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OCT 21 2021

THE SOUTH CAROLINA COURT OF APPEALS

S.C. SUPREME COURT

The State, Respondent, )  
 v. ) Appellant Case No. 2020-00075  
 Miquell Lutron Bryan, ) AMENDED WRIT OF MANDAMUS/PROHIBITION  
 Petitioner. ) FOR LACK OF IN REM, IN PERSONAM, NO CONTRACT  
 ) UNDER STATUTE OF FRAUDS /NO TERRITORIAL JURISDICTION

COMES NOW Miquell Lutron Bryan, ("Petitioner") "non-assumpsit in his proper person by special limited appearance without prejudice without waving any rights remedies or defenses substantive or procedural". This writ is pursuant to 240/45 SCAR and. I hereby Move this Honorable Court, and puts this court on judicial notice to look closely at the 7<sup>th</sup> of January 2020 Void Order/sentence sheet and transcript, from the Ninth Circuit General Sessions court. That violates the undersigned's Due Process right to self-represent in his proper person before the court. Moves this court with this motion and the following United States Supreme Court Cases to further prove that this court is in error.

Under the Farretta Doctrine and under the U.S. Supreme Court Cases McAlister vs. Henkel, 201 U.S. 90, 26 S. Ct. 385, 50 L. Ed. 671; & US v Johnson, 76 F. Supp 538, 540 (1947).

Held: A lawyer or (Prosecutor) cannot claim that you have rights." U.S. v. Johnson, 76 f. Supp. 538

Also it is a conflict of interest as the attorney's first duty is to the courts and the public, not to the client and wherever the duties to his client conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the latter." (emphasis on officer of the court) Corpus Juris Secundum (CJS) Volume 7, Section 4, Attorney & Client

The administrative law judge Perry M. Buckner III violated the appellants due process to be allowed to represent himself by failing to give the Farretta Warning on and for the record at the 7<sup>th</sup> of January 2020 Trial and this court is in error with its previous order as the South Carolina Supreme Court Chief Justice Beatty made this point very clear with the "Rush to Judgement " news article Nov 16, 2016 about the clear violation of defendant's 6<sup>th</sup> Amendment Clause and the like. " I DO NOT CONSENT TO BEING SURETY " as the sentencing sheet shows that the court has an "implied contract" before the court. But, the Petitioner demands and compels the Plaintiff (STATE) to produce a written contract to be placed into evidence on the record under the statute of frauds for the court to even consider this \$107,146.75 on a P&L to show not only a loss but contractility of the Petitioners liability See Exhibit B

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SC Court of Appeals

### JUDICIAL COGNIZANCE

The General Sessions Court and all of its orders are "void ab initio" in fact, based on the summons and orders lack signature and seals to invoke the common law side of the court under 28 USC 1691 62 STAT under the Savings to Sutors clause 28 USC 1333- Gives the District Court original jurisdiction exclusive of the courts of the state. South Carolina General Sessions Court does not have jurisdiction under admiralty. Nature = Admiralty Jurisdiction; cause = venue in Maritime Law.

The "saving to suitors" clause was designed to permit a damaged party to bring a federal action (in conjunction with a state action), into a state court. The "savings to suitors" clause also enables the cross-libellant/plaintiff (STATE) to choose the remedy. The liability of the defendant remains in admiralty.

"Savings to Sutors" clause of 28 USCS 133(1) enables maritime litigants to pursue available common law remedies, if they prefer them to those supplied in admiralty; it affords litigants choice of remedies, not forums. Pacific Far East Line, Inc v. Ogden Corp., (1977, ND Cal) 425 F Supp 1239.

This is not meant to be exhaustive but is to show the General Sessions Court is unequivocally without in rem, in personam, territorial jurisdiction (venue). The fact remains that A state court (general sessions court) trying maritime causes of action under the "savings" clause does not sit as an admiralty court. Istre v. Diamond M. Drilling Co. (1969, La App 3d Cir) 226 So 2d 779. Cert den 254 La 929, 228 So 2d 485, and cert dismd 225 La 1089, 234 So. 2d 191.

