

RECEIVED
MAY 04 2021
SC Court of Appeals

THE SOUTH CAROLINA COURT OF APPEALS

The State, Respondent,)
v.) Appellant Case No. 2020-00075
Miquell Lutron Bryan,) WRIT OF MANDAMUS/PROHIBITION/CERTIORARI
Petitioner.) FOR LACK OF IN REM, IN PERSONAM, VENUE
_____) TERRITORIAL JURISDICTION/NON-CONSENT PUBLIC DEFENDER

COMES NOW Miquell Lutron Bryan, ("Petitioner") "non-assumpsit in his proper person as a belligerent claimant by special limited appearance without prejudice without waving any rights remedies or defenses substantive or procedural". This writ is pursuant to 240/45 SCAR and I am representing the name on the docket. I am before this Honorable Court, puts this court on judicial notice to look closely at the 7th of January 2020 Void Order from the Ninth Circuit General Sessions court. That violates the undersigned's Due Process right to self-represent in his proper person before the court. Moves this court with this motion and the following United States Supreme Court Cases to further prove that this court is in error.

Under the Farretta Doctrine and under the U.S. Supreme Court Cases McAlister vs. Henkel, 201 U.S. 90, 26 S. Ct. 385, 50 L. Ed. 671; & US v Johnson, 76 F. Supp 538, 540 (1947).

Held: A lawyer or (Prosecutor) cannot claim that you have rights." U.S. v. Johnson, 76 f. Supp. 538

Also it is a conflict of interest as the attorney's first duty is to the courts and the public, not to the client and wherever the duties to his client conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the latter."(emphasis on officer of the court) Corpus Juris Secundum (CJS) Volume 7, Section 4, Attorney & Client

The administrative law judge Perry M. Buckner III violated the appellants due process to be allowed to represent himself by failing to give the Farretta Warning on and for the record at the 7th of January 2020 Trial and this court is in error with its previous order as the South Carolina Supreme Court Chief Justice Beatty made this point very clear with the "Rush to Judgement " news article Nov 16, 2016 about the clear violation of defendant's 6th Amendment Clause and the like. " I DO NOT CONSENT " See Exhibit A

Under the Griffin Doctrine 351 U.S. 12, was a case held that a criminal defendant may not be denied the right to appeal by the inability to pay for a trial transcript.

It is hereby demanded by the appellant that a copy of the 7th of January 2020 trial transcript be made available on behalf of the appellant. In order for this court to see that the judgement given by Perry M. Buckner III was arbitrary and capricious that violated the appellants constitutional rights to equal protection under the law, And to self-representation in in law.

JUDICIAL COGNIZANCE

The General Sessions Court and all of its orders are "void ab initio" in fact as all the summons orders lack signature and seal to invoke the common law side of the court under 28 USC 1691 62 STAT under the Savings to Suitors clause 28 USC 1333- Gives the District Court original jurisdiction exclusive of the courts of the state. South Carolina General Sessions Court does not have jurisdiction under admiralty. Nature = Admiralty Jurisdiction; cause = venue in Maritime Law.

The "saving to suitors" clause was designed to permit a damaged party to bring a federal action (in conjunction with a state action), into a state court. The "savings to suitors" clause also enables the cross-libellant/plaintiff (STATE) to choose the remedy. The liability of the defendant remains in admiralty.

"Savings to Suitors" clause of 28 USCS 133(1) enables maritime litigants to pursue available common law remedies, if they prefer them to those supplied in admiralty; it affords litigant choice of remedies, not forums. Pacific Far East Line, Inc v. Ogden Corp., (1977, ND-Cal) 425 F Supp 1239.

This is not meant to be exhaustive but is to show the General Sessions Court is unequivocally is without in rem, in personam, territorial jurisdiction (venue). The fact remains that A state court (general sessions court) trying maritime causes of action under the "savings" clause does not sit as an admiralty court. Istre v. Diamond M. Drilling Co. (1969, La App 3d Cir) 226 So 2d 779. Cert den 254 La 929, 228 So 2d 485, and cert dismd 225 La 1089, 234 So. 2d 191.

