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STATE OF South CAROLINA  
County of Greenville

Court of Appeals

Falcon Fox LLC  
Hotel Charlie LLC  
Plaintiff

v

Stewart Wellons  
Defendant

Notice of Appeal  
of Case No  
2021-CP-23-02623  
Re. Order of Honorable  
Judge Simmons dated  
June 14, 2022

I Charles S Wellons Defendant do request  
in fairness, in equity to not be denied a  
continuance of motion heard at June 13, 2022  
hearing. Such denial is in violation of my Constitu-  
tional civil rights. The injustice has been shown  
since said hearing by my arrest of trespassing.  
Said warrant stated that said Plaintiff Daniel  
Holtzman required G.C. Deputy Sheriffs to arrest  
me, tow my vehicle, not allow me on property.  
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4.) That on the night of the alleged signing after Danny and I had eaten a meal together I was offered \$290,000.00 for my property which was a written offer which I refused stating I would never sell my land for less than \$300,000.00 and I am not interested to sell this land, this is God's land, but if I will be finished with this discussion I will give you an exclusive right to purchase meaning if I ever sell this land then you have the exclusive Right to be Purchaser.

5.) Danny Holtzman did take the offered sales contract and whited over the written words of the contract.

6.) I took the written offer then and on the whited over words I wrote "Exclusive Right to Purchase" and I signed it, then gave Holtzman the paper.  
This is the only paper I signed.

7.) If any other signature of mine was obtained after that I was not aware of such because I was done listening to Holtzman and I let myself nod out in sleep.

Mr. Wellons mental state at the time of the contract was far below normal. The evaluation will tell the story. The facts stated herein should show this court enough reason to continue the matter.

summary

Mr. Wellons has tried and tried to get his foot back in the door of justice. He was late for the first hearing back in December 2021. He did not make it to the reconsideration hearing. He forgot to mail pleadings to Mr. Pruitt, Plaintiff's attorney of record, and it goes on. His brain is cooked from years and years of drugs.

If this court allows the order of February 15, 2022 to move forward a very serious miscarriage of justice will follow, and may never be reversed.

Wherefore the Defendant, Stewart Wellons prays, that this court, based on the facts, grant this motion to allow time for an evaluation of the Defendant's mental capacity. The hearing scheduled for June 13, 2022, the Defendant Stewart Wellons, prays it be continued.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Falcon Fox, LLC and )  
Hotel Charlie, LLC, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
Stewart Wellons, )  
 )  
Defendant. )

**ORDER**  
2021-CP-23-02623

DATE OF TRIAL:  
TRIAL JUDGE:  
PLAINTIFF'S ATTORNEY:  
DEFENDANT'S ATTORNEY:  
COURT REPORTER:

December 10, 2021  
Charles B. Simmons, Jr.  
J. Calhoun Pruitt, Jr.  
James P. O'Connell

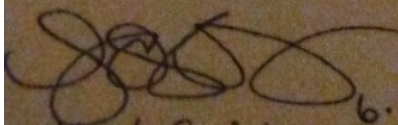
THE ABOVE ENTITLED MATTER came before me pursuant to an Order of Reference dated July 15, 2021. The Plaintiff is seeking to require specific performance of a real estate contract. The Defendant's pleadings indicated he disputed the genuineness of said contract. The Defendant, by and through his attorney, stipulated that the Plaintiffs were ready, able and willing to close the transaction.

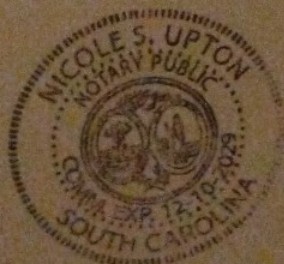
**FINDINGS OF FACT**

1. That the Plaintiffs are limited liability companies organized pursuant to the laws of the State of South Carolina.
2. That the real estate, which is the subject of this action, is located in Greenville County, South Carolina.

days after the receipt of service to me of said motion.

I have submitted to my family's demands of a competency hearing in regards to my incompetency to handle financial matter myself and am scheduled to be given a diagnostic evaluation by licensed psychologist or a Medical Doctor already requesty by my primary care physician Graham Lawrence, M.D. 426 Memorial Drive East Greer, S.C. Prism Group within 30 days of his referral being June 8<sup>th</sup>, 2022. The evaluation will be given with a written report.

  
6.10.2022  
Nicole S. Upton  
Notary Public for South Carolina  
Commission Expires 12.10.2029



Charles S Wellons  
Charles S Wellons  
June 10, 2022

STATE of South Carolina  
COUNTY of Greenville

IN THE COURT of  
Common Pleas

Falcon Fox LLC, and  
Hotel Charlie LLC,

Plaintiffs,

v.

Stewart Wellons,  
Defendant.

Rule 7(c)

Motion for Continuation

CASE NO. 2021-CP-23-02623

Comes Now The Defendant Stewart Wellons  
on this 10 day of June 2022 and is pro se, hereby  
Request a continuation in The above matter. The  
Hearing is put on for June 13, 2022 at 9am. The Defendant  
Request a 30 day continuation for reasons follows  
bellow.

This Request is supported by a brief statement of  
fact.

8) I had been without sleep at least three days and only a few hours of sleep three days earlier.

9) I was stressed because the Armstrong Heritage hotel had told me to get out of my room which had been paid in full for a week. It took me three hours to pack my personal property, load it into my pickup truck which would not start up. I needed a ride because my girl friend Michelle Hamby had left the property because if we had not left, we would be seeing Greenville County Sheriff officers and given no trespassing notice. I had waited to leave until I had used all of the methamphetamine I had at my rented room. I was using Holtzman to have a ride and exit the hotel property. Holtzman waited for hours for me to exit the premises; although I told him that I would never sell the property that my dad who has passed in death had purchased for me with my Trust account monies.