Also, in the following case that will clearly show the general sessions court is without in personam jurisdiction, in rem jurisdiction or venue. Court of admiralty jurisdiction, could not, as court of equity, dispose of a nonmaritime subject for the purpose of doing complete justice. The Ciano (1945, DC Pa) 63 F Supp 892)

### DEFENDANT'S LIABILITY IS IN ADMIRALTY

**Clause saving to common -law remedy (i.e., injured party) to suitors did not mean that defendant's liability should be measured by common law instead of maritime law standards.**

**Chelentis v. Luckenbach S.S. Co. (1918) 247 US 372, 62 L. Ed 1171, 38 S Ct 501.**

**THERE ARE NO "CORPUS DELECTI" BEFORE THE COURT WITH AN INJURY IN FACT TO INVOKE THE COMMON LAW SIDE OF THE COURT. THE MOST IMPORTANT FACT THERE IS NO VENUE.I.E. (TERRITORIAL JURISDICTION) THIS MATTER HAS THE PETITIONER BEING HELD,**

UNDER DURÉSS. THERE ARE NO CONTRACTS FILED INTO THE RECORD "EXPRESS" OR "IMPLIED"(QUASI) IN WHERE THE PETITIONER (MIQUELL BRYAN) CONSENTED WITH FULL DISCLOSURE OF A CONTRACT, FOR SPECIFIC PERFORMANCE TO BE LIABLE UNDER THE DUTY OF EQUITY JURISDICTION. BASED SOLELY ON THE STATUTE OF FRAUDS SC CODE SEC 32-3-10 (1) (2) (5) FOR THE \$107,145.75(THERE IS NO CONTRACT FILED INTO EVIDENCE)

The South Carolina General Sessions court, in regard to the original complaint, is moving under either: (28 USC 1333 Saving to Suitors)

- a) Common Law, (injured party verified claim/Affidavit of injury)
- b) Equity, or (Contract under the Statute of Frauds SC CODE 32-3-10 (1)(2)(5))
- c) Admiralty (IN REM, IN PERSONAM OR QUASI IN REM)

Regarding a): there is no evidence of the complaint supported by sworn affidavit of a damaged party to bring action under the common law. (saving to suitors 28 USC 1330)

Regarding b): there is no evidence of breach of contract with a bona fide signature, of (Miquell Lutron Bryan) to hold Miquell Lutron Bryan to an equity jurisdiction. Under the statute of frauds section SC CODE 32-3-10- (1)(2)(5) or specific performance for a debt as stated in the statute of frauds.

As the instant court of the general sessions court must be moving under the rules of admiralty, Miquell Lutron Bryan demands that the CASE in this matter be reversed & dismissed on the following grounds.

1. There is no evidence of the original contract to substantiate a breach of contract under the statute of frauds SC CODE 32-3-10 (1)(2)(5) SEE Restatement (second) of contracts Section 1 (1981). To hold the Petitioner liable for \$107,145.75 and if the Respondent (THE STATE) failed to show a contract the \$107,145.75. That's is considered involuntary servitude which is prohibited. See Exhibit B
2. There is no evidence of a verified complaint supported by affidavit to substantiate a tort action.
3. There is no evidence abduced from Miquell Lutron Bryan("Petitioner") to substantiate a capture of prize as a belligerent or contraband; and the captor is barred from entering evidence in support of a claim against the petitioner (i.e., booty and captured) See, the admiralty jurisdiction, in cases of contract,...is limited to contracts, claims, and services purely maritime' 'Catron, J., In peoples' Ferry Co. of Boston v. Beers et al. (1857) 61 U.S. 393, 401

