2279

HENRY BOLEN, Complainant, vs. WALLACE L. GREEN, Respondent.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY.

Comes the Respondent in the above styled cause and for answer to the Amended Bill of Complaint filed in said cause says:

1. That he admits the allegations of the first paragraph of the Amended Bill of Complaint.

2. That he denies the allegations of the second paragraph of the Amended Bill of Complaint and demands strict proof thereof.

3. That he denies the allegations of the third paragraph of the Amended Bill of Complaint and demands strict proof thereof.

4. That he denies the allegations of the fourth paragraph of the Amended Bill of Complaint and demands strict proof thereof.

5. That he denies the allegations of the fifth paragraph of the Amended Bill of Complaint and demands strict proof thereof.

6. That he denies the allegations of the sixth paragraph of the Amended Bill of Complaint and demands strict proof thereof.

7. For further answer to the Amended Bill of Complaint and as a Cross-Bill the Respondent says that he purchased the property involved in this suit on June 4, 1938, and on July 1, 1938, he entered into an oral agreement with the Complainant to rent said property to him for the sum of Six Dollars ($6.00) per month and that the Complainant occupied such property under such rental agreement and paid such rent from July 1, 1938, until January, 1939. In January, 1939, the Complainant and the Respondent entered into an oral agreement by which it was agreed between them that the Complainant would purchase from the Respondent 60 feet frontage of Lot 6, Block 1 of Douglasville, Addition to Bay Minette, Alabama, the entire depth of such lot, the said 60 feet being the part on which the house was located for the sum of

Six Hundred Twenty Five and no/100 Dollars ($625.00) to be paid by the Complainant to the Respondent over an indefinite period of time. That no interest was to be charged on this amount but that the Complainant was to continue to pay the Respondent monthly rentals on said property in the sum of $6.00 per month until he had paid for such property, at which time the Respondent was to execute and deliver to the Complainant a Deed properly conveying that part of said lot. That the Complainant continued to pay the monthly rental due on said property and in addition thereto paid to the Respondent the sum of Four Hundred and Eleven Dollars ($411.00) to apply on the purchase price of said property. That this amount was accumulated in January, 1943, at which time the Complainant first tried to get someone to take up for him the balance due on said property and upon failing to do so then advised the Respondent that he had decided that he did not want to purchase said property. The Complainant and the Respondent then entered into a further oral agreement by which they agreed that the Complainant would not purchase said property from the Respondent but that the Respondent would credit the Complainant with the sum of $411.00 to be applied on further rents due on said property at the sum of $6.00 per month. Under this last oral agreement the Complainant continued to occupy the property involved in this suit without paying any other rent until September 1, 1948, when the sum of $411.00 had been taken up as such rentals. Shortly thereafter the Complainant again approched the Respondent in an effort to buy said property and the Respondent agreed with the Complainant that he would sell him said property for the sum of $625.00 and in addition thereto, the taxes and up keep on said property from the date of their first agreement, or the total sum of $678.60. The Complainant failed to pay the Respondent that amount and he was then advised by the Respondent that he would have to pay rent from September 1, 1948, or vacate the property. None of which rent has been paid and the Complainant is now indebted to the Respondent in the sum of Sixty-Six Dollars ($66.00) as rent due by him on said property.

WHEREFORE, the Respondent prays that this Court will order and decree that the Complainant shall pay the Respondent the rent due by such Complainant to said Respondent in the sum of $6.00 per month since September 1, 1948, and that the Court will further order and decree that the Complainant promptly vacate said property and deliver possession thereof to the Respondent. The Respondent further prays that the Court will tax the Complainant with the costs of this proceeding.

Hybart, Ramsey & Stone
Solicitors for Respondent.

HENRY BOLEN, Complainant, VS. WALLACE L. GREEN, Respondent.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 2279.

DECREE OVERRULING DEMURRER

This cause coming on to be heard is submitted for Decree on Complainant's Demurrer to Respondent's Cross Bill, and the same being considered and understood by the Court, the Court is of the opinion that said Demurrer is not well taken and should be overruled. It is Therefore

ORDERED, ADJUDGED AND DECREED that Complainant's Demurrer to Respondent's Cross Bill be, and it is, hereby, overruled.

Done and ordered this 9th day of November, 1949.

