BARBARA B. ROBERTSON,	)	IN THE CIRCUIT COURT OF
Complainant,	)	BALDWIN COUNTY, ALABAMA,
vs.	)	IN EQUITY
SETTIE WEIL,	)	
Respondent.	)	NO. 4731.

BILL OF COMPLAINT

Comes now the Complainant in the above entitled cause and represents unto the Court as follows:

1. Complainant is over the age of twenty-one (21) years and is a resident of Mobile County, Alabama; Respondent is over the age of twenty-one (21) years and is a resident of Baldwin County, Alabama.

2. Under date of, to-wit, July 31st, 1959, the Respondent agreed in writing to sell to the Complainant, and the Complainant agreed in said writing to purchase, the Weil home at Battles Wharf, Alabama (running from Mobile Bay to the Highway in the rear) at the price of Twenty-one Thousand Two Hundred Fifty and 00/100 ($21,250.00) Dollars, of which the sum of Five Hundred and 00/100 ($500.00) Dollars was paid to the Respondent's real estate broker, Hazel Council, on or before the execution of said contract, and the balance of which purchase price was to be paid on closing of said transaction, said agreement being attached to this Bill of Complaint designated "Complainant's Exhibit A" and made a part hereof as fully and completely as if set out herein in full.

3. Complainant further avers that under and by virtue of the provisions of said contract, the Respondent agreed to furnish to the Complainant an abstract of title covering said property, and the Respondent not having a complete abstract of title, the Complainant engaged the services of Title Insurance Company of Mobile, Alabama to examine the title to said property and to report thereon, and that under date of, to-wit, August 19th, 1959, the said Title Insurance Company issued its written commitment addressed to the said Hazel Council as agent of the Respondent, to guarantee the said title to said

property, a true copy of said written commitment being hereto attached and marked "Complainant's Exhibit B" and made a part hereof as fully and completely as if set out herein in full.

4. Complainant further avers that immediately after the receipt of said commitment of Title Insurance Company, the said Hazel Council, as agent of the Respondent, caused a deed of said property to be prepared for execution by the Respondent and notified both the Complainant and the Respondent to meet at the office of Title Insurance Company in Mobile, Alabama on, to-wit, the 20th day of August, 1959 at 11:00 a.m. for the purpose of having the Respondent execute and deliver the said deed to said property to the Complainant in exchange for the full payment of the balance of said purchase price in cash. Complainant further avers that, although the Complainant and her attorney and the said Hazel Council met in the office of said Title Insurance Company in Mobile, Alabama for the purpose of closing said transaction pursuant to said previous arrangement, the Respondent wholly failed to appear for said purpose, and at that conference the Complainant and her attorney announced to those present, including Hazel Council, the agent of the Respondent, that the Complainant was then and there ready, able and willing to conclude said purchase of said property, and further that if the Respondent did not promptly perform said agreement, the Complainant would invoke the jurisdiction of a Court of Equity to compel the Respondent to perform said contract specifically, and would in said proceeding seek all recoverable damages for breach of said contract by the Respondent.

5. Complainant further avers that under date of, to-wit, September 9th, 1959, the Respondent having still wholly failed to perform said agreement, your Complainant's attorneys sent to the Respondent by First Class, Registered, United States Mail, Postage Prepaid, Return Receipt Requested, a letter, a true copy of which is attached hereto designated "Complainant's Exhibit C", which is made a part hereof as fully and completely as if set out herein in full.

6. Complainant further avers that, notwithstanding the matters hereinabove set out, the Respondent has wholly failed to perform said

agreement, and the Complainant has been compelled to employ an attorney in the premises and has incurred and will incur expenses of a reasonable attorney's fee to enforce the Complainant's rights in the premises, and has incurred and will incur other necessary and proper expenses, all as a direct result of the failure of the Respondent to perform said agreement.

7. Complainant offers to do equity in the premises.

PRAYER FOR PROCESS

The premises considered, Complainant prays that due process of subpoena be issued by this Honorable Court directed to the said Respondent, Settie Weil, commanding her to plead, answer or demur to this Bill of Complaint within the time and in the manner required by law.

