.

3 Q. Did you see him there?

4 A. I did not.

5 Q. You said it appears that somebody went in and they
6 put the stove and refrigerator back in the house, is that
7 true? Is it back in there now?

8 A. Yeah. It's there. It wasn't there initially but
9 something is there now.

10 Q. But you did hear your husband testify yesterday that
11 somebody had stolen the equipment out of the house?

12 A. That's because as I said when we went, there wasn't
13 anything there.

14 Q. If somebody -- Well, the holes in the walls, are
15 they still there as they were in April?

16 A. One of the big holes is in the bedroom wall and the
17 hole that was in the living room, I didn't see it there.

18 Q. The hole that was covered in the laundry room, is it
19 in the same condition that it was when you were there in
20 April?

21 A. The hole was exposed. When I went yesterday, it
22 looked like somebody tried to staple some type of linoleum
23 type thing on the hole.

24 Q. Was it wood under the hole covering that hole under
25 the linoleum?

1 A. How would I know that?

2 Q. Did you touch it to see if it was still spongy like
3 you did the first time?

4 A. All I did was tap it so that I don't fall through.
5 I couldn't tell what was under there. I'm not a construction
6 worker.

7 Q. You don't have to be a construction worker, ma'am,
8 in order to know --

9 A. All I know is there was a big hole --

10 Q. Was?

11 A. -- initially.

12 Q. Okay.

13 A. I was not gonna take my chance of putting my foot on
14 there all the way in but I know there was a hole there.

15 Q. So right now your statement is there was a hole but
16 now there is not a hole?

17 A. I don't know. I don't know if there is a hole
18 underneath that. Like I said, I kind of just tapped it a
19 little bit to see if I would -- I couldn't tell what was under
20 there. All I know is that there was a hole there and now
21 something is covering it. That's all I know.

22 Q. That something that's covering it, was it glued or
23 just laying there?

24 A. I don't know. I did not pay that much attention to
25 it. All I know is that something is sitting on top of the

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1 hole.

2 Q. So is it fair for you to say you don't know because
3 you really didn't examine it?

4 A. I'm not an examiner. I didn't go there to examine.
5 I just went to refresh my memory. When I saw how you were
6 badgering the other people yesterday, I said, well, I don't
7 remember details. Let me go back and look. When I went back
8 and looked, I can see that everything was different. I don't
9 know who was in there. That's not my business. I don't care.
10 That's, Richie deals with that. He handles all of that so I
11 asked him did he know of anyone going in there and doing
12 work.

13 Q. If it's not your business and you don't deal with
14 that, why are you on the stand this morning?

15 A. Because I'm his witness. I went - I went in the
16 home. I'm here to tell about what the home looks like.
17 That's why I'm here today.

18 Q. Ms. Barnes, how long did you live in that house?

19 A. For about a year and a half.

20 Q. Did y'all have to do any repairs to it while you
21 were there?

22 A. No. We did not.

23 Q. So when you left there in 2013, was the house in
24 good condition?

25 A. It was in great condition.

1 whatever the balance was remaining was supposed to go towards
2 fixing and cleaning the house that we lived in.

3 Q. Ms. Barnes, you just stated the house was in
4 immaculate condition when you left there. Why would he give
5 me \$28,000.00 to repair it after you left it in immaculate
6 condition?

7 A. You was already in there, whoever was in there, and
8 he was paying for work to be done in there just to get things,
9 like he said, the carpet, the dog had chewed the front carpet
10 so he was gonna replace that but you said you would put down
11 wooden floors.

12 Q. So after you examined the house in good condition
13 when you left, then all of a sudden are you saying that he
14 gave me money after I bought the house to come in to do my
15 repairs?

16 A. I don't know what y'all business thing was and for
17 me to actually word whatever y'all had going on I don't
18 know.

19 Q. So is it fair to say you cannot give accurate
20 testimony this morning that the house did need the \$28,000.00
21 worth of repairs?

22 MR. JORDAN: Your Honor, he's coming up with this
23 \$28,000.00 number that was completely testified the
24 opposite of that yesterday.

25 THE COURT: I think that the jury heard the

1 back to you and you can begin your deliberations at that
2 time. So at this time I'm gonna ask that you retire to
3 the jury room and wait for further instructions before
4 you begin any deliberations.

5 (Whereupon, the jury entered the jury room at 7:10
6 p.m.)

7 THE COURT: All right. Are there any exceptions or
8 anything I need to revise by the plaintiff on my charge?

9 MR. JORDAN: Your Honor, that was an extremely
10 thorough well done charge and we have no changes.

11 MR. REESE: I agree, Your Honor. That was
12 excellent.

13 THE COURT: All right.

14 MR. REESE: And a fair charge.

15 THE COURT: Thank you. If you all will come and
16 look at the exhibits one more time to make sure they're
17 all there. And look at the verdict form one more time to
18 make sure it's acceptable and then we can send it back to
19 the jury and it's in their hands.

20 (Whereupon, the verdict form and exhibits were sent
21 into the jury and deliberations started at 7:20 p.m.)

22 (Jury question at 8:55 p.m.)

23 BAILIFF: All rise.

24 THE COURT: Please be seated. I have received a
25 note from the jury. It says, in the counterclaim who is

1 MR. JORDAN: I kind of see what they're asking
2 because he's the plaintiff.

3 THE COURT: Right.

4 MR. JORDAN: But so you might be just put as a
5 defendant put Reese or Barnes right next to it and that
6 would probably clarify it.

7 MR. REESE: Your Honor, their question stated who
8 has the counterclaim?

9 THE COURT: It says in the counterclaim who is the
10 defendant and I don't know --

11 MR. REESE: In the counterclaim who is the
12 defendant.

13 MR. JORDAN: I think it's a good question, Judge.

14 THE COURT: Yeah. It is. They just need some
15 clarification.

16 MR. REESE: So who is the defendant in the
17 counterclaim?

18 THE COURT: He's the defendant in the counterclaim
19 but you brought the counterclaim so on my verdict form
20 when I wrote defendant, I met you because I put your name
21 first and I should have written we unanimously find for
22 defendant and then I should have put your name James
23 Reese so that it would be clear.

24 MR. REESE: So when you answer that, you're gonna
25 put I am the defendant?

1 responsible for. That's the way that agreement worked.
2 And the second agreement, the agreement to sell real
3 estate, and there are two agreements that y'all have to
4 decide on which one counts. The second agreement, the
5 agreement to sell real estate again has nothing in there
6 about occupying this property. It doesn't have anything
7 to do with the fact that or according to this contract
8 for 12 years, you know, somebody is going to be paying
9 \$70,000.00 at \$486.11 per month. But it doesn't say,
10 well, do they get to buy it? Do they get to move into
11 the property in the mean time? It doesn't say that.

12 And we have had a lot of discussions obviously over
13 the three days about what the deal was but I don't think
14 there is any question that the residential lease is the
15 part of this transaction that is pretty much
16 indisputable. Not only is it completely legitimate on
17 its face but that's exactly what was performed by Mr.
18 Reese and Mr. Barnes. \$700.00 a month was paid. I mean,
19 it wasn't like clockwork but it was regular so, I mean,
20 that was not really something that was really an issue,
21 okay?

22 But the main thing is Mr. Reese obviously at some
23 point in time decided he didn't want to buy this property
24 anymore. I mean, it had gotten so wrecked and trashed
25 and just devastated, why in the world would he want to

1 could also determine that it was, in fact, signed by
2 Ujama Reese. I mean, the two signatures, and y'all have
3 had the opportunity to compare them already, but I want
4 you to make sure you look at it again when you go back in
5 to deliberate. But there's no question, couldn't be any
6 question in your mind that Mr. Reese's son signed his
7 name for him when that document was signed.

8 Now, you also heard the testimony from the notary
9 public that she got Mr. Reese's, this Mr. Reese, got his
10 driver's license to determine that was him that she was
11 notarizing. Mr. Barnes indicated that he was, had gone
12 to the bathroom and didn't actually see the signature so
13 from that perspective anything could have happened. But
14 I think the logical conclusion would have to be that
15 James Reese asked his son to sign for him. He might have
16 had some ulterior motive for that but it's probably
17 innocent, you know. Eating chicken wings, didn't want to
18 mess up the paper or something. Who knows. But at the
19 end of the day that document clearly can be shown to have
20 been signed by Ujama Reese for James Reese and it really
21 doesn't matter in any event. I mean, the residential
22 lease was the agreement of the parties. Mr. Barnes gave
23 possession of his house to Mr. Reese, gave him the keys
24 and the only thing he expected to get was \$700.00 a
25 month.

1 Now, There's some discussion about homeowner
2 association charges and I think there's some confusion
3 during that back and forth on the witness stand but Mr.
4 Reese never paid any homeowners association assessments.
5 Mr. Barnes paid every one of them. All Mr. Reese ever
6 paid and he paid it fairly regularly was \$700.00 a month
7 and that was the rent amount specified in the lease. It
8 also specified that \$1400.00 which we all acknowledged
9 that he paid went to a security deposit for Mr. Reese
10 and, you know, typical leases have a security deposit and
11 in our calculation have given Mr. Reese full credit for
12 \$1400.00 in calculating the damages to the particular
13 house.

14 But when I first stood before you, I told you that
15 Mr. Reese was going to do his best to confuse you. And
16 I'm pretty certain that he has or I'm hoping he hasn't
17 frankly but he certainly made an effort to prove that the
18 agreement he had was a mortgage. There is no evidence of
19 any mortgage that's been put in the record here between
20 Mr. Barnes and Mr. Reese. It never happened. It was
21 just a word, a misstatement by Mr. Barnes on his receipt
22 book that it was a mortgage payment but that certainly
23 lends credence to the fact that there was not just a
24 lease, there was an option to purchase because he was
25 trying to give an indication in the receipt book of how

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1 Q. Can you attest to the condition of the living room
2 of the interior of the house?

3 A. The only thing I can recall is the house was
4 trashy.

5 Q. I'm talking about physical wise, sir. From a
6 contractor's point of view.

7 A. Trashy.

8 Q. I'm not worried about trashy inside. I'm wondering
9 about, what I'm asking for, the living room when you walk in
10 the front door, describe that house and what you got to do to
11 it? Just the living room. That's all I want to know.

12 A. I couldn't describe the living room to you. I was
13 only there for about an hour.

14 Q. You were only there for an hour but you gave a
15 \$45,000.00 estimate, sir?

16 A. Yes, sir.

17 Q. So you had to do some measurements and pictures?

18 A. I did. I did.

19 Q. Do you have pictures?

20 A. No. I don't have pictures. I saw some being passed
21 around here.

22 Q. No. I'm not talking about that.

23 A. I don't have any pictures, Mr. Reese. Because I'm
24 not gonna get into in a badgering contest with you.

25 Q. I'm not gonna badger you, sir. I promise. I just

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1 recall no appliances being in that house.

2 Q. What's wrong with the sink that's there, sir, that
3 you gonna replace it?

4 A. I don't know if there's anything wrong with the
5 sink.

6 Q. But you gonna replace it?

7 A. I'm a contractor, sir. If you ask me to replace it,
8 I replace it.

9 Q. So you were asked to do these things whether they
10 needed to be done or not. Is that fair to say?

11 A. People does it everyday.

12 Q. I'm not talking about what people do. I'm talking
13 about this instance.

14 A. What do you mean?

15 Q. Were you just asked to do the repairs --

16 A. You're asking me to go in there and examine the sink
17 and tell him he don't need one? Is that what you're asking
18 me?

19 Q. Yes, sir.

20 A. No. I don't do that, sir.

21 Q. Can you tell us what your total came up to for
22 kitchen repairs, not the appliances, but just the repairs, the
23 goose neck?

24 A. \$10,500.00.

25 Q. So to screw that goose neck for \$3.00 you gonna

- 1 charge him --
- 2 A. You forgot the --
- 3 Q. Oh, yeah. The granite counter tops.
- 4 A. Cabinets.
- 5 Q. And the cabinets.
- 6 A. Yeah. Painting.
- 7 Q. You gonna paint the new cabinets?
- 8 A. Yes.
- 9 Q. Is that part of the estimate?
- 10 A. Yes, sir. Here's mine if you want to read it.
- 11 Q. No. I don't want to read it. What kind of
- 12 condition was the cabinets in that they had to be replaced?
- 13 A. Where are your pictures?
- 14 Q. I'm not talking about the pictures. What you saw.
- 15 You're the expert witness. You're the expert witness. Answer
- 16 the question.
- 17 A. I don't recall what those cabinets looked like.
- 18 Q. You don't recall.
- 19 A. The house was so nasty.
- 20 Q. We're not talking about the cleanliness of it right
- 21 now.
- 22 A. I'm just - I'm giving you facts. I'm not gonna be
- 23 running around and chasing roaches. I don't do that. I'm not
- 24 going to open cabinet doors and roaches jumping all over me.
- 25 I don't do that.