THE INSTANT CASE IS HEREBY REVERSED DUE TO THE CONSTITUTIONAL VIOLATIONS (FARETTA DOCTRINE) NOTWITHSTANDING THE PETITIONER ("Miquel Lutron Bryan") IS NOT CONTRACTED WITH THE RESPONDENT (THE STATE) OR OTHERWISE FOR SPECIFIC PERFORMANCE. THAT THE RESPONDENT (THE STATE) CAN BRING FORTH A "VALID CONTRACT" OR "CORPUS DELECTI" IN ORDER TO HAVE STANDING UNDER THE SAVINGS TO SUITORS' CLAUSE UNDER 28 USC 1333(1), AS THIS MATTER IS WITHOUT TERRITORIAL JURISDICTION AND HAS NON-AMENDABLE DEFECTS ON THE FACE OF THE RECORD. ALL SUMMONS, PROCESS, ORDERS ARE VOID UNDER 28 USC 1691 62 STAT.

"In as much as all writs and process issuing from a court of the United States are required, by statute to be under the signature and seal of court and signed by clerk thereof, an injunction signed only by the deputy clerk of the district court is not void for want of a judicial signature".

[Scanbe Mfg. Co v. Tryon, 400 F.2d 598]  
[hn. 1 (9<sup>th</sup> Cir. 1968)]

NO TERRITORIAL JURISDICTION (VENUE)

MUNICIPAL, COUNTY, OR STATE COURTS lack jurisdiction to hear any case since they fall under the definition of a FOREIGN STATE, and under all related definitions below. Said jurisdiction lies with the "district court" of the United States. 'Established by Congress in the states under Article III of the Constitution, which are "constitutional courts" and do not include the territorial courts created under Article IV, Section 3 Clause 2, which are "legislative" courts. Hornbuckle v. Toombs, statutes pursuant to 28 USC SE. 1330. American Ins. Co v. Canter 26 U.S. 511 (1828)

SEE DUDLEY V STATE ,2002 S.C. App. Lexis 202, At \*16 Vacated en Banc

I SO MOVE:

Respectfully submitted juris et de jure, by



Miquel Lutron Bryan #282448

Ridgeland CI CB31

C/O 5 Correctional Drive

Ridgeland, South Carolina 29336

At Ridgeland County, South Carolina

Dated: Oct 19, 2021

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OCT 21 2021

LEGE SUPREME COURT

THE SOUTH CAROLINA COURT OF APPEALS

THE STATE )  
 )  
 Plaintiff, )  
 )  
 VS. )  
 )  
 Miguel Lutron Bryan )  
 )  
 Petitioner, )

ORDER

THIS ORDER FOR THE PLAINTIFF (STATE) TO FILE AN EXPRESSED CONTRACT INTO EVIDENCE FOR SPECIFIC PERFORMANCE UNDER THE STATUTE OF FRAUDS SC CODE 32-3-10- (1)(2)(5). TO HOLD PETITIONER (Miguel Lutron Bryan ) LIABLE UNDER EQUITY JURISDICTION FOR RESTITUTION AND REIMBURSEMENT FOR BREACH OF CONTRACT<sup>1</sup>(EXHIBIT A) & NOT LIMITED TO THE STATE (PLAINTIFF) ALLOWING PETITONER (Miguel Bryan) TO CERTIFY HIS RIGHT TO EQUITABLE SUBROGATION AS THE PETITONER DOES NOT CONSENT TO BEING SURETY FOR THE \$ 107,146.75 (EXHIBIT B) WITHOUT THE FILING OF A VAILD CONTRACT<sup>2</sup> WHERE RESPONDENT AGREED TO BE HELD LIABLE WILLINGLY, KNOWINGLY & INTELLIGENTLY TO MAKE THE EXPRESSED CONTRACT BINDING <sup>3</sup> & NOT IMPLIED BY OPERATION OF LAW <sup>4</sup>AS THE GENERAL SESSIONS COURT IS UNEQUIVOCALLY WITHOUT TERRITORIAL (VENUE )<sup>5</sup>, IN REM OR IN PERSONAM JURISDICTION UNDER 28 USC 1333 IMMEDIATE RELEASE IS DEMANDED WITHIN 10 DAYS IF THE PLAINTIFF (STATE) CONTINUES TO AVOID THE CHALLENGE TO JURISDICTION/VENUE NOTWITHSTANDING THE FILING OF AN "EXPRESSED CONTRACT" CANNOT BE STRESSED ENOUGH AS THE (PETITONER) IS BEING HELD UNDER DURESS FOR CLOSE

