

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

CLERK OF COURT
SOUTH CAROLINA

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

Doree A. Longfield
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 Dauterberg 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 Rickie D. Barnes at 41 Dauterberg 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 Dauterberg 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:

-NA-

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:

[Faint handwritten notes and illegible text]

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


Kaitlin 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

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

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

(d) JA 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.

Richie D. Bowers 3-9-13
Lessor Date

Lessor Date

James Reese 3-9-13
Lessee Date

Lessee Date

Agent 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 Page 6
w/ Both True
Signatures
(Computer)

EXHIBIT "C"



Agreement to Sell Real Estate

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

This Agreement is made on March 9, 2018, between James Reese E.
Seller, of Richie Barner, City of Cola, SC,
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 Lexington, State of SC 29210.

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: <u>\$1,400</u>	\$ _____
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

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

Agreement to Sell Real Estate

This Agreement is made on March 9, 2013, Between Richie Barnes Seller of Columbia, SC and the Buyer Tamer 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 (44) 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

\$ 68,465.00

March 9, 2013

+ 135.00

- Error Regime Fee

\$ 68,735.00

March 9, 2013

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

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

Seller - ~~Mike D. Brown~~ 3-9-13

Buyer - ~~Jan Reese~~ 3-9-13

Witness - ~~Jan Reese~~ 3-9-13

Amended Note as of December, 2015

Balance as of 12/1/2015 = \$49,780.00
at 4% Compounding 29210 =

~~Jan Reese~~ 12/1/15

~~Mike D. Brown~~ 12-1-15

~~Richland County~~, City of Colley, 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
Seller Will 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

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ORIGINAL

page 1
(12 pages)
Case # NO. 2016-
CP-32-OL 385

Richie Barnes
Plaintiff

Vs

James Reese
Defendant

Please Add - Exhibit

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

"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.

877-367-6111

Residential Lease

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, 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 Canterbury St. Columbia S.C. 29210 or at such other place as Landlord designates.

Delivery of Payment.

Rent will be paid:

- by mail, to 147 Abbeywalk Ln. Columbia, S.C. 29229
- or 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:

-NR-

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:

[Faint, illegible text]

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) 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) 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. Barnes 3-9-13
Lessor Date

James Reese 3-9-13
Lessee Date

Agent Date

Lessor Date

Lessee Date

Agent Date



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 I.

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:

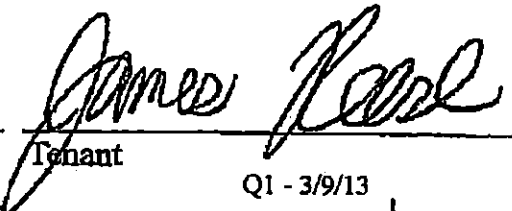
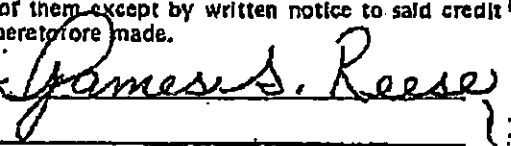

- A. The evidence provides very strong support for proposition X over proposition Y.
- B. The evidence provides qualified support for proposition X over proposition Y.
- C. The evidence provided approximately equal support for propositions X and Y.
- D. The examination was inconclusive.


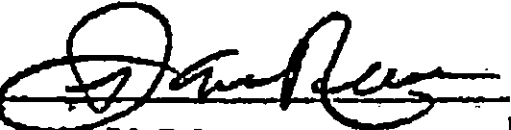
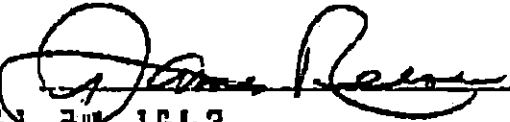
Conclusion: It is the examiner's opinion that the evidence provides very strong support for the proposition that the questioned signatures on documents Q1 and Q2 were written by someone other than James Reese over the proposition that the questioned signatures were written by James Reese.


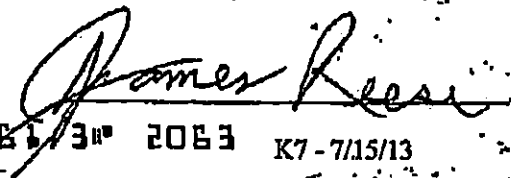
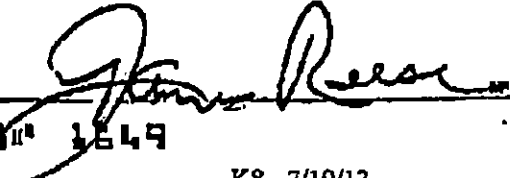
A handwritten signature in black ink, appearing to read "Emily J. Will". The signature is fluid and cursive, with a large initial "E" and "W".