1 Q. It would be fair to say because it had roaches you
2 didn't examine to see if they were in any kind of condition?
3 Would that be fair to say that?

4 A. Listen, mister, I value my health. I value it real
5 well. Now, I'm in a nasty place and I'm being very careful
6 where I step. I'm not trying to stay in this place too long.
7 I don't want to become sick. Now, the entire house --

8 Q. We haven't gotten to that part, sir. Stick to
9 directly what I asked you.

10 A. Allow me to finish.

11 Q. Okay, sir. Go ahead.

12 A. The entire house was in such disarray and stink so
13 bad you had to open up all the doors just to get some of the
14 stink out of there so you could go inside the house.

15 Q. Can you tell me what kind of odor was in the
16 house?

17 A. I can tell you I know it smelled bad. You had to
18 open the doors, let it breathe a little bit, then go inside,
19 then you can't stay in there but for so long because it
20 stinks.

21 Q. What do it smell like, sir?

22 A. Feet and ass. That's all I can say.

23 Q. Okay. Would you tell us again excluding the granite
24 counter tops and excluding the cabinets, how much would those
25 repairs come up to?

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

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

12 MR. REESE: So what does that mean?

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

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2016-CP-32-01385

Richie D. Barnes,)
)
Plaintiff,)
)
-vs-)
)
James Reese,)
)
Defendant.)

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PARTIAL
SUMMARY JUDGMENT**

This matter came for hearing before me on January 3, 2018, attended by Leonard R. Jordan, Jr., attorney for Plaintiff, and Thomas E. Mosley, attorney for Defendant.

After considering the arguments of counsel, I make the following findings and conclusions.

1. Both Plaintiff and Defendant deny the other's position regarding the actual contract between them having to do with certain real property known as 41 Canterbury Court, Columbia, South Carolina. The existence of various contracts has been alleged, but other than two written documents (identified below), each being produced by one of the litigants and denied by the other, there is no signed memorandum of any of these alleged contracts.

2. This case involves a lease of real property, an option to purchase real property and Defendant's claim to an equitable interest under an installment land contract or "as a buyer with a mortgage,"¹ each contract extending beyond one year, all of which come within the Statute of Frauds, S.C. Code Ann. §32-3-10(4) and (5);² and any action involving the subject real property,

¹ Defendant's Answer to Amended Complaint, para. 10; Defendant's Response to Motion for Partial Summary Judge (sic), p. 1

² No action shall be brought whereby: . . .

(4) To charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them; or

(5) To charge any person upon any agreement that is not to be performed within the space of one year from the making thereof;

Unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in

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which action seeks to enforce an oral contract, fails under the Statute of Frauds. The party seeking to enforce a contract has the burden of proving the existence of a sufficient writing in order to avoid the bar of the Statute of Frauds; and as no sufficient writing, other than the two written documents (identified below), has been produced by either party, I conclude that any and all alleged contracts, other than the said written documents, are barred by the Statute of Frauds.

3. There is no dispute that Plaintiff is the fee simple owner of the subject real property or that such property was previously the subject of a lease and a purchase option or agreement of some sort.

4. While there is a dispute as to the validity of the two written documents purportedly signed by Plaintiff and Defendant, to wit: (a) Residential Lease, dated March 9, 2013 (touted by Plaintiff);³ and (b) Agreement to Sell Real Estate, dated March 9, 2013 (touted by Defendant),⁴ copies of which are attached to Memorandum in Support of Plaintiff's Motion for Partial Summary Judgment filed on January 2, 2018, these are the only written documents which have any potential relevance in this case.

5. The Residential Lease (offered by Plaintiff), by its terms, expired on March 9, 2016; and the Agreement to Sell Real Estate (offered by Defendant), which required Defendant to make 144 monthly payments to Plaintiff, is, according to Plaintiff, terminated due to Defendant's breach of the payment requirement.

6. While Defendant has denied that he defaulted in making payments,⁵ he has failed to present any evidence whatsoever to demonstrate that any payments required to be made by him were timely tendered to Plaintiff after January or February 2016. Defendant has also failed to

writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized.

³ Amended Complaint, para. 5

⁴ Defendant's Answer to Amended Complaint, para. 10

⁵ Id., para. 3.d.

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produce either an installment land contract (if different than the said Agreement to Sell Real Estate) or a deed to him and a mortgage from him to support his claims to have an equitable interest in the property.

7. There is also no dispute that Defendant has made numerous monthly payments to Plaintiff (based upon some contract or understanding regarding the subject real property) or that he has made no payments to Plaintiff after January or February 2016.⁶ Defendant acknowledged that Plaintiff declared a default on the agreement on February 5, 2016.⁷

8. I further conclude that Defendant is in breach of the payment terms of any contract between Plaintiff and Defendant having to do with said real property.

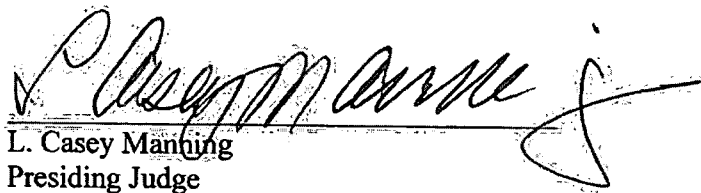
9. I therefore conclude that there is no genuine issue of material fact in dispute, which would permit Defendant to continue to deny Plaintiff possession of his property.

10. Plaintiff's Motion is therefore **GRANTED**. This Order only addresses Plaintiff's entitlement to retake possession of his property, and it is not the intention of the Court to adjudicate any other matters raised by the pleadings, which are not specifically addressed herein.

11. As Defendant has no right to possess the subject real property, he should immediately surrender the property to Plaintiff. If Defendant or any other occupant refuses to vacate the subject property promptly, upon request of Plaintiff, the Sheriff for Lexington County, or his deputy, is hereby directed to proceed to effectuate the ejectment of Defendant or such other occupant and the transfer of possession to Plaintiff.

AND IT IS SO ORDERED.

Columbia, South Carolina
February 8, 2018


L. Casey Manning
Presiding Judge

⁶ Id., para. 12.a.

⁷ Id., para. 12.h.

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2017 CP-38-00924

Richie D. Barnes,

James Reese,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Leonard R. Jordan, Jr.

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Richie D. Barnes	James Reese	\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Leonard R. Jordan, Jr., Esquire
211 Veterans Road, Suite D
Columbia, SC 29209

Thomas E. Mosley, Esquire
P.O. Box 8362
Columbia, SC 29202

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Certificate of Electronic Notification

Recipients

Leonard Jordan - Notification transmitted on 07-17-2018 12:50:19 PM.

Henry Stanley - Notification transmitted on 07-17-2018 12:50:19 PM.

12

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2016CP3201385

Official File Stamp:	07-17-2018 12:50:12 AM
Court:	CIRCUIT COURT Common Pleas Lexington
Case Caption:	Richie D Barnes VS James Reese
Document(s) Submitted:	Order/Counsel Relieved and Day Certain Order/Electronic Form 4
Filed by or on behalf of:	Alison Lee

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Leonard R. Jordan, Jr. for Richie D Barnes
Henry Ronald Stanley

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

James Reese
James Reese

STATE OF SOUTH CAROLINA
COUNTY OF Lexington
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2016CP3201385

Richie D Barnes
PLAINTIFF(S)

James Reese
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Mr. Thomas Moseley has been relieved as counsel for Plaintiff. Mr. Reese is allowed to proceed pro se in this matter. Case is set for day certain for November 5, 2018.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/17/2018 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

74

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Lexington Common Pleas

Case Caption: Richie D Barnes VS James Reese

Case Number: 2016CP3201385

Type: Order/Electronic Form 4

IT IS SO ORDERED!

s/ Alison Renee Lee

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Richie D. Barnes

Civil Action No: 2016-CP-32-01385

Plaintiff,

VERDICT

v.

James Reese

Defendant.

ON THE PLAINTIFF'S BREACH OF CONTRACT, WE, THE JURY, UNANIMOUSLY
FIND FOR:

☒ PLAINTIFF

Eighty Two Thousand Eight Hundred Fifteen dollars & 86/100 (\$ 82,815.86)
Actual Damages

Eighty Two Hundred dollars & 0/100 (\$ 8,200.00)
Punitive Damages

☐ DEFENDANT

ON THE DEFENDANT'S COUNTERCLAIM FOR BREACH OF CONTRACT WITH
FRAUDULENT ACT, WE, THE JURY, UNANIMOUSLY FIND FOR:

☐ DEFENDANT

☒ PLAINTIFF "Barnes"

Eric Phillips
Foreperson

Date: 11-7-18

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2016CP3201385

Richie D Barnes

James Reese

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

Jury found for the Plaintiff for actual and punitive damages. Defendant has 10 days to file any post trial motions (Rule 50, 59).
This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Richie D Barnes	James Reese	\$82,815.86
Richie D Barnes	James Reese	\$8,200.00

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

2118
Judge Code11/7/2018
Date

For Clerk of Court Office Use Only

This judgment was entered on _____, and a copy mailed first class or placed in the appropriate attorney's box on _____, to attorneys of record or to parties (when appearing pro se) as follows:

Leonard R. Jordan Jr. 211 Veterans Road, Suite D
Columbia, SC 29209

James Reese 717 Cindy Drive Columbia, SC 29203

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Lisa M. Comer - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Certificate of Electronic Notification

Recipients

Leonard Jordan - Notification transmitted on 11-08-2018 09:57:18 AM.

Henry Stanley - Notification transmitted on 11-08-2018 09:57:18 AM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2016CP3201385

Official File Stamp: 11-08-2018 09:57:08 AM
Court: CIRCUIT COURT
Common Pleas
Lexington
Case Caption: Richie D Barnes VS James Reese
Document(s) Submitted: Order/Order of Judgment Order/Form 4
Filed by or on behalf of: Mona Huggins

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Leonard R. Jordan, Jr. for Richie D Barnes
Henry Ronald Stanley

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

James Reese
James Reese

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2016CP3201385

Richie D Barnes		James Reese	
PLAINTIFF(S)		DEFENDANT(S)	
Submitted by:		Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant	

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case. *Jury found for the Plaintiff for actual and punitive damages. Defendant has 10 days to file any post trial motions (Rule 50.9)*

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Richie D Barnes	James Reese	\$82,815.86
Richie D Barnes	James Reese	\$8,200.00

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Oliver Lee
Circuit Court Judge

2118
Judge Code

11/7/2018
Date

For Clerk of Court Office Use Only

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ELECTRONICALLY FILED - 2018 Nov 08 9:57 AM - LEXINGTON - COMMON PLEAS - CASE#2016CP3201385

This judgment was entered on _____, and a copy mailed first class or placed in the appropriate attorney's box on _____, to attorneys of record or to parties (when appearing pro se) as follows:

Leonard R. Jordan Jr. 211 Veterans Road, Suite D
Columbia, SC 29209

James Reese 717 Cindy Drive Columbia, SC 29203

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Lisa M. Comer - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]
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A filing has been submitted to the court RE: 2016CP3201385

Official File Stamp:

11-08-2018 09:57:08 AM

Court:

CIRCUIT COURT

Common Pleas

Lexington

Case Caption:

Richie D Barnes VS James Reese

Document(s) Submitted:

Order/Order of Judgment Order/Form 4

Filed by or on behalf of:

Mona Huggins

This notice was automatically generated by the Court's auto-notification system.
-

The following people were served electronically:

Leonard R. Jordan, Jr. for Richie D Barnes

Henry Ronald Stanley

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

James Reese

James Reese

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
 CASE NO.: 2016-CP-32-01385

Richie D. Barnes,)
)
 Plaintiff,)
)
 -vs-)
)
 James Reese,)
)
 Defendant.)

**AMENDED
 COMPLAINT**
 (Termination of Lease; Collection
 of Rent and Damages)

The Plaintiff, complaining of the Defendant, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a citizen and resident of the County of Richland, State of South Carolina.
2. That the Defendant is, upon information and belief, a citizen and resident of the County of Richland, State of South Carolina.
3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Lexington, State of South Carolina.
4. That the Plaintiff is the owner of record of the subject real property.
5. That on March 9, 2013, for value received, the Plaintiff and the Defendant entered into a Residential Lease (the "Lease"), by which the Plaintiff agreed to rent/lease to the Defendant the subject real property, known as 41 Canterbury Court, Columbia, South Carolina.
6. That a copy of the Lease is attached hereto to as Exhibit "A".
7. That the Lease required a monthly payment of rent in the amount of \$700.00 and provided that late charges would accrue in the amount of \$50.00 if the rent remained unpaid after the 5th day after the due date. The late charge would accrue at the rate of an additional \$5.00 for

each additional day the rent remained unpaid up to a maximum late charge of \$100.00 per month.

8. That separate from the Lease, the Plaintiff gave the Defendant an exclusive option to buy the subject property for \$70,000.00; and that the Plaintiff agreed that the monthly rent payment, less the homeowner's association monthly dues, would be applied against the purchase price ("Purchase Option").

