

LIZZIE MEDOWS,
Complainant,

VS.

WILLARD ELLIOT DEES, ET AL.
Respondents.


IN THE
CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA. IN EQUITY.

NO. 3714

This being a regular day set for the calling of the docket of this Court, and the Plaintiff having filed his formal motion in open Court that the above case be dismissed;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that this cause be, and the same is hereby dismissed.

This 17th day of April, 1956.


Judge, 28th Judicial Circuit
of Alabama.

STATE OF ALABAMA)
BALDWIN COUNTY)

BOOK 020 PAGE 187

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon WILLARD ELLIOT DEES and EFFIE L. DEES to appear within thirty days from the service of this writ in the Circuit Court to be held for said County, Equity Side, at the place of holding same, and then and there plead to, answer or demur to the Bill of Complaint filed against them by LIZZIE MEADOWS.

Witness my hand on this the 7 day of February, 1956.

Alice J. Deeky
Register

LIZZIE MEADOWS, : IN THE CIRCUIT COURT OF
Complainant : BALDWIN COUNTY, ALABAMA
vs. : IN EQUITY
: :
WILLARD ELLIOT DEES :
and EFFIE L. DEES :
Respondents :

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY
SITTING IN EQUITY:

Your Oratrix, LIZZIE MEADOWS, presents this Bill of Complaint against WILLARD ELLIOT DEES and EFFIE L. DEES and respectfully represents and shows unto Your Honor as follows:

1. Your Oratrix is over the age of twenty-one years and is a resident of Baldwin County, Alabama.
2. The Respondents are each over the age of twenty-one years and are residents of Baldwin County, Alabama.
3. On, to-wit, December 19, 1955, the Respondents, by and through their agent, Eva J. Vaughn, represented and offered to purchase certain property owned by Your Oratrix in Baldwin County, Alabama. Your Oratrix agreed to discuss, with certain advisors, the terms of sale offered by the Respondents.
4. Your Oratrix further shows that she and the said Eva J.

Vaughn did discuss certain terms of sale with one such advisor, and on the same day, to-wit, December 19, 1955, preceeded to Robertsdale, Alabama for the purpose of discussing the proposed terms with a second advisor of your Oratrix, and the holder of certain indentures of mortgage on the property owned by your Oratrix, it being then and there well known to the said Eva J. Vaugh, the agent of the Respondents, that your Oratrix had not agreed to the proposed terms of sale. While enroute to Robertsdale, Alabama, your Oratrix was severely injured in an automobile accident and was confined to a hospital until on, to-wit, January 8, 1956.

5. Your Oratrix further shows that on, to-wit, December 30, 1955 an alleged agreement, which agreement purports to bear the signature of your Oratrix, was allegedly entered into by and between your Oratrix and the Respondents, which purports to be a written contract with the Respondents by which your Oratrix agrees to sell and the Respondents agree to buy certain property owned by your Oratrix in Baldwin County, Alabama, a copy of which agreement is attached, marked "exhibit A", and by reference made a part hereof as though fully incorporated herein. Your Oratrix avers that at the time she allegedly entered into the purported contract with the Respondents she was suffering great pain and was under the influence of drugs and was constantly in attendance by her physicians; that her assent was obtained, if in fact she did assent, by misrepresentation, concealment, circumvention or influence of mistake.

6. Your Oratrix further shows that she is a lady of elderly age, a widow, and has no other property of which she can make a home; that the terms of the purported contract would cause undue hardships to your Oratrix and are not, as to her, just and reasonable; that without knowledge to your Oratrix the Respondents entered into possession of her property and deny her possession thereof. And your Oratrix further says that when she learned that the Respondents were in possession of the said land she demanded possession of the said property; that she is now entitled to the possession of said property, as the owner thereof; that the alleged agreement constitutes a cloud on the title of your Oratrix.

7. Your Oratrix offers to do equity and to comply with any

decree of this Court.

PRAYER FOR PROCESS

BOOK 020 PAGE 189

Your Oratrix prays that the Court will take jurisdiction of the cause made by this Bill of Complaint and that due notice thereof be given to the Respondents, Willard Elliot Dees and Effie L. Dees, in the form and manner prescribed by law, requiring them to appear and plead to, answer or demur to the said Bill of Complaint within the time and under the pains and penalties prescribed by law and the rules of this honorable Court.

