

The South Carolina
Court Of Appeals

Billy Pee 111433

v
SCDC

Docket no. 17-AJ-04-0233-AP

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Informal Preliminary Brief And Memorandum Of Law

The Petitioner appeals the decision of the Hon. Judge Anderson's Order based upon the subsequent bases. The Hon. Judge has committed an error in conflict with the controlling law. Predicating manifest injustice and an abuse of discretion in ruling antithetical to the principals of "stare decisis." It is salient from the unambiguous sentencing sheet. The promises that were made to the defendant by the Prosecution and conceded upon by the presiding judge. Which the defendant detrimentally relied upon in exchange for the waiver of his Constitutional rights. The decision of the judge violates the defendants due process rights pursuant to the XIV USCA. In holding that there was no deviation to the defendant's original plea by the Department Of Corrections. In changing the sentence to violent and denying his parole eligibility when he had previously attended a hearing of Spreuse v State. 355 SC. at 340, 685 SE2d 278.

The effective waiver of Federal Constitutional rights in a proceeding is governed by Federal standards Boykin v Alabama 395 US. 238, at 243, 89 S Ct 1709. The same standard must be applied to determining whether a guilty plea is voluntarily made. A plea agreement is governed by the law of contracts see US v Clark 53 F.3d 9 at 12, and SC. has recognized the principals set forth in Santobello v NY 404 US 257 at 267, 92 S Ct. at 499. A contracts terms must be construed to give meaning and effect to every part of the contract US v McLaughlin 813 F3d at 204. The promise or agreement of a prosecutor, so that it can be said to be part of the inducement or consideration must be fulfilled US v Althead 963 F2d at 479, id State v Thrift 312 SC 282. A prosecutors promise may deprive a guilty plea of the character of a

voluntary act, is void Machibroda v US. 368 US at 493, 82 S.Ct. at 513.

Ergo the antecedent considered the Petitioner humbly requests as a matter of law specific performance of the original contract or the voidance of the sentence as the remedy and relief.

Billy Pee
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Question Presented

1.) Can the Department of Corrections change a inmates actual sentence in violation of the seperation of powers doctrine. Pursuant to a Plea agreement in which the Prosecution made a promise in which the Defendant detrimentally relied upon in exchange for the waiver of his Constitutional rights

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