

I do not have access to a printer or anything so therefore.

I do not have a copy for myself. so I ask the court if you will send me a copy for myself. A copy of my response

Thanks and Have a bless day

SI Edmund Moss # 281710

RECEIVED

OCT 23 2013

S.C. SUPREME COURT

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

EDMOND JEROME MAYES, 28171D

VS

STATE OF SOUTH CAROLINA,

Pro se response to petition

Appellate Case No. 2013-001023

This arguement is coming from the errors cause by Attorney Scott Robinson, and Attorney Larry Cooke out of the Court transcript from my P.C.R hearing and I think the Court should consider these errors in my Appeal.

the Page number I am explaining in here is coming from the original transcript, from the Johnson petition for writ of certiorari and appendix that I recieved ~~aw~~ from my Attorney

Edmond Jerome Mayes, 28171D

RECEIVED

OCT 23 2013

S.C. SUPREME COURT

①

DIRECT EXAMINATION BY MS. MOORE:

TO ATTORNEY SCOTT ROBINSON WHO DULY SWORN, TESTIFIED AS FOLLOWS:

First Argument

On Page 4 Lines 22 and 23 Ms. Moore ask Mr. Robinson.

Q. Okay. Now in the course of your, uh, Profession have you had the occasion to represent a defendant Edmond Jerome Maves?

A. I have. Yeah, I was appointed to Edmond's case I believe around January 25th 2011.

On Page 5 Lines 1 and 2

Q. I I'm so sorry, I couldn't hear you

A. I believe I was appointed in his case on or about January 25th 2011.

On Page 6 Lines 1-3

A. I think--I'm gonna go back. I know I was actually appointed on January 13th and we sent our discovery request in after that, ---

On Page 4 Lines 22 and 23 and Page 5 Lines 1 and 2 Mr. Robinson said that he was appointed to me on January 25th 2011. On Page 6 Lines 1-3 he said that he was appointed to me on January 13th.

Second Argument

On Page 6 Lines 10-14

Q Okay, and so, uh, can you tell the court when you met with Mr. Maves on January 27th for that two hours, ---

A Um-hum.

Q --- What did you discuss with him at that point?

A It was a, um, it was a negotiated plea that they offer us in the case.

Q Okay, so at-- on January 27th you already had correspondence from the solicitor that there was a negotiated sentence offer 10 years?

A Let's see, we discussed a negotiated offer, went over the discovery in the case, the rule 5 materials, uh, discussed any defenses he would have had, potential sentences, um, anything that, uh, would have to do with his case and this particular offer and I believe he was incarcerated at that time in Kirkland.

On Page 9 Lines ~~3~~ 2-6

A January 27th we met with him, Mitchell Silvaggio my investigator and and myself, then about a week later on February 5th 2011 he had been transferred from Kirkland to Ridgeland and my investigator went down there to see him, um, and that's when they discussed the negotiated offer.

On Page 6 Line 19 it says that me and him went over the negotiated offer. On Page 9 Lines 3-6 He said that, talking about me and his investigator discussed the negotiated offer.

Third Argument

Page 6 Line 25 and Page 7 Lines 1-11

Q Okay, and so so did you discuss with Mr. Mayes, uh, any plea offer that may have been on the table when Mr. Cooke was representing him?

A Um, yes, I believe we did. I think that, um we talked about it, he said that, uh he would've taken the original offer if he was explained the offer by his previous attorney um, and then he said he was very pleased with the 10-year negotiated which would run concurrent with his present sentence---

Q Okay.

A --- and that we we had him sign, we we explained to him and we had him sign the sentencing sheet.

Page 6 Line 25 and Page 7 Lines 1-5 he said that me and him had discuss my plea offer that was on the table when Mr. Cooke was representing me.

On Page 10 Lines 7-25 he said that he don't have any independent recollection of hearing about the plea or talking to me about it.

On Page 11 Lines 2-3 he also that he has no independent recollection discussing a 6-year plea.

