

4368

CHESTER F. HAWKINS,  
Complainant,  
VS.  
WILLIAM H. EVANS,  
Respondent.

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

STIPULATION:

It is STIPULATED AND AGREED between the parties to this cause as follows:

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

2. That on January 23, 1954, the Complainant and the Respondent and the wife of the Respondent entered into a written contract for the sale by the Respondent and his wife to the Complainant all of the buildings and improvements located upon and the lease hold interest in and to that certain property located in Baldwin County, Alabama and described as the

Northwest Quarter of Northwest Quarter, Section 27, Township 6 South, Range 2 East, being the land of the Fairhope Single Tax Corporation.

That the exhibit attached to the Complaint in this cause is a true and correct copy of the contract of sale.

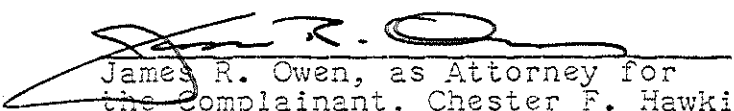
3. That after the execution of said contract the Complainant went into the actual possession of said property and he has remained therein until the date hereof.

4. That the Complainant is now in default under said contract and the present amount due under said contract is SEVEN THOUSAND EIGHT HUNDRED FIVE AND 93/100 (\$7,805.93, said amount including interest on the principal balance due as of November 23, 1957, plus taxes and insurance which have been paid by the Respondent.

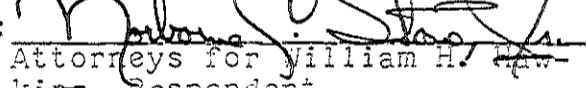
5. That a decree be entered in this cause fixing the amount due under said contract and requiring the Complainant to pay said amount to the Respondent within 30 days and upon his failure to do so that the Complainant be required to surrender possession of said property and of the improvements located thereon to the Respondent and to forfeit all of his rights, title, interest, or equity in said property for and on account of such failure if it occurs.

6. That the Complainant pay the cost of this proceeding in the Equity Court and the Respondent pay the cost incurred on the law side of this Court.

Stipulated and agreed to in open Court this the 16th day of March, 1959.

  
James R. Owen, as Attorney for  
the Complainant, Chester F. Hawkins

CHASON & STONE

BY:   
Attorneys for William H. Evans,  
Respondent.



FINAL DECREE  
 CHESTER F. HAWKINS,  
 Complainant,  
 vs.  
 WILLIAM H. EVANS,  
 Respondent.  
 IN THE CIRCUIT COURT OF  
 BALDWIN COUNTY, ALABAMA  
 IN EQUITY

This cause coming on to be heard was submitted upon the

original Bill of Complaint heretofore filed by the Complainant and the Answer and Cross-bill of the Respondent and the Stipulation of Parties entered into in open court on March 16, 1959 by and between the Complainant and Respondent acting by and through their respective Solicitors of Record; and the Court having considered the same is of the opinion that the Complainant should pay to the Respondent the sum of Seven Thousand Eight Hundred and Five and 93/100 Dollars (\$7,805.93), the amount agreed upon as the entire balance due as of March 19, 1959 or forfeit his right to the possession of said property and any right, title, interest, claim, demand or equity which he might have in the property described in the Bill of Complaint; it is, therefore

ORDERED, ADJUDGED and DECREED by the Circuit Court of Baldwin

win County, Alabama, in Equity, as follows:

1. That the total amount due from the Complainant to the Respondent under and by virtue of the terms of the Contract of Sale which is attached to the Bill of Complaint and marked "Exhibit A" is Seven Thousand Eight Hundred and Five and 93/100 Dollars (\$7,805.93) as of March 19, 1959.

2. That the contract and agreement which is attached to the Bill of Complaint and marked "Exhibit A" should be specifically enforced and the Complainant Chester F. Hawkins should pay to the Respondent William H. Evans the said sum of Seven Thousand Eight Hundred and Five and 93/100 Dollars (\$7,805.93) as the balance due thereunder and upon the payment of said amount that the said William H. Evans and his wife, Launa Evans, should execute a good and sufficient

conveyance to the Complainant in accordance with the terms of said

contract.

3. Should the Complainant fail to pay said sum to the Re-

spondent within thirty (30) days from the rendition of this decree,  
then, in that event, the Complainant shall forthwith forfeit any

right, title, interest, claim, demand or equity which he might have  
in said property or the improvements situated thereon and shall im-  
mediately vacate said property and surrender the possession thereof  
to the Respondent William H. Evans.