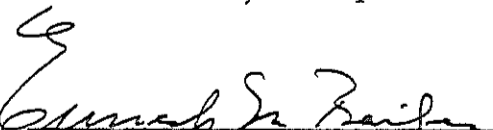
PRAYER FOR RELIEF

THE PREMISES CONSIDERED, your Oratrix prays for the following separate and several relief:

1. That the purported memorandum of agreement between your Oratrix and the Respondents, Willard Elliot Dees and Effie L. Dees, a copy of which contract is hereto attached and marked "exhibit A", be declared null and void.

2. That this Court will determine that your Oratrix is entitled to the property set forth in "exhibit A" and that a proper decree be made and entered against the said Willard Elliot Dees and Effie L. Dees requiring them to deliver possession of said property to your Oratrix; that by a proper proceedings this Court will ascertain and determine such amount as your Oratrix may be entitled to as rental and damages and that a proper decree be made and entered against the said Willard Elliot Dees and Effie L. Dees requiring them to pay to her such amount as the Court may deem proper in the premises.

3. Your Oratrix further prays for such other, further and general relief as she may be equitably entitled to, the premises considered.


Solicitor for Complainant

STATE OF ALABAMA
BALDWIN COUNTY

"EXHIBIT A"

BOOK 020 PAGE 190

THIS MEMORANDUM OF AGREEMENT made and entered into on this the 30th day of December, 1955, by and between Lizzie Meadows, a widow, SELLER, and Willard Elliot Dees and Effie L. Dees, his wife, PURCHASERS, WITNESSETH:

FIRST: The said seller hereby contracts and agrees to sell and the said purchasers to buy, at the price and under the terms and conditions herein set out, the following described real property situated in Baldwin County, Alabama, to-wit:

The West half of the East half of the West half of the Northeast quarter of Section 32, Township 5 South, Range 3 East;

The East half of the East half of the West half of the Northeast quarter of Section 32, Township 5 South, Range 3 East;

The Northeast quarter of the Northeast quarter of Section 32, Township 5 South, Range 3 East.

SECOND: The purchasers will pay to the seller as the purchase price of the aforesaid property the sum of FIFTEEN THOUSAND FIVE HUNDRED (\$15,500.00) DOLLARS, payable \$3,000.00 cash upon delivery of deed and the balance namely: \$12,500.00 to be secured by first mortgage payable as to principal and interest at 6% per annum in monthly installments of \$80.54, and the purchasers may pay additional amounts on the principal on any installment due date, such payments to be made in multiples of \$100.00, the said mortgage shall also provide that the mortgagors shall pay all taxes and assessments commencing with the taxes due October 1, 1956 and shall keep any improvements now or hereafter erected on the said premises insured for the full insurable value, with the premiums paid, and loss, if any, payable to the mortgagee as her interest shall appear, and the said mortgage shall further provide that in the event of default in the payment of taxes or failure to keep the said property insured or upon the purchasers becoming in default in any two monthly installments, then and in either event the entire indebtedness shall become due and payable without notice to them and the said mortgage may be foreclosed.

There is a first mortgage on the above described property to the Central Baldwin Bank in the sum of \$3,500.00. The cash payment made as above provided shall by the seller be applied on the said mortgage and any and all payments hereafter made by the purchasers shall be applied on the said mortgage until the same shall have been paid in full.

THIRD: The seller will within 30 days furnish to the purchasers a merchantable abstract showing a fee simple title, clear of any encumbrances, vested in her, except only current taxes and mortgage as aforesaid to Central Baldwin Bank, and the purchasers hereunder shall have 15 days from the delivery of such abstract to examine the same and if title herein shall be as herein provided the purchasers will purchase the said property as herein provided. The seller will convey the same by full warranty deed as joint tenants with the right of survivorship.

The purchasers have deposited the sum of \$100.00 with Vaughn Real Estate and Insurance, of 759 Holcombe Avenue. If they shall fail to purchase the said property upon tender of deed hereunder, the said \$100.00 shall be paid over to the seller hereunder as liquidated damages. If they shall purchase the said property, then the said \$100.00 shall be applied on the \$3,000.00 cash payment hereinabove provided.

The purchasers hereunder shall have immediate possession of the property, but in the event the sale is not consummated the purchasers will vacate the premises within a reasonable time not to exceed One Year and shall pay rent for such period at the rate of \$80.00 per month, commencing February 1, 1956.

