

CLEARIFICATION OF DOCUMENTS INCLUDED IN
SUPPLEMENTAL RECORD ON APPEAL

RECEIVED

OCT 15 2021

SC Court of Appeals

Appellant, James Reese, respectfully request this honorable court allow clarification of documents designated in Respondent's supplement to the Record on Appeal. Respondent is requesting that this honorable court allow that the Respondent to supplement the Record on Appeal that includes the "Contractor's Repair Estimate" and the "Summary of Actual Damages" are upgrades and not damages as the Respondent claims. Specifically, the "Contractor's Repair Estimate" and the "Summary of Actual Damages" were not repairs or damages, but upgrades to that the Respondent property to which the appellant never authorized. These were upgrades requested by the respondent. In reality those invoices were unjust enrichment for the Respondent.

Contrary to the evidence which the respondent claims depends, which has now been proven to be insufficient, on or about November 7, 2018 the jury had rendered a verdict and final decision in favor of the respondent. The jury verdict itself, should be disturbed and overturned due to the fact that overwhelming evidence is clearly supported by the fact that the Respondent's attorney, **Mr. Jordon, himself**, in closing arguments stated "that a six grader can see that this is not Mr. Reese signature," on the proven fraudulent lease" and it is not Mr. Reese's signature. This is also in addition to the expert forensic handwriting analysis by Emily J. Will, President of the United States Handwriting Forensic Experts Association. She proved 15 ways under oath that this is not my signature, James Reese, on the proven fraudulent lease.

Most importantly, Mr. Barnes himself, the respondent also stated under oath and recorded on transcript that he was not present when the proven fraudulent lease was signed and he never saw James Reese, the appellant, signs the proven fraudulent lease because he was in the rest room. How can you have a valid contract when you are not present, when the contract is signed? All this information is supported by the record.

The respondent's attorney, Mr. Leonard Jordon in presenting his case, alluded also that there was supposedly a lease option somewhere, which has never been presented to any court on any level, ever. How is it possible for it to be determined that there is a lease when the lease is not presented to the court. None of these leases ever existed. Only the contract to sell and purchase admittedly signed by Mr.

Barnes and Mr. Reese, under oath is the only contract between the Respondent and the Appellant, James Reese. That is supported by the Barnes handwritten receipts and exhibits.

This contract was clearly breached by Mr. Barnes and overwhelming evidence shows that he refused to accept my seven-hundred-dollar payment on February 1, 2016 after being paid approximately 52 consecutive times and on many other occasions thereafter supported by receipts handwritten by Mr. Barnes, himself, stating each time checking the box that stated this was mortgage and actual writing the word mortgage each month. The Respondent, the mortgagee, had three options to check: rent, mortgage or lease and he checked mortgage every time; approximately 52 times and actually wrote the word mortgage each time on every receipt which reflected a declining balance, which also included a regime fee. This also proves that the Respondent admits he and I had a seller and buyer agreement which also admitted by him verbally as well on the record. The reason The Respondent, Mr. Barnes refused to accept my payment on February 1, 2016 is because that same day, February 1, 2016, he closed a small business loan for 31,600.00 and approximately two weeks later he closed a FEMA loan, for approximately \$18,000.00 on the same property he had contracted to sell me. When The Respondent, Mr. Barnes was asked under oath about the loans, he lied to the court approximately 4 times denying he ever mortgaged the property he was contracted to sell me until the documents were presented to him in court. At that time, he admitted in court that he had mortgaged the property that he had contracted to sell me. These actions further prove that the Respondent breached the contract. Furthermore, the reason the Respondent, Mr. Barnes refused to accept the seven-hundred-dollar contract payment that he has always gotten on time with no late fees (which was reflected in the receipt in the Record on Appeal), was because his small business loan contract clearly stated the he could not have an additional obligation on the property. So, he had to find a way to breached the contract with me and not suffer the penalty of acceleration of the mortgage payment. This small business loan contract was presented

1. On or about March 17, 2016 the Respondent filed a claim with the Irmo Magistrate Court of Lexington County Seeking relief regarding our private agreement for a sale or mortgage of property.

