STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

Certiorari to Florence County
Michael G. Nettles, Circuit Judge

CARMICHAEL T. FLOWERS — PETITIONER

V.

STATE of SOUTH CAROLINA — RESPONDENT

APPELATE CASE NO. 2014-000926

PRO SE RESPONSE

CARMICHAEL T. FLOWERS
IN PRO-SE
Agency # 335945, RCI
P.O. BOX 2039, SB39
Ridgeland, S.C. 29936

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INDEX

ISSUES PRESENTED

Subject MATTER Jurisdiction . . .
WAS PETITIONER Indicted UNDER THE WRONG STATUTE?

DOES THE STATUTE 16-11-520 AND 16-11-510 HAS AS its ELEMENT A COST of THE "VALUE" of WHAT WAS DAMAGED AND NOT THE OPINION of THE OWNER THAT MUST EXCEED $5,000 TO BE CONSIDERED A FELONY.

Did THE COURT RELY UPON A ESTIMATE THAT should HAVE NOT BEEN USED TO OBTAIN THE AMOUNT of DAMAGE? AND Should THAT ESTIMATE BE ALLOWED into Evidence Without being Questioned by THE DEFENSE Counsel.

STATEMENT

THE TRIAL TRANSCIPT READES THAT THE Victim AND PETITIONER MOVED from NEW JERSEY TO FLORENCE, S.C. TO flip houses, T.T.P. 102 @ LINE 21.

THE VICTIM ALSO STATES THAT PETITIONER Did THE CONSTRUCTION WORK ON THE HOUSE.

I UNDERSTOOD THAT THE VICTIM AND I HAD A Contract Implied in LAW.

HOWEVER PETITIONER WAS REPRESENTED AS NO-MORE THAN A boyfriend, Although PETITIONER AND Victim HAD SEXUAL Relations from 2004 TO 2008, AND from 2007 TO 2008 SAid THAT we were going TO marry upon HER DIVORCE

WE NOW LIVE IN THIS HOUSE TOGATHER, WE paid $25,000 Dollars for, 3 buildings ON A LOT, I've DONE ENOUGH WORK ON THIS HOUSE for it TO bE APPRAISED AT NOW $44,973. SEE APraisAL. EXhibit 1

THE VICTIM ALSO TELLS THE COURT Doing TRIAL THAT SHE AND PETITIONER paid THE bills ON THE HOUSE, T.T. Page 120 @ LINE 20. . . .

Argument

We Infer from the facts that some kind of Common Law Relationship existed, the parties purchased a truck together, had open a Joint Bank Acct. at the same Bank that carried the loan for the house, the victim received her mail at the P.O. Box belonging to petitioner, the victim admits answering to Ms. flowers and we have petitioner Remodeling their Home and Inceasing its value to $144,973.

However the court, the Solicitor and an Ineffective public Defender Refuse to Acknowledge a Relationship other than "Boyfriend" and Girlfriend.

If the above were true petitioner while Living in the Home and paying part of the $200.00 Dollar a month mortgage and the rest of the bills, that would make petitioner a tenant.

Black's Law Dictionary defines a tenant as one who occupies premises of another In Subordination to the others title and with his assent...

Argument

THE QUESTION of subject MATTER Jurisdiction MAY BE RAISED AT ANYTIME CITE(S) OMMITTED,

WAS PETITIONER Indicted UNDER THE WRONG STATUTE?

THE VICTIM STATED AT TRIAL THAT SHE AND PETITIONER bought A HOUSE IN florence AND MOVED in TOGATHER, SEE Highlighted page from WANDA H. CARTER, Appellate DEFENDER, SEE Exhibit # 2

HOWEVER before THE ANDERS Brief filed by MS. CARTER, THERE WAS THE family LAW Court's ORDER, TAKing possession of our HOME AND giving THE VICTIM (MS. NAMIAS) SOLE, EXCLUSIVE POSSESSION of THE RESIDENCE. SEE Exhibit, NO.# 3

THERE is ALSO AN NCIC REPORT THAT STATES THE SAME, SEE Exhibit, #4

If THE PETITIONER AND VICTIM (MS. NAMIAS), bought A HOUSE AND MOVED IN TOGATHER, AND THE 12-1-10 ORDER from THE DIVORCE COURT STATING THAT THE parties WERE NOT Common LAW married, SOME TYPE of Common LAW RELATIONSHIP EXISTED EVEN IF IT WASN'T RECONIZED by THE family Court.

