

STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

 ORIGINAL

Appeal from Dorchester County
The Honorable Diane S. Goodstein, Circuit Court Judge

CURTIS BRYANT,

APPELLANT

v.

STATE OF SOUTH CAROLINA,

RESPONDENT,

AMENDED
ANDERS BRIEF OF APPELLANT
PURSUANT TO WHITE V. STATE

CURTIS BRYANT
Lieber Corr. Inst.
P.O. Box 205
Ridgeville, S.C. 29472

RECEIVED

SEP - 2 2011

S.C. Supreme Court

TABLE OF CONTENTS

TABLE OF CONTENTS.....1

TABLE OF AUTHORITIES.....2

STATEMENT OF ISSUES ON APPEAL.....3

STATEMENT OF THE CASE.....4

ARGUMENT.....5

CONCLUSION.....6

PETITION TO BE RELIEVED AS COUNSEL.....7

TABLE OF AUTHORITIES

CASES

Custodio v. State 373 S.C. 4,644 S.E. 2d. 36 (2007).....5

Reed v. Becka 333 S.C. 676,511 S.E. 2d. 396 (SC App. 1999)....5

STATEMENT OF ISSUES ON APPEAL

Whether appellant's guilty plea complied with the mandates set forth in Custodio v. State?

STATEMENT OF THE CASE

Appellant adopts the statement set forth in the petition for writ of certiorari dealing with counsel's ineffectiveness.

ARGUMENT

Appellant's guilty plea failed to comply with mandates set forth in Custodio v. State.

Due process requires an applicant must prove: (1) That counsel failed to render reasonable effective assistance under prevailing professional norms; And (2) That the deficient performance prejudiced the applicant's case.

In Custodio v. State the court holds the essence of Reed v. Becka 333 S.C. 676, 511 S.E. 2d. 396 (Ct. App. 1999). A defendant may enforce an oral agreement upon a showing of detrimental reliance on a prosecutorial promise in plea bargain may make a plea agreement binding.

In this case the appellant relied on prosecutorial promise of a recommended ten years sentence with a cap.

Counsel failed to withdraw guilty plea once prosecution reneged on plea agreement.

CONCLUSION

Because of the defendant's detrimental reliance on a prosecutorial promise to a plea bargain, the agreement should be enforced.

Sworn to and subscribed before me on this
23rd day of August 2011

Luduan Bryant

My commission expires on May 26, 2020



STATE OF SOUTH CAROLINA

IN THE SUPREME COURT

Appeal from Dorchester County

The Honorable Diane S. Goodstein, Circuit Court Judge

CURTIS BRYANT,

APPELLANT,

V.

STATE OF SOUTH CAROLINA,

RESPONDENT,

CERTIFICATE OF SERVICE

The undersigned hereby certify that a true and complete copy of a respond to Anders brief and amended brief has been served upon Robert Pachak, 1330 Lady St., suite 401 Columbia, S.C. 29201-3332, Mary S. Williams Esquire at Rembert Dennis Building 1000 Assembly St., Rm. 519, Columbia, S.C. 29201, this 23rd day of August 2011.

Sworn to and subscribed before me on this
23rd day of August 2011

Ludrean Bryant

My commission expires on May 26, 2020

Curtis Bryant

Curtis Bryant
Lieber Corr. Inst.
P.O. Box 205
Ridgeville, SC 29472

STATE OF SOUTH CAROLINA,
CURTIS BRYANT

IN THE SUPREME COURT
RESPOND TO ANDERS BRIEF

APPELLANT,

V.

STATE OF SOUTH CAROLINA,

RESPONDENT,

The appellant objects too, denies, and refutes all portions of the Anders brief pursuant to White v. State not hereinafter admitted, modified, or explained.

1. Line one of the first paragraph on page one of the table of contents speaks for itself.
2. Line two of the second paragraph on page one of the table of contents speaks for itself.
3. Line three of the third paragraph on page one of the table of contents speaks for itself.
4. Line four of the fourth paragraph on page one of the table of contents speaks for itself.
5. Line five of the fifth paragraph on page one of the table of contents speaks for itself.
6. Line six of the sixth paragraph on page one of the table of contents speaks for itself.
7. Line seven of the seventh paragraph on page one of the table of contents speaks for itself.
8. Line one of the first paragraph on page two of the table of authorities is amended to reflect:

Custodio v. State 373 S.C. 4, 644 S.E. 2d. 36 (2007)
9. Line two of the second paragraph on page two of the table of

authorities is amended to reflect:

Reed v. Becka 333 S.C. 676, 511 S.E. 2d. 396 (S.C. App. 1996)

10. Line three of the third paragraph on page two of the table of authorities is amended to reflect: USCA Amend. 6

11. Line four of the fourth paragraph on page two of the table of authorities is irrelevant.

12. Line one thru line two of the first paragraph on page three of the issue on appeal is amended to reflect:

Whether appellant's guilty plea complies with the mandates set forth in Custodio v. State.

13. Line one thru two of the first paragraph on page four of the statement of the case is amended.

14. Line one thru line two of the first paragraph on page five of the argument is amended to reflect:

Appellant's guilty plea fails to comply with mandates set forth in Custodio v. State.

15. Line one thru the first portion of line five of the second paragraph on page five of the argument is amended to reflect:

Due process requires an applicant must prove:

- (1) That counsel failed to render reasonable effective assistance under prevailing professional norms, and
- (2) That the deficient performance prejudiced the applicant's case.

16. The second portion of line five thru the first portion of line seven of the second paragraph of the argument on page five is amended to reflect:

In Custodio v. State the Court holds the essence of Reed v.

Becka 333 S.C. 676, 511 S.E. 2d 396 (Ct. App. 1999) a defendant may enforce an oral agreement upon a showing of detrimental reliance on a prosecutorial promise in bargain may make a plea agreement binding.

17. Line one thru the first portion of line two of the third paragraph of the argument on page five is amended to reflect:

In this case the appellant relied on prosecutorial promise of a recommendation of a ten year sentence with a cap attached.

18. The remaining portion of line two thru line three of the third paragraph of the argument on page five is amended to reflect:

Counsel failed to withdraw guilty plea once prosecution reneged on plea agreement.

19. Line one thru line two of the first paragraph on page six of the conclusion is amended to reflect:

Because the solicitor cannot assert anything to contradict a written plea offer, the agreement should be enforced.

20. Line one thru line two of the first paragraph on page seven of the petition to relieve counsel speaks for itself.

21 The second portion of line two of the first paragraph on page seven of the petition to relieve counsel speaks for itself.

22. The remaining portion of line two thru line three of the second paragraph on page seven of the petition to relieve counsel is denied.

23. Line one thru line two of the third paragraph on page seven of the petition to be relieved as counsel speaks for itself.

24. Line one of the fourth paragraph on page seven of the petition to be relieved as counsel is objected too.

Wherefore the appellant prays counsel's petition to be relieved
as counsel be denied.

Sworn to and subscribed before me on this
23rd day of August 2011

Ludhuan Bryant

My commission expires on May 26, 2020

Respectfully submitted

Curtis Bryant

Curtis Bryant