Telfair A. Madsbury, Jr.
Judge

'AMENDED COMPLAINT'

HENRY BOLEN	)	IN THE CIRCUIT COURT OF
COMPLAINANT	)	BALDWIN COUNTY, ALABAMA
VS	)	IN EQUITY
WALLACE L. GREEN	)	
RESPONDENT	)	

TO THE HONORABLE TELFAIR J. MASHBURN JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

Comes your Complainant, HENRY BOLEN, complaining against WALLACE L. GREEN, and shows unto your Honor as follows:

1.

That your Complainant is over the age of twenty-one years and a resident of Baldwin County, Alabama, and that the Respondent is over the age of twenty-one years and is a resident of Baldwin County, Alabama.

2.

Your Complainant avers that on or about a date which the Complainant does not remember but during 1941 your Complainant entered into an oral agreement with the Respondent whereby your Complainant was to purchase from the Respondent Lot 6 Block 1, Douglasville, as recorded in the office of the Probate Judge of Baldwin County which lot the Respondent purported to own, the consideration which your Complainant agreed to pay the Respondent for said Lot was the sum of FIVE HUNDRED AND TWENTY-FIVE ($525.00) DOLLARS. Your Complainant agreed to pay to the Respondent said sum over and indefinite period of time, payable at the convenience of your Complainant. Your Complainant was placed in possession and made payments in money to the Respondent on the purchase of the lot aforesaid. In 1943 there being a difference of opinion between the Complainant and the Respondent as to the amounts paid as purchase money on said lot, by the Complainant to the Respondent, an accounting of said sums was had between the parties and the said Respondent presented your Complainant with a statement in writing agreeing that said principal and interest had been paid on the purchase of said lot with the exception of a balance of TWO HUNDRED AND FOURTEEN ($214.00) DOLLARS, as of January

1943, which sum together with interest at six per cent accrued thereon since 1943, aggregating EIGHTY ONE DOLLARS AND THIRTY TWO ($81.32) CENTS through the month of April 1949, your Complainant hereby pays into court; said six per cent interest being the interest agreed upon in the oral contract between said parties.

3.

That at the time heretofore alleged, which your complainant does not specifically remember, but which time was prior to 1943, your Complainant paid over to the Respondent as purchase money on the purchase of Lot 6 Block 1, Douglasville, a sum of money, the amount of which your Complainant is unable to specifically determine and that your Complainant was at that time placed in possession of Lot 6 Block 1, Douglasville by the Respondent and that your Complainant has been in regular and continuous possession thereof since placed in such possession by said Respondent under an oral purchase agreement between said parties whereby the Complainant agreed to purchase, and the Respondent agreed to sell said Lot. Your Complainant thereafter from time to time made payments to the Respondent on the purchase of said Lot until 1943, there being a disagreement of the balance due at that time which balance being ascertained by agreement between said parties was finally determined to be TWO HUNDRED AND FOURTEEN ($214.00) DOLLARS. Subsequent to that date your Complainant made other and further payments as purchase money on said Lot to the Respondent for which the receipts have been lost or mislaid.

4.

Your Complainant is unable to allege specifically the amount paid in interest and in principal prior to 1943 inasmuch as the said agreement was settled by the admission of your Complainant as of that date that he owed TWO HUNDRED AND FOURTEEN ($214.00) DOLLARS to the Respondent and the admission by the Respondent that TWO HUNDRED AND FOURTEEN ($214.00) DOLLARS was the balance due on the purchase of said Lot.

5.

Your Complainant further avers that he offered to pay to the Respondent the TWO HUNDRED AND FOURTEEN ($214.00) DOLLARS together with interest thereon due the Respondent and unpaid on the purchase of Lot 6

Block 1, Douglasville, said sum being determined as the balance due between the parties, without any credit to your Complainant for subsequent sums paid since your Complainant has lost or mislaid receipts from the Respondent for said sums and your Complainant requested a warranty deed of the Respondent which request was refused by said Respondent who demanded of your Complainant the sum of SIX HUNDRED AND EIGHTY FOUR ($684.00) DOLLARS, said offer of balance due being made to the Respondent together with the demand for a warranty deed during the month of April 1949 prior to the institution of this suit.

6.

Your Complainant further avers that subsequent to the approximate date aforesaid your Complainant has been in regular and continuous possession of said property, under an oral purchase agreement with the Respondent, said agreement being made at a specific date unknown to your Complainant but prior to 1943 and the possession alleged was under the oral purchase agreement alleged heretofore between your Complainant as purchaser and the Respondent as seller of Lot 6 Block 1, Douglasville.