<sup>1</sup> Restatement, Contracts Sec 347 (1932) Restitution of Value of a Performance Rendered by one party as a remedy for total Breach by the other.

<sup>2</sup> SC- CODE 37-5-108 (1)(a)(b)(3) Unconscionability, inducement by unconscionable conduct

<sup>3</sup> The remedy of money damages for breach is intended to put the injured party (not the State or the informant for the state) in as good a position as he would have been in had the contract been fully performed. See Fuller and Perdue, the reliance interest in Contract Damages. 46 Yale L.J 52, 53-54 (1937)

<sup>4</sup> An action in quasi-contract based on the theory of unjust enrichment will lie where the contract is unenforceable in the following instances: (the section citations are to Williston, Contracts (1937) because of infancy Sec 240, married women Sec 270, or an insane person Sec 255; where the right to recover benefits furnished under an ultra vires contract exist Sec 271, where a contract is voidable under the statute of frauds Sec 534-538; when benefits are conferred under a contract unenforceable because of impossibility of frustration of purpose Sec 1972 et. seq.; and in cases of fraud Sec 1525, mistake Sec 1542, duress Sec 1623, or illegality Sec 1787-1791.

<sup>5</sup> Dudley, 354 S.C. at 518,581 S.E.2d at 173.

TO 2 YEARS BASED ON THE FACT THAT ADMINISTRATIVE LAW JUDGE PERRY M. BUCKNER III RUSH TO JUDGEMENT. THE TRANSCRIPT FROM THE 6 & 7<sup>TH</sup> TRIAL SHOWS ON AND FOR THE RECORD THAT BOTH THE PROSECUTION (STEPHANIE B. LINDER) AND TRIAL ALJ (PERRY M. BUCKNER III ) SAID THAT THEY THINK THE COURT HAS SUBJECT MATTER JURISDICTION? TO THINK THAT THE COURT HAS SUBJECT MATTER JURISDICTION IS NOT THE SAME HAS THE PROSECUTION (STEPHANIE B. LINDER) FILING SUFFICIENT PLEADINGS INVOKE THE SAVING TO SUITORS' CLAUSE TO GET A REMEDY UNDER EQUITY JURISDICTION FOR UNJUST ENRICHMENT. IN ORDER FOR THE COURT TO DO A CONSTRUCTIVE TRUST IN EQUITY<sup>6</sup>AWARDING RESTITUTION AND REIMBURSEMENT TO AN NON-INJURED PARTY PLAINTIFF (STATE) AS THE INFORMANT CAN NEVER BE AN INJURED PARTY (i.e. concrete, NOT SPECULATIVE)

