

OUTLAW, SEALE & KILBORN

LAWYERS

FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

October 12, 1949

G. C. OUTLAW
HARRY SEALE
VINCENT F. KILBORN

2370

Clerk
Circuit Court
Baldwin County
Bay Minette, Alabama

Dear Sir:

Enclosed find original and four copies of Bill of Complaint to be filed for S. A. Friedman and Evelyn Friedman against George E. Fuller, Patrice Fuller, Joseph C. Sullivan and Ruth T. Sullivan. Please issue alias subpoenae and send them to the Sheriff of Mobile County to be served on Mr. and Mrs. Fuller at 962 Government Street, Mobile and on Mr. and Mrs. Sullivan at 1623 Lamar St., Mobile.

Very truly yours,

OUTLAW, SEALE & KILBORN

By

Vincent F. Kilborn
2

VPK:rg
Enc.

LAW OFFICES
JOSEPH C. SULLIVAN
631-636 FIRST NATIONAL BANK BUILDING
MOBILE 2, ALABAMA

November 26, 1949

Miss Alice J. Duck, Clerk
Circuit Court, In Equity
Baldwin County
Bay Minette, Alabama

Re: S. A. Friedman, et al vs George E. Fuller,
et al, Case No. 2370, In Equity.

Dear Miss Duck:

Enclosed herewith find demurrers of Respondents, Joseph C. Sullivan and Ruth T. Sullivan to the bill of complaint in this case. I ask that you file these demurrers in this cause and kindly advise me of the date the same will be set for hearing.

I am sending copies of the enclosed demurrers to Hon. Vincent F. Kilborn, Solicitor for the Complainants, and the Hon. J. B. Blackburn, Bay Minette, Alabama, Solicitor for Respondents Fuller.

Very truly yours,



JOS. C. SULLIVAN

JCS/ew
Encl.

cc: Hon. Vincent F. Kilborn
Hon. J. B. Blackburn

S. A. FRIEDMAN and EVELYN
FRIEDMAN,
Complainants,
VS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY.

GEORGE E. FULLER and PATRICE
FULLER, JOSEPH C. SULLIVAN and
RUTH T. SULLIVAN,
Respondents.

DEMURRER.

Now come the Respondents, George E. Fuller and Patrice Fuller, each separately and severally, and demur to the Bill of Complaint and assign the following grounds of demurrer, each separately and severally:

1. There is no Equity in the Bill.
2. There is no Equity in the Bill as to Complainant Evelyn Friedman.
3. No facts are alleged showing that Complainant Evelyn Friedman has any interest in this proceeding.
4. No facts are alleged showing that Complainant Evelyn Friedman is entitled to any relief.
5. No facts are alleged showing that Complainant S.A. Friedman had authority to contract on behalf of Complainant Evelyn Friedman.
6. Complainants do not offer to do Equity.
7. Paragraph Numbered Four is so vague, uncertain, and indefinite as to not properly inform the Respondents as to what they are called upon to defend against.
8. No facts are alleged showing a valid and binding contract between Complainants and Respondents Fuller.
9. No facts are alleged showing that the alleged Agent of Respondents Fuller had authority to contract on behalf of Respondents Fuller.
10. No facts are alleged showing that Respondents Fuller have breached their contract with Complainants.
11. No facts are alleged showing that Complainants are entitled at this time to require Respondents Fuller to make a conveyance to them under the alleged contract.


12. No facts are alleged showing wherein the contract between Respondents Fuller and Respondents Sullivan, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable.

13. No facts are alleged showing wherein the contract between Respondents Sullivan and Respondents Fuller, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable for failure of consideration.

14. No facts are alleged showing wherein the contract between Respondents Sullivan and Respondents Fuller, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable for lack of consideration.

15. No facts are alleged showing wherein the contract between Respondents Sullivan and Respondents Fuller, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable for indefiniteness as to length of time.

16. No facts are alleged showing wherein the contract between Respondents Sullivan and Respondents Fuller, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable for indefiniteness as to terms.


Solicitor for Respondents, George E. Fuller and Patrice Fuller.

no 2370

DEMURRER

RECORDED

S. A. FRIEDMAN and EVELYN
FRIEDMAN,

Complainants,

VS.

