

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

[In The Supreme Court]

APPEAL FROM LEXINGTON COUNTY

Court of Common Pleas

RECEIVED

NOV 29 2016

SC Court of Appeals

Thomas Cooper Circuit Court Judge

Case No. 2016-001627

Re Jamaal Gittens v John Rakowsky

I'm forwarding your administration one hundred dollars to pay for filing as Honorable Paul E Short requested; I'm also sending you conformation that Hilda M Jordan received payment for transcript on November 15, 2016 by certified mail with her signature

Mentioning transcripts, there's things I should have entailed when I initiated my appeal. After I presented my argument June 20 2016, Honorable Thomas cooper asked me to write him a letter stating what I wanted him to do; I won the civil appeal, I written judge cooper an order as instructed, for some reason he chose to follow through.

Attorney Alfred Cox even said that defendant Rakowsky didn't have jurisdiction, he told judge cooper I should lose because I failed in federal court. I attempted to sue judge John Rakowsky in federal court, they dismissed my claim because they said my argument was frivolous, and I failed to state the claim; I didn't have a defenses at the time, but A claim or defense is frivolous if a proponent can present no rational argument based upon the evidence or law that supports his claim" Liebowitz v Aimexco 701 p.2d 140 (Colo. App.1985) see western United Reality Inc v Isaacs 679 P.2d 1063(Colo 1984)

A complaint signed under penalty of perjury is not frivolous McCormick V Peterson CV93-2157, USDC, and EDNY 1993

A complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can proof no set of facts in support of claim which would entitle him relief Conley V Gibson" 355 US 41, 45-46, 78 S CT (1957)

Purpose of a motion to dismiss is to test the laws support for a claim, not the sufficient of the underlying facts Patel v OHM medical center, Inc Okla. 987 p.2d 1185 (1999)

I mention the Enacting clause to show that title 56 was void, not that the clause itself gave the defendant jurisdiction; it appears that attorney Cox believes that the enacting clause gave defendant John Rakowsky authority to adjudicate, misconception, it only declares that the codes, statues are void see Ruling Case Law, vol . 25, "statues".22, p 776 133, p. 884; citing L.R.A. 1915 B p 1065 see Preckel v Byrne 62 N.D. 634 (N.D 1932)

With or without the enacting clause, defendant John Rakowsky lacked jurisdiction, subject matter jurisdiction is only determined through sufficient pleadings Palmer v Palmer 479 so, 2d 221 Fla Dist ct App. (1985) there must be a justifiable issue presented to the court through proper pleading Ligion v Williams 264 III App 3d 701,637 N.E2d 633 (1st Dist .1994)

November 26, 2016

Kyle T. Burgess

Type or printed notary name

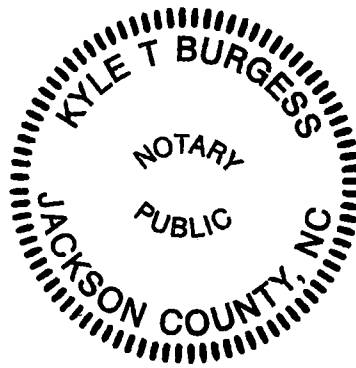
[Signature] seal

- Place Notary Signature Above -

01/06/2021

My commission expires

11/26/2016 Date



Thanks

Jamaal A Gittens

1206 Marlene Street

Charlotte NC 28208

(704) 975-8173

[Signature]

Hilda m Jordan

P.O Box 435

Lexington SC 29071

November 4, 2016

Attention Hilda Jordan

I'm enclosing \$65.00 for the transcripts as you requested pertaining to case # 2016 C-P-32-263; it was held June 20, 2016, Honorable Judge Thomas Cooper was the circuit court judge

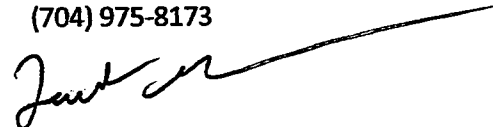
Thank You

Jamaal A Gittens

1206 Marlene Street

Charlotte NC 28208

(704) 975-8173



Tenisha N Bryant

Type or printed notary name

Tenisha N Bryant Seal

- Place Notary Signature Above -

August 18, 2016

My commission expires


November 4, 2016 Date

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SC Court of Appeals

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Jamaal Gittens
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Charlotte NC 28208

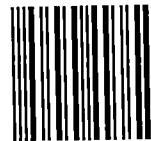


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