

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

ADRIAN CHARLES BANKS
Plaintiff

v.

THE STATE OF SOUTH CAROLINA
Defendant

)
)
)
) Civil Action No. 8:10CV3031

)
) COMPLAINT

No trial by jury is requested since serious constitutional questions of law are the basis of this complaint.

I. PREVIOUS LAWSUITS

There are no other lawsuits at either the federal or state level dealing with the same facts involved in this action.

II. PARTIES

A. Plaintiff: Adrian Charles Banks, [REDACTED] Anderson, South Carolina 29621.

B. Defendant: The State Of South Carolina, as represented by the State Attorney General.

Mailing Address

The Honorable Henry McMaster
P.O. Box 11549
Columbia, S.C. 29211

Office Location

Rembert Dennis Building
1000 Assembly Street, Room 519
Columbia, S.C. 29201

III. STATEMENT OF CLAIM

Plaintiff was born on November 19, 1957 in Coral Gables, Florida and therefore is a citizen of the United States. For most of his life, the plaintiff has labored in the fields of commercial and residential construction, and he has a good knowledge of different trades common to construction work. Around the middle of October, 2010, a man named Tom Wild called me and said he desired to have some work done on a rental home he owned at 205 Beauregard Ave, Anderson, S.C.. This property is inside the city limits of Anderson and a city license is required to be able to contract your labor within the jurisdiction of the City of Anderson. Plaintiff does most of his work in the county. A person who works for the City of Anderson carries a badge and exercises the police power enforcing this law. He rides around in a city car and looks for people working in the city limits so he can see if they have their city license. The fine for working without a city license, as I was advised by this city labor police officer back in the summer of 2010, was over \$1000. I had been recommended to Mr. Wild by his sister, whom I'd done work for in the past. The house on 205 Beauregard is a brick home. He desired to have vinyl siding installed on the gable ends, all the eaves covered with vented vinyl soffit, facias covered with pvc coil, and all exterior window and door trim capped with pvc coil. I told Mr. Wild that I only provide labor and that he was responsible for materials, which I would figure out for him and pick up and deliver to the job site. We agreed on a price for providing my labor. On October 29, 2010, I went by the City of Anderson Building Codes to see if a permit would be required to do this work. I was advised that a permit would be required and that only a licensed builder could pull the permit to do this work. This made no sense to me. I recalled that back in the 1980's that I was able to do work in the city and pull permits. A small yearly fee was required to do work in the city at that

time. I advised Mr. Wild that day what I had learned. On November 2, 2010, Mr. Wild went down to the Building Codes office and tried to pull the permit. He was refused a permit to have the work done, even though he was the property owner. Mr. Wild advised me that he was told by Building Codes that it was state law that prohibited me from contracting my labor with him. Plaintiff researched the state laws and found them. After studying these recently enacted laws, plaintiff learned that these recently enacted laws have made his right to contract his labor a crime. It is the plaintiff's firm position that these recently enacted laws deprive him of his civil liberties as guaranteed by the United States Constitution. All legal and historical arguments in support of plaintiff's position will be brought forth in his supporting brief.

IV. STATEMENT OF JURISDICTION

This court has jurisdiction pursuant to the Civil Rights Act of 1866, 14 Stat. 27-30, April 9, 1866, § 3. See also 42 U.S.C. § 1981 and 28 U.S.C. § 1343(a)(3).

V. STATE STATUTES CHALLENGED

All parts of South Carolina Code of Laws, Title 40, Chapter 59, Article 1, that relate to "residential specialty contractor."

VI. CONSTITUTIONAL VIOLATIONS

It is plaintiff's position that these state laws violate his rights as guaranteed by the 5th, 13th and 14th amendments to the United States Constitution.

VII. AMOUNT IN CONTROVERSY

Depriving plaintiff of the ability to contract his labor with Mr. Wild caused a loss of around \$1000. Plaintiff also seeks to recover the costs of this action. His filing fee and his time working on this lawsuit are estimated at \$3000. It is, however, difficult to put a price on what the punitive

damages would be for slavery/involuntary servitude that violates the 13th and 14th amendments to the United States Constitution. Therefore, plaintiff will seek punitive damages based upon the average value of a slave shortly before the Civil War after adjusting for wage inflation. Just prior to the Civil War it was estimated that there were three million slaves in the South, valued at two billion dollars.² This means the average cost per slave was around \$670 each. The average yearly wages paid for slave labor employed by the North Carolina Railroad Company prior to the Civil War was \$192 per annum.³ The yearly earnings of an average worker today, according to the Social Security Administration's wage index, is \$40,711.61.⁴ Dividing \$40,711.61 by \$192, we get a wage inflation factor of about 212. Multiplying 212 by \$670, we get \$142,040. Therefore, plaintiff prays for actual damages in the amount of \$4000, and punitive damages in the amount of \$142,040. Total damages prayed for are \$146,040.

1. Cotton is King and Pro-Slavery Arguments, Pritchard, Abbott & Loomis, Augusta, Ga., 1860, pg. 656
2. Ibid., pg. 663
3. Impending Crisis of the South, by Hinton Helper, A.B. Burdick, N.Y., 1860, pp. 380-81.
4. <http://www.ssa.gov/OACT/COLA/AW1.html>

VIII. RELIEF

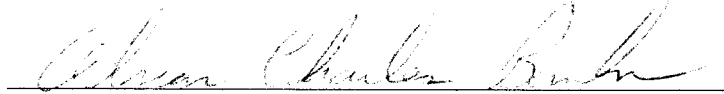
Wherefore, Plaintiff prays that:

1. At the final hearing and determination of the Court on this matter, a permanent injunction be issued restraining defendants, their officers, agents, servants, employees, and attorneys, and upon all those persons in active concert or participation with them from using laws that interfere with plaintiff's right to contract his labor.
2. At the final hearing and determination of the Court on this matter, the Court grant plaintiff's demand for damages in the amount of \$146,040.

3. The Court issue such other and further relief as it may deem necessary and proper.

I declare, under the penalty of perjury that the foregoing is true and correct.

Respectfully submitted this 24th day of NOVEMBER, 2010.



Adrian Charles Banks, Pro Se

[REDACTED]

Anderson, SC 29621

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