GEORGE E. FULLER and PATRICE
FULLER, JOSEPH C. SULLIVAN and
RUTH T. SULLIVAN,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

Filed 11-23-49
W. J. Black
Blackburn

S. A. FRIEDMAN AND EVELYN
FRIEDMAN,

Complainants,

-VS-

GEORGE E. FULLER, PATRICE
FULL R, JOSEPH C. SULLIVAN
AND RUTH T. SULLIVAN,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY

NO. 2370

Now come the Respondents, Joseph C. Sullivan and Ruth T. Sullivan, separately and severally and demur to the bill of complaint filed herein and each part, paragraph and aspect thereof, separately and severally and for grounds of demurrer assign the following, separately and severally:

1. Because there is no equity in the bill of complaint.
2. Because said bill of complaint is vague, indefinite and uncertain.
3. Because the Complainants have a full, adequate and complete remedy at law.
4. Because said bill of complaint consists of mere conclusions of the Complainants.
5. Because there are no allegations in the bill which entitle the Complainants to any equitable relief whatsoever against the Respondents, Sullivan.
6. Because it is not shown in the bill of complaint that the Complainants are entitled to any relief whatsoever against Respondents Sullivan.
7. Because there are no allegations in the bill which show any contractual relationship whatsoever between the Complainants and Respondents Sullivan.
8. Because there are no allegations in the bill showing any duty whatsoever by Respondents Sullivan to the Complainants.
9. Because the bill of complaint affirmatively shows on its face that there is no controversy whatsoever between the Complainants and Respondents Sullivan.

10. Because the bill of complaint does not allege a justiciable controversy between the Complainants and Respondents Sullivan.

11. Because the bill affirmatively shows on its face that there is no actual controversy of a justiciable nature between the Complainants and the Respondents Sullivan.

12. Because the allegations of the bill of complaint do not show a valid and enforceable contract between Complainants and Respondents Fuller to purchase said Lots 13 and 14 of North Point Clear Subdivision.

13. Because the Complainants must allege and show a valid and enforceable contract with Respondents Fuller to purchase said lots before they are entitled to any relief whatsoever against Respondents Sullivan.

14. Because said bill of complaint seeks a decree for specific performance against Respondents Fuller in which Respondents Sullivan are not concerned.

15. Because Respondents Sullivan are not necessary parties to the bill of complaint.

16. Respondents Sullivan demur to the allegations of paragraph three of said bill of complaint, and assign as grounds therefor each of the grounds of demurrer supra, from one to fifteen, separately and severally, just as if each of said grounds of demurrer were specifically re-written here, together with the further grounds of demurrer, separately and severally:--

(a) Because the allegations of paragraph three of said bill of complaint "On June 6, 1949, Complainant, S. A. Friedman, for himself and Complainant Evelyn Friedman and Respondents Fuller, through their agent thereunto duly authorized entered into a written contract by the terms of which Respondents Fuller did agree to sell the Complainants Lots 13 and 14" is a mere conclusion of the pleader.

(b) Because from aught that appears, Respondents Fuller's agent was not authorized in writing to enter into

any agreement with the Complainants for the sale of said lots.

(c) Because from aught that appears, the agreement with reference to the sale of said lots alleged in paragraph three of the bill of complaint between the Complainants and Respondents Fuller violates the Statute of Frauds.

17. Respondents Sullivan demur to the allegations of paragraph four of said bill of complaint and assign as grounds therefor each of the grounds of demurrer, supra, from one to fifteen, separately and severally, just as if each of said grounds of demurrer were specifically re-written here, together with the further ground of demurrer:-

(a) Because the allegations of paragraph four of said bill of complaint are vague, indefinite and uncertain.

18. Respondents Sullivan demur to the allegations of paragraph five of said bill of complaint and assign as grounds therefor each of the grounds of demurrer, supra, from one to fifteen, separately and severally, just as if each of said grounds of demurrer were specifically re-written here, together with the further ground of demurrer:-

(a) Because the allegations of paragraph five of said bill of complaint are mere conclusions of the Complainants.

19. Respondents Sullivan demur to the allegations of paragraph six of said bill of complaint and assign as grounds therefor each of the grounds of demurrer, supra, from one to fifteen, separately and severally, just as if each of said grounds of demurrer were specifically re-written here, together with the further grounds of demurrer, separately and severally:-

(a) Because the allegations of paragraph six of said bill of complaint are mere conclusions of the Complainants.