1. THERE IS NO INJURED PARTY BEFORE THE COURT TO INVOKE THE COMMON LAW SIDE OF THE COURT (i.e. tort) <sup>7</sup>Lujan v. Defenders of wildlife 504 U.S. 555 (1992)
2. THERE IS NO EXPRESSED CONTRACT BEFORE THE COURT UNDER THE STATUTE OF FRAUDS (which is evidentiary) FOR THE PLAINTIFF TO BE ENTITLED TO DAMAGES FOR SPECIFIC PERFORMANCE. (EQUITY)
3. THE COURT IS ESTOPPED FROM PROCEEDING UNTIL THE CHALLENGE TO SUBJECT MATTER JURISDICTION IS PROVEN ON THE RECORD.
4. THE COURT IS ALSO ESTOPPED UNTIL THE CHALLENGE TO TERRITORIAL JURISIDICION IS PROVEN ON THE RECORD.
5. ACCORDING TO THEN PRIOR ATTORNEY JASON T. MIKELL HE STATED THAT HE NEVER FILED A PRE-TRIAL MOTION (WHICH CONSTITUTE RUSH TO JUDGEMENT) See Exhibit C OF THE LETTER TO THE SC COURT OF APPEALS FROM Robert M. Dudek Chief Appellate Defender.
6. ALJ PERRY M. BUCKNER NOT ONLY RUSHED TO JUDGEMENT BUT IT WAS HIS PRACTICING LAW FROM THE BENCH THAT HAS THE Petitioner (Miguel Bryan) UNDER EXTREME DURESS. THE PLAINTIFF HAS TO PROVE THAT ITS PLEADING ARE ABLE TO INVOKE THE ADMIRALTY/MARITIME, EQUITY AND COMMON LAW SIDE OF THE COURT.
7. THE WARRANT ITSELF LACKS THE PROPER REQUISITE

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<sup>6</sup> A constructive trust does not, like an express trust arise because of a manifestation of an intention to create it, but it is imposed as a remedy to prevent unjust enrichment." Restatement of Restitution (1937) Sec 160 comment a. " the constructive trust is not a trust, but a remedy which is explained by analogy to trusts" (i.e., constructive fraud)

<sup>7</sup> Holdings: state in order to have standing there has to be and injury in fact not purely speculative, non-concrete injuries do not invoke Article III Sec II Standing.

- (1) Probable Cause (an affidavit by the injured party corpus delecti i.e., not informant)
- (2) Oath or Affirmation by a Detached Magistrate
- (3) Warrant of Committal (common law)
- (4) Under the Signature and Seal of the Clerk 28 USC 1691 62. STAT. 945 (common law)

IT IS HEREBY ORDERED that the Plaintiff (STATE) in the above styled case has 10 days to either show that this court has Subject Matter Jurisdiction See Weinhauser v. State 334 S.C. 327, 513 S.E. 2d 840 (1999) or file a contract to show the mutual agreement between the parties was breached by non-performance of a contract under the statute of frauds and not implied under the operation of law. Notwithstanding the Petitioner (Miquel Lutron Bryan) on and for the record challenged subject matter jurisdiction and also firing then attorney of record Jason T. Mikell on the 31<sup>st</sup> of December 2019. (No Farreta warnings was stated on the record as well clear abuse of process, it is not this courts job to issue Farreta warnings by the trial courts job).

IT IS FURTHER ORDERED, that this court must rule within the 10 days'' Sua Sponte'' even if the Plaintiff (State) fails to prove on the record what is the Territorial Jurisdiction<sup>8</sup> of the court. This court in the best interest of Justice have to release the Petitioner (Miguel Lutron Bryan) BASED ON LACK OF IN REM /IN PERSONAM/ TERRITORIAL JURISDICTION BUT, MOST IMPORTANTLY due to the hardships that COVID-19 has increasingly placed on the Penal System Nationwide with the shortage of Correctional Officers. If the court fails to do so the Petitioner (Miguel Lutron Bryan) will file in the South Carolina Supreme Court (Invoking Original Jurisdiction i.e., common law) to get the proper redress if this court is prejudice against the Respondents (Miguel Lutron Bryan) right to challenge Territorial Jurisdiction even for the first time on appeal as no state court has general admiralty jurisdiction (28 USC 1333 SAVING TO SUITORS CLAUSE)

At Columbia, South Carolina

---

Presiding Judge of the Court of Appeals

Cc: Alan McCorry Wilson

William M. Blicht Jr.

