

EMIL JOHN,  
Complainant,

-vs-

EMILIE JOHN,  
Defendant.

IN THE CIRCUIT COURT-EQUITY SIDE,  
STATE OF ALABAMA,  
BALDWIN COUNTY.

Comes the Defendant in the above styled cause and  
demurs to Complainant's bill of complaint and says:

First: There is no equity in the bill.

*Richard B. Peltz*  
Solicitor for Defendant.

Emil John  
by  
Emilie John

Answer to original  
bill

RECORDED

Filed April 23, 1925 -  
D. W. Reardon  
- Register -

Rickaby Beebe & Hall  
for Defendant

RECORDED  
FILED  
APR 23 1925  
CLERK OF DISTRICT COURT  
DISTRICT OF COLUMBIA

# The State of Alabama } BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,  
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Emilie John

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Emil John,

against said Emilie John

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 6th day of April

1925.



Register.

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

*Original*

Circuit Court of Baldwin County  
In Equity

No. ....

SUMMONS

Emil John

vs.

Emilie John

Stone & Stone

Solicitor for Complainant.

Recorded in Vol. .... Page .....

THE STATE OF ALABAMA  
BALDWIN COUNTY

Received in office this

day of ..... 192

Sheriff.

Executed this *20th day* day of

*May* 192*5*

by leaving a copy of the within summons with

*Emilie John*

Defendant.

*H. R. Stuart*

Sheriff.

By *B. O. Wiggins*

Deputy Sheriff.

RECORDED

----- X  
EMIL JOHN,

Complainant, )

-vs- )

EMILIE JOHN,

Defendant. )  
----- X

IN THE CIRCUIT COURT-EQUITY SIDE,

STATE OF ALABAMA,

BALDWIN COUNTY.

TO THE HONORABLE THE CIRCUIT COURT-EQUITY SIDE-BALDWIN  
COUNTY, ALABAMA AND THE HON. JOHN D. LEIGH, JUDGE THEREOF  
SITTING IN EQUITY.

Comes your Complainant Emil John and exhibits this, his  
Bill of Complaint, against Emilie John and for grounds thereof shows:

1. That both the Complainant and Respondent are over the age  
of twenty-one years and are bona fide residents of Baldwin County,  
Alabama, residing near Elberta.

2. That Complainant is the son of Respondent; that about  
to-wit, during 1910, while Complainant resided with Respondent in  
Pittsburgh, Pa., Respondent desired to move to the South and live  
and desired and requested complainant, who was then engaged in a  
trade of a cabinet maker, to accompany her, Respondent promising and  
agreeing with Complainant that if he would give up his said trade  
and vocation and move to Baldwin County with her that she would pur-  
chase forty acres of farming lands and upon which Complainant and  
Respondent would make a farm and that if Complainant would work,  
improve and fence said lands and build up and operate a farm there-  
on, funds to be furnished by Respondent <sup>and</sup> from the operations of  
said farm, that Respondent in consideration of Complainant giving  
up his vocation, moving to Alabama and rendering such services,  
would convey said property to Complainant; it being also understood  
that Respondent would use in purchasing such lands \$425.00 which  
Complainant turned over to her, he having received said sum of  
money as damages and compensation for a personal injury received  
by him; that at the time said agreement was made Complainant was a  
minor.

3. That in pursuance to said agreement, Complainant did on to-wit, during 1910, give up his vocation and position in Pittsburgh and move to Baldwin County, Alabama with Respondent, said Respondent purchasing in accordance with her agreement with Complainant, forty acres of land in Baldwin County, Alabama, viz:- SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 14, Tp. 7 S. of R. 5 E.; thereupon Complainant devoted his entire time, labors and energy in performing and rendering the services called for on his part under said agreement and did fulfill the same in every respect in that he cleared land, rendered all required services in erecting a dwelling house, barn, cow stables, tool shed, chicken house and other buildings and structures; set and built fences and made other improvements necessary or convenient to said farm. Your Complainant continuously year after year, plowed, planted, worked and farmed said lands, harvesting the crops and attending to and performing other duties incident to a farm, giving at all times and for every year since he moved on said lands, his entire and undivided time, complying fully and in all respects with his agreement as aforesaid.

