

THE STATE OF SOUTH CAROLINA

THE SUPREME COURT OF SOUTH CAROLINA

APPEAL FROM COURT OF APPEALS

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Supreme Court Case No. 2022-001413

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Court of Appellate Case No. 2018-002157

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PETITION FOR REHEARING

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Richie D. Barnes.....Respondent

v.

James Reese, .....Appellant

**RECEIVED**

SEP 26 2023

S.C. SUPREME COURT

## PETITION FOR REHEARING

Pursuant to Rule 221 of the South Carolina Rules of Appellant Procedure, appellant, James Reese, petitions this Court for a rehearing in the above-entitled matter an order of the South Carolina Supreme Court, dated August 12, 2023, which denied the appellant petition for a writ of certiorari and therefore let stand the South Carolina Court of Appeal decision that affirmed the jury's verdict in favor of Richie D. Barnes and award of actual and punitive damages. Appellant, James Reese, hereby respectfully request this court move to grant this petition for rehearing and consider his case with merits briefing and oral argument.

### INTRODUCTION

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

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

1. As to issue one, the court held Reese's argument regarding the magistrate court's jurisdiction is not properly before this court; rather, he should have appealed the magistrate's dismissal of the previous action. See *Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("An unappealed ruling is the law of the case and requires affirmance.").

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

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

court held these arguments are not preserved for review because the record does not show they were timely raised to and ruled upon by the trial court. See Doe, 370 S.C. at 212, 634 S.E.2d at 54 ("To preserve an issue for appellate review, the issue cannot be appellate review, the issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial court.").

### REASONS FOR GRANTING THE PETITION

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

Despite the typo error, the appellant, James Reese, clearly expressed his position that the magistrate judge's ruling was correct and that the matter should not be before the magistrate court because it was a matter involving a sale of property. The magistrate's ruling solidifies that

this was not a landlord-tenant matter and the trial court made a mistake in granting punitive damages.

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

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

#### ARGUMENT

The above-cited ruling should be reheard by this honorable court because as the rule requires, appellant, James Reese shall state with particularity the points that have been overlooked and/or

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

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

new trial on the ground that the evidence does not support the verdict."). To the extent Reese asserts his arguments are properly before the court, the court held he failed to provide a sufficient record for review because he only provided a partial trial transcript. See *Schultze v. Schultze*, 403 S.C. 1, 8, 741 S.E.2d 593, 597 (Ct. App. 2013) ("For [an appellate] court to evaluate the merits of a disputed issue, the appellant must provide the court with a sufficient record pertaining to that issue; otherwise, there is nothing for [an appellate] court to review.").

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

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

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

As to (2) Barnes's evidence of a "blank lease" could not be considered substantial evidence in proving the facts of his claim, the respondent, Mr. Barnes, on cross-examination by

the pro se represented appellant, James Reese admitted that the lease he submitted into evidence was blank with no signature. Page 13 of the Record on Appeal and page 348 of the transcript (See Exhibit "A" attached)

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

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

In addition to that Mr. Barnes also testified that he never saw Mr. Reese sign the fraudulent lease because Mr. Barnes was in the restroom when the signature was supposed to have been signed.

All of these items were raised, presented, and questioned at the Circuit court as well as the appellant court. Line-11 Page 19 of Record on Appeal, Page 357 of transcript. (See Exhibit "C" Attached) Also Line 6-19, Page 656 of Transcript (See Exhibit "D" Attached)

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

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

presented before the trial court as well as presented to this competent court as reflected by the transcript. Line 11-22 Pages 26 of Record on Appeal, Page 457 of Transcript. (See Exhibit "D" Attached)

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

As to issue (5), the evidence showed the appellant, James Reese, and Barnes entered into an agreement to sell the property. The respondent, Mr. Barnes was clearly asked if this was a rental agreement or a lease and he clearly stated under oath that this was a mortgage. In addition to that, the originally signed mortgage was presented to the court with both Barnes and Reese's proven wet signature on the mortgage note. The respondent, Mr. Barnes admitted under oath that he had sold the appellant, James Reese, the house the Respondent had contracted to sell to Mr. Reese. The respondent, Mr. Barnes specifically said: "Before I sold you the house I contacted, at

that time it was City Financial and I said I wanted to sell this property.” Line 2-7 Page 40 of the Record on Appeal and Page 264 of the transcript. (See Exhibit “E” Attached)

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

As to (7) the testimony regarding the damage to the property was inconsistent and showed the witnesses were proven to perjure themselves and there were no damages. According to verbal and written testimony, by the Respondent, Mr. Barnes’s contractor, (George Glymph), these were not damages but requested upgrades from Respondent, Mr. Barnes. This testimony is included in the Record on Appeal and the Final Brief. Line 6 through 20, Page 42 of the Record on Appeal, Line 6 through 20 Pages 42 of the Amended Record on Appeal, and Page 413 of the Transcript. Transcript page included as exhibit “G”. *The Respondent’s contractor, Mr. Glymph,*