4. That the costs of this proceeding be apportioned between

the parties hereto by the Complainant paying all court costs incurred  
in the equity side of the Court and the Respondent pay all the court  
costs incurred on the law side of this Court.

5. That this Court does hereby retain jurisdiction of this

cause for the rendition of such other, further and additional orders  
and decrees as will be necessary and proper to effect and enforce

the terms of this decree.

Done this 16th day of March, 1959.

*Robert M. Jones*  
Circuit Judge

CHESTER F. HAWKINS,	¶	
		IN THE CIRCUIT COURT OF
Complainant,	¶	BALDWIN COUNTY, ALABAMA
vs.	¶	
WILLIAM H. EVANS,	¶	IN EQUITY.
Respondent.	¶	

COMPLAINT:

Now comes the Complainant, Chester F. Hawkins, and respectfully shows unto the Court and your Honor as follows:

1. Your complainant is over the age of twenty-one years and a resident of Baldwin County, Alabama. The respondent, William H. Evans, is over the age of twenty-one years and a resident of Baldwin County, Alabama.

2. Heretofore, on, to-wit, January 23, 1954, the complainant, Chester F. Hawkins, and the respondent, William H. Evans, and his wife, Launa Evans, entered into a written contract for the sale by the respondent and his wife, to the complainant, of the property described in the original complaint in this cause. A copy of the said contract is attached hereto, marked Exhibit "A" and made a part hereof as though fully incorporated herein.

3. Immediately after the said contract was made and entered into by the parties thereto the complainant went into the actual possession of the said property and has remained therein until the date hereof. The complainant alleges that he has made the payments due under the said contract but alleges that he is now in default under the said contract due to the fact that the respondent has refused to accept any further payments under the said contract, although your complainant has been ready, willing and able to make said payments and has offered the payments to the said respondent.

4. Complainant avers that the total amount due from complainant to respondent under the said contract is the sum of SEVEN THOUSAND SIX HUNDRED EIGHTY FOUR AND 39/100 DOLLARS (\$7,684.39), which amount complainant is ready, willing and able to pay to the respondent under the terms of the said agreement.

5. Complainant offers to do equity.

WHEREFORE, complainant makes the said William H. Evans party respondent to this Bill of Complaint and prays that the court will cause the issuance of its writ of subpoena to be served upon the said respondent, requiring him to plead, answer or demur to this bill of complaint within the time allowed by law and the rules of this Honorable Court, and upon a final hearing hereof, your complainant prays:

1. That the court will fix and declare the sum of the indebtedness due from the complainant to the respondent under the terms of the agreement set out as Exhibit "A".

2. That the agreement attached hereto marked Exhibit "A" between the complainant and the respondent be specifically enforced and that upon compliance with the terms thereof by the complainant that the respondent, William H. Evans, be directed and required to execute and deliver to complainant a good and sufficient conveyance conveying to the complainant all of the right, title and interest of the respondent, William H. Evans, in and to the property described in Exhibit "A" attached hereto.

3. That the complainant be awarded such other, further and additional relief as in equity he may be justly entitled.

*Filed Jan. 28, 1959*  
*Alice J. Husk, Reg.*

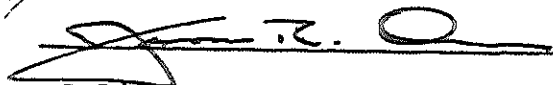
  
Solicitor for Complainant.

EXHIBIT "A"

Agreement made this 23rd day of January, 1954, by and between William H. Evans and Launa Evans, husband and wife, hereinafter called Vendors, and Chester F. Hawkins, hereinafter called Vendee,

W I T N E S S E T H:

The Vendors hereby agree to sell and convey and the Vendee to purchase all of the buildings and improvements located upon and the leasehold interest in and to that certain property located in Baldwin County, Alabama, described as follows, to-wit:

The Northwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Six (6) South, Range Two (2) East, being land of the Fairhope Single Tax Corporation:

The purchase price is Eight Thousand Five Hundred (8500) Dollars payable as follows: Five Hundred (500) Dollars upon the signing of this agreement, receipt thereof being hereby acknowledged by Vendors, and the balance in monthly instalments of not less than Sixty (60) Dollars, each, including interest at six percent per annum (6%) on the unpaid balance, commencing February 23rd 1954; it being also agreed that Vendee shall pay toward said unpaid balance the amount of net profit realized by him out of the sale of pecans each year from said above described property.