9. That the Plaintiff recalls that said Purchase Option was a formal document executed by the Plaintiff and the Defendant, but no executed copy thereof can be located. The Defendant has produced a partially hand-written document entitled Agreement to Sell Real Estate, which appears to be dated March 9, 2013 (the same day as the Lease was executed), but the Plaintiff has no recollection of this document and denies that he participated in the execution thereof.

10. That by its terms, the Lease expired on March 9, 2016.

11. That like the term of the Lease, the Purchase Option was for a period of three (3) years, ending on March 9, 2016.

12. That the Defendant has not exercised the Purchase Option, and that the Purchase Option expired on March 9, 2016.

13. That notwithstanding the expiration of the Purchase Option by its terms, the Defendant has defaulted on the payment terms, effective February 1, 2016, and has thereby breached such agreement.

FIRST CAUSE OF ACTION
(Terminate Lease; Resume Possession)

14. That the Plaintiff realleges Paragraphs 1 through 13 above as fully as if repeated herein verbatim.

15. That the Plaintiff has declared, and by this suit, filed on April 21, 2016, declared, that he elected to terminate the Lease and all rights of the Defendant thereunder.

16. That the Plaintiff is informed and believes that he is entitled to a final termination of the Lease, to the extinguishment of any and all rights of the Defendant under the Lease and the subject real property and to resume possession of the subject real property.

17. That as the Defendant failed to exercise timely, and notwithstanding has breached, the Purchase Option, the Plaintiff is entitled to retain all of the payments made by the Defendant as rent under the Lease.

18. That the Plaintiff is informed and believes that he is entitled to an Order terminating the Lease and directing the Sheriff for Lexington County to place and keep the Plaintiff in quiet possession of the subject real property, if necessary.

FOR A SECOND CAUSE OF ACTION
(Judgment for Rent, Damages)

19. That the Plaintiff realleges Paragraphs 1 through 18 above as fully as if repeated herein verbatim.

20. That the Defendant is in default of the Lease due to his failure to pay rent timely.

21. That the Defendant has not tendered a rent payment to the Plaintiff since January 2016.

22. That the Defendant has failed and refused to comply with the terms and conditions of the Lease and has not responded to the Plaintiff's demands for payment.

23. That the payments accrued and due and payable under the Lease are due for February 1, 2016, and subsequent months.

24. That without adding additional costs and expenses (including attorney's fees and other damages, costs of collection and interest, as prayed for in this Amended Complaint), for purposes of this cause of action, the Defendant owes rent in the amount of \$14,700.00 (as of October 1, 2017), which rent is continuing to accrue.

25. That the debt owed to the Plaintiff pursuant to the Lease includes, in addition to unpaid rent (including accrued and accruing rent), late charges (from February 1, 2016) in the per-month-maximum of \$100.00, which amounts to \$2,000.00 (through September 2017).

26. That in accordance with the terms of the Residential Lease, the Plaintiff is entitled to reasonable attorney's fees and court costs.

27. That the Plaintiff is informed and believes that, in addition, the nonpayment of rent by the Defendant is not in good faith and that, as a consequence, the Plaintiff is entitled to reasonable attorney's fees. (See Code Section 27-40-710(c).)

28. That since the Lease has been terminated by the Plaintiff, the Plaintiff is also informed and believes that he has a right to collect from the Defendant the Plaintiff's actual damages, including reasonable attorney's fees. (See Code Section 27-40-750.)

29. That the Defendant continues to remain in possession of the subject property after the termination of the Lease; and that, as a consequence of such holdover, which the Plaintiff believes is willful, the Plaintiff is also informed and believes that he is entitled to recover reasonable attorney's fees. (See Code Section 27-40-770(c).)

30. That the Plaintiff is also informed and believes that the Defendant's holdover is willful and that the Plaintiff is entitled to recover, in addition to accrued and accruing rent, the greater of three (3) months' rent or twice the Plaintiff's actual damages along with reasonable attorney's fees. (See Code Section 27-40-770(c).)

31. That the Plaintiff is informed and believes that he is entitled to a judgment against the Defendant for all accrued but unpaid rent, late charges from and after February 1, 2016, other damages (three months additional rent or twice the Plaintiff's actual damages as a penalty), reasonable attorney's fees and all other costs of collection.

FOR A THIRD CAUSE OF ACTION
(Damages to Property)

32. That the Plaintiff realleges Paragraphs 1 through 31 above as fully as if repeated herein verbatim.

33. That pursuant to the Lease, the Defendant was required to keep the premises in "clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a conditional identical to that which existed when Tenant took occupancy, except for ordinary wear and tear."

34. That the Defendant is in default of the Lease due to his failure to maintain the subject property in good condition.

35. That the Lease further provides: "Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord."

36. That the Defendant is in default of the Lease due to his vacating and abandoning the property and/or his subletting the property without the Plaintiff's written consent.

37. That the Defendant, as a tenant, owed, and owes, to the Plaintiff, as landlord, a duty of care. (See Code Section 27-40-510.)

38. That the Defendant has breached that duty by his indifference to, and negligent and willful acts or omissions with regard to, the subject property (real and personal property and fixtures) owned by the Plaintiff.

39. That the Defendant has caused, or allowed others to cause, significant damages to the subject property owned by the Plaintiff.

40. That the Plaintiff is informed and believes that the Defendant deliberately, intentionally, willfully and maliciously caused, or allowed others to cause, such significant damage to the subject property and to the Plaintiff.

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41. That as a direct and proximate result of the Defendant's breach, the Plaintiff has incurred, or will incur, significant damages to clean and repair the subject property.

42. That the Plaintiff is informed and believes that he is entitled to a judgment against the Defendant for his actual damages caused, directly or indirectly, by the Defendant's actions, with regard to the subject property owned by the Plaintiff, in an amount to be proved at trial, subject to possible offset by the security deposit paid by the Defendant pursuant to the Lease.

FOR A FOURTH CAUSE OF ACTION
(Additional Rent)

43. That the Plaintiff realleges Paragraphs 1 through 42 above as fully as if repeated herein verbatim.

44. That in accordance with the Lease and with Section 27-40-750, Code of Laws of South Carolina, 1986, as amended, and with the common law of the State of South Carolina, the Plaintiff is entitled to collect additional rent and reasonable attorney's fees from the Defendant due to the Defendant's breach of the Lease and due to the Defendant's negligent, willful and/or malicious acts causing damage to the Plaintiff's property, which rent shall run for a reasonable period after the Plaintiff resumes possession of the subject property to allow the Plaintiff the opportunity to repair his property sufficiently to place it in marketable condition.

45. That the Plaintiff is informed and believes that he is entitled to a judgment against the Defendant for additional rent, which shall run for a reasonable period after the Plaintiff resumes possession of the subject property.

FOR A FIFTH CAUSE OF ACTION
(Waste)

46. That the Plaintiff realleges Paragraphs 1 through 45 above as fully as if repeated herein verbatim.

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47. That while the Defendant was in lawful possession of the Plaintiff's property, he (himself or by his acts of allowing others to have access to the property) deliberately, intentionally, willfully and maliciously committed waste upon and about the subject property.

48. That the Defendant deliberately destroyed, defaced, damaged, impaired and removed portions of the property in violation of Section 27-40-510(6), Code of Laws of South Carolina, 1986, as amended, and the common law of the State of South Carolina.

49. That the Plaintiff has incurred, or will incur, actual damages, measured by the material cost and labor to restore the subject property to its condition on or about March 9, 2013.

50. That as the waste to the Plaintiff's property was the direct result of the deliberate, intentional, willful and malicious acts of the Defendant, the Plaintiff is, in addition, entitled to punitive damages against the Defendant.

51. That the Plaintiff is informed and believes that he is entitled to a judgment against the Defendant for his actual and punitive damages resulting from the waste resulting from the acts of the Defendant, in amounts to be proved at trial.

FOR A SIXTH CAUSE OF ACTION

(Defendant Must Pay Rent to Raise Defenses; Strike Responsive Pleading)

52. That the Plaintiff realleges Paragraphs 1 through 51 above as fully as if repeated herein verbatim.

53. That should the Defendant raise defenses and/or counterclaims to this Amended Complaint, the Defendant is required by Section 27-40-790, Code of Laws of South Carolina, 1986, as amended, to pay all accrued, unpaid rent and to keep the rent current or to vacate the leased property.

54. That if the Defendant fails to bring (and keep) current the rent due under the Lease during the pending of this suit, the Plaintiff must, according to said statute, be placed in full

possession of the property.

55. That if the Defendant fails to bring (and keep) current the rent or fails to vacate the subject property and allow the Plaintiff to resume possession of the property, then any pleading filed by the Defendant in response to this Amended Complaint should be stricken.

WHEREFORE, having fully set forth his Amended Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein; and that the Court issue an Order: (1) declaring the Purchase Option to be expired; (2) declaring the Lease to be terminated and forever ended and that any and all rights of the Defendant under the Lease be extinguished; (3) directing the Sheriff for Lexington County to place and keep the Plaintiff in quiet possession of the subject real property, if necessary; (4) awarding the Plaintiff a judgment against the Defendant in the amount equal to all accrued but unpaid rent along with late charges from and after February 1, 2016, and reasonable attorney's fees and costs; (5) awarding the Plaintiff a judgment against the Defendant in the amount equal to the Plaintiff's damages (including without limitation statutory penalties), reasonable attorney's fees and other costs of collection; (6) award the Plaintiff a judgment against the Defendant for damages to the subject property and for additional rent; (7) award the Plaintiff a judgment against the Defendant for actual and punitive damage for waste committed to the Plaintiff's property; and (8) to strike any defense or counterclaim of the Defendant, which may be filed herein, unless the Defendant either brings (and keeps) current the rent due to the Plaintiff or vacates the property and allows the Plaintiff to resume possession of the subject property; and (8) for such other and further relief as may be just and proper.

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Columbia, South Carolina
October 10, 2017

s/Leonard R. Jordan, Jr.
Leonard R. Jordan, Jr., ID #3221
JORDAN LAW FIRM
211 Veterans Road, Suite D
Columbia, South Carolina 29209
(803) 726-1950 Tel
(803) 726-1951 Fax
ljordan@ljordanlaw.com
Attorney for Plaintiff

Residential Lease

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, Clay Top Oven, 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:

- on ☒ by mail, to 147 Abbeywalk Ln. 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 \$ 35.00.

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-

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 -NA- under the following conditions:

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:

2017 Oct 16 12:21 PM
2017 Oct 16 12:21 PM
2017 Oct 16 12:21 PM

Clause 21. Authority to Receive Legal Papers

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 Canterbury St. Columbia, S.C. 29210
☐ The manager, at the following address: _____
☒ The following person, at the following address: Michelle Barnes 147 Abbeywalk Ln. 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 D. Barnes Owner
 Date Landlord or Landlord's Agent Title

147 Abbeywalk Ln.
 Address

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

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

 Date Tenant Phone

 Date Tenant Phone


 Katrina L. Barnes
 South Carolina Notary Public
 My Commission Expires
 May 13th, 2018

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

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

(ii) NR 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) NR 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) NR 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) GR Lessee has received copies of all information listed above.

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

Agent's Acknowledgment (initial)

(e) NR 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.

Richie D. Brown 3-9-13
Lessor Date

James Reese 3-9-13
Lessee Date

Agent Date

Lessor Date

Lessee Date

Agent Date

Certificate of Electronic Notification

Recipients

Case Party Info - Notification transmitted on 10-16-2017 12:22:01 PM.
Protected

Derwood Aydlette - Notification transmitted on 10-16-2017 12:22:01 PM.

Leonard Jordan - Notification transmitted on 10-16-2017 12:22:01 PM.

Thomas Mosley - Notification transmitted on 10-16-2017 12:22:01 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2016CP3201385

Official File Stamp: 10-16-2017 12:21:47 PM

Court: CIRCUIT COURT

Common Pleas

Lexington

Case Caption: Richie D Barnes VS James Reese

Document(s) Submitted: Amended/Amended Summons And Complaint

- Exhibit/Filing of Exhibits

Service/Certificate Of Service

Filed by or on behalf of: Leonard R. Jordan, Jr.

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Case Party Info Protected

Derwood L. Aydlette, III

Leonard R. Jordan, Jr. for Richie D Barnes

Thomas E. Mosley for James Reese

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2016-CP-32-01385

Richie D. Barnes,)
Plaintiff,)
-vs-)
James Reese,)
Defendant.)