PRAYER FOR RELIEF

Your Complainant prays that your Honor will by proper proceedure make the said WALLACE L. GREEN party Respondent to this bill of Complaint requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Your Complainant prays that your Honor will determine the amount due and unpaid by your Complainant to said Respondent, that upon such determination will order the Register in Chancery to pay from said funds which your Complainant has paid into court the proper amount paid to said Respondent and should the amount paid by your Complainant into court be insufficient will allow your Complainant to pay such additional funds into court as may be determined due and unpaid.

Your Complainant further prays that upon the payment of the adjudicated amount due to the Respondent. Your Honor is respectfully petitioned

to require said Respondent to execute to your Complainant a good and merchantable warranty deed to the aforesaid property which is described as follows: Lot 6 Block 1, Douglasville, as recorded in the office of the Probate Judge of Baldwin County, Alabama and will grant to your Complainant such other or further equitable relief as this Honorable Court shall deem proper and to which your Complainant may be equitably entitled.

C. E. Iris Thompson
Attorney for Complainant

Copy of Amended Complaint being mailed to Attorney for Respondent by Mail, postage paid, this 6th day of July, 1949.

C. E. Iris Thompson

HENRY BOLEN, Complainant, VS. WALLACE L. GREEN, Respondent.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 2279.

DECREE SUSTAINING DEMURRER

This cause coming on to be heard is submitted on Respondent's Demurrer to Complainant's Bill of Complaint, and the same being considered and understood by the Court the Court is of the opinion that said Demurrer is well taken and should be sustained, it is, therefore

ORDERED, ADJUDGED AND DECREED that the Respondent's Demurrer to the Complainant's Bill of Complaint be, and it is hereby sustained.

Complainant is given twenty days to amend his Bill of Complaint.

Done this 16th day of June, 1949.

Telfair K. Mashburn, Jr.
Judge

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

WE COMMAND YOU that you summon Wallace L. Green to be and appear before the Judge of the Circuit Court of Baldwin County, Alabama, exercising Chancery Jurisdiction, within thirty days after service of summons, and there to plead, answer or demur without oath to a bill of complaint lately exhibited by Henry Bolen and further to do and perform what the said Judge shall order and direct in that behalf, and this you shall in no wise omit under penalty of the law. And we further command that you return this writ with your execution thereon to our said Court immediately upon execution thereof.

WITNESS, ALICE J. DUCK, Register of said Court, this the 30 day of April, 1949.

Alice J Duck
Register

= =

HENRY BOLEN) IN THE CIRCUIT COURT OF
COMPLAINANT) BALDWIN COUNTY, ALABAMA
VS) IN EQUITY
WALLACE L. GREEN)
RESPONDENT)

TO THE HONORABLE TELFAIR J. MASHBURN JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY, SITTING:

Come your Complainant, HENRY BOLEN, complaining against WALLACE L. GREEN, and whows unto your Honor as follows:

1.

That your Complainant is over the age of 21 years and a resident of Baldwin County, Alabama, and that the Respondent is over the age of 21 years and is a resident of Baldwin County, Alabama.

2.

Your Complainant avers that on or about a date which your Complainant does not remember but during 1941, your Complainant entered into a purchase agreement with the Respondent for the purchase of Lot 6, Block 1, Douglasville, as recorded in the office of the Probate Judge of Baldwin County, for the sum of Five Hundred and Twenty-Five Dollars which your Complainant avers has all been paid except $214.00, with accrued interest thereon since 1943, aggregating $81.32 through the month of

April, 1949, which sums your complainant hereby pays into court.

3.

That at the time heretofore alleged which your Complainant does not specifically remember but was prior to 1943, your Complainant paid over to the Respondent a sum of money the amount of which your Complainant is unable to specifically determine and your Complainant was at that time placed in possession, from time to time thereafter your Complainant made certain and regular payments to the Respondent until 1943, therebeing a disagreement as to the balance due at that time, which balance being ascertained by agreement was finally determined to be $214.00. Subsequent to that date, your Complainant made other and further payments to your Respondent for which the receipts have been lost or mislaid.

4.

Your Complainant further avers that offer was made by the Complainant of the balance due, and a warranty deed requested by the Complainant which request was refused by said Respondent and a demand was made for $684.00 by said Respondent.

5.