Fourth Argument

On Page 8 Lines 21-25

Q. Okay. As I just wanna make sure I'm clear, so you're saying that that, um, on or about January 27, 2011 that's when Mr. Mares signed the sentencing sheet?

A. He signed it that day, he actually -- let's see, okay, let me go back here.

On Page 9 Lines 1-6

Q. Okay.

A. January 27th we met with him, Mitchell Silvaggio my investigator and myself, then about a week later on February 5th 2011 he had been transferred from Kirkland to Ridgeland and my investigator went down there to see him, um, and that's when they discussed the negotiated offer.

On Page 8 Lines 21-25 he said that I signed the sentencing sheets on January 27, 2011.

On Page 9 Lines 3-6 he said that on February 5th 2011 I had been transferred and his investigator came and seen me and that's when we discussed the negotiated offer.

~~On Page 8 Lines -~~

He said that I signed the sentencing sheets on January 27, 2011. but me and his investigator discussed the negotiated offer on or after February 5th 2011. How can I sign the sentencing sheets on January 27, 2011 when me and his investigator discussed the plea offer February 5th 2011 which is after January 27, 2011.

FIFTH Argument

On Page 12 Lines 24-25 and Page 13 Lines 1-5 and 17-21

Q Right, I'm just just-- but to be clear is your testimony that you never told Mr. Mares, that you you never told Mr. Mares that his sentence would be calculated as a non-violent plea, is that your testimony?

A I have no independent recollection of that ---

Q You have no independent recollection.

A --- I don't think.

This whole paragraph is odd he does not seem like he's sure if he told me that or not.

On Page 13 Lines 17-21

A He pled to trafficking. I I-- he ple-- I believe he plead to-- plead to the same resisting arrest with assault; trafficking cocaine, uh, trafficking second degree which would be-- that he had. I don't see anything in there where it said non-violent or-- it-- trafficking's a violent charge.

In this paragraph he doesn't really know what he wants to say he was very nervous for some reason.

Sixth Argument

On Page 14 Lines 10-17

Q. Right, but I just-- that that's right, I I accept that but but I I wanna know what what you did or did not tell Mr. Maves during the course of negotiations.

A. Nothin'. All we discussed or what I discussed we had a negoti-- we would've gone through the disco-- over the 2-hour period we met with him I believe, I woulda gone over as I said earlier the the rule 5 materials, what he was facing, his defenses in this matter, ---

On Page 6 Lines 19-24 he said that we had discussed the rule 5 materials, defenses, and gone over them.

On Page 14 Lines ~~14-17~~ 14-17 he said we would've gone through the rule 5 materials what I was facing in these paragraph he clearly stated that we would've gone over them but we didn't. would've means you are about to do something but you don't do it.

On Page 16 ~~CROSS-EXAMINATION~~ BY MS RATIGAN 17-25 and he also said that we woulda reviewed my materials when they met me on January 27th but we didn't.

DIRECT EXAMINATION BY MS. MOORE:

TO ATTORNEY LARRY COOKE WHO DULY SWORN TESTIFIED AS FOLLOWS:

First Argument

Page 23 Lines 20-25 and Page 24 Lines 1-13

Now in defense of him a little bit on this thing the reason he didn't get back to me is he got ship out before he could call me back.

Q Okay, Okay and at that point so you you realized that, um, did you, did you call, uh the solicitor and ask her for an extension of of the deadline to accept that 6-year offer?

A No, I didn't, uh, ---

Q Okay.

A --- as a matter of fact it got put on the trial docket and quite honestly I didn't know he'd been shipped out either until, let's see when I found out. Okay. I had a video conference lined up with him on 1- well this, I don't think this had anything to do with that one. He I think he'd gotten shipped out on something else, uh, prior to that as well. maybe it was a Probation Violation, but it was on 1/10 of '10 so, uh, that didn't have anything to do with this. I'm just trying to see if I have any notations on that ---

Q So So from: ---

A --- but I know he got shipped out.