REPLY

Plaintiff, Richie D. Barnes, hereby responds to Defendant's Answer to Amended Complaint and Defendant's Counterclaim, filed on November 6, 2017, and would show this Honorable Court as follows:

1. Plaintiff generally denies Paragraphs 12, 13 and 14 of the Counterclaim and demands strict proof thereof.
2. With regard to Paragraph 12 of the Counterclaim, Plaintiff further replies as follows:
 - a. Subparagraph a. correctly indicates that the parties entered into a contract involving the purchase of said property. Such contract was an exclusive option to buy (referred to in the Amended Complaint as a Purchase Option and in Paragraph 3.b. of Defendant's Answer as a Lease with an option to purchase), which contract expired with the Lease (Residential Lease attached to the Amended Complaint) on March 9, 2013.
 - b. Subparagraphs b., c., d., e., f., g. and h. imply incorrectly that the Plaintiff was incapable of producing clear title to the subject property in the event that the Defendant timely exercised the Purchase Option.

- c. Subparagraph i. is denied insofar as it implies that Plaintiff directly interfered with or evicted occupants from his property, as Plaintiff, upon finding that he was being billed for utilities utilized by his property, he simply removed his name as obligor for utility expenses.

3. With regard to Paragraphs 13 and 14 of the Counterclaim, Plaintiff further replies that he has not breached any valid and existing contract with Defendant, much less breached a contract with fraudulent intent. It is interesting that Defendant has not, by his Counterclaim, sought specific performance of the contract, as, until Defendant demands performance by Plaintiff, Defendant is in no position to assert a breach of any such contract by Plaintiff.

AFFIRMATIVE DEFENSES

4. Defendant's counterclaim against Plaintiff should be dismissed pursuant to Rule 12(b)(6) and/or Rule 12(c) of the South Carolina Rules of Civil Procedure, as it fails to state a claim for which relief can be granted.

5. Defendant's Counterclaim is barred under the doctrine or principle of the Statute of Frauds, which is pled and serves as an affirmative defense and bar to the counterclaim.

6. Defendant has failed to comply with all express and/or implied conditions of the contract, and Plaintiff asserts that Defendant's failure to make timely payment as required under such contract as a defense and bar to Defendant's Counterclaim.

7. The actions and/or inactions of Defendant relevant to the facts of this case operate as a waiver of Defendant's Counterclaim.

8. Defendant is estopped from asserting a claim as a result of his actions and/or inactions relevant to the facts of this case, and Plaintiff hereby invokes the doctrine of estoppel as a defense and bar to Defendant's Counterclaim.

WHEREFORE, having fully replied to Defendant's Counterclaim, Plaintiff prays that the Court dismiss the Counterclaim with costs charged to Defendant and to grant to Plaintiff the relief requested in his Amended Complaint.

Columbia, South Carolina
November 15, 2017

s/Leonard R. Jordan, Jr.
Leonard R. Jordan, Jr., ID #3221
JORDAN LAW FIRM
211 Veterans Road, Suite D
Columbia, South Carolina 29209
(803) 726-1950 Tel
(803) 726-1951 Fax
Email: ljordan@ljordanlaw.com
Attorney for Plaintiff

**NOTICE OF APPEAL
IN THE STATE OF SOUTH CAROLINA
Court of Appeals**

**APPEAL FROM LEXINGTON COUNTY
11th Circuit Common Pleas Court**

Allison Renee Lee, Magistrate Judge

Case No. 2016-CP-32-01385

James Reese,

Appellant,

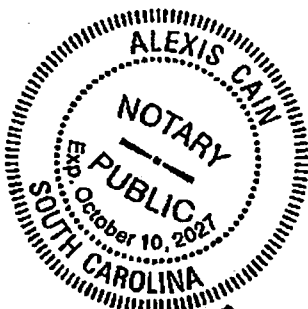
v.

Richie D. Barnes,

Respondent.

FILED
2018 NOV 30 PM 12:00
LISA M. COOPER
CLERK OF COURT
LEXINGTON SC

Notice is hereby given that I, James Reese, in equity with clean hands and a pure heart, in the above named case, comes to the aid of this court under Article III Section III of the Constitution of the United States hereby appeal to the South Carolina State Court of Appeals (from the final judgment) (from the order (describing it)) entered in this action on the 8th day of November 2018 by Lexington County Court of Common Pleas.



Alexis Cain

(s) *James Reese*
Private Civilian National
All Rights Reserved
Without Recourse, Without Prejudice
Address: *717 Cindy Dr.*
Columbia SC 29203

CC: Richie D. Barnes/Certified Mail No.: _____

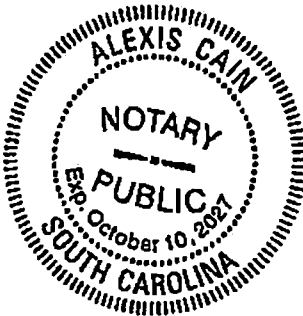
CC: 11th Circuit Court of Common Pleas: Certified Mail No.: 701609100003593959

I hereby declare under the laws of my Lord and savior Jesus Christ and the constitution of the United States of America, that on 17th day of November 2018, I, James Reese, mailed via the United States Postal Certified Mail a 'Notice of Appeal' to the above parties.

by: James Reese
James Reese
Private Civilian National

x [Signature]
Private Citizen

x [Signature]
Private Citizen



SOUTH CAROLINA COURT OF APPEALS

th APPEAL FROM LEXINGTON COUNTY
11 circuit Common Pleas Court

Allison R. Lee, Magistrate Judge

Case No. 2016-CP-32-01385

James Reese,

Appellant,

v.

Richie D. Barnes,

Respondent.

RECEIVED

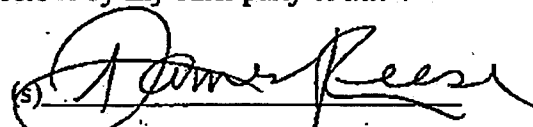
DEC 07 2018

SC Court of Appeals

Notice is hereby given that James of the family Reese hereinafter "Petitioner" in the above named case,* hereby appeal to the South Carolina Court of Appeals(from the final judgment) (from the order (describing it)) entered by the Common Pleas Court of Lexington County in described by above case number and such action was entered on the 9th day of NOV, 2018.

Petitioner now states under oath the following grounds for this court to take notice of this appeal;

- 1.) Petitioner was denied and tried by this court without the protections of his civilian due process of right to select a "jury of petitioner's peers."
- 2.) The jury appeared not to understand or comprehend the judge's instructions on this subject matter given to them prior and during the commencement of trial. For the record of approximately shows the jury's inquiry on who was the defendant and who was the party to the counter complaint. Such confusion or lack of understanding is prejudice to the Petitioner.
- 3.) The Respondent's and witnesses to this cause both admitted under oath for the recorded that the Petitioner's signature was not witnessed under any notary seal or by any other party of interest.



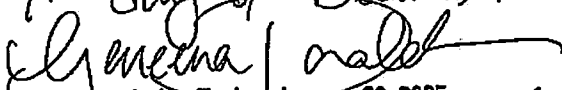
James Reese, private civilian

All Rights Reserved

State of South Carolina
County of Richland

Subscribed before me this

7th day of December 2018


My Commission Expires January 28, 2025

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Track Another Package +

Tracking Number: 70160910000235939593

Remove X

On Time

Expected Delivery on

MONDAY

19

NOVEMBER
2018 ⓘ

by
8:00pm ⓘ

Feedback

 **Delivered**

November 19, 2018 at 12:01 pm
Delivered, Front Desk/Reception/Mail Room
LEXINGTON, SC 29072

Get Updates ✓

Text & Email Updates



Tracking History



November 19, 2018, 12:01 pm
Delivered, Front Desk/Reception/Mail Room
LEXINGTON, SC 29072

Your item was delivered to the front desk, reception area, or mail room at 12:01 pm on
November 19, 2018 in LEXINGTON, SC 29072.

November 18, 2018, 12:07 pm

Delivery Attempted - No Access to Delivery Location

LEXINGTON, SC 29073

November 18, 2018, 7:23 am

Arrived at Hub

LEXINGTON, SC 29073

November 18, 2018, 1:30 am

Arrived at USPS Regional Facility

COLUMBIA SC PROCESSING CENTER

November 17, 2018, 1:11 pm

USPS in possession of item

COLUMBIA, SC 29206

Feedback

Product Information

See Less ^

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FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

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- Automatically track the packages you're expecting.
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Sign Up

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*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

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- USPS TRACKING™ INCLUDED*
- INSURANCE INCLUDED*
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- * Domestic only

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FROM: James Reese
717 Candy Dr.
Columbia, SC
29203
RE: Case No 2016 - CP - 32 - 01385

7.05

TO: Lexington County
Clerk of Court
For Allison R. Lee
11th Circuit Courtroom
205 East Main St.
Lexington, South Carolina
29072

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OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL®



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REQUESTED



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109

Residential Lease

ELECTRONICALLY FILED - 2018 Jan 02 8:25 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3201385

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between James Reese [Tenant] and Richie 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 Dartmouth St. Columbia
South Carolina 29210 together with the following furnishings and appliances:

Rental of the premises also includes dishwasher, refrigerator, cloth top oven & 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 Richie D. Barnes at 41 Dartmouth St. Columbia S.C. 29210 or at such other place as Landlord designates.

Delivery of Payment.

Rent will be paid:

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

Form of payment.

Landlord will accept payment in these forms:

☒ personal check made payable to Richie D. Barnes
☒ cashier's check made payable to Richie 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 \$ 35.00.

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

- 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.
- 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-

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:

2018 Jan 02 8:25 AM
LEXINGTON - COMMON PLEAS
CASE#2016CP3201385

Clause 21. Authority to Receive Legal Papers

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 Canterbury St. Columbia, S.C. 29210
- ☐ The manager, at the following address: _____
- ☒ The following person, at the following address: Michelle Barnes 144 Abbeywalk Ln. 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.

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

Address 144 Abbeywalk Ln.

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

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

Date _____ Tenant _____ Phone _____

Date _____ Tenant _____ Phone _____


Kairina L. Barnes
South Carolina Notary Public
My Commission Expires
May 13th, 2018

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

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) GR Lessee has received copies of all information listed above.

(d) GR 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.

Richard A. Baucus 3-9-13
Lessor Date

Jennifer Reese 3-9-13
Lessee Date

Agent Date

Lessor Date

Lessee Date

Agent Date

Residential Lease

877-367-6111

Q1

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between James Reese [Tenant] and Richie 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 Cartersburg St. Columbia
South Carolina 29210 together with the following furnishings and appliances:

Rental of the premises also includes Dishwasher, Refrigerator, Glass Top Oven, 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 Richie D. Barnes at 41 Cartersburg St. Columbia S.C. 29210 or at such other place as Landlord designates.

Delivery of Payment.

Rent will be paid:

- on ☒ by mail, to 147 Abbeywalk Ln. S.C. 29229
☒ in person, at 41 Cartersburg St. Columbia, S.C. 29210.

Form of payment.

Landlord will accept payment in these forms:

- ☒ personal check made payable to Richie D. Barnes
☒ cashier's check made payable to Richie 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-

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 -NA- under the following conditions:

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

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) GR Lessee has received copies of all information listed above.

(d) GR 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

Jamie 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 Ln. 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.

Date March 9, 2013 Landlord or Landlord's Agent Kathia L. Barnes Title Owner

Address 144 Abbeywalk Ln.

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

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

Date _____ Tenant _____ Phone _____

Date _____ Tenant _____ Phone _____


Kathia L. Barnes
South Carolina Notary Public
My Commission Expires
May 13th, 2018

Contractor Repair Estimate

1 Q. Can you tell us how much of your estimate of the
2 charges, how much of those items total?

3 A. I need something to add this up.

4 Q. If I gave you a pen and paper.

5 A. I have a calculator right here.

6 Q. Okay.

7 A. \$6850.00. All HOA

page 374 Line 13, 14, 15
said he already had Estimate

8 Q. Okay. All right. So if we took \$6850.00 off of the
9 total of \$45,260.00 we come up with looks like \$38,410.50.
10 Now, if you did not do those items, would you agree that your
11 estimate for the other items, the interior items --

12 A. Yes, sir.

13 Q. -- would be \$38,410.50?

14 A. Yes, sir.

*15 Q. Now, you also got a number of allowances set in that
16 estimate. Tell me, how did you come up with the allowance
17 figures?

18 A. Well, either the customer is gonna furnish the
19 materials or I furnish the materials. (I can allow the
20 customer to spend up to a certain amount of money, that's my
21 allowance, and I furnish the materials. That's all I would
22 allow for me to spend for him.)

23 Q. Okay. Now, in picking those allowance amounts was
24 this on the high side or the low side?

25 A. Not low. Somewhere in the mid grade.

1 Q. Can you tell us how much of your estimate of the
2 charges, how much of those items total?

3 A. I need something to add this up.

4 Q. If I gave you a pen and paper.

5 A. I have a calculator right here.

6 Q. Okay.

7 A. \$6850.00. All HOA

page 374 Line 13, 14, 15
said he already had estimate

8 Q. Okay. All right. So if we took \$6850.00 off of the
9 total of \$45,260.00 we come up with looks like \$38,410.50.
10 Now, if you did not do those items, would you agree that your
11 estimate for the other items, the interior items --

12 A. Yes, sir.

13 Q. -- would be \$38,410.50?

14 A. Yes, sir.

*15 Q. Now, you also got a number of allowances set in that
16 estimate. Tell me, how did you come up with the allowance
17 figures?

