

South Carolina Court of Appeals

Curtis King
Plaintiff

Opening brief to Notice of Appeal

2009-CP-40-02162

Kaneey Vang, known, unknown
Defendant

Issue 1. Fama Pauperis

(Pl. abbrev) Plaintiff was grant leave to proceed Fama Pauperis 28 § 1915

Issue 2. Statute 18 USCA 362b

18 § 362b attaches to all civil action. Court determine least intrusive means apply more then necessary to correct the violation of officials, meningitis and rupture appendix chronic fetal disease having alike symptoms, official suppose to expect the most serious illness & each case, official should excuse statistic, pluck is or is not, may not be there right then having all the combination, qualification of officials cannot be improve?

Court may order release pl. who have been deprive minimal civilized measure of life necessities of serious medical care, as a responsibility to ensure that this constitutional standard is met.

Ascertaining the nature and scope of ongoing emergency care policy, symptoms of meningitis and rupture appendix continue vomit in light of defense regulation to deny acceptable due care court can order pl. release,

Deficiencies that, in its own word were found years ago, court ensure that award is necessary to relieve ongoing emergency care violation that is today ongoing rights violation,

Once a constitutional violation is found, the court is usually the scope to fit the nature of the extended violation,

Is Dept. of Corr. train Inmate are always nail concerns, just hammer every? Better training cannot be improved? is incompatible with the concept of human dignity, of basic acceptable medical care

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Issue 3. Compensation of trial appointed counsel

Although 28 USCA 1915 permit district court to request counsel to represent person unable to employ counsel in a civil proceeding and to dismiss case if satisfied action does not provide for payment of counsel fees, upon proper showing court may reimburse trial appointed counsel for expenses, made in good faith, from funds contributed by counsels admitted to the court,

Forma Pauperis 28 U.S.C.A § 1915 does not authorize reimbursement of trial appointed counsel for expenses incurred in representation, In Re Paper 2014

Court has no authority to impose or commit any fees or financial resources to compensation of trial appointed counsel in civil rights action brought by inmate in the first instance, In Re 5:2 2d 2014 WL 9347501 (No. 2014-001414, 27441)

Court allowed substitution of counsel, without ordering payment

Issue 4. Mistaken the Court

(A) April 26, 2010 defense letter, defense went totally deviation of Judge Barber III order

(B) Judge Manning order trial and damages hearing, defense fraudulent Judge Manning, that Judge Barber III had made ruling

(C) Defense induced counsel that appoint for trial to consent to Judge Manning again to dismiss case as matters are settled absent any notary or certificate service, Judges Rogers notes instead are fabricated, because it is impossible if original document was force, there is no official agree

Trial appointed counsel had duty to advise Judge Manning the settlement of action is not official, original, notary or certificate product of arm length negotiation in adversarial settings, counsel silence as pl. decline official, original, notary or certificate amount to representation & false

Issue 5. Constitute Fraud

Constitute mistake 9(b) pl. rupture appendix ignore symptom for many days by various officials, deprive an honest acceptable care, to think of the most serious illness, simple do nothingism,

Defense substituted fabricated, medical record, logbooks, and now original, official, notary or certified settlement, defense continue to regulate policy, that allows chronic disease vomiting to case approximate time of death,

appointed trial counsel. pretrial motion exclude medical record of the time of death that pl. survive, counsel serves nothing newly, or mistaken

United States v Jones 2012 WL 4951178 C.A. 4 N.C. (No. 12-90401)

Issue 6 Constitute Mistake

1. Trial appointed counsel has no expert witness and unable to locate cellmate(s)
2. Counsel fail/neglected to serve the court motion to 9(b) for the mistaken of log, medical, original settlement
3. Counsel advise that if sign notes, he still have to bring official, notary, certificate, that pl. decline
4. Counsel pretrial motion totally evident depriving the most important medical record time of plaintiff death he survive,
5. Counsel do not even know or care to know Judge Rogers original notes sign, that had a has word ACCEPT has been fabricated,
6. Counsel deviate from court of law fair and reasonable settlement
S.C. 1997 Sumner v Cargunk 492 S.E. 2d 55

ISSUE 7. Misappropriation

Representing pl. in medical malpractice action cannot in absence of original Judge Rogers notes sign and proof of specific authority as notary, certified or official bind pl. accept to dismiss with prejudice the rupture appendix action was neglected impair ability of time survive death

Virginia - Caroline Chemical Corp. v Treed-Lumber 178 S.E. 131 (S.C. 1935)

~~More~~ Fact that Judge Rogers original notes pl. sign is fabricated into another language of pl. signature, signed by pl. does not convert it into official affecting both parties

