

**MOTION FOR EX PARTE INJUNCTION, MOTION FOR STAY, AND WRIT OF CERTIORARI**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

FROM CHARLESTON COUNTY  
Court of Magistrate

Joanna Sumney, Magistrate

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**OCT 17 2019**

**SC Court of Appeals**

Case No. **2019CV1011401500 and 2019CP1002901**

BACCO, LLC

Respondent,

v.

Gary Weesner c/o Freedom  
Transmissions Plus, LLC

Appellant.

**MOTION FOR EX PARTE INJUNCTION, MOTION FOR STAY, AND WRIT OF CERTIORARI**

I am filing a motion for ex parte injunction, motion for stay, and writ of certiorari. Rule 241 6 and 6a, only where exigent circumstances require that action be taken before there is time for a hearing. Due to the fact the stay and supersedeas should have created a stay of 15 days to give time for a bond of certiorari to be filled for if need be. The Magistrate and Circuit Court Judges are acting improperly by delaying my appeal and motions. The Judges are suppose to be an intermediate and not chose sides, which is not what has happened. They are acting outside the scope of the law and have not delivered just results.

The remitter has not been sent back to the lower court and I have been illegally evicted from the property. Customer cars were impounded, my personal vehicle was impounded, the building has been locked and I was informed by Charleston County Police Department that I am not allowed on the property or I will be arrested. I was not even allowed to retrieve my personal vehicle or my wallet. I showed the Charleston County Police Department that I had filed for stay and supersedeas and I was told that there was nothing that they could do. There were no claim and delivery notices for any of the vehicles that were criminally impounded and I will be pressing charges. The warrant for ejectment was improperly served to begin with. It was not posted in a conspicuous area, the server did not announce his presence.

I also believe that there is a conflict of interest due to Magistrate Sumney father being the Mayor of North Charleston and the landlord BACCO, LLC, operates another company FESS that does business with the City of North Charleston and Charleston County. Magistrate Sumney should have recused herself.

The Circuit Court has delayed hearing my appeal, my motion for bond modification, nor my petition for stay and supersedeas which is causing exigent circumstances. The Court of Appeals stated they did not have jurisdiction when I filed for Stay and Supersedeas on October 14 because Circuit Court case was still pending and sent it back to the Circuit Court. The Circuit Court has said that they heard my case, but they have not. I asked for proof that the Circuit Court heard my appeal for bond modification and I was given a document signed by Magistrate Sumney stating my appeal for bond modification was dismissed for not paying the bond. I was scheduled for Circuit Court for my appeal for bond modification on Oct 7 at 1100. I sat through two hours of other cases for the judge to tell me I was not on the docket and to speak with Clerk of Court. The Clerk of Court told me there was nothing I could do.

If this is not stopped and my customers cars, my personal belongings, and my personal vehicle are not brought back, I will be suing the City of North Charleston, City of Charleston, the State of South Carolina, the Magistrate, and BACCO for \$500,000 each for illegal eviction. I will also be pressing charges for the theft of customer vehicles because there is no claim and delivery for the vehicles.

I have a vested interest of money and time into the property. I have \$6,000 deposit, \$6000 in finishing the office, \$1600 on finishing the parking lot, \$1500 on air conditioning the building. The landlord has not suffered a lose. In fact he

has profited off of the excessive late fees he charged and my monetary investment into the property.

The landlord tenant law is not the law that governs a commercial business lease. I am not a tenant and I do not occupy a dwelling. The Magistrate ruled on landlord tenant laws, which was incorrect.

1. Original Eviction and Writ of Ejectment should have been dismissed pursuant 27-37-155(4). If the amount of rent due is determined at Final adjudication to be less than alleged by landlord, decision must be entered for the tenant if the court determines that the tenant has complied fully with the provisions of Section 27-37-150, this section, and the lease agreement. Landlord gave a credit, which was an incorrect lesser amount of what tenant is still due to this day. Rent was paid in full at time of partial incorrect credit.

#### Brief synopsis

1. Landlord filed for rule to vacate April 11.
2. Civil Court scheduled for April 30. Magistrate Sumney stated I had 15 days to leave. Sumney did rule that landlords late fees were unconscionable. She later dropped the fees to \$10/day and 15% total rent.
3. Landlord and tenant made an agreement after leaving court that if I paid the rent that he would drop the eviction. I paid the rent. The eviction should have been dropped at this time.
4. Landlord then filed for eviction around May 20. Neglecting the fact that I paid the rent per our agreement.
5. I filed an appeal with the Circuit Court and a Bond to Stay hearing was scheduled for June 10.
6. I paid the requirement of the bond to stay on July 10 per the bond to stay agreement. On the morning of July 10, Magistrate Sumney issued writ for ejectment. On the day that the bond to stay was due.

7. I filed an appeal with the Circuit Court due to the fact I paid the rent on July 10 per the guidelines of the bond to stay issued by Magistrate Sumney.

8. We then went to Circuit Court, in front Judge Young. Judge Young sent the bond to stay back to Sumney to clarify the language in the bond to stay regarding the due dates.

9. Sept I went in front of Judge Sumney her to clarify the language of the bond to stay due dates. She set another bond to stay but included late fees which I should not have to pay since the landlord sent the rent back and would not accept it. I appealed the bond to the Circuit Court due to these late fees.

10. I was scheduled for Circuit Court Oct 7 and case was never heard. Judge Sumney dismissed my appeal with the Circuit Court stating I did not pay the bond, when the bond is what I was appealing to the Circuit Court.

I believe the Court of Appeals should have jurisdiction due to the fact the lower courts have not and will not hear my appeal, are causing delay and unjust results from these delays. I want an ex parte injunction to stay and writ of certiorari.

I have sent a copy of this motion to all involved parties via US Postal mail.

October 17, 2019

s/ \_\_\_\_\_

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Pro Se

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OCT 17 2019

SC Court of Appeals

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## FAX COVER SHEET

TO	Court of Appeals
COMPANY	
FAX NUMBER	18037341839
FROM	Nicole Weesner
DATE	2019-10-17 17:32:55 GMT
RE	

### COVER MESSAGE

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