18 A. Well, either the customer is gonna furnish the
19 materials or I furnish the materials. (I can allow the
20 customer to spend up to a certain amount of money, that's my
21 allowance, and I furnish the materials. That's all I would
22 allow for me to spend for him.

23 Q. Okay. Now, in picking those allowance amounts was
24 this on the high side or the low side?

25 A. Not low. Somewhere in the mid grade.

Summary of Actual Damages

1 Q. Okay. All right. I'm going to show you an
2 itemization here that I have premarked as plaintiff's number
3 10. Does this reflect, and I want you to look at each item,
4 does this reflect the actual damages that you claim that
5 Mr. Reese should be responsible for?

6 A. Yes. But I have to put an asterisk beside the
7 attorney fees because like I said, you have to figure in the
8 \$6000.00 for November and whatever it's gonna cost for this
9 trail.

10 Q. Well, no. The 6000 is included in the 18,000.

11 A. Okay.

12 Q. Okay. But I've got an extra figure in there of 2000
13 from October 30th through the trial.

14 A. Okay. But everything else is fine.

15 Q. All right. But as a calculation goes it shows
16 \$88,096.86 as being the actual damages you have incurred?

17 A. Yes. And it's nothing, no more or no less. It's
18 your attorney fees and the damage he caused to the property as
19 well as the rent that I lost for the two years that he kept it
20 in his possession. I didn't asking for nothing that wasn't
21 due to me.

22 Q. And he's getting credit also for the security
23 deposit?

24 A. That's it. I gave him his \$1400.00 back.

25 MR. JORDAN: Okay. We would offer this summary.

1 that's been identified as plaintiff's number 10 into
2 evidence.

3 MR. REESE: Object to that being entered into
4 evidence as well. I never saw that document and it's
5 another fraudulent document.

6 THE COURT: While you may not have seen it several
7 months ago you have seen it before you came in here
8 today; is that correct?

9 MR. REESE: Can I see that particular one?

10 MR. JORDAN: (Proffering.)

11 MR. REESE: Today is the first time I have seen
12 this.

13 MR. JORDAN: Let me ask you this, Mr. Reese. Have
14 you seen the pretrial brief that I sent you?

15 MR. REESE: You emailed me a pretrial brief last
16 Friday, sir.

17 MR. JORDAN: Is the figures shown there the same
18 figures?

19 MR. REESE: I didn't get this. I got e-mail and
20 that was not in there.

21 MR. JORDAN: That was sent. I sent it to the Court
22 and you were copied on it.

23 MR. REESE: I didn't get that 88,000. And I'm just
24 getting it on Friday and today for the first time that I
25 have seen this document. We have been going on back and

1 forth, trial and court. Why would you just enter that
2 the day we got to go to trial?

3 MR. JORDAN: Because I'm proving my damages,
4 Mr. Reese.

5 MR. REESE: Anyway, I object.

6 THE COURT: Your objection is noted for the record.
7 It's a summary of what he's claiming what his damages are
8 as he's testified to. Since it's a summary I'll allow
9 it.

10 BY MR. JORDAN:

11 Q. Now, Mr. Reese has actually counterclaimed against
12 you in this lawsuit and he claims that there was a breach of
13 contract with fraudulent intent, okay? That has to do with
14 his contract for the purchase of said property. Have you done
15 anything in any way to hoodwink or somehow cheat Mr. Reese out
16 of the opportunity to purchase your property?

17 A. So he's saying did I make him stop paying me?
18 That's because that's the only reason why we're here. He
19 stopped paying. I didn't make him stop paying. As a matter
20 of fact, it was on three occasions you and I tried to settle
21 with him and he still didn't pay.

22 Q. Well, he's claimed that you accepted from him 20 or
23 \$25,000.00 from 2013 to 2016, okay? I don't know what that
24 math is but you admit receiving the money, right?

25 A. Yes, sir.

1 Q. \$700.00 a month?

2 A. \$700.00 a month minus the regime fee.

3 Q. Right. Well, that's completely different. He was
4 paying \$700.00 a month?

5 A. Yes, sir.

6 Q. All right. But when all of this hit the fan let's
7 call it and Mr. Reese stopped paying and this thing went to
8 lawsuit, did you nevertheless give him the opportunity to buy
9 this property?

10 A. Three times. One time for \$10,000.00.

11 Q. And he refused to do it?

12 A. Yeah. But now he hollering about 88,000 but he
13 stood there in front of you and I and we offered him a
14 quitclaim deed, ad he said himself \$10,000.00.

15 MR. REESE: Objection. Objection, Your Honor. I
16 never said that. There's no document or court record to
17 prove --

18 BY THE WITNESS:

19 A. He said that during the testimony.

20 THE COURT: Hold on.

21 MR. REESE: No. I have never said that you offered
22 -- I said you asked for a quitclaim deed back to you
23 showing that I got ownership and that ownership of a
24 contract to purchase.

25 THE COURT: And, Mr. Reese --

1 MR. REESE: You never -- I never --

2 THE COURT: Mr. Reese, you can ask him a questions
3 about his testimony --

4 MR. REESE: I will.

5 THE COURT: -- at the appropriate time.

6 MR. REESE: I will.

7 THE COURT: You also have the opportunity to
8 testify.

9 MR. REESE: Okay. Okay. I can't wait.

10 BY MR. JORDAN:

11 Q. Did you breach your contract that we're calling an
12 option to purchase?

13 A. I didn't breach anything.

14 Q. If he had exercised the option to purchase --

15 A. I would have been his.

16 Q. -- and tendered money, you would have given him
17 clear title.

18 A. Clear title and deed.

19 Q. Okay. In fact, you wanted him to do that, didn't
20 you?

21 A. Yes.

22 Q. Okay. Let's see here. Now, in addition we are also
23 seeking not only just actual damages but punitive damages?

24 A. Yes, sir.

25 Q. Okay. And we have a cause of action called waste?

1 A. Yes.

2 Q. Now, that was --

3 MR. REESE: Objection. In what way do I owe him
4 punitive damage and what for?

5 THE COURT: He is about to give testimony as to why
6 he's seeking punitive damages and you can listen to that
7 and you can ask him questions about that as well.

8 BY MR. JORDAN:

9 Q. Now, Mr. Barnes, you did, you have already read
10 clause 11 about the tenant's maintenance responsibilities.
11 It's clear that Mr. Reese as tenant owes the landlord
12 responsibility of due care; isn't that correct?

13 A. Correct.

14 Q. Okay. Now, I'm going to also show you another
15 statute. This is also under the Residential Landlord and
16 Tenant Act, Section 27-40-510 --

17 MR. REESE: Objection, Your Honor. That document do
18 not apply to me because we never had a contract of lease.
19 That is not my signature on this document of this
20 fraudulent lease so I object to that. That does not
21 apply. Landlord Tenant Act does not apply in a sale.
22 This is my house that you are selling me as the record
23 will show. Objection.

24 THE COURT: That's a question that the jury will
25 have to decide as to whether it's a lease or whether it's

1 a sale or whether the terms of the lease have been
2 breached or whether the terms of the sale have been
3 breached so it's up to the jury to make that decision so
4 I'm gonna allow the evidence in to give them something to
5 consider.

6 BY MR. JORDAN:

7 Q. All right. Mr. Barnes, if you would read the
8 highlighted portions.

9 A. South Carolina Code 27-40-510, a tenant shall not
10 deliberately or negligently destroy, deface, damage, impair,
11 or remove any part of the premises or knowingly permit any
12 persons to do so who is on the premises with the tenant's
13 permission or who is allowed access to the premises by the
14 tenant.

15 MR. JORDAN: Thank you. We offer this statute into
16 evidence. It has been pre-marked as plaintiff's number
17 12.

18 MR. REESE: I object to that statute, Your Honor.
19 It does not apply to me.

20 THE COURT: I would instruct the jury that they
21 would, that's something that they would have to consider
22 in determining whether or not there should be an award in
23 favor of Mr. Barnes or whether there should be an award
24 in favor of Mr. Reese so I'll overrule your objection.

25 BY MR. JORDAN:

1 Q. Mr. Barnes, would you describe the damage done to
2 your house as normal wear and tear?

3 A. No, sir. It has to be willful.

4 Q. Would you describe it as accidental or
5 inadvertent?

6 A. Oh, no. No. A little crease there, a spot there.
7 I even - I even allowed the carpet to be replaced. When
8 you're missing floors and doors and - and - and holes in the
9 walls and stuff, it looked like, uhm -- It's - it's so hard to
10 explain. It looked like somebody deliberately just went
11 through there and kicked holes in the walls, punched holes in
12 the walls. I don't understand how you miss, half the floor in
13 the house is missing and, uhm, to find out that he kept an
14 animal underneath the house with brand new duct work that I
15 paid a significant amount for and all the duct work had to be
16 ripped out is appalling.

17 Q. Would you describe this damage as deliberate or --

18 A. Deliberate.

19 Q. Okay. All right. Now, we talked about the
20 residential lease and the statements in there about damage.
21 Would you consider the damage to your house to be in violation
22 of the residential lease?

23 A. Most definitely.

24 Q. Would you say that the damage also violates the
25 statutes that were put into evidence?

1 A. Most definitely.

2 Q. Okay. Would you ask the jury to hold Mr. Reese
3 accountable for that conduct?

4 A. Yes, please.

5 Q. You're asking the jury to actually punish Mr. Reese
6 for this conduct?

7 A. Yes. Severely.

8 Q. That's the purpose of punitive damages?

9 A. Yes.

10 MR. REESE: Objection, Your Honor. He cannot lead
11 the witness in asking the witness for a jury to hold me
12 punishable for something that he cannot prove that I was
13 liable for or did and we not know yet if he did it or not
14 himself in order to bring this action to this Court to
15 continue to lie to the Court which we still need further
16 proof with the many lies he has told. Objection.

17 THE COURT: Again, Mr. Reese, that's a jury question
18 for them to determine whether there was a breach of the
19 lease, whether there was a lease, whether there was a
20 breach of the agreement to sell the property, whether
21 there was an agreement to sell the property, and if the
22 damages occurred, how they occurred, and whether they
23 were under your responsibility or his responsibility.
24 Those are all jury questions for them to determine.

25 MR. JORDAN: I think I'm going to leave it at that,

1 Judge, and turn the witness over to Mr. Reese.

2 THE COURT: Any cross examination of this witness?

3 MR. REESE: Yes, ma'am.

4 CROSS EXAMINATION

5 BY MR. REESE:

6 Q. Mr. Barnes, before I start at the beginning, I want
7 to ask you, the \$15,000.00 that you were supposedly have given
8 me, why you didn't include that into the bill?

9 A. Because I'm not like you. I'm not going for
10 penny-ante stuff.

11 Q. 15,000 is penny-ante?

12 A. Yeah. Because you already arguing the facts - you
13 already arguing the facts of stuff that I have. That
14 agreement was something totally different for two different
15 houses. I'm not trying to even go there with you. You know I
16 gave you \$35,000.00 for one property and you was supposed to
17 do one thing at one property and you supposed to do the
18 outside and some other things at the same house that you said
19 you wanted for your son. The receipts say that have been
20 placed in exhibit right there shows the \$10,000.00 check, the
21 \$10,000.00 check and the \$8000.00 check written out to you and
22 you signed a receipt so don't lie on that either.

23 Q. Mr. Barnes, can you prove to this Court ever that I
24 cashed a \$10,000.00 check on three occasions --

25 A. Those receipts.

1 Q. -- and what bank did I cash it on?

2 A. I don't know what bank you cash it on but there's a
3 receipt in there with your name on it.

4 Q. That's a receipt. No. That's not what I asked. I
5 asked, can you show this Court that I actually cashed three
6 \$10,000.00 check, \$30,000.00? Can you seriously show the
7 Court?

8 MR. REESE: Can I see that in evidence, Mr. Jordan?
9 Because I never saw that either. Let me see the
10 \$30,000.00 first at all.

11 BY THE WITNESS:

12 A. There is no 30,000. It's 28,000.

13 BY MR. REESE:

14 Q. Well, let me see the --

15 A. Two \$10,000.00.

16 Q. -- \$28,000.00 checks.

17 THE COURT: Hold on. Hold on. Let's get something
18 clear. You can't talk over each other.

19 MR. REESE: Okay.

20 THE COURT: Ask him a question --

21 MR. REESE: I will.

22 THE COURT: -- and he's got to answer. You have got
23 to wait for the question before you start to answer.

24 BY MR. REESE:

25 Q. Mr. Barnes, may I see the three checks that equal

1 \$28,000.00 that I cashed and see what bank I cashed them on?