(b) Because no facts showing a dispute or controversy between the Complainants and Respondents Sullivan are alleged.

(c) Because no justiciable controversy is shown to

exist between Complainants and Respondents Sullivan.

20. Respondents Sullivan demur to that aspect of the bill of complaint which seeks to have their agreement with Respondents Fuller regarding the sale of said lots declared void and unenforceable and assign as grounds therefor each of the grounds of demurrer, supra, from one to fifteen, separately and severally, just as if each of said grounds of demurrer were specifically re-written here, together with the further grounds of demurrer:-

(a) Because there are no allegations whatsoever in the bill of complaint showing the agreement between the Respondents Fuller and Respondents Sullivan to be invalid and unenforceable.



Pro se and as Solicitor for Ruth T.
Sullivan, Respondents.

RECORDED #2370- IN Equity.

S. A. Friedman et al.,
Complainants

-VS-

George E. Fuller et al.,
Respondents.

Demurrers to bill of complaint
by Respondents Joseph C. Sullivan
and Ruth T. Sullivan.

FILED

NOV 28 1949

ALICE J. DUCK, Clerk

LAW OFFICES
JOSEPH C. SULLIVAN
631-636 FIRST NATIONAL BANK BUILDING
MOBILE 2, ALABAMA

S. A. FRIEDMAN AND
EVELYN FRIEDMAN

Complainants

VS.

GEORGE E. FULLER, PATRICE
FULLER, JOSEPH C. SULLIVAN
AND RUTH T. SULLIVAN

Respondents

IN THE CIRCUIT COURT
OF BALDWIN COUNTY, ALA.
IN EQUITY
NUMBER _____

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, SITTING IN EQUITY

Come S. A. Friedman and Evelyn Friedman and exhibit
this bill of complaint against the Respondents named
above and shown to the court as follows:

O N E

All of the parties hereto are over twenty-one
years old and all reside in Alabama. Complainants are
husband and wife. Respondents Fuller, are husband and
wife. Respondents Sullivan, are husband and wife.

T W O

Fuller
Respondents *Fuller* Sullivan now own in fee simple Lots
13 and 14 hereafter described and, prior to the sale
of a portion thereof to Respondents Sullivan, as here-
after related, Respondents Fuller in the year 1947 owned
together in fee simple all of the following described
real property in Baldwin County, Alabama, namely;

Lots 13, 14, 15, and 16 of North Point
Clear Subdivision, according to map of
Plat recorded in the Probate Court of
Baldwin County, Alabama, Map Book 1 at
page 149. Lot 13 of such subdivision
adjoins Lot 14. Lot 14 adjoins Lot 15.
Lot 15 adjoins Lot 16.

On to-wit August 30, 1947, by an instrument in
writting, Respondents Fuller and Respondents Joseph
C. Sullivan entered into a written agreement, a copy
of which is attached hereto and made part hereof,

marked Exhibit A as if fully set out herein. On the day of the execution of the aforementioned agreement, a copy of which is Exhibit A, and on the face of the same instrument, the Respondent Sullivan executed and delivered to the Respondent Ruth Sullivan an assignment of his rights under the same, copy of said assignment is attached hereto and made part hereof as fully as if set out herein marked Exhibit B. Following the execution of the aforementioned agreement between the Respondents Fuller and the Respondents Joseph Sullivan and the execution of the aforementioned agreement between Respondent Joseph Sullivan and Respondent Ruth Sullivan, and on December 7, 1947 in fulfillment of said agreement, a copy of which is Exhibit A, and for a consideration of the sum of \$5,700 cash recited therein, Respondents Fuller executed and delivered to the Respondent Ruth T. Sullivan a warranty deed conveying to Respondent Ruth Sullivan, Lots 15, and 16 of the aforementioned subdivision. Respondent Ruth Sullivan went into possession of Lot 15 of the aforementioned subdivision and remains in possession thereof until the present time. She likewise went into the possession of Lot 16 of said subdivision but has since sold the said. The original of the agreement, a copy of which is exhibit A, and the original of the instrument a copy of which is Exhibit B, were recorded in the office of the Judge of Probate Court of Baldwin County, Alabama, December 8, 1947 in deed Book 126 page 67, thereof.