---

<sup>8</sup> Jurisdictional limits are tied to the territorial reach of the particular government power. 4 Wayne R. LaFavre et al., Criminal Procedure 16.1 (a), at 458 (2d ed.1999)., more specifically [s]subject matter jurisdiction is limited by the territorial reach of the courts. Rios v. State, 733 P.2d 242, 245 (Wyo.1987)

**EXHIBIT A**

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
CITY OF NORTH CHARLESTON

AFFIDAVIT  
OCA# 2017-002965  
Det. Andy Miller

Personally appeared before me, a magistrate of this County, one, Detective Andy Miller, who, first being duly sworn, deposes and says that:

**Miquell Lutron BRYAN**

Did within this County and State on the 5<sup>th</sup> day of March 2015, did violate the criminal laws of the State of South Carolina in the following particulars:

DESCRIPTION OF OFFENSE  
**TRAFFICKING COCAINE**  
VIOLATION OF SECTION  
44-53-370 (c)(2)(a)

The affiant states there is probable cause to believe that the defendant named above did commit the crime(s) set forth, and that such probable cause is based on the following facts:

That on March 5, 2015, while at the International Lounge, located at 4620 Dorchester Road in the City of North Charleston, County of Charleston, State of South Carolina, the defendant, **Miquel Lutron BRYAN**, did commit the offense of Trafficking Cocaine, in violation of section 44-53-370 (c)(2)(a) of the South Carolina Code of Laws of 1976, as amended. In that the defendant did willfully and unlawfully distribute approximately 13.60 grams of a white powder substance, which tested positive as cocaine by the Department of Homeland Security, U.S. Customs and Border Protection Laboratories and Scientific Services lab in Savannah, GA.

Facts to establish the aforesaid are that an undercover agent (UC) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and an ATF confidential informant (CI) conducted an undercover purchase of a quantity of cocaine from BRYAN in the area of 4620 Dorchester Road in the City of North Charleston. The ATF UC agent gave the defendant a quantity pre-recorded ATF buy funds in exchange for 13.60 grams of white powder substance, which field tested presumptive for containing cocaine. The transaction was audio and video recorded.

This is based on an investigation by ATF and witnesses to be named in court on a later date. All against the peace and dignity of the State of South Carolina.

Sworn to and Subscribed before me  
this 21 day of February  
2017.

Elden S. Hinshley  
Signature of Judge

[Signature]  
(AFFIANT)

Address: 3691 Leeds Ave  
North Charleston, SC 29405  
Phone: (843) 743-7200

ATTEST: A TRUE COPY  
JULIE J. ARMSTRONG (SEA)  
CLERK, C.P., D.P. & F.D.  
BY [Signature]  
DEPUTY CLERK

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S.C. SUPREME COURT

EXHIBIT B

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON  
STATE VS.

MIQUELL LUTRON BRYAN

AKA: Miguel Lutron Bryan, Miquell Lutron Bryant  
Race: Black/African American Sex: M  
DOB: 12/01/1977 SS#: 247-51-5145  
Address: 2229 Eagle Drive  
City, State, Zip: Charleston, SC 29406-4734  
DL# 007372527 SID# SC01003467

IN THE COURT OF GENERAL SESSIONS

INDICTMENT/CASE#: 2017-GS-10-03228  
A/W: 2017A1010900151  
Date of Offense: 03/05/2015  
S.C. Code §: 44-53-0370(e)(2)(a)1  
CDR Code#: 0278

SENTENCE SHEET

\*CDL Yes  No  CMV Yes  No  Hazmt Yes  No

In disposition of the said indictment comes now (the Defendant who was

CONVICTED OF or  PLEADS

TO: Trafficking in Cocaine - 3<sup>rd</sup> Offense

In violation of § 44-53-0370(e)(2)(a) of the S.C. Code of Laws, bearing CDR Code # 0147

NON-VIOLENT  VIOLENT  SERIOUS  MOST SERIOUS  Mandatory GPS  §17-25-45  
(CSC w/minor 1<sup>st</sup> or CSC w/minor 3<sup>rd</sup>)

The charge is:  As indicted,  Lesser Included Offense,

Defendant Waives Presentment to Grand Jury. \_\_\_\_\_ (def.'s initials)  
 Negotiated Sentence,  Recommendation by the State.