PRAYER FOR RELIEF

Complainant prays that this Honorable Court will take jurisdiction of this proceeding and set this matter down for hearing and that on such hearing thereof, Your Honor will be pleased to enter a decree commanding and directing the said Respondent to execute and deliver a warranty deed to said property in favor of the Complainant in the form set out in this Bill of Complaint, or substantially in such form, said deed to be delivered to the Complainant upon the Complainant's paying the balance of the purchase price of said property required by said contract, such payment to be made into the Registry of this Court, and that out of the proceeds of the sale of said property that there first be deducted the expense of preparing said deed, and secondly, the expense of affixing the required number of Federal documentary stamps thereto, and thirdly, the real estate commission of five (5%) percent of the purchase price of said property to which the said Hazel Council, as real estate agent of the Respondent, will be entitled upon closing of said transaction, and that said payment of said commission be made by the Registrar of this Court, and fourthly, that Your Honor will fix and determine the amount of damages and expenses which your Complainant shall have incurred and suffered by reason of the Respondent's failure

to perform said contract, and that out of the said proceeds of the sale thereof, the Complainant be paid said sum so fixed, such payment to be made by the Register of this Court, and that the balance of such proceeds, after making the foregoing payments, be paid by the Register of this Court to the Respondent, upon the Respondent's having first surrendered possession of said property to the Complainant, and that Your Honor will order and direct the Respondent to deliver and surrender such possession simultaneously with the payment of said balance of said purchase price by the Complainant into this Court; Complainant prays for such other and further relief as she may be entitled to receive in the premises.

Solicitors for Complainant

Note to the Sheriff:
Respondent may be served at Battles Wharf, (Baldwin County) Alabama.

4

COPY

TITLE INSURANCE COMPANY

The Guaranty of Title is the Best Protection

TITLE INSURANCE BUILDING
164 ST. FRANCIS STREET
P. O. BOX 198
MOBILE, ALABAMA

J. W. GOODLOE, PRESIDENT
G. T. McCORVEY, VICE-PRESIDENT
CHAS. A. CUNNINGHAM, SECRETARY
H. G. GOUBIL, TRUST OFFICER
H. BAUMER, ASSISTANT SECRETARY
VELMA SEWARD McCORVEY, ASS'T-SECRETARY
PAUL O. BURCH, ASS'T-SECRETARY
GEORGE J. HARDY, ASS'T-SECRETARY

OWNERSHIP POLICIES
MORTGAGEE POLICIES
ABSTRACTS OF TITLE
BONDS VALIDATED
ESCROW DEPARTMENT
A GENERAL TITLE BUSINESS

August 19, 1959

T-124-183-B

Miss Hazel Council
Daphne, Alabama

Dear Miss Council:

Subject to change in title we will issue our Owner's Guaranty of Title in the amount of $20,000.00 to Barbara B. Robertson on the title to the following described property located in the County of Baldwin, State of Alabama, to-wit:

> From the Northeast corner of Section 25, Township 6 South, Range 1 East, run West 784.65 feet to a point on the Center/Line of U. S. Highway No. 98; thence run South 12 degrees 00 minutes 38 seconds West, 1382.8 feet; thence run South 21 degrees 15 minutes West, 1951.4 feet; thence run North 54 degrees 54 minutes West, 36.5 feet to a point on the western margin of said U. S. Highway No. 98, at the Southeast corner of the fence about the Settle Weil Property, for a point of beginning: Thence run North 54 degrees 54 minutes West, 921.7 feet, more or less, to a point on the Eastern margin of Mobile Bay; thence run northwardly along the Bay shore and following the meanderings thereof to a point situated North 32 degrees 34 minutes East, 104.7 feet from the last specified point; thence run South 57 degrees 12 minutes East, 107 feet to a point at the Northwest corner of the Weil fence; thence run South 56 degrees 38 minutes East, 788.3 feet to a point on the western margin of said U. S. Highway No. 98, at the northeast corner of said Weil fence; thence run South 21 degrees 10 minutes West, along said margin of said highway, and along said Weil fence, 136.2 feet, to the point of beginning. Lot contains 2.495 acres, more or less, and lies in Lot or Government Subdivision 4, and partly in Lot or Government Subdivision 2, Section 25, Township 6 South, Range 1 East, Baldwin County, Alabama.

Complainant's Exhibit B

T-124-183-B

AFTER REQUIRING:

1. Warranty deed properly executed by Settie Weil, an unmarried person, conveying the above described property to Barbara B. Robertson, said deed to be recorded in the office of the Judge of the Probate Court of Baldwin County, Alabama, after having been approved by us.

2. The peaceful adverse possession of this property by Settie Weil and her predecessors in title, extending back for more than the past twenty years, should be established by the filing for record of at least two adverse possession affidavits in the Probate Court of Baldwin County, Alabama.

EXCEPTIONS:

1. Our policy will be issued subject to the restrictive covenant to the effect that no liquor in quantities of less than one quart shall ever be sold on the premises. This covenant appears in the deed from Henry C. Baldwin and wife, Annie Baldwin, to I.I. Thomas dated May 25, 1878 and recorded in Deed Book L page 132. We call your attention to the fact that the said covenant further provides that in the event of its breach, title to the property shall revert to the said Henry C. Baldwin, his heirs or assigns.