Your Complainant further avers that subsequent to the approximate date aforesaid your Complainant has been in regular and continuous possession of said property.

PRAYER FOR RELIEF

Your Complainant prays that your Honor will determine the amount due and unpaid by your Complainant to said Respondent, that upon such determination will order the Register in Chancery to pay from said funds which your Complainant has paid into court the proper amount paid to said Respondent and should the amount paid by your Complainant into court be insufficient will allow your Complainant to pay such additional funds into court as may be determined due and un paid.

PRAYER

Your Complainant further prays that upon the payment of the adjudicated amount due to the Respondent. Your Honor is respectfully petitioned to require said Respondent to execute to your Complainant a good and merchantible warranty

deed to the aforesaid property which is described as follows: Lot 6, Block 1, Douglasville, as recorded in the office of the Probate Judge of Baldwin County, Alabama and will grant to your Complainant such other or further equitable relief as this Honorable Court shall deem proper and to which your Complainant may be equitably entitled.

Attorney for Complaint

Received in Sheriff's Office
this 30 day of April, 1949
TAYLOR WILKINS, Sheriff

Executed By Serving a copy of the Written Order to the within Wallace L. Green 4-30-49
Taylor Wilkins Sheriff
Sheris B. Griffin DS

No 2279

RECORDED

HENRY BOLEN

COMPLAINANT

VS

WALLACE L. GREEN

RESPONDENT

COMPLAINT

FROM THE LAW OFFICE OF

C. LENOIR THOMPSON

FILED
APR 30 1949
ALICE J. DUCK, Clerk Register

Complainant is a resident of Mitchell County, North Carolina and has been for more than six months next preceding the institution of this suit.

That the defendant is a resident of Bedford County, Tennessee and has been for more than six months next preceding the institution of this suit.

That the defendant is not a resident of the State of North Carolina.

That the defendant has deserted the plaintiff and has been living separate and apart from the plaintiff since the 1st day of April, 1949.

That the defendant has failed to provide for the support and maintenance of the plaintiff and the minor child of the parties.

Signature of Plaintiff

HENRY BOLEN,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
WALLACE L. GREEN,	)	IN EQUITY.
Respondent.	)	

The Complainant having this day amended all of the pleadings filed by him in said cause so that the name of the Complainant shall appear as Henry Bolton, in lieu of the name of Henry Bolen, now comes the Respondent and amends all pleadings filed by him in said cause so that the name of the Complainant shall appear as Henry Bolton instead of Henry Bolen.

Mason & Stone
Solicitors for Respondent.

HENRY BOLEN	)	IN THE CIRCUIT COURT OF
COMPLAINANT	)	BALDWIN COUNTY, ALABAMA
VS	)	IN EQUITY.
WALLACE L. GREEN	)	
RESPONDENT	)	

DEMURRER

Comes the Respondent in the above styled cause and for demurrer to County 7 of Respondent's answer and cross-bill says:

1. That the said agreement as stated in said count is void under the statute of fraud.

Attorney for Complainant and Cross-Respondent.

Filed 8-8-49
Aug. J. Reich
Register

RECORDED
2279

HENRY BOLEN COMPLAINANT VS WALLACE L. GREEN RESPONDENT	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY.

Comes the Complainant and Cross-Respondent in the above styled cause and for replication to Count 7 of Respondent and Cross Complainant's Cross-Bill says:

1. Now comes the Complainant and Cross-Respondent and for special plea to the Cross Complainant to-wit, Count 7 of said Respondent's answer, filed by the Respondent and Cross-Complainant says that said Cross-Complainant ought not to have an recover in this action because the engagement or debt sued on or alleged as a contract is not evidenced by a writing filed by said Cross-Complainant and expressing a consideration.

2. For further plea the Complainant and Cross-Respondent says that the cause of action as alleged by Count 7 of said Respondent's answer the Respondent and Cross-Complainant is founded upon a contract between Complainant Bolen and Respondent Green which contract is not in writing as required by statute of frauds and expressing the consideration by which the said Complainant and Cross-Respondent undertook to answer for said alleged debt or contract.

3. He denies the allegations of paragraph 7 of Respondent and Cross-Complainant's cross-bill and demand strict proof thereof.

C. LeRoi Thompson

Attorney for Complainant and Cross-Respondent.