The plea is:  Without Negotiations or Recommendation,

ATTEST:

Stephanie B. Linder 72656  
Stephanie B. Linder, Assistant Solicitor SC Bar # \_\_\_\_\_

\_\_\_\_\_  
Attorney for Defendant 73072  
SC Bar # \_\_\_\_\_

WHEREFORE, the Defendant is committed to the  State Department of Corrections  County Detention Center,  
for a determinate term of 25 days/months/years or  under the Youthful Offender Act not to exceed \_\_\_\_\_ years  
and/or to pay a fine of \$50,000.00 provided that upon the service of \_\_\_\_\_ days/months/years and or payment  
of \$ \_\_\_\_\_ plus costs and assessments as applicable\*; the balance is suspended with probation for \_\_\_\_\_  
months/years and subject to South Carolina Department of Probation, Parole and Pardon Service standard conditions of probation, which  
are incorporated by reference.

CONCURRENT or  CONSECUTIVE to sentence on: \_\_\_\_\_

The Defendant is to be given credit for time served pursuant to S.C. Code §24-13-40 to be calculated and applied by the State  
Department of Corrections.

The Defendant is to be placed on Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.

Pursuant to 18 U.S.C. Section 922, it is unlawful for a person convicted of a violation of Section 16-25-20 or 16-25-65 (Domestic  
Violence) to ship, transport, possess, or receive a firearm or ammunition.

SPECIAL CONDITIONS:

RESTITUTION:  Deferred  Def. Waives Hearing

Ordered P/TUP \_\_\_\_\_  
days/hours Public Service Employment

Total: \$ \_\_\_\_\_ plus 20% fee: \$ \_\_\_\_\_

Obtain GED

Payment Terms: \_\_\_\_\_

Set by SCDPPPS \_\_\_\_\_

Attend Voc. Rehab. Or Job Corp. \_\_\_\_\_

May serve W/E beginning \_\_\_\_\_

Substance Abuse Counseling

Random Drug/Alcohol Testing

Fine may be pd. in equal consecutive weekly/monthly

pmts. of \$ \_\_\_\_\_ Beginning \_\_\_\_\_

\$ \_\_\_\_\_ Paid to Public Defender Fund

Other: \_\_\_\_\_

Recipient:		
*Fine:		\$ 50,000.00
§14-1-206 (Assessments 107.5%)		\$ 53,750.00
§14-1-211 (A)(1)(Conv. Surcharge)	\$100	\$ 100.00
§14-1-211 (A)(2)(DUI Surcharge)	\$100	\$
§56-5-2995 (DUI Assessment)	\$12	\$
§56-1-286 (DUI Breath Test)	\$25	\$
Proviso (Public Def/Probation)	\$500	\$
§14-1-212 (Law Enforce. Funding)	\$25	\$ 25.00
§14-1-213 (Drug Court Surcharge)	\$150	\$ 150.00
§50-21-114 (BUI Breath Test Fee)	\$50	\$
§56-5-2942(J) (Vehicle Assessment)	\$40/ea	\$
3% to County (if paid in installments)	\$	\$ 3,120.75
TOTAL		\$ 107,146.75

Appointed PD or appointed other counsel,  
Proviso requires \$500 to be paid to Clerk  
during probation and shall be collected before any other fees.