2 A. It, uhm --

3 Q. Let's see.

4 A. -- doesn't reflect the bank you cashed them on.

5 It's a receipt --

6 Q. Oh.

7 A. -- just like a receipt that you received every month
8 that I gave you for the - the - the rent that you paid. I
9 used the same receipt book and in that same receipt book
10 there's a receipt with your name signed on it saying that you
11 received \$10,000.00 on September, I think it was the 20th, and
12 then you came back on September 24th for another \$10,000.00,
13 and then \$8000.00 on September 26th. Don't deny it.

14 Q. Mr. Barnes, the court stenographer has you on the
15 record stating I cashed \$28,000.00 worth of checks. Now
16 you're saying it's receipts that you gave out of that book
17 that you have bogusly signed. But anyway, I just wanted to
18 start with that because that was the last thing you left off
19 with and I want to ask you one more time. Did you give me
20 checks for this \$28,000.00?

21 A. Yep.

22 Q. And they were cashed by me supposedly?

23 A. The money was gone. You took it.

24 Q. What bank was it cashed on?

25 A. I have no idea.

1 Q. It should be on the back of the checks. Do you have

2 --

3 A. I don't --

4 Q. -- these checks for a record now?

5 A. I have receipts.

6 Q. Do you have the checks?

7 A. I don't know.

8 Q. Where are the checks, sir?

9 A. I don't know. The bank's got them. I don't know.

10 You cashed them. I don't know what bank you cashed them at.

11 I gave you a receipt.

12 Q. What bank was it drawn on, sir?

13 A. NBSC.

14 MR. REESE: So NBSC should have a record with my
15 name on the back cashing these checks. And, Your Honor,
16 I would like to ask for that, if it's going to be entered
17 into evidence, I would like to see those checks because
18 that's going to be another miracle for you to come up
19 with some checks that I cashed from you for \$28,000.00.
20 That's going to be another fraud that we can add to the
21 list.

22 BY MR. REESE:

23 Q. But nevertheless, let's go back to the beginning of
24 where this case started. Mr. Barnes, can you tell the Court
25 why your case was kicked out of Magistrate Court to this

1 court?

2 A. Because you owe me more than \$5000.00.

3 Q. You don't come to this Court for more than \$5000.00.

4 At the time that I have the eviction which you gave me, gave
5 the tenant five day eviction from Judge Adams, sir, it was for
6 February for missing one month, not several months and I have
7 the order here; is that not correct?

8 A. What are you asking me? Did you not pay for
9 February?

10 Q. Yes. That's what it was?

11 A. So you are saying you didn't pay in February.

12 Q. Okay. That's what you said.

13 A. No. That's what you just said.

14 Q. No. That ain't what I said. Listen to this
15 question. Did you not refuse to accept my money --

16 A. That's not what you just said.

17 Q. -- February 1st? I'm asking you the question, Mr.
18 Barnes?

19 A. No. Don't --

20 Q. Don't tell me what to do.

21 A. Don't - don't double talk. That's not what you just
22 said. You asked me that when you missed February --

23 Q. I didn't say that?

24 A. -- I went up to Judge Adams and served an eviction
25 notice.

1 Q. That's what you just said. I said that's what you
 2 alleged when we went to court to Judge Ada Adams. I mean,
 3 Judge Adams, Rebecca Adams. Now my question was, why did she
 4 kick it out?

5 A. Because you owe me more than 5000.

6 Q. Mr. Barnes, you don't take a lease regardless what
 7 it is to foreclosure or to Eleventh Circuit Court because of
 8 the money. Can you show or justify at that time in February
 9 what you said I told the Court earlier, all the payments was
 10 received and just like your receipt book that they got says
 11 that it was February when I did not pay, right? Am I right?

12 A. Are you telling me you did not pay in February?

13 Q. I paid you in February but you refused to take the
 14 money.

15 A. Oh, now I refused it. So what's your question?

16 Q. My question is, in February when you refused to take
 17 my money, that was the, you said under oath with Mr. Jordan
 18 that up to January you got all your money.

19 A. Correct.

20 Q. So if you got all your money up to January --

21 A. Correct.

22 Q. -- how could it be \$5000.00 due in February? Tell
 23 us that. Tell the Court that.

24 A. You asked me why Judge Adams kicked it out of that
 25 court.

1 Q. That's true.

2 A. And I answered it. I said because they're limited
 3 to 5000.

4 Q. So my follow up question was, if you got paid
 5 according to these receipts --

6 A. Nobody said anything about that.

7 Q. I did. -- all the way up to January, January, now
 8 we going into February that you are now stating that you want
 9 to take me to the Magistrate and eject me because you didn't
 10 get February money, how can that be exceeding up to \$5000.00
 11 for one month?

12 A. You don't keep up with your own stories because
 13 first of all, I was there to evict the people because they - I
 14 hadn't received payment and you were nowhere to be found.

15 Q. But what --

16 A. But when we got kicked out of Judge Adams' office,
 17 it wasn't because of me. It got thrown out because you
 18 demanded a certain amount of money and therefore it exceeded
 19 5000. Think about what you doing because I'm not one of them
 20 other people you be playing with.

21 Q. Answer this then, sir. You're saying I requested a
 22 certain amount of money?

23 A. Just like you doing here.

24 Q. What did I request a certain amount of money for?

25 A. The same thing you're doing, equity. Equity.

1 That's what you been hollering for ever since. Since you
 2 defaulted on the loan, you been hollering I want my money back
 3 for what I put in. Equity. Equity. You said that to --

4 Q. That's not the testimony, Mr. Barnes.

5 A. You told that to Judge Adams and Judge Adams kicked
 6 it out. I answered your question.

7 Q. Why would Judge Adams kick it out?

8 A. Because it was over 5000 because you was wanting
 9 equity from all the other payments.

10 Q. Quit trying to beat around the bush. We're not
 11 gonna leave it. Explain to the Court, if I'm paid up all the
 12 way to February, up to February, how it jump to \$5000.00?
 13 Tell us.

14 A. I'm gonna speak slow.

15 Q. Please do.

16 A. It was kicked out of Judge Adams' court because of
 17 you demanding equity which went over 5000. It didn't get
 18 kicked out because of me. I wasn't even there for that. I
 19 was there for ejectment. Just like you said, just like on the
 20 paper that's in your hand. You're not making any sense. You
 21 are so adamant about wanting some money back.

22 Q. I didn't ask you that.

23 A. Let me finish. You asked me a question. You are so
 24 adamant about wanting money back for what you put into a
 25 house. You broke the lease. You broke whatever --

1 Q. I'm not asking you that. We'll get to that.

2 A. You asked me a question.

3 THE COURT: Stop.

4 BY MR. REESE:

5 Q. We will get to it.

6 THE COURT: Do not talk over him. You asked him a
7 question. Let him answer it.

8 MR. REESE: Okay.

9 THE COURT: Then you can ask him another question.

10 MR. REESE: But he going to another question. I
11 didn't ask him that.

12 THE COURT: Well, you asked him what it was. He's
13 answered the question.

14 BY MR. REESE:

15 Q. Okay. Go ahead. I'll just take my time. Go ahead.
16 Go ahead and tell us now.

17 A. I don't even know what we're talking about.

18 Q. Do you want me to repeat the question?

19 A. Please.

20 Q. I want to know how if I paid you all of these months
21 up to January, how did it jump to \$5000.00? It's not about
22 what I request, that I have proof of the Judge to kick it out
23 for the 5000. She not gonna kick it out unless I got proof to
24 show that which I never said that's what it was. You said
25 that. Go ahead. Tell the Court how it got to \$5000.00 in

1 February?

2 A. No. I'm gonna do you one better.

3 Q. Because I'm gonna take it - because I'm gonna show
4 you a document in a minute.

5 A. I'll do you one better. I acquiesce.

6 Q. You do what?

7 A. I acquiesce. Whatever you feel the Judge's reason
8 was for kicking it out, hey, I'm not a scholar. All I know is
9 that you didn't pay February. You didn't pay March. You was
10 in default for your lease, the fake lease, the blind lease,
11 all I know is that you did not pay so whatever your argument
12 is with Judge Adams, hey, I acquiesce. You win. Whatever.
13 But I know the Judge gave me the house back. You owe me two
14 years worth of money. You tore up my house.

15 Q. We're not there, Mr. Barnes. You going --

16 A. So I acquiesce.

17 Q. I didn't ask you --

18 A. Well, I'm telling you, whatever you want to argue
19 about with Judge Adams, I don't know what you just talking
20 about. That's why I got an attorney.

21 MR. REESE: Well, I would like to make record for
22 the Court to record this, that Mr. Barnes cannot tell us
23 why --

24 MR. JORDAN: Objection, Your Honor.

25 THE COURT: If you've got a document, show him the

1 document.

2 MR. REESE: Okay. I would like to make note that he
3 can't say why --

4 THE COURT: Show him the document.

5 MR. REESE: This is the document --

6 THE COURT: Let him look at it and read it.

7 MR. REESE: -- that Judge Adams, when you took me to
8 court for five day ejectment, and you just told this
9 Court it's for \$5000.00. Tell one lie, you got to tell
10 another one. Hallelujah.

11 BY THE WITNESS:

12 A. So what - what you asking? It just says here writ
13 of ejectment.

14 BY MR. REESE:

15 Q. Okay. I just wanted --

16 A. This is not --

17 Q. I just --

18 THE WITNESS: No. No. No. No. No. No. Hold up.
19 That's not what he said that this is, Your Honor. This
20 is a writ of ejectment. He's hollering about why it was
21 dismissed out of her court.

22 MR. REESE: That's right.

23 THE COURT: You can talk about what the document is.

24 BY THE WITNESS:

25 Q. This says in Magistrate Court, writ of ejectment.

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1 bring the lease current? Or whatever you call it. If
2 you don't want to call it a lease, he owes three months
3 worth, \$700.00, \$2100.00. Has he mentioned that he paid
4 that? Since I have gotten involved I've had five
5 different hearings in this courtroom before the trial and
6 he's never raised, never brought any money to offer to
7 the Court. He's never ever tried to reinstitute this
8 account and I'll assure you Mr. Barnes would have
9 accepted it if he had. Thank you again.

10 MR. REESE: Okay --

11 THE COURT: No, sir. You don't get another
12 rebuttal.

13 MR. REESE: Even with the comments he said I can't
14 rebuttal?

15 THE COURT: No, sir. Not under the court rules.
16 They will just have to assume that you would oppose it.

17 During this trial, ladies and gentlemen, you and I
18 have certain duties to perform. As the trial Judge, it
19 is my responsibility to preside over this case and to
20 rule upon and pass upon the admissibility of evidence
21 that's been presented and you are to consider only the
22 evidence which is before you. To any evidence to which
23 there was an objection sustained, you must not speculate
24 as to what the evidence might have been or the reasons
25 for the objection. Again, you should only consider the

1 testimony from the witness stand along with any exhibits
2 that have been made a part of the record in this case.

3 Now, I have the additional duty and responsible to
4 instruct you on the law that applies in this matter but
5 before I do that, as part of the exhibits in this case
6 there are what we call request for admissions.

7 Under our Rules of Civil Procedure a party may serve
8 on another party a written request for admission of the
9 truth of any matters set forth in the request that relate
10 to statements or opinions of fact or any application of
11 law or fact including to admit to the genuineness of any
12 documents that have been described. Under those rules
13 the matters are admitted unless within 30 days after
14 service of the request that the party to whom the request
15 is directed serves upon the party requesting the
16 information a written answer or an objection to the
17 matter that's signed by the party. If the objection is
18 made, then the reasons for the objection must be stated
19 and the answer that's given must specifically deny the
20 matter or set forth in detail the reasons why the
21 answering party cannot truthfully admit or deny the
22 matter.

23 And so as part of the exhibits you will see some
24 requests to admit that were sent by plaintiff to the
25 defendant and then you will also the defendant's

1 response. The defendant's response was not timely but
2 the defendant did raise objections to the request to
3 admit and you will have the opportunity to review those
4 and consider those as evidence in this case.

5 Now, as I have stated, I have the additional duty to
6 instruct on the law that applies. And as the trial Judge
7 I'm the sole Judge of the law. If you have any
8 preconceived ideas as to what the law is or what the law
9 should be or your interpretation of the law, you have to
10 set all of that aside for under your oath as jurors you
11 are sworn to accept the law as I instruct you. If by
12 chance I made some error in instructing you, then there
13 is another court, a higher court that can correct those
14 errors of law but for purposes right now, this trial,
15 this moment you must accept the law as I instruct you as
16 being the correct statement of the law.

17 Now, in every case tried before a jury, you the
18 jurors become the sole and exclusive judge of the facts
19 in this case. No one can tell you what the facts of this
20 case are and if I have done anything throughout the
21 course of this trial that's given you any impression that
22 I'm commenting on the facts, that I'm telling you what
23 facts to find, that I'm hinting about what the facts
24 should be, I ask that you set all of that aside for under
25 your oath as jurors that's your job here to determine the

1 facts of this case. I assure you I don't have any
2 opinion about the facts of this case. That's not my job
3 here. That's not my role. That's your duty and your
4 responsibility to do that.