2. On or about April 11, 2016 Chief Magistrate Judge Rebecca Adams in 'Lexington County, Irmo Magistrate Court made the decision that this court did not have personal or subject matter jurisdiction due to the matter being a sale of property, whereby the state of South Carolina landlord/tenant code does not apply, and suggested that matter to be removed to a Master in Equity or the Common Pleas Court on the basis that the *substantial evidence* of receipts written out by respondent and entered into the courts record by appellant was sufficient grounds of a mortgage and issue a dismissal.

3. On or about February 2018 the Respondent filed a cause of action the Lexington County Common Pleas Court.

4. On or about November 5, 2018 the first hearing set for jury trial November 5, 2018.

5. Mr. Jordon, a seasoned attorney, intentionally put these exhibits, which has been proven not To be true by testimony, in the final brief in order to sway this competent court, such as the reported fraudulent claims of damages by the contractor's testimony under oath stated that these were **"upgrades and not damages."** He also stated under oath in the stenographer's report that upgrades were requested by Mr. Barnes, (The Respondent), himself. Due to the fact that the Respondent's Attorney, Leonard Jordon, Jr., intentionally presented to the court in his final brief, proven false information such as presenting an unsigned report of damages which the contractor himself stated under oath that these were upgrades and not damages. The page numbers of these testimonies' are in the final brief.

6. Judge Manning also gave Mr. Barnes temporary custody of the property due to appellant, James Reese having an incompetent attorney, Thomas Moseley, who was dismissed from the case at that time. Mr. Moseley also stated the longer he keep the case going the more money he makes.

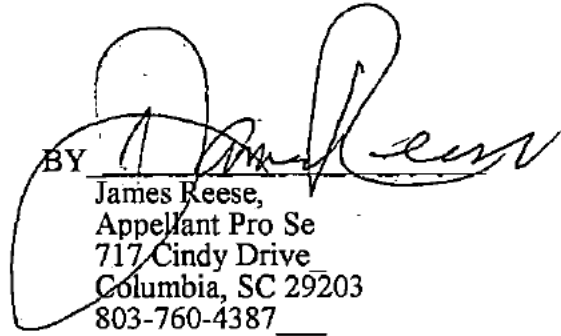
7. Furthermore, the jury verdict should be disturbed and overturned due to the fact that overwhelming evidence is clearly supported by the fact that **Mr. Jordon, himself**, in closing arguments stated "that a six grader can see that this is not Mr. Reese signature," on the proven fraudulent lease" and it is not Mr. Reese's signature. This is also in addition to the expert forensic handwriting analysis by Emily J. Will who is President of the United States Handwriting Forensic Experts Association. She proved 15 ways under oath that this is not my signature, James Reese, on the proven fraudulent lease.

Most importantly, Mr. Barnes himself, the respondent also stated under oath and recorded on transcript that he was not present when the fraudulent lease was signed and he never saw I, James Reese, the appellant sign the fraudulent lease because he was in the rest room. How can you have a contract and you are not present. Mr. Jordon alluded also that there was a supposedly a lease option somewhere, which has never been presented to any court on any level ever. That is because not any of these leases ever existed ever. Only the contract to sell and purchase admittedly signed by Mr. Barnes and Mr. Reese under oath is the only contract between him and me, supported by the Barnes handwritten receipts and exhibits. This contract was clearly breached by Mr. Barnes by overwhelming evidence that he refused to accept my seven hundred dollar payment on February 1, 2016 after being paid 52 consecutive times and on many other occasions thereafter supported by receipts handwritten by Mr. Barnes, himself, stating each time checking the box that stated this was mortgage and actual writing the word mortgage each month. He had three option to check: rent, mortgage or lease, he checked mortgage every time; approximately 52 times and actually wrote the word mortgage each time on every receipt which reflected a declining balance, which also included a regime fee. This also proves that he admits we have a seller and buyer agreement which also admitted by him verbally as well on the record. The reason Mr. Barnes refused to accept my payment on February 1, 2016 is because that same day, February 1, 2016, he closed a small business loan for 31,600.00 and approximately two weeks later he closed a FEMA loan, for approximately \$18,000.00 on the same property he had contracted to sell me. When Mr. Barnes was asked under oath about the loans, he lied to the court approximately 4 times denying he never mortgaged the property he was contracted to sell me until the documents were presented to him in court. At that time he admitted in court that he had mortgaged the property that he had contracted to sell me. These actions further prove that he breached the contract. Furthermore, the reason Mr. Barnes refused to accept the seven hundred dollar contract payment that he has always gotten on time with no late fees (which was reflected in the receipt) was because his small business loan contract clearly stated the he could not have an additional obligations on the property. So he had to find a way out and this is why he used to breach the contract. This small business loan contract was presented to the court.