Also, in the following case that will clearly show the general sessions court is clearly without in personam jurisdiction, in rem jurisdiction or venue. Court of admiralty jurisdiction, could not, as court of equity, dispose of a nonmaritime subjects for the purpose of doing complete justice. The Ciano (1945, DC Pa) 63 F Supp 892)

DEFENDANT'S LIABILITY IS IN ADMIRALTY

Clause saving to common -law remedy (i.e., injured party) to suitors did not mean that defendant's liability should be measured by common law instead of maritime law standards.

Chelentis v. Luckenbach S.S. Co. (1918) 247 US 372, 62 L. Ed 1171, 38 S Ct 501.

THERE ARE NO "CORPUS DELECTI" BEFORE THE COURT WITH AN INJURY IN FACT TO INVOKE THE COMMON LAW SIDE OF THE COURT. THE MOST IMPORTANT FACT THERE IS NO VENUE.I.E. (TERRITORIAL JURISDICTION) THIS MATTER HAS THE PETITIONER BEING HELD,

UNDER DURESS. THERE ARE NO CONTRACTS FILED INTO THE RECORD "EXPRESS" OR "IMPLIED"(QUASI) IN WHERE THE PETITIONER (MIQUELL BRYAN) CONSENTED WITH FULL DISCLOSURE OF A CONTRACT, FOR SPECIFIC PERFORMANCE TO BE LIABLE UNDER THE DUTY OF EQUITY JURISDICTION. BASED SOLELY ON THE STATUTE OF FRAUDS SC CODE SEC 32-3-10 (1) (2) (5) FOR THE \$107,

The South Carolina General Sessions court, in regard to the original complaint, is moving under either:

- a) Common Law,**
- b) Equity, or**
- c) Admiralty**

Regarding a): there is no evidence of the complaint supported by sworn affidavit of a damaged party to bring action under the common law. (saving to suitors 28 USC 1330)

Regarding b): there is no evidence of breach of contract with a bona fide signature, of (Miquell Lutron Bryan) to hold Miquell Lutron Bryant to an equity jurisdiction. Under the statute of frauds section SC CODE 32-3-10- (1)(2)(5) or specific performance for a debt as stated in the statute of frauds.

As the instant court of the general sessions court must be moving under the rules of admiralty, Miquell Lutron Bryan demands that the CASE in this matter be reversed & dismissed on the following grounds.

- 1. There is no evidence of the original contract to substantiate a breach of contract under the statute of frauds SC CODE 32-3-10 (1)(2)(5) SEE Restatement (second) of contracts Section 1 (1981). To hold the Petitioner liable for \$107,145.75 and if the Respondent (THE STATE) failed to report the \$107,145.75 it is considered tax evasion for failure to notify the IRS of its tax liability as matter of Federal Law. See Exhibit C**
- 2. There is no evidence of a verified complaint supported by affidavit to substantiate a tort action.**
- 3. There is no evidence abduced from Miquell Lutron Bryan("Petitioner") to substantiate a capture of prize as a belligerent or contraband; and the captor is barred from entering evidence in support of a claim against the petitioner (i.e., booty and captured) See, the admiralty jurisdiction, in cases of contract,...is limited to contracts, claims, and services purely maritime! 'Catron, J., In peoples' Ferry Co. of Boston v. Beers et al. (1857) 61 U.S. 393, 401**

THE INSTANT CASE IS HEREBY REVERSED DUE TO THE CONSTITUTIONAL VIOLATIONS NOTWITHSTANDING THE PETITIONER ("Miquell Lutron Bryan") IS NOT CONTRACTED WITH THE RESPONDENT (THE STATE) OR OTHERWISE FOR SPECIFIC PERFORMANCE. THAT THE RESPONDENT (THE STATE) CAN BRING FORTH A "VALID CONTRACT" OR "CORPUS DELECTI" IN ORDER TO HAVE STANDING UNDER THE SAVINGS TO SUITORS' CLAUSE UNDER 28 USC 1331, AS THIS MATTER IS WITHOUT TERRITORIAL JURISDICTION AND HAS NON-AMENDABLE DEFECTS ON THE FACE OF THE RECORD. ALL SUMMONS, PROCESS, ORDERS ARE VOID UNDER 28 USC 1691 62 STAT.