Presiding Judge: Penny H. Buschner  
Judge Code: \_\_\_\_\_  
Sentence Date: January 7, 2020

Clerk of Court/Deputy Clerk: \_\_\_\_\_

Court Reporter: Nicole Carney

ATTEST: A TRUE COPY  
JULIE J. ARMSTRONG (SEAL)  
CLERK OF S.C. J.C.  
BY \_\_\_\_\_  
FIDELITY CLERK

PENNY H. BUSCHNER  
PRESIDING JUDGE

EXHIBIT C



SOUTH CAROLINA COMMISSION ON INDIGENT DEFENSE

Division of Appellate Defense  
1330 Lady Street, Suite 401  
Columbia, South Carolina 29201-3332

Post Office Box 11589  
Columbia, South Carolina 29211-1589  
Telephone: (803) 734-1330  
Facsimile: (803) 734-1345

Robert M. Dudek, Chief Appellate Defender  
Wanda H. Carter, Deputy Chief Appellate Defender

June 22, 2021

The Honorable Jenny Abbott Kitchings  
Clerk, S.C. Court of Appeals  
PO Box 11629  
Columbia, SC 29211

Re: The State v. Miquell Lutron Bryan – Appellate Case No. 2020-000075

Dear Ms. Kitchings:

We received the order of the Honorable Stephanie P. McDonald that was filed on June 16, 2021, mandating that our office provide Miquell Bryan with a copy of his trial transcripts. As you can see by the attached transcript request letter, we have requested the trial transcript from the court reporter. Trial counsel, Jason Mikell, has informed our office that the only pre-trial hearing involved was held on January 6, 2020, the first day of the trial. There was not a post-trial motion hearing. Once our office has received the trial transcript, we will provide Mr. Bryan with a copy.

If you need any additional information, or have any questions or concerns, please contact me.

Sincerely,

Robert M. Dudek  
Chief Appellate Defender

RMD/ab  
Attachment

cc: Attorney General's Office  
Mr. Miquell Bryan

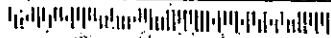
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S.C. SUPREME COURT

Miguel Diaz  
Ridgeland, CT

P.O. Box 2039  
Ridgeland, S.C. 29936



7020 2450 0001 7218 5695



U.S. POSTAGE PITNEY BOWES  
ZIP 29936 \$ 008.56<sup>0</sup>  
02 4W  
0000378438 OCT 18, 2021

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S.C. SUPREME COURT

Clerk of Supreme Court  
1231 Gervais St.  
Columbia, S.C. 29201

THE SOUTH CAROLINA COURT OF APPEALS

)  
)  
STATE OF SOUTH CAROLINA )  
Plaintiff, )  
-vs- )  
Miguel Bryan )  
Petitioner, )  
\_\_\_\_\_ )

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OCT 25 2021

**SC Court of Appeals**

Appellant Case No.2020-00075

CERTIFICATE OF SERVICE

I Serve this day 19 October 2021 A mended Writ of Mandamus/ Prohibition for lack of in rem /in personam, No Contract under statute of frauds/no territorial jurisdiction the clerk of court for the 9<sup>th</sup> Judicial Circuit of General Sessions Court at Clerk of Court of Appeals 1220 Senate Columbia, South Carolina 29201

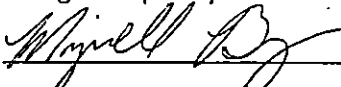
Cc: Clerk of Supreme Court  
1231 Gervais Street  
Columbia, South Carolina 29201

William M. Blich, Esquire  
1000 Assembly Street  
Columbia, South Carolina 29201

Stephanie Linder  
101 Meeting Street  
Charleston, South Carolina 29201

*cc: South Carolina Court of Appeals  
Honorable Jenny Abbot Kitchens  
1220 Senate St  
Columbia, South Carolina 29201*

I SO MOVE:

All rights explicitly reserved  
 Pro Per  
Miguel Bryan # 282448

c/o Ridgeland CI CB31  
5 Correctional Road  
Ridgeland, South Carolina [29936]

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S.C. SUPREME COURT

Miguel Bryan 282448  
Ridgeland CT CA-42  
P.O. Box 282448  
Ridgeland, S.C. 29936



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