

COURT OF APPEALS OF GEORGIA

RETURN NOTICE

July 21, 2015

To: Mr. Eddie Lee Cotton, 206 Loretta Kay Drive, Fitzgerald, Georgia 31750

Case Number: _____ Lower Court: _____ County Superior Court _____

Court of Appeals Case Number and Style: A15A1450. Eddie Lee Cotton v. Shelton Bradley

Your document(s) is (are) being returned for the following reason(s).

- We are returning the "Appellant's Brief in Support of Motion for Reconsideration." As of July 20, 2015, no Motion for Reconsideration has been filed with this Court.**
- A Notice of Appeal is filed with the clerk of the trial court and not with the Court of Appeals of Georgia. See OCGA §5-6-37.** Once the trial court clerk has received and filed the Notice of Appeal, the trial court clerk will prepare a copy of the record and transcripts as designated by the Notice of Appeal and transmit them to this Court. Once the Notice of Appeal is docketed in the Court of Appeals of Georgia, a Docketing Notice with the Briefing Schedule and other important information is mailed to counsel for the parties or directly to the parties, if the parties are representing themselves. You do not need to provide this Court with a copy of the Notice of Appeal you filed with the superior court.
- The Notice of Appeal must include a proper Certificate of Service.** A Certificate of Service must show service to the opposing counsel and contain the counsel's full name and complete mailing address. The opposing counsel must actually be served with a copy of your filing.
- An Application for Writ of Habeas Corpus should be filed in the superior court of the county in which you claim you are illegally detained.** An appeal from a denial of an Application for Writ of Habeas Corpus is to the Supreme Court and not the Court of Appeals.
- An Application for Writ of Mandamus should be filed in the superior court of the county official whose conduct you intend to mandate.** An appeal from a denial of an Application for Writ of Mandamus is to the Supreme Court and not the Court of Appeals.
- Your appeal was disposed by opinion (order) on _____.** The Court of Appeals _____
divesting this Court of jurisdiction. The remittitur issued on _____
The case decision is therefore final.
- Your mailing/documents indicate that you intended to file your papers in another court rather than the Court of Appeals of Georgia.** The address of the Clerk of the _____ is:
- If an attorney has been appointed for you and you are concerned with the representation provided by that attorney, you should address that issue to the trial court.** As long as you are represented by an attorney, you cannot file pleadings on your own behalf. Your attorney must file a Motion to Withdraw as Counsel and it must be granted, before you can file your own pleadings in this Court.
- A request for an out-of-time appeal should be made to the trial court from which you are appealing.** If your motion is denied by the trial court, you can file an appeal of that decision by filing a Notice of Appeal with the clerk of the superior court.

IN THE COURT OF APPEALS OF GEORGIA

EDDIE LEE COTTON,)

Appellant,)

V.)

Appeal No. A15A1450

SHELTON BRADLEY,)

Appellee.)

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
Plaintiff Pro. Se'
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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.


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