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Jul 21 2022

With the Name of Allah, the Most Gracious, the Most Merciful



Regina M. Hunter El

SC Court of Appeals

20 July 2022, C.E., 21 Dhu'l-Hijjah 1443 A.H.

The Honorable Donald Beatty, Chief Justice
The Supreme of Court South Carolina
1231 Gervais Street
Columbia, S.C. 29201
Tel. (803) 734-1080

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S.C. SUPREME COURT

Dear Hon. Chief Justice Beatty:

of the Appellate
Article V, Sec. 4 of the South Carolina Constitution designates you as the administrative head unified judicial system. It also grants you the authority to appoint an administrator and other support personnel to aid in the administration of justice. Since late April, I have sought to resolve an issue with Ms. Tammie Holmes, Court Reporter Manager and Ms. Julie Cendroski, Court Reporter under Ms. Kohn's leadership.

In mid-May, I learned that Ms. Holmes instructed Ms. Cendroski to perform transcription services without prepayment. Here, I find Ms. Holmes cannot accept an offer on my behalf, nor substitute in the formation of a contract between an Appellant and Court Reporter. I'm neither a minor nor minority, nor lack capacity to enter into a contract. Neither Ms. Holmes nor Cendroski informed me of their unilateral decision to proceed without advance payment. As such, I was deprived of right of freedom of contract or not contract. When there is no acceptance or consideration, there is no contract..

Now, Ms. Cendroski is claiming I am beholden to her payment for payment of a transcript I never ordered. Cendroski claims the invoice is 60 days past due. I sent her notice to cease and desist collection of a debt that does not exist. As her employer, your Court Administration is vicariously liable for her acts or failure to act in the course of duty. It is a fact, that I neither accepted her offers, nor sent any consideration to induce her current performance. There is no written or oral contract between the parties, nor does any implied contract exist.

The response I received from the Court Administration's Deputy Director was inadequate. His/her response did not dispute the fact that no contract exist or address the employees' conduct. He/she also did not provide an alternate resolution.

Thus, I propose the following;

1. Please identify a private court reporter that I may make satisfactory arrangements with for transcription services.
2. Since the digital recording is the property of the SCJB and SCCA instructed its employee to perform transcription services; Issue an order instantan admitting into the record the official transcript suo moto or suo sponte.

3. Order Cendroski to withdraw any billing claim to the Appellant.

Respectfully,

 Regina M. Hunter El


21-07-2022

I Am: Regina M. Hunter El

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A Natural Person, In Full Life, In Propria Persona, Sui Juris

Regina M. Hunter El

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Cc:

SC Court Administration

Clerk of Appellate Court

Elijah Hunter