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S.C. SUPREME COURT

1.

State of South Carolina
In The Supreme Court
Appeal To the Circuit Court Lexington County
Case No. 2026-CP-32-03210
Appellate Case No. 2026-002212

Hayward L. Rogers, Appellate,

V.

South Carolina, Respondent.

Final Brief of Appellant

This matter comes Before The Court by Way of The applicant's memorandum of Law In support of After/Newly Discovered Evidence of post-Conviction Relief pursuant to Rule 60 (b)(3), S.C.R.C.P., Code Section 17-27-45 (C), Code 17-27-45 (B), and Code 17-27-20 Sections (1) and (2).

The applicant moves the Court to Consider the factual allegations on the following grounds: GRound (A); the Lexington County Solicitor "manifested a totally disregard of the Law" by unlawfully impaneling its grand jury outside the Color of the Law as set forth in S.C. Code Ann. 14-5-760 (2).

Supporting Facts.

Applicant argues that the Solicitor "manifested a totally disregard of the Law" by impaneling its GRand Jury outside the Color of the Law, as set forth in S.C. Code Ann. 14-5-760 (2).

As mention above, the South Carolina General Assembly did not enacted a provisions in S.C. Code Ann. 14-5-760 (2). for a Term of Court for the "month of February".
In the case at hand the indictment reads as follows: as the Court of General Sessions, Convened in February, 1999 The Grand Jurors of Lexington County present upon their oath: as presented above, there is a very peculiar difference between the indictment and the Statute of S.C. Code Ann. 14-5-630 (2). the Statute is definitely without a provision for the above mention "term of Court," the Solicitor manifested a totally disregard of the Law" by Violating the Constitutional obligation Contained within the Statutory Law provides 'only' for the following term of Court For Lexington County "shall be held at Lexington on the third monday in January, the fourth monday in May, and the Tuesday following the first monday in September. "each" term of Court for General Sessions shall be for two weeks. as established above the mandatory Language" of the statute is the Word "shall" Utilized in S.C. Code Ann. 14-5-760(2), which creates a Liberty interest. Hower, to the extent in order to understand the meaning of the statute or phrase of Law, it is necessary to determine the meaning of the Language as it is used in the particuliar Contex, Robinson V. Shell oil Company, 117 S.Ct. 843 (S.C. 1997), Article 1, Section 2, Utilizes the Word "Shall" is mandatory. Nowhere in S.C. Code Ann.

14-5-760(2). Does the South Carolina Legislature enact a provision of Law in the statute For a term of Court for the month of "February".

As Disscussed above, there is simply no Language in the statute set forth in S.C. Code Ann. 14-5-760(2), which implies it excludes a "term of Court for the month of February", to the extent if the Legislature had intended the "term of Court" For the month of February to apply, it Could have included Such Languagt. However, to the effect if the Legislature intended statute apply to Certain proceedings it Could have done so by including Such Language. Applicant being with the Framework established by the Supreme Court in; Ex Parte Lilly, 7 S.C. 372 (1876), and State v. Henderson, 136 S.C. 363 (S.C. 1926). As Such which analysis (term of Court); very similer to the one involved here., This matter presented above For review is not a Challenge to the Court's general grant of authority to hear and determine Cases, that authority is Rightfully granted by the South Carolina Constitution, State v. Gentry, 363 S.C. 93 (S.C. 2005), and Gentry will not be the issue here.

Ground (B); Did the Solicitor Failed to Follow procedures set Forth in Rule 77(e), S.C.R.C.P.?

Supporting Facts and arguments

The Applicant argues that the Solicitor operated

outside the color of the law, by failure to comply with Rule 77(e), S.C.R.C.P.
However, to the extent section (e). Cancelling or ordering term. of Court. no term of Court shall be Cancelled, or additional term scheduled without prior approval of the Chief Justice.
The Solicitor in this instant case, did not move for prior approval of the Chief Justice to hold a Special term of Court for February, 1999, therefore, the Lexington County Court was without authority or Jurisdiction over the applicant.

The applicant in this motion of after/newly discovered evidence before the Court Contends, that it is established that the Solicitors actions is prejudicia to the administration of Justice. the Solicitor unlawfully impaneled its Grand Jury outside the statute, S.C. Code Ann. 14-5-760 (2). the Solicitor in this case did Commit prosecutorial misconduct, Malicious prosecution, and acts that is prejudicial to the administration of Justice. Here, Administration of Justice means performance of Acts or Duties recorded by Law in discharge of duty.

Additionally, there is no time Limition within, which such motion for newly or after discovered evidence pursuant to; Hayden v. State, 278 S.C. 610 (S.C. 1983). also, applicants indictments is based on intrinsic fraud, Chewning v.

Ford Motor Co. 354 S.C. 72 (S.C. 2003). See, Indictments Exhibit A, B, and C. also See. exhibit B. S.C. Code Ann. 14-5-760 (2).

Conclusion

Based upon the forgoing facts and arguments and the applicant being without Lawfully Indicted his Conviction and Sentence shall be vacated.

November 10, 2026. Maynard A. Rogers

Certificate of Service

The undersigned hereby do Certify that on this herein date a Copy of The final Brief was Served upon apposing Counsel by placing Copy of the Same in the united states mail postage prepaid.

Nov. 10. 2026

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