

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM YORK COUNTY  
Court of Common Pleas

John C. Hayes III, Circuit Court Judge  
Judge Code 2049

Case No. 2012CP4601429

Kelvin L. Jamison, Appellant,

v.

Charlie Lee Dennis, Respondent.

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BRIEF OF APPELLANT

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Kelvin L. Jamison  
8821 Branchside Lane  
Huntersville, North Carolina 28078  
980-721-0911

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SC Court of Appeals

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STATEMENT OF ISSUES ON APPEAL

1. The lower court was in error in charging that the appeal was not properly filed when the appeal was filed on 17 Apr 2012 and the order was issued on 19 Mar 2012 and the noticed was postmarked 22 mar 2012
2. The magistrate court was in error by not releasing the transcript or information as to why and how it arrived at its decision after several attempts by me and Lynn Strait of the York County Clerks office
3. Mr. Dennis openly admitted in open court and on his statement dated 6 Dec 2011 that he gave I gave him 3000.00
4. Magistrate court did not release any of its basis for judgement for  
Mr. Dennis
5. The lower court did not release any fact of findings for judgement

## Statement of the Case

Charlie Dennis and I were friends for several years. I even called him "uncle Charlie". I have loaned him money on several different occasions and he would always return it in a timely fashion. So therefore I didn't feel the need to get a contract from him when I loaned him money. Charlie Dennis, received 3000.00 from me on 2 May 2011 to do a hip hop show on 15 May 2011 with rapper Rocko Da Don. Mr. Da Don showed up but, didn't perform due to lack of fan attendance and Ego. He was scheduled to do a make up show and that he and Mr. Dennis was to workout a date to be determined later. However after several weeks passing I asked Charlie when was the show going to happen only to be told that this was his artist and that I cant rush Mr Da Don to perform and that he would work it out even if it takes until next year this time to make it happen. That did not sit very well with me as I told Charlie that I needed to get my money back because, it was causing problems in my household and that if he didn't do something that I was going to take him to court. Several more weeks went by and I did not hear from Charlie. So I reached out to him to ask him about the status and to inform him that I had spoken to an Attorney and that the Attorney wanted to see a copy of the contract that Charlie had with Mr. Da Don. Charlie, became very annoyed and said that the contract was his and that Mr. Da Don was his artist and that I he was not going to give me a copy of the contract. I told him that I would pursue legal action against him if that was the case because, I gave him the money.

Several weeks later Charlie called me to say that he hired an Attorney to pursue legal action against Mr. Da Don and that he had already paid the retainer of 2000.00 and that he wanted me to send 975.00 to ABC ARBITRATION. I told him that I wasn't going to send any money to anyone unless I had some documentation to back up this claim and I never agreeded to help him pay an attorney or an Arbitration company as he alleges. On Jan 9 2012 Attorney Steven Bimbo called me and said to me that he was Charlie Dennis's Attorney and that he wanted me to join them in the fight against Mr. Da Don and to stop my proceeding against Mr. Dennis. I informed him that I was going forward with my actions against Mr. Dennis as I had no other recourse because, I didn't have a contract with Mr. Da Don as Charlie told me several times.

March 19, 2012 we went to Magistrate Court and it was ruled in his favor.

On 29 June 12, at 1030 am Mr. Dennis Attorney Steven Bimbo called me again to tell me if I didn't drop the common court pleas appeal that he was going to have the Judge order me to pay Mr. Dennis attorney fees if I keep pursing this legal action against Mr. Dennis and not join them in going after Rocko Da Don. Please keep in mind Mr. Bimbo, is not a Licensed Attorney in the State of South Carolina, so I really didn't understand why he was calling me anyway. Moreover, I told him that I was not going to allow them to strong arm me like that and that I would think about it. After giving it very little thought, I decided to go forward with my plans. On July 30 2012 we went to court again and the action was dismissed for failing to properly file and unable to overturn a lower court decision unless an error was made.

## FACTS

1. Charlie Dennis openly admitted that he I gave him 3000.00
2. The Lower court filings were done within the allotted time period
3. Charlie Dennis, didn't want me to have access to the contract that he had with Mr. Da Don, so therefore he was the only recourse that I had to get my money back
4. Charlie Dennis, took our friendship for granted
5. Charlie Dennis, owes me 3400.00 which includes both lower court fees and fees for this court. I did not include any interest from the time I gave him the money until now.

## ARGUMENTS

The Lower court was wrong in ruling in Mr. Dennis favor when he clearly stated that I gave him 3000.00

The filing receipt included clearly shows that the filing was done on time and done properly.

## CONCLUSION

In conclusion, the record clearly shows that I gave this money to Mr. Dennis in good faith only to have to take him to court in an effort to get my money back. The record also shows that everything was properly filed. I hope that after review, that this court would reverse the decision of the lower Court and award me the money that was given to Mr. Dennis.

December 4, 2013

Respectfully submitted,



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