Argument

EXPRESSED or Implied. SEE CARSON V. Living WORD OUTREACH MINISTRIES, INC, 431 SE2d 615.

According TO SOUTH CAROLINA's (RLTA) Residential Landlord AND TENANT ACT, THE PAYMENT of RENT IS NOT REQUIRED TO CONSTITUTE A VALID LANDLORD/TENANT RELATIONSHIP, SEE S.C. CODE of LAWS (1976) SECTION 27-40-310

IT IS PETITIONER'S belief THAT IT SHOULD HAVE BEEN ESTABLISHED WHETHER OR NOT A LANDLORD TENANT RELATIONSHIP EXISTED BETWEEN THE parties AND IF SO, PETITIONER should HAVE BEEN - Indicted UNDER STATUTE 16-11-570, MALICIOUS INJURY BY A "TENANT".

AS WE RECALL THE family COURT RULED THAT it would Relieve ME of possession AND AWARD TO THE VICTIM (NAMIAS) SOLE AND Exclusive possession.

THE STATUTE further READS (16-11-570) IT is unlawful for A TENANT TO Wilfully AND MALICIOUSLY CUT, DEFACE, MUTILATE, burn destroy or OTHERWISE Injure A DWELLING house, OUTHOUSE, building or CROPS in his possession.

Argument

Had my attorney established that I and the victim (Namias) had a - tenancy or tenancy in common, two things might have occured, one I may not have been found guilty of "Malicious Injury" and the Charge - would have been a misdemenor, I also understand that its competent for a magistrate to determine whether such Relationship Existed). See Baldwin v. Baldwin (S.C. 1954) 224 S.C. 429, 79 SE2d 459

Argument No.# 2

Both statutes, 16-11-520 and 16-11-510 has the elements of establishing the "value" of what was damaged that must exceed ~~$5,000~~ to be considered a felony and be sentenced to ten years!

In my case the estimates used were for Improvments and included labor cost, these things Didn't become law until 2010 and under the Omnibus Crime Bill. See Omnibus Crime Bill Exhibit No.# 5

ARGUMENT NO. 2

STATUTE 16-11-510, AGAIN THE ELEMENT OF THIS STATUTE CALLS FOR THE VALUE OF THE PERSONAL PROPERTY THAT WAS DAMAGED OR LOST TO EXCEED - $ 5,000 (Dollars) ALSO THE PROPETY MUST belong TO SOMEONE.

IN MY CASE THE JURY BASED THEIR findings ON AN OPINION OF OWNERSHIP With-out ANY proof.

Counsel WAS AGAIN INEFFECTIVE for failing TO REQUEST THE VICTIM TO produce ACTUAL Receipts

FUTHERMORE WHO pays $ 1,500.°° (dollars) for A King SIZE BED, HAS it ONLY 6 MONTHS (180 DAYS) but CAN'T REMEMBER from WHERE it WAS purchased. SEE VOL II of THE POST-CONVICTION RELIEF HEARING TRANSCRIP (DATED) 2-10-2014) page 662

ARGUMENT NO.# 3

THE RAMSEY ADJUSTMENT Estimate REPORT DATE OF 10/17/2008, 14 DAYS AFTER MY ARREST, IS THE ONLY ESTIMATE NORmally THERE'S ATLEST 3 Estimates..

...

Argument No. #3

Required by THE INSURANCE Companies, NOT ONLY WAS THIS THE ONLY ONE it Contain Improvements AND Labor Cost, Again my ATTORNEY failed TO GET photos of THE DAMAGE by his Investigator by THE TIME I STARTED my TRIAL All I HAD WAS WHAT pictures THE police HAD TAKEN ON THE Night of my ARREST, When THIS Adjuster (Corbett E. Byrd) TOOK THE STAND HE STATED THAT THE HOUSE HAD BEEN NAILED UP AND THAT IT TOOK Sometime for [redacted] Himself AND THE Victim (NAMIAS) TO GET Inside SEE Vol I of TRIAL TRANSCRIPT, page 249 AT LINES 13, 14, 15, 16.