Vendee assumes and agrees to pay all ground rent, taxes, assessments and insurance premiums affecting said property from date hereof.

Vendors agree to place Vendee in possession of said premises within sixty (60) days from date hereof.

Vendee agrees to keep the buildings insured against loss by fire or other cause in an amount of Six Thousand (6000) Dollars and has the right to reduce said insurance as and when the unpaid balance hereunder shall have been reduced below \$6000.00 and that the policies shall be payable to Vendors as their interest may appear.

When Vendee shall have completed, satisfactorily, his undertaking hereunder, Vendors will deliver to him a proper bill of sale of said buildings and improvements and an assignment of the leasehold interest (wherein said The Fairhope Single Tax Corporation is Lessor) all free of encumbrance attributable to Vendors of their predecessor in title.

Vendee will keep said buildings and improvements in a state of good repair.

It is understood and agreed that time is of the essence hereof and should Vendee default for a period exceeding thirty (30) days in any undertaking agreed to by him herein, Vendors shall have the right to declare this agreement as null, void and at an end and, in such event, Vendee agrees to place Vendors in possession as of their former estate of the within described premises upon demand made by Vendors and, in such event, all amounts paid theretofore under this agreement shall be treated as rent for the use of the above described premises and, as such, shall be retained by Vendors.

The within agreement shall apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

Witness our hands and seals and to a duplicate of like tenor and date.

/s/ William H. Evans (Seal)

/s/ Launa Evans (Seal)

/s/ Chester F. Hawkins (Seal)



CHESTER F. HAWKINS,

Complainant,

vs.

WILLIAM H. EVANS,

Respondent.

X  
X  
X  
X  
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X  
X  
X  
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

Comes now the Respondent in the above styled cause, by his attorneys, and for answer to the Bill of Complaint heretofore filed against him, says as follows:

1. The Respondent admits the allegations of paragraph "1" of the Bill of Complaint.
2. The Respondent admits the allegations of paragraph "2" of the Bill of Complaint.
3. The Respondent admits that after the said contract was made and entered into between the Complainant and the Respondent that the Complainant went into the actual possession of the property therein described and that he has remained in such possession until the date hereof. The Respondent denies each of the other allegations of paragraph "3" of the Bill of Complaint and for further answer thereto says that on January 10, 1958, the Complainant was in default under said contract and the same was cancelled for and on account of the failure of the said Complainant to make the monthly payment due on December 23, 1957, his failure to pay taxes on the improvements located on said property for the tax year 1955 and 1956, and for his failure to pay insurance premiums in the amount of \$96.08 according to the terms of said contract. The Complainant has been delinquent on at least two occasions prior to January 10, 1958, and he is now in default under said contract and he has not made any offer since November 23, 1957, to pay the amount due under said contract or to reimburse the Respondent for the payments that it was necessary that he make in order to protect and preserve the property and the Respondent has not refused to accept any payments prior to the cancellation of said contract.
4. The Respondent denies the allegations of paragraph "4" of the Bill of Complaint and for further answer thereto alleges that the total amount now due under said contract is Seven Thousand Seven

Hundred Fifty-nine Dollars and Eighty-four Cents (\$7,759.84), plus the amounts which the Respondent has been required to pay for taxes and insurance since September 19, 1958.

5. The Respondent neither admits nor denies the allegations of paragraph "5" of the Bill of Complaint.

For further answer to the Bill of Complaint and as a cross-bill the Respondent alleges that he is ready, willing and able to comply with all of the terms of said contract upon the payment to him of all amounts due thereunder, plus interest at the rate of six percent (6%) per annum.

WHEREFORE, the premises considered, the Respondent respectfully prays that this Honorable Court will cause this matter to be set down for hearing and then and there determine the amount due from the Complainant to the Respondent and will enter an order or decree requiring said Complainant to pay said amount to the Respondent within a time to be therein specified and that upon his failure to do so that the Complainant be required to surrender the possession of said property to the Respondent and forfeit any and all amounts which he has heretofore paid to the Respondent under and by virtue of the terms of said contract as therein set forth. And the Respondent prays for such other, further and different relief as in the premises will be meet and proper.

PILLANS, REAMS, TAPPAN, WOOD  
AND ROBERTS

AND

CHASON & STONE

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By:

  
Attorneys for Respondent