5 Now, in order to determine the facts of the case you
6 have to analyze and evaluate the evidence and determine
7 what evidence convinces you of its truth. In order to do
8 that you have to judge the credibility or believability
9 of the witnesses who have testified, and you are to
10 consider only the competent evidence which is before you.

11 Credibility is simply a legalistic term meaning
12 believability. To determine the facts and to determine
13 the credibility of a witness, you may consider the
14 following factors. What was the manner and appearance of
15 the witness who testified. Was he or she hesitant or
16 straight forward in answering the questions. How did the
17 witness know the facts that he or she testified to. What
18 was his or her ability to know these facts. Is there a
19 reason why a witness would want to give testimony that
20 would help or hurt one side or the other. In other
21 words, was the testimony of a witness biased or prejudice
22 in some manner. And was the testimony of a witness
23 strengthened or weakened by other testimony or other
24 evidence.

25 Now, in judging the credibility of the witnesses you

1 may believe one witness against several witnesses, or you
2 can believe several witnesses against one witness. You
3 can believe a portion of a witness' testimony and
4 disregard other portions of that same witness' testimony.
5 And if you have a good and sufficient reason for doing
6 so, you can accept the witness' testimony in its entirety
7 or you may reject it in its entirety. These factors you
8 should not exercise arbitrarily, but if in your good
9 judgment there is reason for you to consider these
10 things, then you should do so. Your objective, ladies
11 and gentlemen, is to determine the facts based upon the
12 evidence and in doing that you have to determine the
13 credibility of the witnesses.

14 And what the law simply requires is that when you
15 exercise your mental processes in determining what you
16 consider to be truthful evidence, you really should use
17 your good common sense, your sense of logic and
18 reasoning. Use your experiences in life. You make
19 credibility calls about people every single day as part
20 of what you do in your every day life. You use those
21 same common sense factors in determining which witnesses
22 to believe, what portions of a witness' testimony to
23 believe, and whether to accept or reject a witness'
24 testimony.

25 When you have determined the credibility of the

1 witnesses and then determine what you consider to be
2 truthful evidence, then you apply the law as I instruct
3 you and you will be able to arrive at your verdict. Your
4 verdict shouldn't be based upon sympathy, passion, or
5 prejudice, and by your verdict you have no friends to
6 reward and you have no enemies to punish. Your verdict
7 should simply speak the truth based upon what you have
8 determined.

9 Now, we have heard from an expert witness.
10 Ordinarily our rules of evidence don't allow persons to
11 give opinions. An exception exists for those that we
12 call experts. Those are people who because of their
13 education or training, they profess to be an expert in
14 some art or science and they may give opinions in the
15 area in which they profess to be an expert. You should
16 consider any expert opinion that was offered in this case
17 and give it the weight that you think that it deserves.
18 If you determine that the opinion was not based upon
19 sufficient education or training, or that the opinion was
20 outweighed by other evidence, then you are not required
21 to accept that expert's opinion. An expert's opinion is
22 not to be given any weight, any greater weight than that
23 of any other witness simply because that person professes
24 to be an expert and you are not required to accept that
25 expert's opinion even though it may be uncontradicted.

1 Now, every time a lawsuit is brought in court, it's
2 the plaintiff who has the burden of proving each and
3 every element of their claim by what we call the greater
4 weight or preponderance of the evidence. It's typically
5 illustrated by looking at the old fashion scales. When
6 you go down to the farmers market, the scales sitting
7 there. Throughout the course of the trial as the
8 evidence is presented the scales may tip back and forth
9 based upon the weight of the evidence. If, after all the
10 evidence has been presented, the scales remain even or if
11 they tip ever so slightly in favor of the defendant, then
12 that means that the plaintiff did not satisfy the burden
13 of proof and your verdict would be for the defendant.
14 If, on the other hand, after all the evidence has been
15 presented and the scales should tip ever so slightly in
16 favor of the plaintiff, then that means that the
17 plaintiff did satisfy that burden of proof and your
18 verdict must be for the plaintiff.

19 Now, of course, there's no way to physically weigh
20 the evidence. It's entirely a mental process. The
21 evidence to which you assign the most weight should be
22 the evidence that convinces you of its truth regardless
23 of from whom or from what source it comes.

24 Now, in this case this is a claim basically for a
25 breach of contract claim case and in a breach of contract

1 case the plaintiff has to prove several essential
2 elements by the greater weight of preponderance of the
3 evidence.

4 First of all, the plaintiff has to prove that there
5 was a contract entered into between the parties. That is
6 that the parties entered into a binding contract. A
7 contract is an agreement that's entered into by two or
8 more parties where each party agrees to perform or not to
9 perform certain duties. It may be by words, written,
10 oral, or by conduct. However, an agreement -- A contract
11 is more than a mere exchange of promises. For an
12 agreement to be considered a contract the parties must
13 have intended to enter into a contract and must have
14 reached a mutual understanding as to the terms of that
15 contract and that sometimes is called the meeting of the
16 minds. So the parties must continue to be mutually bound
17 by the agreement.

18 Now, contracts that involve the sale of property or
19 involve the use of property that exceed one year must be
20 in writing. So if the terms of the contract are going to
21 last beyond a year, the contract as it relates to
22 property must be in writing.

23 Additionally, the second element that is part of
24 determining whether there's a binding contract, there
25 must be an offer and an acceptance. The offer is a

1 proposal which is definite and certain in its terms. The
2 offer has to be communicated to the other party. The
3 mere intention to do an act is not an offer.

4 In addition, preliminary negotiations are not
5 offers. An offer may be withdrawn any time before it is
6 accepted. So if you find that an offer was made, you
7 must next consider whether the offer was accepted. An
8 offer can be accepted by a person - can only be accepted
9 by the person to whom it is made. The acceptance must be
10 communicated to the person who made the offer and the
11 offer may be accepted in any way that let's that person,
12 the person making the offer know that the offer is
13 accepted. An acceptance does not have to be expressed.
14 It can be inferred from the acts or conducts of the party
15 accepting the offer. However, there must be some
16 expression of the intent to accept the offer either by
17 words or signing or some act that's communicated to the
18 person who is making the offer or that person's agent.

19 If you find that an offer was rejected or was not
20 accepted, then there is no contract and you must return a
21 verdict for the defendant in this case. The person who
22 receives the offer may choose to reject it by words or
23 acts which indicate that the offer has been rejected. If
24 the party who receives the offer requests any changes to
25 the offer before it is accepted, then that's a rejection

1 of the original offer. If a counter offer is made, this
2 is a rejection of the original offer, however, merely
3 asking whether the person making the offer would change
4 the terms of the offer is not a rejection. If an
5 acceptance is made with a condition attached to it, this
6 is a rejection of the original offer.

7 In other words, if the person says that the offer
8 will be accepted if something else is done by the person
9 making the offer, that is not an acceptance of the
10 original offer.

11 In addition to the offer and acceptance, each party
12 to the contract must give some valuable consideration to
13 the other. This means that they must give something
14 which benefits each party. Consideration may be some
15 right, interest, or benefit that's given to the party.
16 It may be the failure to do an act or a loss or a
17 responsibility which is undertaken by the party.
18 Consideration can be money. It could be an act. It
19 could be service. It could be the promise to do
20 something or not to do something in the future. Mutual
21 promises may constitute consideration.

22 The example that's given is if I go to the grocery
23 store and I buy a loaf of bread, the consideration that
24 the grocery store gives to me is the bread and the
25 consideration that I give to the grocery store is the

1 money to pay for the bread. So that's an offer and
2 acceptance with consideration.

3 In making your decision as to whether a valid
4 contract exists you should consider and only be concerned
5 with whether there was any consideration, not the value
6 of the consideration. You should not weigh the value of
7 the consideration as given by one party against the value
8 of the other party's consideration. So it doesn't have
9 to be even consideration. You are to only decide whether
10 there was consideration to support the agreement and not
11 whether the agreement was a good one.

12 Now, in interpreting the contracts you have to
13 determine the intentions of the parties and put those
14 intentions into effect. In doing this you must consider
15 only the outward expressions of the parties. You cannot
16 consider any undisclosed or secret intentions of the
17 parties. The contract should be liberally construed to
18 carry out the intentions of the parties and it is the
19 substance of the agreement not the form which must
20 control the construction of the contract. When you are
21 interpreting a contract, you are not limited to the
22 literal meaning of any term of the contract if you decide
23 that the literal meaning would defeat the intentions of
24 the parties. The contract is to be considered by looking
25 at the subject, the subject matter, the nature and the

1 purpose. When you have determined the general purpose of
2 the contract, you should look at the language of the
3 contract in light of it's purpose.

4 Now, when the contract is in writing as in this
5 particular case, you must determine the intention of the
6 parties primarily from the contents of the written
7 document. The intentions of the parties must be
8 determined from the entire agreement and not just from
9 certain clauses or provisions in the agreement. When the
10 written contract is clear, the intention must be
11 determined based upon the contents of the document alone.
12 If the circumstances warrant, the terms which do not
13 contradict the written portions of the contract may be
14 implied in order to carry out the true intentions of the
15 parties. If the term of a contract has more than one
16 meaning, one that would make the contract unusual and
17 extraordinary while the other would make the contract
18 reasonable and fair, then you must construe the term that
19 gives the contract the reasonable and fair
20 interpretation.

21 Where the contract has more than one meaning you
22 must consider the circumstances surrounding the making of
23 the contract to help you determine the real intention of
24 the parties. However, you may not use these intentions
25 to give the contract a meaning which is not apparent on

1 the face of the document.

2 Now, there are two clauses that are in the contract
3 that are in conflict. You should accept the one that's
4 stated first and reject the second one, if you find that
5 that first clause is in harmony with the rest of the
6 contract. And there exists in every contract an unspoken
7 legally enforceable promise of good faith and fair
8 dealing.

9 Now, if you determine that the plaintiff has proven
10 to you the contract, that there's a contract that exists
11 between the plaintiff and the defendant and that contract
12 is fair and reasonable and meets all the conditions of
13 the terms of the contract meaning the offer and
14 acceptance, the consideration and then your
15 interpretation because it's written, then it is up to the
16 plaintiff to prove and show by the greater weight of the
17 preponderance of the evidence that the defendant
18 unjustifiably breached that contract.

19 Now, the word breach means the failure without legal
20 cause or excuse to perform any promise that forms a part
21 of that particular contract and that includes the refusal
22 of a party to recognize the existence of the contract or
23 the doing of something that's inconsistent with its
24 existence. A party breaches the contract when that party
25 does not perform as agreed under the contract and that's

1 done by failing to carry out a term or a promise or a
2 condition of the contract.

3 In this case one of the defenses that's been raised
4 by the defendant is that the plaintiff prevented him from
5 performing the requirements of the contract. When two
6 parties make a contract, each one is required to allow
7 the other to perform their part of the contract without
8 interference. Each party must reasonably avoid any
9 action which would effectively prevent the other party
10 from doing what was agreed on in the contract. If you
11 find that the plaintiff prevented the defendant from
12 performing the requirements of the contract, then you
13 would return a verdict for the defendant as to the
14 plaintiff's claim. If, on the other hand, you find
15 that the plaintiff has proven that there was a contract
16 and proven that the defendant breached that contract,
17 then you would go on to consider the damages.

18 Now, the plaintiff claims that the contract was a
19 residential lease and there are state statutes that
20 govern residential leases. The statutes, the act is
21 called the Residential Landlord and Tenant Act and
22 Section 27-40-750 of the South Carolina Code states that
23 if the rental agreement is terminated, the landlord has a
24 right to possession and for rent and a separate claim for
25 actual damages for breach of the rental agreement and

1 reasonable attorney's fees. Damages are intended to
2 compensate the injured party. It is to put that person
3 as near as possible in the position that they would have
4 been in had the contract been performed.

5 Under the Residential Landlord Tenant Act under
6 Section 27-40-710 the landlord may recover actual damages
7 and obtain injunctive relief, judgments, or evictions in
8 Magistrate's Court or Circuit Court without posting bond
9 for any non compliance by the tenant who has the rental
10 agreement. If the tenant's non compliance is willful
11 other than the nonpayment of rent, the landlord may
12 recover reasonable attorney's fees provided the landlord
13 is represented by an attorney. If the tenant's
14 nonpayment of rent is not in good faith, the landlord is
15 entitled to recover reasonable attorney's fees provided
16 the landlord is represented by an attorney.

17 Under Section 27-40-770 according to the Residential
18 Landlord and Tenant Act, if the tenant remains in
19 possession of the leased premises after the expiration of
20 the term of the rental agreement and if the holdover is
21 not in good faith, the landlord may recover reasonable
22 attorney's fees and may also recover an amount not more
23 than three months periodic rent or twice the actual
24 damages sustained by him, whichever is greater, and
25 reasonable attorney's fees. According to the Residential

1 Landlord Tenant Act under Sections 27-40-510 a tenant
2 shall not deliberately or negligently destroy, deface,
3 damage, impair, or remove any part of the premises, or
4 knowingly permit any person to do so who is on the
5 premises with the tenant's permission or who is allowed
6 access to the premises by the tenant.

