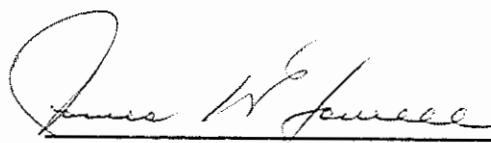



WILLIAM T. SHARPE,)	IN THE CIRCUIT COURT OF
)	
PLAINTIFF)	BALDWIN COUNTY, ALABAMA
)	
VS)	
)	
FRANCES G. MALLORY,)	
)	
DEFENDANT)	AT LAW, NO. <u>6422</u>

Plaintiff claims of Defendant the sum of FIVE HUNDRED DOLLARS (\$500.00) for money paid by Plaintiff and received by Defendant on to-wit: the 14th day of NOVEMBER, 1964, as earnest money of good faith, in the purchase of a certain piece of real property located on to-wit: the extension of Pedigo Street in Foley, Alabama, which encompassing boundaries of said property were erroneously represented to the Plaintiff by the Defendant. Plaintiff gave up any and all rights he might have to said property, rescinded any and all agreements pertaining thereto and demanded return of the aforesaid earnest money, which Defendant has refused to pay over to date, hence this suit.


 James W. Howell
 Attorney for Plaintiff

Plaintiff demands trial by jury.


 James W. Howell
 Attorney for Plaintiff

FILED
 MAY 9 1965
 ALICE L. DICK, CLERK
 REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon FRANCES G. MALLORY

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed
in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

FRANCES G. MALLORY....., Defendant.....

by

WILLIAM T. SHARPE..... Plaintiff.....

Witness my hand this 9 day of Mar 1965

Deirdre Newsham Clerk

64-3-15-65

Gulf Shores

No. *6422*

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

WILLIAM T. SHARPE

Plaintiffs

vs.

FRANCES G. MALLORY

Defendants

SUMMONS AND COMPLAINT

Filed *MAR 9* 19*65*

Clerk

Jas. W. Howell
Plaintiff's Attorney

Defendant's Attorney

has business

Defendant ~~XXXX~~
offices at

Gulf Shores, Alabama

RECEIVED
Received in Office

MAR 9 19*65*

TAYLOR WILKINS, Sheriff

SHERIFF

I have executed this summons

this *March 15* 19*65*
by leaving a copy with

Frances G. Mallory

Sheriff claims *72* miles at

Ten Cents per mile Total \$ *7.20*

TAYLOR WILKINS, Sheriff

BY *Jon Eastburn*
DEPUTY SHERIFF

Taylor Wilkins, Sheriff

Jon Eastburn, Deputy Sheriff

Joley Ala

JAMES W. HOWELL
ATTORNEY AT LAW
FOLEY, ALABAMA 36535

Post Office Box 206

Area Code 205-943-3602

June 18, 1965

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama


Re: William T. Sharpe
Vs: Frances Mallory
Case No. 6422

Dear Mrs. Duck:

For the Plaintiff, please dismiss the above
styled cause.

Thank you.

Most cordially,



James W. Howell

JWH:j

cc: Mr. Norborne Stone, Jr.
Attorney at Law
Bay Minette, Alabama

WILLIAM T. SHARPE,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
FRANCES G. MALLORY,	X	AT LAW NO. 6422
Defendant.	X	

DEMURRER

Comes now the Defendant in the above styled cause, by her attorney, and demurs to the Complaint heretofore filed against her and assigns the following separate and several grounds in support thereof:

1. The Complaint fails to state a cause of action.
2. The Complaint is vague, indefinite and uncertain.
3. The Complaint fails to allege that the Plaintiff purchased or agreed to purchase any property from the Defendant.
4. The Complaint fails to allege in what respect the Defendant erroneously represented to the Plaintiff the boundaries of any property of the Defendant.
5. The Complaint fails to allege in what respect the Defendant erroneously represented to the Plaintiff the boundaries of any property.
6. The Complaint fails to allege from whom the Plaintiff agreed to purchase real property.
7. For ought that appears from the Complaint the money allegedly paid by the Plaintiff to the Defendant was paid to her as an agent for the owner of the real property therein referred to.
8. It affirmatively appears from the allegations of the Complaint that the Plaintiff was under a duty to determine for himself the boundaries of the property which he was attempting to purchase.

9. For ought that appears from the Complaint the money allegedly paid by the Plaintiff and received by the Defendant was paid pursuant to a written contract, the terms of which do not appear in the Bill of Complaint.

10. The Complaint fails to allege with sufficient certainty the description of the property sought to be purchased by the Plaintiff.

11. The allegations of the Complaint are vague, indefinite and uncertain in that they fail to set forth the agreements therein alleged to have been made by the Plaintiff.

12. The Complaint fails to allege what rights, if any, the Plaintiff might have had to any property owned by the Defendant.

13. The Complaint fails to allege what rights, if any, the Plaintiff might have had to the property which he was interested in purchasing.

14. The Complaint fails to allege how or in what manner the Plaintiff rescinded the agreements pertaining to the real property situated in Foley, Alabama.

Respectfully submitted,

CHASON, STONE & CHASON

By: 
Attorneys for Defendant

FILED
APR 12 1965
MADE L. DICK CLERK
REGISTER

WILLIAM T. SHARPE,
Plaintiff,

-VS-

FRANCES G. MALLORY,
Defendant.

DEMURRER

FILED

APR 12 1966

ALICE L. DICK, CLERK
REGISTER

CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. Box 120
BAY MINETTE, ALABAMA