

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEALS FROM DORCHESTER COUNTY

James E. Chellis, Master-In-Equity

Case No.: 2013-CP-18-00519

Appellant Case No. 2016-000-704

WELLS FARGO BANK, N.A., Respondent,

vs.

Latisa L. Cunningham, et al., Defendants,

Of Whom Latisa L. Cunningham is the Appellant.

RECEIVED
MAY 27 2016
SC Court of Appeals

INITIAL BRIEF

J. Martin Page
BROCK & SCOTT, PLLC
3800 Fernandina Road Suite 110
Columbia, SC 29210
Attorney for Respondent

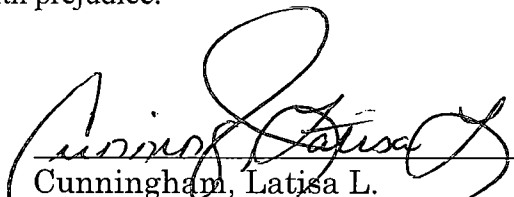
I, Latisa L. Cunningham am filing this initial brief seeking to overturn and dismiss this case with prejudice in case number 2013-CP-18-00519.

The grounds for this appeal are as follows:

1. On January 27, 2016, I gave a judicial notice to the court concerning my status stating that I am an American and not a U.S. Citizen, also indicating that the court lack jurisdiction, because the court only has jurisdiction over U.S. Citizens. The court did not take judicial notice of this claim.
2. In the judicial notice of January 27, 2016, I also indicated that I had appointed someone to be Power of Attorney of my estate and that this is the only person I had authorized to administer any affairs of LATISA LENETTE CUNNINGHAM which is property and franchise of the Federal Government in which I am the Authorized Representative of. The court did not take judicial notice of this claim.
3. On January 27, 2016, I filed a Notice of Citizenship with an Affidavit of Facts Concerning American Citizen and it was never rebutted by the Plaintiff.

4. On February 25, 2016 a Motion to Stay of Sale was filed with the court that was denied without giving any legal reason why it was denied. The Motion to Stay of Sale was based on the fact that LATISA L. CUNNINGHAM is an entity/property/franchise of the Federal Government and I have the authority to have any debt concerning this entity discharged and fully satisfied. As of 1933, the ability to pay a debt does not exist in this system because if I use Federal Reserve Notes that would be equal to trying to pay a debt with debt. A Federal Reserve Note is only a debt instrument. To pay with some other type of negotiable instrument still equals to pay debt with debt. Federal Reserve Notes have no value, (See IRS Codes Sec. 1.1001-1 (4657) C.C.H). The forms that has been used to satisfy the debt is a method that can be used to settle debt, because the allege bill or statement is considered to be a bill of exchange/a negotiable instrument that I have given the authority to have it discharged.
5. On February 25, 2016, I filed a Motion for a Status hearing was denied without giving legal reasons why it was denied.
6. On April 1, 2016, I filed an objection to Sale in which I've indicated to the court that I did not consent to, neither did my power of attorney consent to the sale of my home.
Also, in the objection to sale I pointed out the court was operating in deception because it did not disclose to me that they cannot interact with the real person, and that they can only operate with the entity LATISA L. CUNNINGHAM which is classified as property and franchise of the Federal Government known as the U.S. Citizen. (See case law Wheeling Steel v. Fox.)
7. On April 18, 2016, the Report on Sale & Disbursement was filed. This is evidence of the unauthorized administrative procedure that was done by the Plaintiff's Attorney and the Master in Equity

In conclusion, based upon the grounds of the Appeal this case must be overturned and dismissed with prejudice.


Cunningham, Latisa L.
1227 Wild Goose Trl
Summerville, SC 29483

5/25/16
Date

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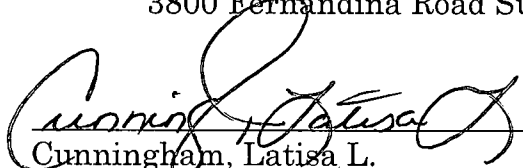
PROOF OF SERVICE

I, Latisa L. Cunningham certify that I am of such age and discretion to be competent to serve papers. That on the 25th day of May, 2016, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below.

Documents: - INITIAL BRIEF

Party (ies) Served:

J. Martin Page, SC Bar No. 100200
BROCK & SCOTT, PLLC
3800 Fernandina Road Suite 110, Columbia, SC 29210


Cunningham, Latisa L.
1227 Wild Goose Trl
Summerville, SC 29483

5.25.16
Date

CASE LAW REFERENCE ON MONEY AND PAYMENT OF DEBT:

- That the "giving of a (federal reserve) note does not constitute payment." See Echart v Commissioners C.C. A., 42 Fd2d 158.
- That Legal Tender (federal reserve) Notes are not good an lawful money of the United States. See Rains v State, 226 S.W. 189.
- Take notice, as of "October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. There can be no requirement of repayment in legal tender either, since legal tender was not loaned (nor in circulation) and repayment (or payment) need only be made in equivalent kind; A "negotiable instrument" See Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939)