"In as much as all writs and process issuing from a court of the United States are required, by statute to be under the signature and seal of court and signed by clerk thereof, an injunction signed only by the deputy clerk of the district court is not void for want of a judicial signature".

[Scanbe Mfg. Co v. Tryon, 400 F.2d 598]
[hn. 1 (9th Cir. 1968)]

NO TERRITORIAL JURISDICTION (VENUE)

MUNICIPAL, COUNTY, OR STATE COURTS lack jurisdiction to hear any case since they fall under the definition of a FOREIGN STATE, and under all related definitions below. Said jurisdiction lies with the "district court" of the United States. 'Established by Congress in the states under Article III of the Constitution, which are "constitutional courts" and do not include the territorial courts created under Article IV, Section 3 Clause 2, which are "legislative" courts. Hornbuckle v. Toombs, statutes pursuant to 28 USC SE. 1330. American Ins. Co v. Canter 26 U.S. 511 (1828)

SEE DUDLEY V STATE ,2002 S.C. App. Lexis 202, At *16 Vacated en Banc

ISO MOVE:

Respectfully submitted juris et de jure, by



Miquell Lutron Bryan #282448

Ridgeland CI CB31

C/O.5 Correctional Drive

Ridgeland, South Carolina [29336]

At Ridgeland County, South Carolina

Dated: April 27, 2021

RECEIVED
MAY 04 2021
SC Court of Appeals

THE SOUTH CAROLINA COURT OF APPEALS

The State, Respondent)
)
)
v.)
)
Miquel L. Bryan)
Appellant,)

Trial Court Case No. 2017GS1003228
Appellate Case No. 2020-000075

I certify that on this date, I served a copy of Writ of Mandamus/Prohibition Rule 14-3-310, SCRCF (Motion to Dismiss), and Affidavit of Miquel Lutron Bryan dated, on 27 April 2021 (nunc pro tunc) by U.S. Mail/Mailing it to him/her, at his /her last known address as follows:

Cc: Clerk of Supreme Court
1231 Gervais Street
Columbia, South Carolina 29201

Clerk of Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

William M. Blich, Esquire
1000 Assembly St,
Columbia, SC 29201

Robert Michael Dudek, Esquire
1330 Lady St. Suite 401 Suite.401
Ridgeland, South Carolina 29211

Stephanie Linder
101 Meeting Street
Charleston, South Carolina 29401
(843)958 -5150
(843) 958 -5160 (fax)

Perry M Buckner III (Official Capacity)
General Sessions Court
100 Broad Street
Charleston, South Carolina 29201

Alan Wilson
1000 Assembly St,
Columbia, SC 29201

Jason Mikell
321 Wingo Way #201
Mt. Pleasant, South Carolina 29464

Delivering by commercial delivery service in accordance with rule 4(d)(9),

On this 27th of April 2020
Date

by: Miquel L. Bryan (sui juris)
Miquel Bryan #282448
Ridgeland CI CB31
c/o 5 Correctional Drive
Ridgeland, South Carolina [29936]

Miguel Beltran 282448
Ridgeland, MS 39157
PO Box 2039
Ridgeland, SC 29936



RECEIVED
MAY 04 2021
SC Court of Appeals

South Carolina Court of Appeals
Jenny Abbott Kitchens Clerk
1220 Senate St
Columbia, SC 29201