Davis v Scatter Const. Co., Inc. 250 S.E. 2d 596 (S.C. 1974)

To be binding Judge Rogers notes must be original and it must be on the note paper which his handwritten itself create the legal case number, was print and legible

Prescott v Ferris Telephone Co. op. Inc. 516 S.E. 2d 923 (S.C. 1999)

Counsel W. Chris Swett undertakes conduct of ~~act~~ action impliedly stipulates to conduct it to its termination and W. Chris Swett is not at liberty to abandon pl. without notary, certified, official or at least original notice

Graham v Tom of Loris, 246 S.E. 2d 394 (S.C. 1978)

Issue 8. Fair and Reasonable

Whether the penalties on defendant were sufficient to have a meaningful effect,

Abuse of discretion by applying an unreasonable and unfair standard in dismissal case,

An civil settlement authorize a certified propose that's likely to prompt final approval of the civil settlement,

Settlement without admissions also enable regulatory defense to serve the public interest by returning medical malpractice defendant(s) to to kill 48 forty-eight people (Chester v Broad USDC MD Perm. case No. 1:08-cr-01261-VK) of the combination symptoms, p.l. time of death partially survive, more quickly without the uncertainty and delay from litigation,

p.l. approximate time of death, that courts exclude merely rubber stamp dismissal, The appeal panel endorsed the principle that lower courts have authority to establish a factual basis to evaluate any proposed settlement,

Proper legal standard for review of a settlement by an enforcement fabrication Judge Rogers original notes should determine whether the proposed certified, ~~notarize~~ or official decree is fair and reasonable with the additional requirement that the plus public interest would not be ignored or neglected

C.A. 4 N.C. 1985 Gilbert v Scratch 'N' Small Ins., 751 F.2d 320

Issue 9. Misrepresentation.

If one's signature is obtained by trick alleged may be invalid, want of fairness will vitiate notes, 'fraudulent act' needed to establish emergency case accompanied by fraudulent act is not characterized by honesty in fact, unfair, dealing, or unlawful appropriation, to suffice to discharge notary, certified and official on original note that has been materially altered without consent

C.A. S.C. 1967 Chandler v Aero Mayflower Transit Co. 374 F.2d 124

S.C. App. 1991 Foxfire Village Inn v Black Veatch Inc. 904 S.E.2d 912

S.C. Const. App. 1816 Hobson v Humphries 2 Mill Const 371

Relief

Wherefore pl. whose have not notarize or certified any settlement of ~~affidavit~~ nor the fabricated from the original note which has been destroyed by defense, use of spirits does not bound original acceptance he sign, pl. goes to the instant to be restored of his senses and never sign illegible agreement that has been fabricated

(S.C. 1960) Hamilton v Palmetto Properties Inc. 116 S.E. 26

pl. seeking trial as a relief in acceptance that has never receive any benefits

Hamilton Ridge Lumber Corp. v Boston Ins. Co. 131 S.E. 22

(S.C. 1925)

Appellate Court R 407

Rules & Professional conduct Rules L, 15(a), 8, 4 (d,e);

Appellate Court Rule 413

Lawyers Disciplinary Enforcement, Rule 7(a) 1, 3, 5, 6

Utmost Respect

Curtis King

Curtis L. KING

Certificate of Service

I certify that on 9/12/14 I serve a copy of this open internal brief within 30 days after filing notice of appeal on all parties by delivering to via commercial mail carrier

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Dearest Court of Appeal / Appellate defense

I am an indigent Inmate the plaintiff (abbrev. pl.) who served
Notice of Appeal - almost (60) sixty days ago, and is submitting
opening brief,

This letter is also in concern that no response since serving the
Court,

If there is any discretion, please feel free to authorize the
South Carolina Rules of Procedure

"If a notice of appeal in either civil or a criminal case is mistakenly
serve in the Court of Appeals / Appellate defense, the clerk of that
Court please note on the notice the date when it was received and mail
it to the Jeannette McBride Clerk of Court of Common Pleas,
For this notice to be then consider serve in the Court of Common Pleas
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Always utmost Respect

Curtis King
Curtis L. King

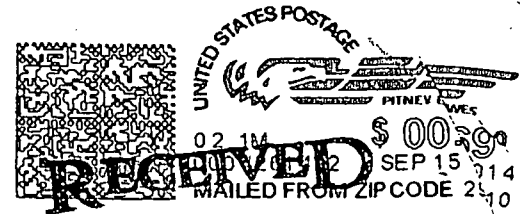
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