The seller may leave her stock and farm equipment on the premises until such time as she shall dispose of them and the purchasers will feed, water and otherwise care for said stock and protect her equipment. The seller's furniture shall remain in the house until she can remove the same within a reasonable time and the purchasers, until such time as she removes the same, may use such of the same as shall be

convenient with them and will not damage or permit the same to be damaged beyond reasonable wear and tear.

EXECUTED the day above written.

her
/S/ Lizzie (X) Meadows (SEAL)
mark

/S/ Willard Elliot Dees (SEAL)

/S/ Effie L. Dees (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, Madeline S. Bryars, a Notary Public in and for the State of Alabama at Large, hereby certify that Lizzie Meadows, Willard Elliot Dees and Effie L. Dees, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30th day of December, 1955.

/S/Madelein S. Bryars
Notary Public, State of Alabama
at large

10. There are no facts alleging that the assent of the Complainant to enter into the contract with the Respondents was obtained by misrepresentation, concealment, circumvention or influence of mistake by the Respondents, or either of them.

11. There are no facts alleged to show misrepresentation, concealment, circumvention or influence of mistake on the part of the Respondents, or either of them.

12. There are no facts alleged to show misrepresentation on the part of the Respondents, or either of them.

13. There are no facts alleged to show concealment on the part of the Respondents, or either of them.

14. There are no facts to show circumvention on the part of the Respondents, or either of them.

15. There are no facts alleged to show influence of mistake on the part of the Respondents, or either of them.

16. No facts are alleged to show that the Complainant was induced to enter into the said contract with the Respondents by the misrepresentation of the Respondents, or either of them.

17. No facts are alleged to show that the Complainant was induced to enter into the said contract with the Respondents by the concealment of the Respondents, or either of them.

18. No facts are alleged to show that the Complainant was induced to enter into the said contract with the Respondents by the circumvention of the Respondents, or either of them.

19. No facts are alleged to show that the Complainant was induced to enter into the said contract with the Respondents by the influence of mistake by the Respondents, or either of them.

20. The facts alleging the misrepresentation are not specifically alleged.

21. The facts alleging the concealment are not specifically alleged.

22. The facts alleging the circumvention are not specifically alleged.

23. The facts alleging the influence of mistake are not specifically alleged.

24. The facts alleging the misrepresentation, concealment, circumvention or influence of mistake are not specifically alleged.

25. The allegation that the assent of the Complainant to enter into the contract with the Respondents was obtained by misrepresentation is a mere conclusion.

26. The allegation that the assent of the Complainant to enter into the contract with the Respondents was obtained by concealment is a mere conclusion.

27. The allegation that the assent of the Complainant to enter into the contract with the Respondent was obtained by circumvention is a mere conclusion.

28. The allegation that the assent of the Complainant to enter into the contract with the Respondents was obtained by influence of mistake is a mere conclusion.

29. The allegation that the assent of the Complainant to enter into the contract with the Respondents was obtained by misrepresentation, concealment, circumvention or influence of mistake is a mere conclusion.

30. It is not alleged that the misrepresentations made were material, and that the Complainant believed that the misrepresentation was true and that she acted in reliance thereon.

31. It is not alleged that the Complainant believed that the misrepresentation made was true.

32. It is not alleged that the Complainant acted in reliance on the misrepresentation.

33. It is not alleged that the Complainant was under the influence of drugs to such an extent that she was incapable of transacting business and entering into the said contract.

34. It is not alleged that the Complainant was under the influence of drugs to such an extent that she was incapable of entering into the said contract with the Respondents.

35. It is not alleged that the Complainant was suffering such great pain and was under the influence of drugs to such an extent that she was incapable of entering into the said contract with the Respondents.

36. It is not alleged that the Complainant was suffering such great pain that she was incapable of entering into the said contract with the Respondents.

37. The allegation that the said contract between the Complainant and the Respondents is not just and reasonable to the Complainant is a mere conclusion.

38. The allegation that the terms of the said contract entered into between the Complainant and the Respondents would cause undue hardships to the Complainant is a mere conclusion.

II.

Now come the Respondents and demur to that aspect of the Bill of Complaint which seeks to have the said contract heretofore entered into between the Complainant and the Respondents declared null and void and assign as separate and several grounds therefor each of the grounds of demurrer from 1 to 38 inclusive hereinabove separately and severally assigned to the Bill of Complaint as a whole, just as if each of said grounds of demurrer were specifically re-written here.

III.