T H R E E

On June 6, 1949 Complainant S. A. Friedman, for himself and Complainant Evelyn Friedman and Respondents Fuller through their agent thereunto duly authorized, entered into a written contract by the terms of which

Respondents Fuller did agree to sell to the Complainants Lots 13 and 14 of the aforementioned subdivision for a net price of \$5,800 payable \$2,000 dollars in cash upon delivery of a Vendor's Lien deed conveying the property from Respondent Fuller to Complainants and reserving a lien thereon to secure the balance of \$3,800 payable on or before two years from the date of execution of the deed, all with interest at 6%. Following the acceptance of the aforementioned offer made by complainants to Respondents Fuller, Respondents Fuller did furnish to Complainants an abstract of title covering the aforementioned Lots 13 and 14. In the course of the examination of the abstract by the attorney for the complainants, the existence and record of the aforementioned instruments, a copy of which are Exhibit A, and B, respectively hereto was ascertained. Complainants aver that Respondents Fuller and wife have informed the Complainants and upon such information the Complainants charged the fact to be that the Respondents Fuller did not recall having executed the instrument, a copy of which is Exhibit A. Complainants have demanded of Respondents Fuller and wife that Respondent Fuller and wife do execute and deliver a deed to Complainants conveying the property to them in accordance with the terms of the offer made by the Complainants to Respondents Fuller and accepted by Respondents Fuller.

F O U R

Meanwhile, pending examination of the abstract of title furnished by Respondents Fuller to Complainants, Respondents Sullivan and wife have ^{delivered to Respondents Fuller an instrument in writing} ~~for writing in which~~ Respondents Fuller and wife ~~an instrument for writing~~ in which Respondents Sullivan demands the execution and delivery to Respondents Sullivan, on the same terms and conditions as agreed between Respondents Fuller and

Complainants, of a deed conveying to Respondents, Sullivan the aforementioned property.

F I V E

The Complainants are informed and believe and on such information and belief charge the fact to be that Respondents Sullivan contend that by the terms of paragraph No. 6 of the instrument, a copy of which is Exhibit A, hereto, Respondents Fuller are required to convey Lots 13 and 14 to Respondents Sullivan on the same terms and conditions as agreed between Complainants and Respondents Fuller. Respondents Fuller have advised Complainants and on such advise Complainants charge, that Respondents Fuller are ready, willing and desirous to execute a deed to the Complainants conveying the aforementioned property to the Complainants but for the fact that the Respondents Sullivan and wife have demanded the execution and delivery of a deed to them by reason of the provisions of paragraph 6 of the aforementioned instrument, a copy of which is Exhibit A.

S I X

Complainants charge that a dispute has arisen between Complainants and Respondents in this particular:

Complainants contend that by reason of the agreement entered into between Complainants and Respondents Fuller, the Complainants are entitled to the execution and delivery of a deed to complainants. Respondents Sullivan contends that by reason of the aforementioned agreement, a copy of which is Exhibit A hereto, Respondents Sullivan are entitled to have the Respondents Fuller execute and deliver a deed to the Respondents Sullivan conveying such properties to them. The Respondents Sullivan contends that in the event Respondents Fuller convey the aforementioned property to the Complainants, the complainants are required to convey the same to Respondents Sullivan by reason of the existence

of their agreement. Complainants are desirous of purchasing such property if the same can be purchased by them free of any claim thereon by Respondents Sullivan.

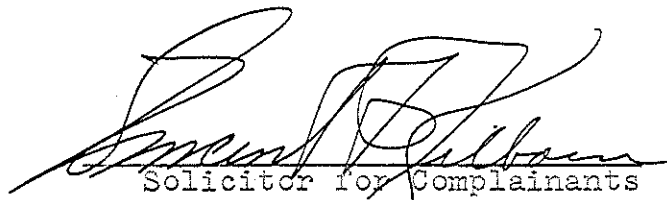
PRAYER FOR PROCESS

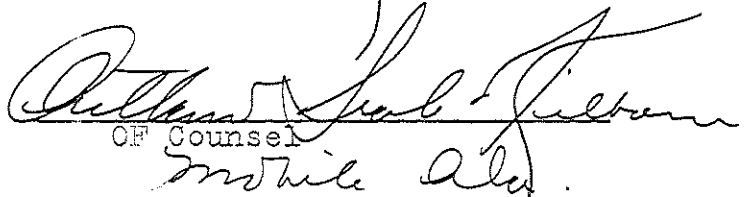
Complainants pray that a appropriate process be issued and served on the Respondants requiring them to appear and plead answer or demur to this bill of Complaint within the time required by law.