On page 23 Lines 20-22 he plainly admitted that I couldn't except the Plea because I got shipped out before I could contact him. It's not my fault that I got shipped and couldn't accept the Plea, if I wouldn't gotten shipped I could of accept the Plea and none of this would be going on a every body would of been happy so it's the state fault that I couldn't accept the Plea.

⑧ Continued on next Page

Page 23 Lines 23-25 and Page 24 Line 1 clearly states that Mr. Coche was ineffective because he had known that I had gotten shipped out and he failed to communicate with the solicitor and let her know the situation about me not being able to accept the plea because I had gotten shipped out and he failed to ask for a extension and he admitted not asking for one

Page 24 Lines 3-13 clearly states that I had gotten shipped out and Line 13 he admitted that he knew I had gotten shipped out.

Second Argument

Page 25 Line 25 and Page 26 Lines 1-15

Q And was there a deadline on this 6-year offer?

A That day.

Q It was that day---

A Yeah,---

Q ---and di---

A ---That day.

Q --- did you clearly communicate with Mr. Mates?

A Absolutely, and he was supposed to call me back and I never heard from him and I think you got shipped out.

Q So it's it's certainly possible that that he wasn't able to make a telephone call that day,---

A Yeah,---

Q --- isn't that fair---

A --- that---

Q --- to say?

A --- that's possible.

Page 25 Line 25 and Page 26 Lines 1-15 clearly states that the Plea offer was for only that day and I believe that that's not fair for the solicitor not giving me enough time to accept the Plea especially when I got shipped to the South Carolina Department of Correction for Probation Violation and where you have to wait week's before you are able to use the phone to contact anyone. And it also states that I couldn't call him back because I gotten shipped out, and that it's possible for me not being able to call him back that day. Again I think that's not fair because it wasn't my fault that I couldn't accept the Plea offer of 6 years.

Page 26 Lines 24-25 and Page 27 Lines 1-2.

Q. So your saying that you you think that the solicitor called you that day and gave you 'til the close of bussiness to accept it.

A. Uh, pro-- probably --

Page 26 Lines 24-25 and Page 27 Lines 1-2 also states that the Solicitor gave us one day to accept the Plea and that's not fair because it was on a Friday and I have been in court all that day for Probation Violation. Friday's is the days they do the Probation Violation and for me being in court all that day that doesn't give me ample time to accept the Plea and it was on a weekend so I couldn't do anything else about it and I don't think it's fair to me to be Punish for something I have no control over. If I would of had time to accept the Plea surely I would have accept it.

I EDMOND JEROME MAYS # 281710 would like to say to the court that if I would of had time to accept the 6 year Plea I would of accepted that Plea and I got shipped by the state so therefor I wasn't able to accept the 6 Year Plea and I was Put on the trial docket so I was force to take a 10 Year Plea offer that I was told that was going to be Non-Violent and Parole elisibe but instead it was a Violent sentence. So therefore I ask the court to look into this matter Carefully.

I ask the court and Pray that the Court Grant my Appeal and give me my 6 year Plea back or my 10 year Non-Violent Sentence that was Promise by Attorney Scott Robinson.

GOD BLESS YOU ALL

SI Edmond Jerome Mays # 281710

STATE OF SOUTH CAROLINA

EDMOND JEROME MAYES, 281710

VS

STATE OF SOUTH CAROLINA

Certificate of Service

Appellate Case No. 2013-001023

I have this day served a copy of my response to petition by way of United States Postal Service. Response was placed into United States Mail, proper postage affixed thereto, addressed as follows.

The Supreme Court of South Carolina
Post Office Box 11330
Columbia, South Carolina 29211

Dated this 16th day of Oct. 2013

S/Edmond Jerome Mayes, 281710

Edmond Mayes #291710

P.C.I. CX-20

430 Oaklawn Rd

Pelzer, S.C. 29669

Agency
Mail

RECEIVED

OCT 17 2015

P.C.I. MAILROOM

The Supreme Court of South Carolina
DANIEL E. SHEAROUSE, CLERK OF COURT
POST OFFICE BOX 11330.
COLUMBIA, SOUTH CAROLINA 29211