9. There has never ever been a lease option presented to the courts, *signed or unsigned*, that Mr. Jordon keep alluding to. (None never ever). Furthermore the notary, who Mr. Jordon tried to lead on the witness stand on examination by asking her "do you remember when we first only had the blank lease and somehow you came up with the signed lease." The Notary, Mrs. Williams, Mr. Barnes ex-wife replied under oath contained in the stenographer's report, said, when asked; "Who me, Why would I have a lease. I never had the lease." Upon cross examination of the Notary, Ms. Williams, Mr. Barnes ex-wife, she was presented with a copy of the fraudulent lease and she was asked on cross examination by Mr. Reese what date and time you notarized this document. She stated; "This document does not contain a date and time." She further stated "I have never ever ever ever signed a document without attesting to the date and time witnessing signatures of the signees and this does not have a date and time," This testimony, all of which is contained in the stenographer's report, is further evidence of the proven frivolous and false and allegations and law suits brought against Mr. James Reese, that confused the jury. In closing at the end of the trial, after 3 day and approximately six hours of deliberation, the jury came back and asked the honorable Judge, Allison J. Lee, who is the respondent and who is the defendant. She said they were confuse as to who was who and they were thoroughly confused as to who was who and could not and did not make a sound decision on the evidence presented. The jury of 12 that decided the verdict was none of the six of the approximately 40 people in the jury pool that were picked by me, none not one. When I asked the judge where the six jurors I picked are, she stated it was decided to have a computer pick the jurors, which none of the jurors were my peers.

10. As a result, I am requesting that this competent court overturn the verdict of this confused jury. The only way monetary penalties and punitive damages would apply in this case if the landlord tenant act was applicable, which it was proven by overwhelming evidence presented in this case not to apply. The Respondent's attorney Mr. Leonard Jordon, Jr. used every unethical method to keep the facts and truth about this case from being presented to this competent court. This verdict should be overturned as a result of there being no valid lease. If the lease was valid, but it was proven not to be valid, the action does not apply because of the landlord tenant act found in Chapter 27 of the South Carolina code of laws.

I, the Appellant James Reese, squarely stand before this competent court, knowing my obligations, has not cut carved marked or engraved anything that is untruthful to this competent court. So mot it bee.

BY 
James Reese,
Appellant Pro Se
717 Cindy Drive
Columbia, SC 29203
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October 15, 2021
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

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

OCT 15 2021

SC Court of Appeals

Appellant Case No. 2016-cp-32-00385

Case No. 2016-CP-32-01385

Case No. 2018-002157

Richie D. Barnes,.....Respondent

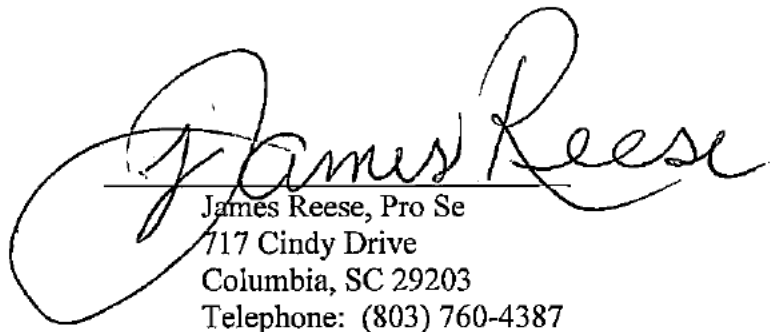
v.

James Reese,Appellant

PROOF OF SERVICE

I certify that I have served a copy of the Return to Respondent's Supplement Record on Appeal, by depositing a copy of the same into the United States Mail, first-class postage prepaid, addressed as follows:

Leonard Jordon, Jr,
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Suite D
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Columbia, South Carolina