PRAYER FOR RELIEF

Complainants pray that on final hearing of this cause, Your Honor will render a decree adjudging and declaring the rights, status, and the legal relations of the parties hereto, adjudging and declaring that the Respondents Fuller may execute and deliver a deed conveying the aforementioned Lots 13 and 14 to Complainants free of any claim thereon by Respondents Sullivan by reason of the aforementioned agreement, a copy of which is Exhibit A to this Bill of Complaint and that the Court will declare that Respondents Sullivan have no right, title, interest or claim in and to such property or right to purchase the same by reason of the aforementioned agreement, a copy of which is Exhibit A hereto and that Respondents Fuller and wife have no legal obligation and duty to Respondents Sullivan by reason of the aforementioned instrument, a copy of which is Exhibit A hereto and that the aforementioned instrument, a copy of which is Exhibit A hereto, is invalid and unenforceable by Respondents Sullivan for failure of consideration, for lack of consideration, for indefiniteness as to the length of time and for indefiniteness as to terms and Complainants further pray that the Court will enter a decree adjudging and declaring that a conveyance of the aforementioned

property by Respondents Fuller to Complainants will vest in Complainants the title to such property free of any claim by Respondents Sullivan and that the Court will render a decree requiring the Respondents Fuller to Convey such property to Complainants upon the payment of the purchase price in the manner and on the terms agreed upon between the Complainants and Respondents Fuller, Complainants pray such other, further and different relief as they may show themselves to receive.


Solicitor for Complainants


OF Counsel
Mobile Ala.

"EXHIBIT"

A

Jos. C. Sullivan

-To-

George E. Fuller, and
Patrice B. Fuller, his wife

INSTRUMENT

DATED

FILED

Offer

Aug. 30, 1947

Dec. 8, 1947

RECORDED

Deed Book 126 page 67

ACKNOWLEDGED Aug. 30, 1947 by Jos. C. Sullivan, before Vern N. Harper, N.P., Mobile, County, Ala., Statutory form of acknowledgment

RECITES: ... I hereby offer and agree to purchase from you for the sum of \$5,700.00 cash, the following described real property situated in Baldwin County, State of Alabama, to-wit:

That certain parcel of land situated on the Eastern shore of Mobile Bay at or near Point Clear, Alabama, having a frontage on said Eastern shore of 100 feet, and running back Eastwardly with equal width throughout to the County Road in the rear of said property, said property being known as Lots 15 and 16 of North Point Clear Subdivision according to a plat of record in the Probate Court of Baldwin County, Alabama; said property being the South half of the property owned by seller in said subdivision and being bounded on the South by property now or formerly of T. M. Stevens, on the North by property of the seller herein, on the West by Mobile Bay and on the East by public road.

This offer and agreement to purchase is made subject to and in accordance with the following terms and conditions:

1. Conveyance shall be by Warranty Deed containing full covenant of warranty, with riparian rights, and no restrictions, and said property shall be free and clear of all liens and encumbrances.

2. State and County taxes shall be pro-rated as of the date of delivery of conveyance.

3. Seller agrees at his own expense to have an accurate survey of said property made by Durant Engineering Company of Mobile County, Alabama or some competent surveyor approved by the purchaser and to furnish said survey to purchaser.

4. Seller agrees to furnish to purchaser a complete abstract of title covering said property and the title of said property should be in all things subject to the approval of purchaser's attorney.

5. It is understood that there is a low or swampy section in front of the property covered by this offer which extends also on to the property immediately to the North owned by the seller and not included in this offer and when the purchaser fills in and makes dry that portion of the swampy section on the property which he is purchasing, the seller agrees at the same time to fill in and make dry that portion of the low or swampy section on the property immediately to the North owned by him and not included in this offer.

6. Seller agrees to give the first refusal to the purchaser to purchase all or any part of the property still owned by him which lies to the North of the property covered by this offer, that is, the seller agrees that in the event he gets a bona fide offer to sell the remaining property, or any part thereof owned by him in this subdivision lying to the North of the property covered by this offer, that he will first offer said property or such part thereof, for sale to the purchaser for the same price

and on the same terms, and if the purchaser declines to purchase, then the seller is free to sell said property to whomever he wishes.