*on cross-examination when asked by the Appellant, James Reese, in your professional opinion is this was an upgrade? Mr. Glymph specifically replied: "Yes, It's and upgrades." Line 8-9, Page 42 of the Record on Appeal, Line 8-9, Page 42 of the Amended Record on Appeal and Page 413 of the Transcript. (See Exhibit "G" Attached)*

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

Specifically, the "Contractor's Repair Estimate" and the "Summary of Actual Damages" were not repairs or damages, but upgrades to the Respondent's property to which the appellant, James Reese never authorized. These were upgrades requested by the respondent. In reality, those invoices were unjust enrichment for the Respondent. To be proven true by testimony, this competent court should reject these reported fraudulent claims of damages as acknowledged by the contractor's testimony under oath stating that these were **"upgrades and not damages."** He

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

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

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

Overwhelmingly, that shows a confused jury. After several hours of deliberation, the trial judge made no attempt to clarify this confusion and the trial judge's dereliction of judicial responsibility led to this gross miscarriage of justice. The trial court's verdict should

be overturned in order to help restore faith and confidence in the judicial system. Equity does justice by the whole, not by half.

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

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

#### **CONCLUSION**

The jury verdict itself should be disturbed and overturned due to the fact that overwhelming documented evidence which was presented to the magistrate court, the circuit court as well as this competent appellant court, is clearly supported by the fact that the

Respondent's attorney, **Mr. Jordon, himself**, in closing arguments stated: "that a six grader can see that this is not Mr. Reese signature," on the proven fraudulent lease" and it is not Mr. Reese's signature. This is also in addition to the expert forensic handwriting analysis by Emily J. Will, President of the United States Handwriting Forensic Experts Association. She proved 15 ways under oath that this is not the signature, of James Reese, on the proven fraudulent lease. Mr. Jordon also agreed with her and said her further testimony was no longer needed.

Most importantly, Mr. Barnes himself, the respondent also stated under oath and recorded on the transcript that he was not present when the proven fraudulent lease was signed and he never saw James Reese, the appellant, sign the proven fraudulent lease because he was in the rest room. How can you have a valid contract when you are not present when the contract is signed? All this information is supported by the record. Furthermore, the jury verdict should be disturbed and overturned due to the fact that the overwhelming evidence is clearly supported by the fact that **Mr. Jordon, himself**, in closing arguments, which is included in the transcript, stated: "that a six grader can see that this is not Mr. Reese's signature," on the proven fraudulent lease" and it is not Mr. Reese's signature. (See Exhibit "K" Attached).

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

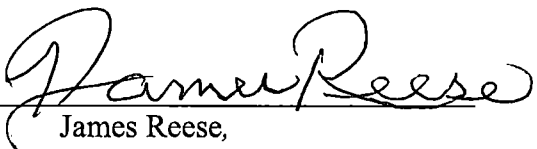
appeals? The only way monetary penalties and punitive damages would apply in this case was if the landlord-tenant act was applicable, which it was proven by overwhelming evidence presented in this case not to apply because it was clearly proven to be a contract of sale.

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

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

What is requested by the appellant, Mr. James Reese, to have this proven frivolous lawsuit dismissed and/or have the Respondent, Mr. Barnes return all of the Appellant documented monies invested in the purchase of this property received by the respondent, Mr.

Barnes verified in his own handwriting with receipts that state mortgage with a declining balance which is documented paid ahead which has been presented to all three courts. Copies of receipt with declining balance states mortgage with Barnes own handwriting is included in the Record on Appeal. Furthermore, the lower court ruled in error based on a proven fraudulent lease by forensic handwriting expert Emily J. Will and on the record agreed upon by Mr. Barnes himself and his attorney Leonard Jordon which all of their statements are on the stenographer's report.

By:   
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September 26, 2023  
Columbia, South Carolina

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THE STATE OF SOUTH CAROLINA

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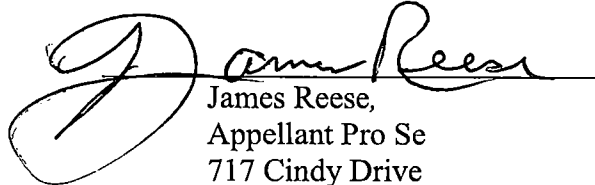
Richie D. Barnes.....Respondent

v.

James Reese, .....Appellant

PROOF OF SERVICE

I certify that I have served the petition for rehearing by depositing a copy of it in the United States Mail, postage prepaid, on September 26, 2023, addressed to Respondent' attorney of record, Leonard Jordon 211 Road, Suite D, Columbia South Carolina 29209

  
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