4. That after the dwelling house, barn, cow stables, tool shed and chicken house had been erected, fences set and built and twenty-six acres of said forty acres put in cultivation, sixteen acres being cleared after Complainant and Respondent moved on same, and after Complainant had operated and farmed the same, the Respondent did make, execute and deliver to Complainant a deed for said property in accordance with the terms of said agreement aforesaid. That the deed so made and delivered was not placed of record nor is it in the possession or under the control of your Complainant but is in the possession of or under the control of Respondent as herein-after shown.

5. That subsequent to the receipt of said deed by the Complainant he continued to devote his entire time and labors to said land, occupying, cultivating, farming, improving and operating the same and is now and has been continuously since 1910 in possession.

6. That about to-wit, 1917, Complainant feeling the need of a help-meet, began to contemplate marriage and upon Respondent learning of this she thereupon requested, urged and insisted that your Complainant make a deed for said property back to her, urging and fraudulently representing to said Complainant that this would be necessary to protect his title to said property should he marry and stating and fraudulently representing that the property would remain Complainants regardless of said deed back to Respondent, so long as he lived on the same and that she, the Respondent, ~~and that~~ ~~she~~ would hold the deed and the title so made for your Complainant; that Respondent made such requests herself and procured others to make them and Complainant was constantly and continually worried and harassed by the same; that the Respondent, the mother of the Complainant, who was in poor health, caused Complainant to fear for her safety on account of the nervous state in which she had worked herself over the matter of the deed; that Complainant was so worried and harassed over the matter that he was prevented from carrying on his work; on account of Complainant having spent his entire time since 18 years of age in farming on said lands and having had no experience with the world and business matters, and being ignorant of such matters, of little education, unversed in law and by reason of Respondent being his mother, relying on her representations, acting under the duress of the circumstances, and being prevailed upon by his mother, the Respondent, and relying upon her representations and promised that such deed was necessary to protect his property and that Respondent would hold the same for him, your Complainant did deliver back to Respondent the deed that he had received from her and which had not been recorded on account of the ignorance of your Complainant on such matters and did also re-convey said land to her; that such first deed was delivered back and such neww deed executed without any consideration of any kind whatsoever but was made by Complainant under duress and under a mistaken belief <sup>as to</sup> ~~in~~ the effect thereof induced by the fraululent

(four)

and false representations by Respondent as aforesaid and upon which he relied.

7. That about the year 1922 your Complainant married; that although he has continued to occupy, possess and farm said lands as his own and has made requests that Respondent re-convey the title back to him on account of the mistake and fraud and lack of consideration as aforesaid, Respondent has refused and failed to do so but on the contrary claims said property as her own and has ~~demanded~~ *demanded* possession of the same.

8. That on account of the matters as aforesaid, Complainant has and does hereby rescind the re-~~conveyance~~ *delivery* of said deed and the execution of said ~~deed~~ *last* deed by him. That said property is in equity and reality the property of your Complainant, he having paid the full consideration for the original deed to him and the delivery by him of the old deed back and the execution of the new deed to Respondent was made under duress, under a mistake and wholly without consideration and ~~in~~ *in* reliance upon the representations and promises of Respondent as aforesaid, ~~such was~~ mistakenly and fraudulently made.

PRAYER FOR PROCESS & RELIEF.

THE PREMISES CONSIDERED, Complainant prays that there issue to Respondent, Emilie John, all necessary subpoenas, summons and notices to make her party Respondent to this cause, requiring her to appear and plead, answer or demurr within the time required by law, under the pains and penalties of this Honorable Court.

That upon a final hearing of this cause, that your Honor will render, adjudge and decree that your Complainant is in reality and in equity the owner of said property; that said last deed made by Complainant to Respondent be cancelled and rescinded and that a resulting trust be declared in Respondent and in favor of Complainant for said lands; that Respondent be ordered to re-convey and re-invest the title to said lands in your Complainant within a reasonable time to be fixed by this court, the Register being



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authorized to make such deed as and for the deed of Respondent upon her failure to make the same within the time required by this Court. And should your Complainant be mistaken in the relief herein prayed for, he prays that your Honor will render, adjudge and decree unto him such different and other or further relief as he is in equity and in good conscience entitled and which to your Honor and to this Court will seem meet and proper. And as in duty bound your Complainant will ever pray, etc. etc.

Howe & Howe  
Solicitors for Complainant

FOOT NOTE:-

The Respondent, Emilie John, is required to answer each and every paragraph of this foregoing Bill of Complaint from "1 to 8" inclusive, but answer under oath is hereby expressly waived.

Howe & Howe  
Solicitors for Complainant.