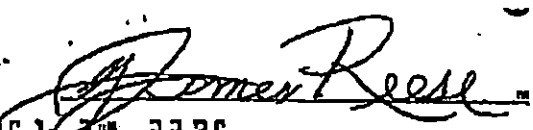
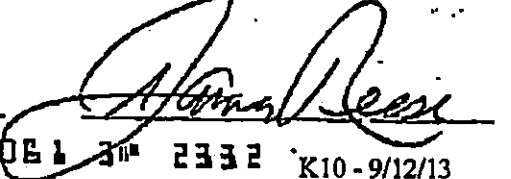
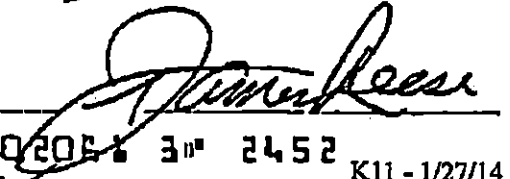
Emily J. Will
Board Certified Document Examiner

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



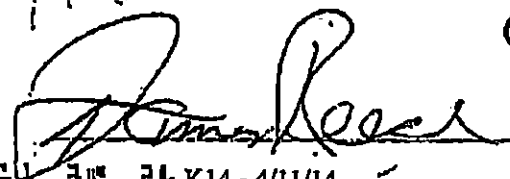
 K12 - 2/7/14
 K13 - 2/21/14
 K14 - 4/11/14

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.

ISSOR

James Reese
Q2 - 3/9/13

James Reese
K15 - 5/24/14

James Reese
K16 - 7/31/14

James Reese
K17 - 2/11/15

James Reese
K18 - 3/17/15

James Reese
K19 - 4/17/15

James Reese
K20 - 4/30/15

James Reese
K21 - 5/3/15

James Reese
K22 - 6/3/15

James Reese
K23 - 6/13/16

James Reese
K24 - 2/21/18

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

Extras
 Payments to
 David A. Reed
 Barnes for five me
 Payment from me
 Feb 1, 2013
 same day we (got off class
 can on property (Caterer)
 he sold me
 James Reese

RECEIPT		DATE <u>March 9, 2013</u>	No. <u>297901</u>
RECEIVED FROM <u>Mr. James Reese</u>		\$ <u>1,400.00</u>	
<u>xx Fourteen Hundred dollars No/100 xxx</u> DOLLARS			
<input type="radio"/> FOR RENT <input checked="" type="radio"/> FOR <u>Mortgage 1st Payment minus \$135.00 Reserve</u>			
ACCOUNT		<input checked="" type="radio"/> CASH	FROM <u>James Reese</u> TO <u>Lidie Boxer</u>
PAYMENT	<u>1,265.00</u>	<input type="radio"/> CHECK	
BAL. DUE	<u>68,475.00</u>	<input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
		BY <u>Lidie Boxer</u>	A-2701 T-46800/46802

12/20/13
 9000

101 Canterbury Ct. Columbia, S.C. 29210

RECEIPT

 DATE April 4, 2014 No. 297924

RECEIVED FROM M. James Reese \$ 700.00XX

Seven Hundred dollars No/100XX DOLLARS

FOR RENT
 FOR 14th mthly payment minus \$135.00 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 Fidelity Bank

BY James Reese

A-2701
T-46800/46802

111 W. Columbia St. Columbia, S.C. 29210

RECEIPT DATE February 2015 No. 297934

PAID TO FROM Mr. James Heese \$ 700.00 XX

Seven Hundred dollars No/100 XX DOLLARS

REASON Mortgage Payment minus \$185.00 require

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM James Heese TO Ridie Bruch

BY [Signature]

A-2701
T-46800/46802

1000 W. Columbia, S.C. 29210

RECEIPT DATE Jan 1, 2016 No. 297347

FROM Mr. James Reese \$ 700.00 X X

Seven Hundred Dollars No/100 X X DOLLARS

For Mortgage Payment minus Reserve of (\$185.00)

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Reese TO Public Bank

BY James Reese

A-2701
T-46800/46802

COPY

2016 CP 3201130

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

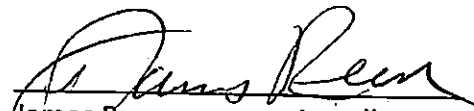
Appellant

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

FILED

RECEIPT

DATE Jan 1, 2016

No. 29747

RECEIVED FROM Mr. James Reese

\$ 700.00

xx Seven Hundred Dollars No/Jan xx

DOLLARS

FOR RENT

FOR

3rd Mortgage Payment under Regime of (A.T.S. 00)

ACCOUNT

PAYMENT

BAL. DUE

700.00
119,000.00

CASH

CHECK

MONEY

ORDER

CREDIT

CARD

FROM James Reese TO Richard Brown

BY James Reese

A-2701

T-46000/16002

Exhibit B

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

James Reese

Plaintiff,

vs.

Richie Barnes

Defendant.

CERTIFICATE OF SERVICE

Case No.: 2016-CP 32 01130

I certify that on this date, I served a copy of Withdrawal of Notice of Appeal in this
action, dated (4/8/16) 8th, on April, 2016
 Delivering it to him/her personally;
 Mailing it to him/her, at his/her last known address, by depositing it in the U.S. ^{Request for Emergency TR0}

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: _____; or,

mailed to Other: Honorable R. Adams, Jr. mag Magistrate
111 W. Street DR,
4/8/16 803-185-2384 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: 5/23/2024

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) 785-2384, 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:

DATE	TIME	INITIALS	DATE OF SERVICE
1. 3/18	1534	DW	_____
2. _____	_____	_____	TIME OF SERVICE _____
3. _____	_____	_____	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

DEC 05 2019

Lexington, South Carolina 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,

Page 11

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

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

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

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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.

12/20/01

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

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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

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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 ejection?

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

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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

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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.

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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.

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

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

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.

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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

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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.