7. Purchaser herewith deposits the sum of \$100.00 as an earnest money deposit which deposit shall apply on and be deducted from the purchase price for said property. In the event, however, the title to said property is not approved by the purchaser's attorney, said deposit shall be returned to purchaser and there shall be no further obligation on any of the parties hereto

Jos. C. Sullivan
Purchaser

August 30, 1947

We hereby accept the foregoing offer and agree to all the terms and conditions thereof and further agree to pay Joseph Pose a real estate commission of \$300.00 in connection with said sale.

George E. Fuller
Seller
Patrice B. Fuller
Seller

August 30, 1947

The foregoing is satisfactory with me and I hereby accept the same.

Joseph Pose
Real Estate Agent

"EXHIBIT B"

STATE OF ALABAMA

COUNTY OF MOBILE

I, Jos. C. Sullivan (husband of Ruth T. Sullivan) for and in consideration of the sum of \$1.00 to me in hand paid by Ruth T. Sullivan, receipt of which is hereby acknowledged, do hereby transfer, set over and assign unto the said Ruth T. Sullivan all my right, title, interest, claim and demand in and to the foregoing agreement of sale with George E. Fuller and Patrice B. Fuller, his wife and for the same consideration I do hereby remise, ~~release and quit claim and convey unto the said Ruth T. Sullivan all my right, title and interest in and to the~~ real property covered by said agreement of sale and do hereby direct said George E. Fuller and Patrice B. Fuller to make the deed conveying said property direct to said Ruth T. Sullivan.

In witness whereof, I have hereunto set my hand and seal this 30th day of August, 1947.

Jos. C. Sullivan

SEAL

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2370

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon George E. Fuller, Patrice Fuller

Joseph C. Sullivan and Ruth T. Sullivan

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 George E. Fuller et als

_____, Defendant s...

by _____

S. A. Friedman and Evelyn Friedman

_____, Plaintiff...

Witness my hand this 13th day of October 1949

Archie J. Newell, Clerk

599 RECORDED 23

No. 2370

Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

S. A. Friedman and Evelyn Friedman

Plaintiffs

vs.

George E. Fuller, Patricia Fuller

Joseph C. Sullivan and Ruth D. Sullivan

Defendants

SUMMONS and COMPLAINT

Filed 10-13-49, 19

Wm. J. Leach, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Oct. 13, 1949

Taylor V. V. V. Sheriff

I have executed this summons

this Oct 24, 1949
by leaving a copy with

George E. Fuller

Patricia Fuller 10-31-49

Joseph C. Sullivan 10-27-49

Ruth D. Sullivan 10-29-49

W. J. Leach
Shirley Mobile County

By: Wm. Bernstein Sec.

Chas. McGuire Sec.

Taylor V. V. Sheriff

W. J. Leach Deputy Sheriff

S. A. FRIEDMAN and EVELYN
FRIEDMAN,
Complainants,

VS.

GEORGE E. FULLER and PATRICE
FULLER, JOSEPH C. SULLIVAN and
RUTH T. SULLIVAN,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

DEMURRER.

Now come the Respondents, George E. Fuller and Patrice Fuller, each separately and severally, and demur to the Bill of Complaint, and to each aspect, part and paragraph thereof, separately and severally, and assign the following grounds of demurrer, each separately and severally:

1. There is no Equity in the Bill.
2. There is no Equity in the Bill as to Complainant, Evelyn Friedman.
3. No facts are alleged showing that Complainant, Evelyn Friedman, has any interest in this proceeding.
4. No facts are alleged showing that Complainant, Evelyn Friedman, is entitled to any relief.
5. No facts are alleged showing that Complainant, S. A. Friedman had authority to contract on behalf of Complainant, Evelyn Friedman.
6. Complainants do not offer to do Equity.
7. Paragraph Numbered Four is so vague, uncertain, and indefinite as to not properly inform the Respondents as to what they are called upon to defend against.
8. No facts are alleged showing a valid and binding contract between Complainants and Respondents Fuller.
9. No facts are alleged showing that the alleged Agent of Respondents Fuller had authority to contract on behalf of Respondents Fuller.
10. No facts are alleged showing that Respondents Fuller have breached their contract with Complainants.

