

STATE OF SOUTH CAROLINA
COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY
Common Pleas Court
Honorable Judge Allison Lee, Presiding Judge

Appellate Case No. 2018-002157

Case No. 2016-CP-32-01385

MOTION TO DISMISS RESPONDENT'S JUDGMENT FOR ALLEGED
DAMAGES AND REVERSAL OF THE LOWER COURT ORDER

Richie D. Barnes,

Respondent

v.

James Reese,

Appellant

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SC Court of Appeals

Appellant, James Reese., hereby respectfully move and motion this court dismiss the Respondent, Richie D. Barnes, supplement to the Record on Appeal because the "Contractor's Repair Estimate" and the "Summary of Actual Damages" were upgrades to the property to which the appellant never authorized and were upgrades requested by the respondent and not actual damages according to the testimony of the contractors.

Mr. Barnes himself, the respondent also testified 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.

Appellant, James Reese, respectfully move and motion this honorable court dismiss the action because the document designated in Respondent's supplement to the Record on Appeal was frivolous and fraudulent. Respondent move and motion this honorable court allow that the Respondent supplement to the Record on Appeal that includes the "Contractor's Repair Estimate" and the "Summary of Actual Damages" shall be classified as upgrades and not damages as the Respondent frivolous and fraudulent claims which was proven to be an improper judgment and therefore dismiss this frivolous and fraudulent claims. Specifically, the "Contractor's Repair Estimate" and the "Summary of Actual Damages" were not repairs or damages, but requested upgrades to the property to which the appellant never authorized. These were upgrades requested by the Respondent. In reality those invoices were unjust enrichment for the Respondent on a proven frivolous and fraudulent claim.

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 due to the confusion of the judges instruction whereby after three (3) days of testimony and approximately six (6) hours of final deliberation, the jury asked who was the defendant (appellant) and who the plaintiff respondent). They were clearly confused and made an unjustifiable decision based on the frivolous and fraudulent information given to the court by the Respondent and his attorney. 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." 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.

Further, 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 that he could not have an additional obligation on the property which he presented to in court. Therefore he had to find a way to breached the contract with me and not suffer the penalty of acceleration of the mortgage payment by the Small Business Association. This small business loan contract was presented to the Court.

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 issued a dismissal.

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

4. On or about November 5, 2018 the first hearing was set for jury trial on 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"** requested by the Respondent. 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.

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

6. 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." 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 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 as shown by overwhelming evidence presented to this honorable court. This also proves that he admits we have a seller and buyer agreement which also admitted by him verbally as well on the record. 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.

7. Keep in mind that the original case a blank lease was present to the court and said this was what it was the way it was supposed to look.

8. 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 obligation 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 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.

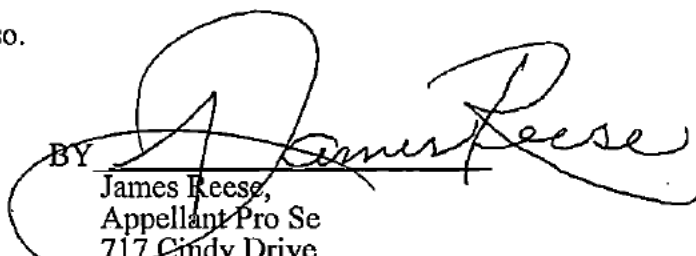
I, the Appellant James Reese, squarely stand before this competent court, knowing my obligations, has not hew cut carved marked or engraved anything that is untruthful to this competent court. So mote it bee.

CONCLUSION

I, Appellant, James Reese move and motion to have all monies that I have invested, approximately seventy-five thousand and 00/00 (\$75,000.00), which the contract the Respondent, Mr. Barnes and I agreed (not the proven fraudulent lease) 41 Canteberry Court, Columbia, SC. It has been proven, a preponderance of the evidence that this is and has been a fraudulent and frivolous law suit. In order to expedite and settle these frivolous and fraudulent claims, I would ask this honorable competent Court to either grant me all monies invested or have the Respondent, Mr. Barnes turn all the property over to me, free and clear of any liens.

I would be willing to settle the proven fraudulent case that Mr. Barnes presented by allowing Mr. Barnes to keep the property if he returns all my money invested. In addition to that, if this honorable Court see fit for me to obtain punitive damages, I hope so.

BY


James Reese,
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November 4, 2021
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
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APPEAL FROM LEXINGTON COUNTY
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Richie D. Barnes,Respondent

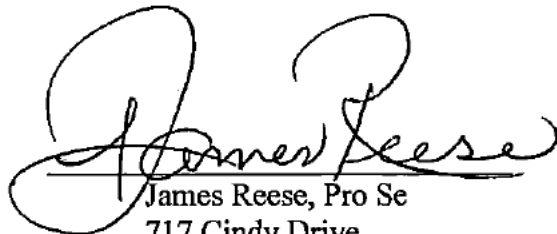
v.

James Reese,Appellant

PROOF OF SERVICE

I certify that I have served a copy of the Motion to Dismiss Respondent's Judgment for Alleged Damages and Reversal of the Lower Court Order, by depositing a copy of the same into the United States Mail, first-class postage prepaid, addressed as follows:

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November 4, 2021
Columbia, South Caroline