RECORDED

HENRY BOLEN
COMPLAINANT

VS

WALLACE L. GREEN
RESPONDENT

REPLICATION

LAW OFFICES

C. LeNoir Thompson

Bay Minette, Alabama

FILED
OCT 3 1950
ALICE J. DUCK, Clerk

HENRY BOLEN, ALSO KNOWN AS HENRY BOLTON,	◊	
	◊	IN THE CIRCUIT COURT OF
COMPLAINANT	◊	BALDWIN COUNTY, ALABAMA,
	◊	
VS	◊	IN EQUITY
	◊	
WALLACE L. GREEN	◊	NO. 2279
	◊	
RESPONDENT	◊	

This cause coming on to be heard was submitted for a final decree upon the original bill of complaint, demurrers on behalf of Respondent, decree sustaining demurrers, amended complaint, answer and cross bill, demurrers to cross bill, decree over ruling demurrers to cross bill, answer to cross bill, amendment by Complainant, agreement by the Respondent, and testimony on behalf of Complainant and Respondent taken orally in open court.

The court after considering all the pleadings and the proof, is of the opinion that the Complainant is entitled to the relief prayed for.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, by the court, that the balance due by the Complainant to the Respondent is THREE HUNDRED EIGHTY ONE DOLLARS and 66/100 ($381.66); that upon the payment of the said amount, $381.66, to the Register of the Court for the Respondent, the Respondent will by proper conveyance convey all rights, title and interest that he has in and to the property involved to the Complainant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the court, that the Complainant be and he is given until April 28, 1951, to pay into the court the said amount of $381.66.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that if the Respondent should fail or refuse for a period of thirty days to execute the conveyance as herein required, after being advised by the Register of this court that said amount, $381.66 has been paid into court for his use, then the Register of the court is authorized, empowered and directed to make proper conveyance to the Complainant conveying all the right, title and interest which the Respondent had and has in and to the property involved, and being situated in Baldwin County, Alabama, and described as follows, to-wit:

Lot 6, Block 1, Douglasville, as shown by plat of record in the office of the Probate Judge of Baldwin County, Alabama.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that if the Complainant should fail or refuse to comply with this decree, on or before April 28, 1951, then his original bill and amendments thereto shall stand dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the court, that the Respondent pay all costs herein taxed for which execution may issue.

Dated this the 28th day of February, 1951.

Telfair J. Mashburn Jr.

RECORDED

HENRY BOLEN, ALSO KNOWN
AS HENRY BOLTON,

COMPLAINANT

VS

WALLACE L. GREEN

RESPONDENT

FINAL DECREE

FILED
MAR 23 1951

ALICE J. DUCK, Register

From the law office of
C. LeNoir Thompson
Bay Minette, Alabama

AMENDMENT TO PLEADING

HENRY HOLEN COMPLAINANT VS WALLACE L. GREEN RESPONDENT	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

AMENDMENT

Now comes the Complainant in the above styled cause and amends his pleading heretofore filed in this cause by correcting the name of the Complainant to read "Henry Bolton."

Attorney for Complainant.

HENRY BOLEN,	I	
Complainant,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
WALLACE L. GREEN,	I	IN EQUITY.
Respondent.	I	

Comes the Respondent in the above styled cause and demurs to the several aspects of the Bill of Complaint and assigns the following separate and several grounds, viz:-

1. As to that aspect of paragraph 2 of the Bill of Complaint in which the Complainant avers that on or about a date which your Complainant does not remember, but during 1941, your Complainant entered into a purchase agreement with the Respondent for the purchase of Lot 6, Block 1, Douglasville, for the sum of $525.00, which your Complainant avers has all been paid except $214.00 with accrued interest thereon since 1943, aggregating $81.32 through the month of April, 1949, the Respondent demurs and assigns the following separate and several grounds viz:-

(a) That it is not averred whether the purchase agreement referred to was in writing. (b) It is not averred who was the owner of the Lot described. (c) It is not averred who agreed to sell and who agreed to buy said Lot. (d) The provisions of the agreement are not set out. (e) For aught appearing from this averment the Complainant agreed to sell said Lot to the Respondent. (f) That said allegation is vague and indefinite. (g) It is not alleged what sum of money has been paid on the agreement. (h) It is not alleged that Complainant has paid the Respondent anything to apply on said purchase agreement. (i) It is not alleged what rate of interest was to be charged by the Respondent to Complainant. (j) It is not alleged the period of time to be covered by such interest payments. (k) For aught appearing from this allegation the Complainant has breached the purchase agreement referred to in such allegation.