11. No facts are alleged showing that Complainants are entitled at this time to require Respondents Fuller to make a conveyance to them under the alleged contract.

12. No facts are alleged showing wherein the contract between Respondents Fuller and Respondents Sullivan, a copy of which is attached to the Bill of Complaint and marked Exhibit "A" is invalid and unenforceable.

13. No facts are alleged showing wherein the contract between Respondents Sullivan and Respondents Fuller, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable for failure of consideration.

14. No facts are alleged showing wherein the contract between Respondents Sullivan and Respondents Fuller, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable for lack of consideration.

15. No facts are alleged showing wherein the contract between Respondents Sullivan and Respondents Fuller, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable for indefiniteness as to length of time.

16. No facts are alleged showing wherein the contract between Respondents Sullivan and Respondents Fuller, a copy of which is attached to the Bill of Complaint and marked Exhibit "A", is invalid and unenforceable for indefiniteness as to terms.



Solicitor for Respondents, George
E. Fuller and Patrice Fuller.

DEMURRER

S. A. FRIEDMAN and EVELYN FRIED-
MAN,

Complainants,

VS.

GEORGE E. FULLER and PATRICE
FULLER, JOSEPH C. SULLIVAN and
RUTH T. SULLIVAN,

Respondents.

Filed 11-23-49
W. J. Blackburn

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

S. A. FRIEDMAN AND EVELYN
FRIEDMAN,

Complainants,

VS.

GEORGE E. FULLER AND PATRICE
FULLER, JOSEPH C. SULLIVAN AND
RUTH T. SULLIVAN,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 2370.

DECREE

This cause coming on to be heard is submitted for a decree on the demurrer of respondents, George E. Fuller and Patrice Fuller, and on the demurrer of respondents, Joseph C. Sullivan and Ruth T. Sullivan, to complainants' Bill of Complaint, and the same being considered and understood by the Court, and the Court being of the opinion that there is no equity in the bill, the Court is of the opinion that said demurrers are well taken and should be sustained. It is, Therefore

ORDERED, ADJUDGED AND DECREED that the demurrer of the respondents, George E. Fuller and Patrice Fuller, to complainants' Bill of Complaint be, and the same is hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the demurrer of respondents, Joseph C. Sullivan and Ruth T. Sullivan, to complainants' Bill of Complaint be, and the same is hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that complainants be given thirty days in which to amend if they so desire.

Done this 30th day of January, 1950.

Jeffrey A. Mashburn Jr.
Judge

S. A. FRIEDMAN AND EVELYN
FRIEDMAN,

Complainants,

VS.

GEORGE E. FULLER AND PATRICE
FULLER, JOSEPH C. SULLIVAN AND
RUTH T. SULLIVAN,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 2370.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that complainants be given thirty days in which to amend if they so desire.

Done this 30th day of January, 1950.

Julian J. Madlberry, Jr.
Judge

S. A. FRIEDMAN and EVELYN
FRIEDMAN,

VS.

Complainants,

GEORGE E. FULLER, PATRICE FULLER,
JOSEPH C. SULLIVAN and
RUTH T. SULLIVAN,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 2370.

FINAL DECREE

This cause coming on to be heard on this date is submitted on the pleadings filed and the decree heretofore rendered in this cause, from all of which it appears that in and by the decree heretofore rendered in this cause, dated January 30, 1950, the Respondents' Demurrers to the Bill of Complaint filed in this cause were sustained and the Complainants were allowed thirty days in which to amend. It further appears to the Court that no amendment has been filed in this cause to date and that this cause should, therefore, be dismissed, WHEREUPON, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. This cause shall be and it is hereby dismissed with prejudice.

2. The costs of this proceeding are hereby taxed against the Complainants, for which execution may issue.

ORDERED, ADJUDGED AND DECREED on this the 24th day of March, 1950.

Jelmer J. Madlberg, Jr.
Judge.

FINAL DECREE RECORDED

S. A. FRIEDMAN and EVELYN
FRIEDMAN,

Complainants,

VS.

GEORGE E. FULLER, PATRICE FULLER,
JOSEPH C. SULLIVAN and RUTH T.
SULLIVAN,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 2370.

*Filed
3-24-50
Wm. J. Blackburn*

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

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