



Court of Appeals of Georgia

August 14, 2015

TO: Mr. Eddie Lee Cotton, 122 Allatoona Road, Fitzgerald, Georgia 31750

RE: **A15A1450. Eddie Lee Cotton v. Shelton Bradley**

CHECK RETURN

- Your check number _____ in the amount of _____ written on the account of your firm for the filing fee in _____ is enclosed. Please be advised that this Court is returning your check since the filing fee was already paid by _____.

CASE STATUS - DISPOSED

- The referenced appeal was affirmed on July 10, 2015. The remittitur issued on July 29, 2015, divesting this Court of any further jurisdiction of your case. The case is therefore, final.**

CASE STATUS - PENDING

- The above referenced appeal is pending in your name before this Court. The appeal was docketed in the _____ Term and a decision must be rendered by the Court by the end of the _____ Term which ends on _____.

APPLICATION FOR PERMISSION TO APPEAL A PROBATION REVOCATION

- To appeal a probation revocation, you will need to file a Discretionary Application with this Court. Rule 31 of the Rules of the Court of Appeals of Georgia describes a Discretionary Application and the items you would need to include with your application.

A Discretionary Application must be filed within 30 days of the stamped filed date on the order that you are appealing and the application must be accompanied by a proper Certificate of Service and a pauper's affidavit or the \$80.00 filing fee. You must also comply with all the other applicable rules of Court regarding filing with the Court of Appeals of Georgia.

Enclosed, please find a copy of the Rules of the Court of Appeals for your review.

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AUG 13 2015
CLERK COURT OF GA

IN THE COURT OF APPEALS OF GEORGIA

EDDIE LEE COTTON,)
Appellant,)
V.)
SHELTON BRADLEY,)
Appellee,)

Appeal No. A15A1450

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APPELLANT'S MOTION FOR RECONSIDERATION

COMES NOW APPELLANT, EDDIE LEE COTTON, pursuant to rule 37 of the rules of the court of appeal, do file this motion for reconsideration of his case for Appellant do know that an error has occurred, one that is unlawful and does need to be corrected. Appellant filed a timely response on July 16th 2015, and it was received in the hands of the clerk on July 20th, 2015. The court's ruling in this case was dated July 10th 2015. Appellant received the notice of the Court's ruling on July 15th 2015 at 12:00 noon which was on a Wednesday. Appellant worked diligently trying to get his motion filed on time. Appellant lives in rural South Georgia in a small town named Fitzgerald , Georgia, roughly 100 miles below Macon , Georgia . Now Appellant is a Pro se' litigant and as he has stated he is not familiar with all the intricate procedures and rules of the Court. Especially the Court of Appeals, this is his first time being involved in a case that was appealed to the Court of Appeals. Appellant received a returned notice on July 25, 2015, which was post marked July 21, 2015. So he asked that the Court be lenient

with him. Again Appellant's Motion was timely filed and he asked this Court to reconsider its ruling.

Submitted this 30th day of July, 2015.

Signed By: 

EDDIE LEE COTTON
Appellant Pro se'
122 Allatoona Rd.
Fitzgerald, Ga. 31750
(229) 325-6463

IN THE COURT OF APPEALS OF GEORGIA

EDDIE LEE COTTON,)

Appellant,)

Appeal No. A15A1450

V.)

SHELTON BRADLEY,)

Appellee,

CERTIFICAT OF SERVICE

I the undersigned do hereby certify that I have served a true copy of the within upon the Defendant thru his attorney on record at the following address:

Alex Crumbly
Attorney At Law
80 Macon Street
McDonough, Ga. 30253

By depositing in the U. S. Mail with proper postage affixed thereto to ensure delivery. *This 30th Day of July, 2015.*

Signed By: *Eddie Lee Cotton*

EDDIE LEE COTTON
Appellant Pro se'
122 Allatoona Rd.
Fitzgerald, Ga. 31750
(229) 325-6463

IN THE COURT OF APPEALS OF GEORGIA

EDDIE LEE COTTON,)
Appellant,)
V.)
SHELTON BRADLEY,)
Appellee.)

FILED IN OFFICE

JUL 30 2015

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Appeal No. A15A1450

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JUL 16 2015

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APPELLANT'S BRIEF IN SUPPORT
OF MOTION FOR RECONSIDERATION

Appellant Eddie Lee Cotton submits the following Brief in Support of Motion for Reconsideration.

Background

Appellant commenced the action below against Shelton Bradley in January 2013, for Appellee Shelton Bradley's breach of Contract. Following a bench trial, the trial court found that the contract was unconscionable because Bradley, who has a limited education, did not understand that he had sold his interest in the estate for less than one-fifth of its value.

Appellant, Eddie Lee Cotton appeals pro se, contending that the evidence at trial did not support the Verdict. Appellant, Eddie Lee Cotton, however, did not include a transcript of the bench trial in the record. "Given the absence of the transcript from the record, the court presumed that the evidence supported the entry

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of judgment in favor of [Bradley].” (In the absence of a transcript, “we must rely upon the presumption in favor of the regularity of all proceedings” and “assume that the evidence was sufficient to authorize the final judgment.”), “Accordingly we affirm.”