2. As to that aspect of paragraph 3 of the Bill of Complaint in which the Complainant avers that at the time heretofore alleged which your Complainant does not specifically remember but was prior to 1943, your Complainant paid over to the Respondent a

sum of money, the amount of which your Complainant is unable to specifically determine, the Respondent demurs and assigns the following separate and several grounds, viz:-

(a) That this allegation is vague and indefinite. (b) That it is not alleged when the Complainant paid the Respondent a sum of money and the purpose for which payment was made. (c) It is not alleged the amount paid by the Complainant to the Respondent. (d) For aught appearing from this allegation the money which the Complainant claims to have paid to the Respondent was not to be applied upon the purchase agreement referred to in said Bill of Complaint.

3. The Respondent demurs to that aspect of paragraph 3 of the Bill of Complaint in which the Complainant avers that your Complainant was at that time placed in possession and assigns the following separate and several grounds, viz:-

(a) That it is not alleged that the Respondent placed the Complainant in possession of said property under said purchase agreement. (b) It is not alleged who placed the Complainant in possession. (c) It is not alleged when the Complainant was placed in possession. (d) It is not alleged what property the Complainant took possession of.

4. The Respondent demurs to that aspect of paragraph 3 of the Bill of Complaint in which the Complainant alleges from time to time thereafter your Complainant made certain and regular payments to the Respondent until 1943, and assigns the following separate and several grounds, viz:-

(a) That said allegation is vague and indefinite. (b) That it is not alleged when such payments were made by the Complainant to the Respondent. (c) It is not alleged how much money the Complainant paid the Respondent. (d) It is not alleged the purpose for which the payments were made or that they were to be applied upon the purchase agreement. (e) For aught appearing from this allegation such payments were to be applied on rent due by Complainant to Respondent.

5. The Respondent demurs to that aspect of paragraph 3 of the Bill of Complaint in which the Complainant avers there was a disagreement as to the balance due at that time which balance being ascertained by agreement was finally determined to be $214.00 and assigns the following separate and several grounds, viz:-

(a) It is not alleged when the balance was ascertained. (b) It is not alleged whether the agreement was in writing. (c) It is not alleged who entered into the agreement ascertaining the balance due.

6. The Respondent demurs to that aspect of paragraph 3 of the Bill of Complaint in which the Complainant avers that subsequent to that date your Complainant made other and further payments to your Respondent for which the receipts have been lost or mislaid and assigns the following separate and several grounds, viz:-

(a) It is not alleged what payments were made subsequent to the agreement referred to in the Bill of Complaint by which the balance was determined to be $214.00. (b) It is not alleged when such payments were made. (c) It is not alleged that receipts were given by the Respondent to Complainant for such payments. (d) For aught appearing from this allegation such payments were to be applied on rent and not on the purchase agreement.

7. The Respondent demurs to paragraph 4 of the Bill of Complaint and assigns the following separate and several grounds, viz:-

(a) That said paragraph does not aver who the offer was made to. (b) That said paragraph does not aver that a legal tender was made by the Complainant to the Respondent. (c) It is not averred that the Complainant offered the Respondent the amount due by the Complainant to Respondent in a legal manner. (d) For aught appearing from this allegation the Respondent was entitled to refuse to execute a Warranty Deed to the Complainant. (e) For aught appearing from this allegation the amount demanded by the Respondent was due him by the Complainant at that time. (f) It is not averred when the Complainant offered to pay the Respondent the balance due or what such balance amounted to at that time.

8. The Respondents demur to paragraph 5 of the Bill of Complaint and assigns the following separate and several grounds, viz:-

(a) That said allegation is vague and indefinite. (b) That for aught appearing from this paragraph the Complainant was in possession of the property as a tenant of the Respondent. (c) It is not averred that the Complainant was in possession under the purchase agreement referred to in said Bill of Complaint.

9. The Respondent demurs to the Prayer for Relief and Prayer as set out in the Bill of Complaint and assigns the following separate and several grounds, viz:-

(a) That there is no Prayer for Process set out in said Bill of Complaint. (b) That under the facts alleged in the said Bill of Complaint the Complainant is not entitled to his Prayer for Relief. (c) That said Prayer is vague and indefinite.

Hybart, Chason & Stone

BY: _____
Solicitors for Respondent.