Now come the Respondents, and without waiving the grounds of demurrer heretofore assigned above, and for answer to the Bill of Complaint heretofore filed in said cause say:

1. They admit the allegations of Paragraph One and Two of the said Bill of Complaint.
2. They deny the allegations of Paragraphs Three and Four of the said Bill of Complaint and demand strict proof thereof.
3. They admit that the Complainant entered into a contract with the Respondents on to-wit, December 30, 1955, as alleged in Paragraph Five of the said Bill of Complaint, but they

deny each and every other allegation of the said Paragraph Five of the Bill of Complaint and demand strict proof thereof.

4. They deny the allegations of Paragraph Six of the Bill of Complaint and demand strict proof thereof.

5. The Respondents deny each and every other allegation of the said Bill of Complaint, which are not specifically answered herein, and demand strict proof thereof.

6. For further answer to the said Bill of Complaint, the Respondents allege that on, to-wit, December 30, 1955, the Respondents and the Complainant entered into a written agreement whereby the Complainant agreed to sell and the Respondents agreed to buy the following described property situated in Baldwin County, Alabama, to-wit:

The West Half of the East Half of the West Half of Northeast Quarter of Section 32, Township 5 South, Range 3 East; the East Half of the East Half of the West Half of the Northeast Quarter of Section 32, Township 5 South, Range 3 East; the Northeast Quarter of the Northeast Quarter of Section 32, Township 5 South, Range 3 East.

A copy of the said written agreement is hereto attached, marked "Exhibit A" and by reference made a part hereof as though fully incorporated herein. The Respondents have complied in all respects with the said written agreement and on, to-wit, February 1, 1956, called upon the Complainant to perform under the said contract. The Respondents further allege that they are ready, willing and able to comply with the contract in all of its provisions although the Complainant has refused and still refuses to perform her part of the said contract.

The Complainant, Lizzie Meadows, has, by the Bill of Complaint heretofore filed by her in this cause, alleged that the said contract was not just and reasonable to her and further alleges that she has demanded possession of the said property from the Respondents.

Respondents further allege that they are in possession of all of the above described property and have paid to Eva J. Vaughn, the agent, servant or employee, of the Complainant, the sum of One Hundred Dollars (\$100) to apply on the purchase price

of the said property. Respondents allege that the said One Hundred Dollars (\$100) paid to Eva J. Vaughn, as agent, servant or employee of the Complainant, was paid on to-wit, December 17, 1955, with the full knowledge and concurrence on the part of the Complainant, and that the said Respondents were put in possession of all of the above described property by the Complainant after the said sum of One Hundred Dollars (\$100) was paid.

The Respondents further allege that under the terms of the said written contract heretofore entered into between the Complainant and the Respondents, that the Complainant was authorized to leave her stock and farm equipment on the said property described in the said contract until such time as she should dispose of them and the Respondents were to feed, water and otherwise care for said stock and protect her equipment. Under the terms of the said contract the Complainant was allowed to leave her furniture in the house situated on the property described in the said contract until she could remove the same within a reasonable time. Respondents aver that they have requested the Complainant to remove her stock, farm equipment and furniture from the premises, but the said Complainant has failed and refused to do so all to the great trouble and damage to the Respondents.

As the proximate consequence of the action of the Complainant the Respondents have been greatly damaged in that they have been required to employ an attorney to represent them in this proceeding.

The Respondents offer to do equity.

PRAYER FOR PROCESS

The Respondents pray that the Court will take jurisdiction of this cause and take this answer of the Respondents as their cross bill to the original Bill of Complaint; that due notice thereof be given to the Complainant, Lizzie Meadows, in the form and manner prescribed by law, requiring her to appear and plead, answer or demur to this said cross bill within the time and under the pains and penalties prescribed by law and the rules of this honorable court.

PRAYER FOR RELIEF

The premises considered, the Respondents and Cross Complainants pray for the following separate and several relief:

1. That the Complainant and Cross Respondent, Lizzie Meadows, be made to specifically perform the said contract with the Respondents and convey the above described property to the Respondents free of and from all liens and encumbrances upon the Respondents complying with all of the terms of the said contract.
2. That a decree be rendered in favor of the Respondents and Cross Complainants and against the Complainant and Cross Respondent for the said alleged damages of the Respondents and Cross Complainants.
3. The Respondents and Cross Complainants further pray for such other, further and general relief as they may be equitably entitled to, the premises considered.