C. Stewart Wallens

South Carolina  
Greenville County

Affidavit

Notice in Support for Consideration to  
Appeal Case No. 2021-EP-23-02623  
by the State of South Carolina Court  
of Appeals in Case No. 2022-000325

Personally appeared before me the undersigned,  
who being duly sworn, deposes and says:

- 1.) I have read the information on this affidavit  
and I understand such information.
- 2.) I Charles Stewart Wallons, defendant in  
the said civil case did not knowingly,  
willingly or intentionally sign any contract  
to sell the property of mention 28.6 acres
- 3.) I did always tell Tony Opperman as I told  
Danny Holtzman on the day of the alleged  
signing of the alleged sales contract that  
I would not sell my property. The sales  
amount never has been negotiated as a  
consideration to sell my property

Attached is copy of said warrant which does not allow me to relocate approximately twenty nine thousand dollars of my personal property. Such has been done by the Plaintiff to swindle me out of money as he claims that I am willing to sell him my land for approximately one third of the market value by a offer to purchase that I was manipulated unknowingly due to being asleep and intoxicated when I allegedly signed said sales contract. Less than (5) five days before my trespassing arrest Alleged buyer stated I was allowed to be on the property in the presence of GC Code Enforcement Officers George Ramos

And officer Stanley Jones. I was not  
given notice of said Buyer's change of mind.  
I did never consent to sell my property  
AND now without having paid me for my  
land it being given title deed to him  
he denys me my mobile home, my forty foot  
container, two Recreational Vehicles and  
all the personal belonging that I own  
without the monies to pay to have them  
moved. and without being given the right  
to the monies which David Holtzman  
stated in front of two witnesses which  
if they deny the truth will have breached  
their covenant oath of office. They both  
and Holtzman deny me the financial money  
held in escrow by his attorney until I move  
of the said real property (Stuart Wellons  
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State of South Carolina  
County of Greenville

In the court of  
Common Pleas

Falcon Fox LLC &  
Hotel Charlie LLC  
Plaintiffs

Affidavit of Stewart  
Wellons in Support of  
Request for Continuance

v  
Stewart Wellons  
Defendant

Case No. 2021-CP-23-0

### Affidavit

Comes now the defendant Stewart Wellons  
on this 10<sup>th</sup> day of June 2022 and who is Pro Se.  
In support for a continuance of the hearing  
dated for June 30<sup>th</sup>, 2022 and also the continuance  
of the Motion received today June 10<sup>th</sup>, 2022  
and said hearing by Plaintiffs attorney,  
Pruitt & Pruitt requesting that my land  
real property if subject matter, be sold and

3. That the Defendant, Stewart Wellons, is a citizen and resident of the Greenville County, South Carolina and is the owner of the real estate involved in this lawsuit.

4. That the Plaintiffs and the Defendant entered into a contract for the sale of real estate as indicated in Plaintiffs' Exhibit #1. The ultimate terms and sale price were negotiated by the parties.

5. That on or about May 13, 2021, the Plaintiffs set a closing on the real estate contract and the Defendant indicated that he would attend. On the date of closing, the Defendant did not appear at the closing and later informed the Plaintiffs that he was not attending nor did he intend to comply with his agreement.

6. That the Plaintiffs were ready, willing and able to comply with their contract and had escrowed sufficient funds in order to complete the transaction.

7. That the Plaintiffs' main witness, the sole shareholder of each, Daniel Holtzman, testified that the contract shown on Plaintiffs' Exhibit #1, had never been altered or changed after the Defendant signed the contract. That Plaintiffs' witness, Tony Opperman, testified that he knew the parties, was present during the negotiation and saw the parties sign the contract. He further testified the contract had not been altered or changed.

8. That the court finds as a fact that the contract was not altered after the signature and that the Plaintiff sent the Defendant a copy of same, and the \$5,000.00 binder, attached to a text at the time the contract was executed. See, Plaintiff's Exhibit 3a and 3b.

9. From Defendant's somewhat disjointed testimony, it appears he is primarily objecting to the contract amount, saying that the numerical amount had been altered and that he would not have agreed to less than \$300,000. Holtzman and Opperman testified the terms (including roll-back tax payment by Plaintiff and transfer by Plaintiff of a F350 Truck to Defendant) were all

Dated THIS 12 day of June 2022  
Greenville South Carolina.

Charles S. Vallas  
Charles Stewart Vallas  
Defendant  
June 12, 2022

South Carolina Judicial Branch Rule 7(a) gives This Court Authority To grant a continuance upon The showing of good cause 7-(c). The Request must be Filed in Writing for it's approval by The Judge

The List of good causes is clear but The Discretion is Left To The Court

### Cause For This Motion

A mental illness plays a Big Factor in The underlying case. The Defendant, Stewart Wellons, NOT only has a mental illness, he was also under The influence of methamphetamines and had been up for  $3\frac{1}{2}$  days.

He had made appointments with his primary care Doctor but failed to make it on time. He can barely keep his mind on one thing at a time.

His primary Doctor, Dr. G. Lawrence, 864-377-9066, 426 memorial Dr. Ext. Greer S.C. gave him a Referral (See attached Letter) to see a Psychologist. This is already in The making. The appeal was sent back to This Court on a remittor. We needed the Time to get an evaluation, hence The Reason for The Late Filing, added to it Mr. Wellons did not mail most of the mail he was supposed to.