7 Now, ladies and gentlemen, if you determine that the
8 plaintiff has proven by the greater weight of
9 preponderance of the evidence that there was a contract
10 between the parties and that the defendant breached that
11 contract, and you have determined damages, then and only
12 then may you award punitive damages. While actual
13 damages are intended to compensate the injured party, the
14 punitive damages are intended to punish the wrongdoer for
15 extraordinary and outrageous misconduct and to serve as a
16 deterrent to others and to the defendant. Punitive
17 damages are awarded to punish, deter, and vindicate the
18 rights of the plaintiff when the conduct of the defendant
19 is willful, reckless, or wanton.

20 Now, these words, willful, reckless, or wanton are
21 used to describe a conscience failure to use reasonable
22 care. Conduct is willful, wanton, or reckless when it is
23 committed with a deliberate intention under such
24 circumstances that a person of ordinary reason and
25 prudence would be conscious of it as an invasion of the

1 injured party's rights. To support an award for punitive
2 damages the plaintiff has to prove by clear and
3 convincing evidence that the conduct complained of
4 included the consciousness or wrong doing at the time of
5 the conduct. Clear and convincing is a legal standard
6 which is higher than preponderance of the evidence.

7 As I stated, preponderance of the evidence is just
8 something that tips the scale ever so slightly. Well,
9 clear and convincing proof leaves no substantial doubt in
10 your mind. We mean that it is not ambiguous. It's not
11 doubtful. It's not equivocal. It's not contradictory.
12 It is proof that establishes in your mind not only that
13 the fact at issue is probable, but that it is highly
14 probable. To award punitive damages as I have indicated
15 they're not compensatory damages or what we call actual
16 damages. They are in addition to those damages. The
17 factors you may consider in determining the amount of
18 punitive damages include but are not limited to the
19 defendant's degree of culpability, the severity of the
20 harm that's caused by the defendant, the extent to which
21 the plaintiff's own conduct contributed to the harm. The
22 duration of the conduct. The defendant's awareness and
23 any concealment by the defendant, the existence of similar
24 past conduct, the profitability of the conduct to the
25 defendant, the defendant's ability to pay, the likelihood

1 that the award would deter the defendant or others from
2 similar conduct.

3 Finally, ladies and gentlemen, any award of punitive
4 damages must be limited to punishment and thus must not
5 affect economic bankruptcy and to this end the
6 defendant's ability to pay any punitive damages award
7 should be considered by you.

8 Now, in this case the defendant has raised a
9 counterclaim. The defendant's counterclaim is for breach
10 of contract accompanied by a fraudulent act. The
11 defendant claims that the breach of contract in this case
12 was accompanied by a fraudulent act by the defendant and
13 the defendant has to prove all of the elements relating
14 to the contract that he's indicating that was breached.
15 So the defendant on his counterclaim would have the
16 burden of proving by a greater weight of preponderance of
17 the evidence that there was a contract between the
18 parties, that the plaintiff breached the contract, and
19 that in addition the plaintiff breached the contract with
20 a fraudulent act.

21 As I stated, the defendant must first show that the
22 plaintiff breached the contract. Next the defendant must
23 show that the plaintiff had fraudulent intent as to the
24 breach of the contract. Fraudulent intent relating to
25 the making of the contract is not sufficient. The

1 terms based upon the evidence and that the plaintiff
2 actually breached that contract.

3 So once you decide which contract applies and which
4 one the parties had the meeting of the minds, then you
5 will be able to determine the remaining portions of the
6 case and then you will be able to arrive at your verdict
7 in this particular matter.

8 Mr. Foreman, I'm going to go over this verdict form
9 with you. There are two separate parts here. The first
10 one is on the plaintiff's breach of contract. We the
11 jury unanimously find for the plaintiff. There's a line
12 for actual damages with a dollar sign in parentheses.
13 There's a line for punitive damages with a dollar sign in
14 parentheses. Or we find for the defendant. So in
15 completing this part you have to determine whether you
16 believe that the contract is as the plaintiff has
17 asserted. That it was a residential lease. If you find
18 that that was not the contract, then basically he's
19 failed to prove the elements of his claim. That there
20 was no meeting of the minds as to the lease of the
21 property and so your verdict would be for the defendant.

22 If, however, you find that that was the contract
23 that was entered into, that the parties have a meeting of
24 the mind, there was the offer and acceptance, there was
25 consideration, then you have to determine whether or not

1 the plaintiff proved that the defendant breached that
2 contract. If you determine that the plaintiff did not
3 prove that or that the defense by the defendant was that
4 he prevented me from performing under the contract, then
5 you would find for the defendant.

6 If, however, you find that the plaintiff proved that
7 there was a contract from the lease of the property, that
8 the defendant breached that contract, then you would go
9 on to consider the damages as I described to you pursuant
10 to the statute. You would complete this like you would a
11 check. Words on the line with the numbers behind the
12 dollar sign.

13 If, and only if you make an award for actual
14 damages, may you consider the punitive damages. The
15 punitive damages again must be proven by clear and
16 convincing evidence and the plaintiff has to prove that
17 the defendant's conduct was willful, wanton, or reckless.

18 If you determine that punitive damages are
19 appropriate, then you would determine the amount of
20 punitive damages and then you would write that on the
21 line.

22 If, however, you find that the plaintiff failed to
23 prove that the conduct was willful, reckless, or wanton,
24 then you would write zero for the punitive damages or not
25 considered so that we know that you did the analysis and

1 you determined that it wasn't appropriate. And then you
2 would consider the defendant's counterclaim for breach of
3 contract, breach of contract with fraudulent act.

4 If you find that the plaintiff proved the contract,
5 then that means that the defendant's contract couldn't be
6 the contract. So if that's the case, then you would find
7 for the plaintiff on the counterclaim. If you find that
8 the plaintiff failed to prove the contract for the lease,
9 then you would consider whether the defendant proved by
10 the greater weight of the preponderance of the evidence
11 that there was a contract between the parties for the
12 sale of the property with the terms as outlined in the
13 documents that are reflected and then you determine
14 whether the defendant proved that there was not only a
15 breach of the contract but that it was - that there was a
16 breach with a fraudulent act. Some act of fraud in
17 conjunction with that.

18 If you find that the plaintiff has met that burden,
19 then you would find for the defendant. If you find that
20 the defendant failed to meet that burden, then as I
21 stated earlier that you would find for the plaintiff.
22 But you have to make a finding that there was some
23 contract between the parties. I suppose you really could
24 say that there was no contract for either one based upon
25 your view of the evidence but you have to make that

1 determination and no matter what the verdict is, Mr.
2 Foreman, you would complete the form, you would sign your
3 name and place today's date.

4 Mr. Foreman and members of the jury, your verdict
5 has to be unanimous. It must be the verdict of all 12 of
6 you. You have been sworn as fair and impartial jurors to
7 determine the facts of this case based upon the evidence
8 that's been presented and based upon the instructions as
9 I have given to you and the law as I have given it to
10 you.

11 When you have determined the facts and you have
12 applied the law and you arrived at your verdict, then no
13 one can complain about the verdict that you have reached
14 and you would have fully discharged your duty and your
15 responsibility as jurors in this matter.

16 Once again, ladies and gentlemen, your verdict
17 should not be based upon sympathy, passion or prejudice.
18 Your verdict should simply speak the truth based upon the
19 evidence that's been presented in this case.

20 Now, I'm about to excuse you to go to the jury room.
21 If throughout the course of your deliberations, Mr.
22 Foreman, there are any questions that come up, if you
23 will write the question on a sheet of paper, sign your
24 name and give it to the bailiff, we will try to answer
25 it. If you have no questions, then when you finish with

1 the verdict form, just knock on the door and say you have
2 a verdict and we'll receive you back in the courtroom.

3 I will tell you that the exhibits will be sent in to
4 you along with the verdict form so you will have the
5 opportunity to review all of the exhibits made a part of
6 this record. I will let you deliberate as long as you
7 wish to deliberate tonight. If you want to come back and
8 finish up tomorrow morning, we can come back early and
9 start tomorrow morning and continue on. The courthouse
10 opens at 8:30 so we can come in at 8:30 and continue on.
11 I know that one of you has a medical appointment that you
12 might need to keep sometime tomorrow hopefully earlier
13 than later so I want you to start deliberating. I won't
14 knock on the door and say it's time to go home. You have
15 to tell me you're ready to go home and if you decide that
16 you want something to eat, then we'll have to figure that
17 out with the clerk's office. Usually we're not here this
18 late but we'll figure that out. It may take a little
19 while to order and have food brought in so you have to
20 factor that in as well but you would need to write me a
21 note about that.

22 Before you begin any deliberations the law requires
23 that I consult to see if I have left out anything in the
24 instructions to you. If I have not, then at that time
25 the verdict form and all of the exhibits will be sent

1 THE COURT: Yes, sir. Because --

2 MR. REESE: Why don't you make it clear saying that
3 I filed the counterclaim?

4 THE COURT: I am. I told them on the counterclaim
5 Mr. Reese is the person who brought the claim. He has
6 the burden of proof. On the verdict form he is listed as
7 defendant. When you see plaintiff on the verdict form,
8 it refers to Mr. Barnes.

9 MR. REESE: Yeah. That's true.

10 THE COURT: Okay. So that way when you you see
11 plaintiff, it means Mr. Barnes. When you see defendant,
12 it means Mr. Reese.

13 MR. REESE: In the counterclaim?

14 MR. JORDAN: In both.

15 THE COURT: In both. No matter -- You have a copy
16 of the form. If you like at the form -- Okay. This is
17 what I wrote. On the counterclaim Mr. Reese is the
18 person who brought the claim. He has the burden of
19 proof. On the verdict form he is listed as defendant.
20 When you see plaintiff on the verdict form, it refers to
21 Mr. Barnes. And then I said when you see defendant on
22 the verdict form, it refers to Mr. Reese.

23 MR. JORDAN: Very good.

24 THE COURT: Okay. So if you will take that back to
25 the foreperson and have the foreperson read it. Do not

1 throw it away, do not crumble it up. Save it and we'll
2 put a sticker on it when it comes back.

3 (Deliberations.)

4 BAILIFF: All rise.

5 THE COURT: Please be seated. I understand the jury
6 has a verdict. Is there anything we need to take up
7 before I bring them in?

8 MR. JORDAN: No, Your Honor.

9 THE COURT: Anything from you, Mr. Reese, at this
10 time?

11 MR. REESE: No, ma'am.

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

14 (Whereupon, the jury entered the courtroom at 9:00
15 p.m.)

16 THE COURT: Mr. Foreman, I understand that you all
17 have reached a verdict; is that correct?

18 THE FOREMAN: Yes, ma'am.

19 THE COURT: Please pass it to one of the bailiffs
20 please.

21 THE FOREMAN: (Complies.)

22 THE COURT: Thank you. Madam Clerk, please publish
23 the verdict.

24 THE CLERK: 2016-CP-32-1385, Richie D. Barnes versus
25 James Reese. On the plaintiff's breach of contract we

1 the jury unanimously find for the plaintiff in the amount
2 of \$82,815.86 for actual damages. Punitive damages in
3 the amount of \$8200.00. On the defendant's counterclaim
4 for breach of contract with fraudulent act we the jury
5 unanimously find for the plaintiff Mr. Barnes. The
6 verdict form is signed and dated by the foreperson of the
7 jury.

8 THE COURT: Do the parties wish to poll the jurors?
9 That is, Mr. Reese, what that means is, do you want to
10 ask each juror individually whether that's that person's
11 verdict?

12 MR. REESE: In other words, you're saying they found
13 me guilty?

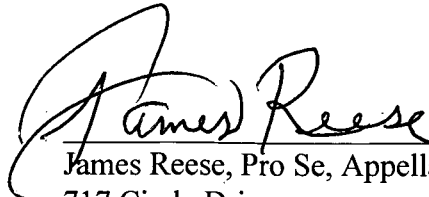
14 THE COURT: They didn't find you guilty but they
15 found that you breached the contract, the lease. They
16 called it the lease and they found that you breached the
17 lease and they awarded actual damages and punitive
18 damages. And so what I'm asking you now is do you want
19 to have each juror affirm that that is, in fact, their
20 verdict?

21 MR. REESE: Yes, ma'am.

22 THE COURT: Ladies and gentlemen, the clerk will
23 call your name. She will ask you to two questions.
24 Those questions will be, was this your verdict? And is
25 it still your verdict? And I ask that you answer

Certificate of Counsel

The undersigned hereby certifies that the Supplemental Record on Appeal complies with SCACR.


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May 21, 2021

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