Judgment affirmed. Andrews, P. J., and Branch, J., concur.

Timeliness and Jurisdiction

The Court issued its opinion in this case on July 10, 2015. Because this Brief (and the accompanying Motion for Reconsideration) is being filed within 10 days, as required by this Court’s Rule 37, the Motion is timely and this Court retains jurisdiction.

Basis for reconsideration

Pursuant to Rule 378 (e)-“A reconsideration will be granted on motion of the requesting party, only when it appears that the Court overlooked a material fact in the record, a statute or a decision which is controlling as authority and which would require a different judgment from that rendered, or has erroneously construed or misapplied a provision of law or a controlling authority.”

Now in the Court affirming the judgment of the trial court is in great error as the evidence that is included in the record of the case and that the Appellant eluded

unto in his Appellant's brief that there were two distinct Contractual Agreement signed between Appellant, Eddie Lee Cotton, and Appellee, Shelton Bradley in which Shelton Bradley sold one half of his one seventh share of his inheritance of his father's estate in December of 2006 and one Contractual Agreement signed on July 16, 2009 in which he sold his remaining half share of his one seventh share of his father's estate. These documents are included in the record prepared by the Clerk of Superior Court of Henry County. In the Judgment and final Order issued by the trial Court judge he specifically state that the Contractual Agreement signed on July 16, 2009 and the three thousand dollars paid by Appellant to Appellee was in his opinion unconscionable he overlooked and did not take into consideration the Contractual Agreement that was signed in December 2006 between the Appellant ant the Appellee.

ARGUMENT AND CITATION OF AUTHORITY

The Appellant in bringing his case is seeking justice and fairness under the law. He is a pro se litigant in this case because he cannot afford an Attorney to represent him so therefore he has to rely on the fairness of the Court. Now the Appellant knows his brief and the wording thereof is not at the standard of a professional litigator but he was of the understanding that the court would be fair and up hold the law as it is set forth by the legislature of the Georgia General Assembly. Now in Pickins v. Pennsylvania railway, "where a plaintiff pleads

pro se' in a suit for protection of civil rights, the courts should endeavor to construe plaintiff's pleadings without regards to technicalities."

Now the Appellant has proven in the record that there are two distinct Contractual Agreements in which the Appellee Shelton Bradley did sell his share of his inheritance to the Appellant Eddie Lee Cotton and not just one as the trial court alluded to in his judgment and final Order. This in itself should be merit enough for the Court of Appeals to reverse the trial court's decision, because in Walter Process Equipment v. Food Machines 382 U.S. 172 (1965) it was held that in a motion to dismiss, the material allegations of the complaint are taken as admitted. From this advantage point, courts are reluctant to dismiss complaints unless it appears plaintiff can prove no set of facts in support of his claim which would entitle him to relief. (See Conley v. Gibson), 355 U. S. 1957. Now Justice Black in Conley v. Gibson, 355, U.S. 41, at 48 (1957) "The federal rules rejects the approach that pleadings are a game of skill in which one misstep by counsel maybe decisive to the outcome and accept the principle that the purpose of pleadings shall be construed to facilitate a proper decision on the merit." The Court also ruled that all pleadings should do substantial justice. In a fair system victory should go to a party who has the better case and not to the one who has better representation. Now Appellant in his brief clearly stated the errors of the trial court in Number Two although they are not numerated they are stated and the Defendant could

easily have responded with his answer but he chose not to. Also in Appellant's reply Brief he listed from section two all the errors the trial court made and he numerated them so that in all clarity and to be in all fairness the Appellee could have responded.

Now the Appellant states in all fairness if Appellant only paid three thousand dollars (\$3,000.00) to the Appellee for his share of his inheritance? Why did the trial court award him five thousand dollars (\$5,000.00) in damages for the Appellee to pay? Which by the way the Appellee has not paid a dime and has stated that he is not going to pay. Now in the Appellee's response brief he gave no facts or evidence whatsoever to substantiate the trial court judge's ruling. The Appellant offered numerous Statutes of Georgia law to substantiate the Contractual Agreements and the Appellee offered none to show that the Contract was unconscionable and that they were fraudulent.

CONCLUSION

Because of the Document overlooked by the Court as there being two distinct and separate Contractual Agreement signed by the Appellant and by the Appellee. And the lack of any factual and substantial evidence offered by the Appellee, Appellant respectfully requests that this Court reconsiders its Opinion.

Signed By: Eddie Lee Cotton
EDDIE LEE COTTON
Plaintiff Pro. Se'
206 Loretta Kay Dr.
Fitzgerald, Ga. 31750
cotton_285@hotmail.co

CERTIFICAT OF SERVICE

I, the undersigned do hereby state that I have served upon the Defendant, Shelton Bradley thru his Attorney on record at the following address: Alex Crumbley, P. O. Box 2080, 80 Macon, St., McDonough, Ga. 30253. By depositing in the U. S. Mail a true copy of the within, with proper postage affixed thereto to ensure delivery.

Eddie Lee Cotton
EDDIE LEE COTTON
Plaintiff Pro se'
206 Loretta Kay Dr.
Fitzgerald, Ga. 31750
(229) 325-6463
cotton-285@hotmail.com