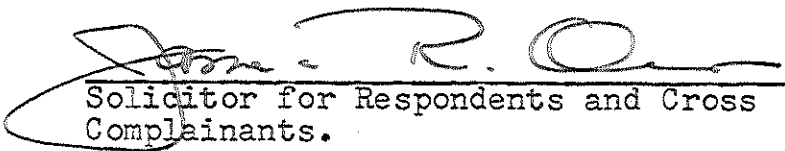

Solicitor for Respondents and Cross
Complainants.

EXHIBIT "A"

STATE OF ALABAMA

BALDWIN COUNTY

BOOK 020 PAGE 199

THIS MEMORANDUM OF AGREEMENT made and entered into on this the 30 day of December, 1955, by and between Lizzie Meadows, a widow, SELLER, and Willard Elliot Dees and Effie L. Dees, his wife, PURCHASERS, WITNESSETH:

FIRST: The said seller hereby contracts and agrees to sell and the said purchasers to buy, at the price and under the terms and conditions herein set out, the following described real property situated in Baldwin County, Alabama, to-wit:

The West Half of the East half of the West half of the Northeast quarter of Section 32, Township 5 South, Range 3 East;

The East half of the East half of the West half of the Northeast quarter of Section 32, Township 5 South, Range 3 East;

The Northeast Quarter of the Northeast quarter of Section 32, Township 5 South, Range 3 East;

SECOND: The purchasers will pay to the seller as the purchase price of the aforesaid property the sum of FIFTEEN THOUSAND FIVE HUNDRED (\$15,500.00) DOLLARS, payable \$3,000.00 cash upon delivery of deed and the balance namely, \$12,500.00 to be secured by first mortgage payable as to principal and interest at 6% per annum in monthly installments of \$80.54, and the purchasers may pay additional amounts on the principal on any installment due date, such payments to be made in multiples of \$100.00, the said mortgage shall also provide that the mortgagors shall pay all taxes and assessments commencing with the taxes due October 1, 1956 and shall keep any improvements now or hereafter erected on the said premises insured for the full insurable value, with the premiums paid, and loss, if any, payable to the mortgagee as her interest shall appear, and the said mortgage shall further provide that in the event of default in the payment of taxes or failure to keep the said property insured or upon the purchasers becoming in default in any two monthly installments, then and in either event the entire indebtedness shall become due and payable without notice to them and the said mortgage may be foreclosed.

There is a first mortgage on the above described property to the Central Baldwin Bank in the sum of \$3,500.00. The cash payment made as above provided shall by the seller be applied on the said mortgage and any and all payments hereafter made by the purchasers shall be applied on the said mortgage until the same shall have been paid in full.

THIRD: The seller will within 30 days furnish to the purchasers a merchantable abstract showing a fee simple title, clear of encumbrances, vested in her, except only current taxes and mortgage as aforesaid to Central Baldwin Bank, and the purchasers hereunder shall have 15 days from the delivery of such abstract to examine the same and if title shall be as herein provided the purchasers will purchase the said property as herein provided. The seller will convey the same by full warranty deed as joint tenants with the right of survivorship.

The purchasers have deposited the sum of \$100.00 with Vaughn Real Estate and Insurance, of 759 Holcombe Avenue. If they shall fail to purchase the said property upon tender of deed here-

BOOK 020 PAGE 200

under, the said \$100.00 shall be paid over to the seller hereunder as liquidated damages. If they shall purchase the said property, then the said \$100.00 shall be applied on the \$3,000.00 cash payment hereinabove provided.

The purchasers hereunder shall have immediate possession of the property, but in the event the sale is not consummated the purchasers will vacate the premises within a reasonable time not to exceed One year and shall pay rent for such period at the rate of \$80.00 per month, commencing Feb. 1, 1956.

The seller may leave her stock and farm equipment on the premises until such time as she shall dispose of them and the purchasers will feed, water and otherwise care for said stock and protect her equipment. The seller's furniture shall remain in the house until she can remove the same within a reasonable time and the purchasers, until such time as she removes the same, may use such of the same as shall be convenient with them and will not damage or permit the same to be damaged beyond reasonable wear and tear.

EXECUTED the day above written.

HER
(S) LIZZIE (X) MEADOWS (SEAL)
MARK
(S) WILLARD ELLIOT DEES (SEAL)
(S) EFFIE L. DEES (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, Madeline S. Bryars, a Notary Public in and for the State of Alabama at large, hereby certify that Lizzie Meadows, Willard Elliot Dees and Effie L. Dees, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30 day of December, 1955.

(S) MADELINE S. BRYARS
Notary Public, State of Ala. at large.