Again my ATTORNEY WAS INEffective for NOT Questioning HOW THE HOUSE WAS SECURED, Who SECURED THE HOUSE AND When. AT THIS point much of Mr. Byrds STORY would NOT HAVE been so PREJUDICAL If THE Jury KNEW OTHER PEOPLE HAD BEEN IN THE HOUSE After I HAD BEEN - ARRESTED, THE Jury would HAVE HAD A TIMELINE perhaps Also.

Argument No*3

Lastly the testimony given by this Adjuster Byrd does NOT match the photos I saw and entered as an Exhibit. Case in point During the PCR hearing my atty. (Shaffer) Asks atty. floyd If he recalled where in the house the "french doors" were?

Not only does my atty. not know what "french doors" are, he never even cared enough to question the Adjusters Report, ~~in the house~~ Amongst other things we did not have "french doors" or an electric stove as stated in the Insurance estimate.

At best the report/estimate should have been challenged by my atty. and the fact that yes you can put $24,000 Dollars worth of - Improvements in a house, but without taking the house off the foundation its highly unlikely I did $24,000 dollars in damage to a 50 year old 2 bedroom house, its insurance fraud.

Conclusion

If nothing else petitioner was living at 803 Dixie St. with the owner's assent and in subordination to the owner's title, and that alone makes petitioner a tenant. As a tenant I should have been charged according to statute, 16-11-570.

The record reflects that the family court awarded the victim (Namias) sole and exclusive possession, How could a court make such an order if I didn't have "possession".

"Tenant", in its broadest sense, is one who holds or possesses lands, or tenements by <u>any</u> <u>kind</u> of right or title, whether in fee, for life, for years at will or otherwise, see Houck v. Rivers, 450 se2d 106.

According to C.J.S., acts done pursuant to a legal right, or reasonable belief that the right exist generally does not - constitute the charge of malicious injury to property, I truly believe we had a contract and I filed for breach of contract, see Appellate case no.#2014-001934.

Conclusion Cont.

FRAUD AND GREED GO HAND AND HAND $42,000 THOUSAND Dollars is Alot of MONEY TO SOME, IF THIS MONEY WAS ACTUALLY paid by THIS UNKNOWN INSURANCE Co., ME ONLY paid $25,000 for THE HOUSE, $42,000 DOLLARS pays for Alot of LIES, HALF truths, AND SO ON, THERE ARE INMATES SERVING LESS THAN THE 15 yrs I'm SERVING, for MURDER.

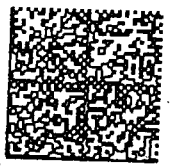
IT's Impossible TO PUT $24,000 dollars WORTH of glass AND DRYWALL IN A TWO bedroom HOUSE, $42,000 Dollars will MAKE you forget WHERE you bought THAT King size bed, THAT YOU HAD for 6 MONTHS but CAN't REMEMBER where you GOT AT A COST of $1,500, OF THE 32" T.V. THAT'S ONLY A YEAR OLD, YOU REMEMBER PAYING $300.00 but NOT WHERE YOU GOT it, OF THE SEWING mechine THAT COST $200.00 1½ YEARS old but you CAN't REMEMBER WHERE it WAS purchased, I REMEMBER THE SEWING-mechine, She (MAMIAS) sold it TO A Neighbor AT OUR YARD-SALE.

I REMEMBER THE ITEMS THAT (MAMIAS) brought from NEW JERSEY, HER Clothes AND TWO fraying pans.

DATE: DEC. 10. 2014

CARMICHAEL T. HOWARD
IN PRO-SE

Mr. Carmichael T. Flowers
Agency # 335945, RCI
P.O. Box 2039, SB 39
Ridgeland, S.C. 29936



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THE Hon. Daniel E. Shearouse
1231 Gervais Street
Columbia, S.C. 29201

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