2. Any rights of other parties in the shore or littoral or riparian rights of the United States of America, or State of Alabama, our Guaranty will cover only such riparian rights as legally accrue to said owner by reason of owner's fee simple title to the land adjacent to Mobile Bay.

Very truly yours,

TITLE INSURANCE COMPANY

Chas. A. Cunningham,
Secretary

CAC/hhm

cc: Mr. Tom Twitty, Sr.
Attorney at Law
The Merchants National Bank Building
Mobile, Alabama

INGE & TWITTY
LAWYERS
MERCHANTS NATIONAL BANK BUILDING
MOBILE, ALABAMA

THOS. E. TWITTY
FRANCIS H. INGE
RICHARD H. INGE
THOS. E. TWITTY, JR.
JAMES J. DUFFY, JR.

MAILING ADDRESS:
P. O. BOX 1109
MOBILE, ALA.

CABLE ADDRESS:
TWINING
TELEPHONE:
HEMLOCK 3-5441

September 9, 1959

Miss Settie Well
Battles Wharf (Baldwin County),
Alabama

Dear Miss Well:

On behalf of my client, Mrs. Barbara B. Robertson, demand is hereby made that you immediately and specifically perform the written contract which was executed by Mrs. Robertson and by you under date of July 31st, 1959, by the terms of which you agreed to sell to her your homestead property located at Battles Wharf and situated on the lot running from the Bay to the Highway. You will recall that Title Insurance Company issued its written committment to guarantee the title to this property, and after receipt of that committment, Mrs. Robertson and I and your real estate agent, Miss Hazel Council, met in the office of Title Insurance Company in Mobile according to a prearrangement for the purpose of concluding the purchase of this property, and although we waited at that place more than two hours for you, you did not appear. At that time, Mrs. Robertson was ready, able and willing to conclude this purchase and to pay the balance of the purchase price in exchange for a warranty deed which had been prepared for your signature, and Mrs. Robertson will remain ready, able and willing to carry out the agreement and expects you to do so.

Please be advised that unless you perform this contract and execute and deliver the necessary deed in exchange for the balance of the purchase price, without further delay, Mrs. Robertson will file the necessary legal proceedings to compel you specifically to perform the agreement, and will also hold you responsible for all damages which she has incurred and will incur, including reasonable attorney's fee, on account of your failure to live up to your agreement and carry out your bargain.

Complainant's Exhibit C

Please let me hear from you immediately as to what you expect to do in the premises, so that I may know what steps are necessary to be taken in behalf of my client to enforce her rights as stated above.

Awaiting your advices, I am with kindest regards,

Cordially,

T. E. Porter

TET/ng
cc: Mrs. Barbara B. Robertson
Miss Hazel Council

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. 4737 1

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon SETTIE WEIL

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

SETTIE WEIL, Defendant

by BARBARA B. ROBERTSON

_____, Plaintiff

Witness my hand this 14 day of October 1959

Alice J. Hucks, Clerk

No. 4731 Page

The State of Alabama
Baldwin County

CIRCUIT COURT

BARBARA B. ROBERTSON
Plaintiffs

vs.

SETTIE WEIL

Defendants

Summons and Complaint

Filed October 14, 19 59

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Bettles Wharf

Received In Office

10/14 1959

, Sheriff

I have executed this summons

this 10-19 1959

by leaving a copy with

Settie Weil

Sheriff claims 75 miles @ 7.50

Ten Cents per mile Total $ 7.50

TAYLOR WILKINS, Sheriff

BY Edleigh Steadham DEPUTY SHERIFF

Taylor Wilkins Sheriff

Edleigh Steadham Deputy Sheriff

Bettles wharf

BARBARA B. ROBERTSON,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
SETTIE WEIL,	)	IN EQUITY NO. 4731
Respondent.	)	

Comes the Respondent in the above styled cause and demurs to the Bill of Complaint filed in said cause and to the separate and several aspects of such Bill of Complaint as hereinafter set out and assigns the following separate and several grounds, viz:

1. That said Bill of Complaint does not state a cause of action.

2. As to that aspect of the Bill of Complaint as set out in paragraph "2" thereof, the Respondent demurs and assigns the following separate and several grounds:

a. That the property to be sold is not sufficiently described.

b. That the description of the property to be sold is vague and indefinite.

c. The allegation that Hazel Council is the Respondent's real estate broker is but a conclusion of the pleader.

d. There is no allegation in such paragraph setting out the County in which said property is located.

e. For aught that appears from said paragraph there are several homes at Battles Wharf known as the Weil home.

f. That there is no allegation that the property to be sold is known as the Settie Weil home.

g. That the agreement attached to such Bill of Complaint and marked Exhibit "A" does not sufficiently describe the property to be sold.

h. That the agreement attached as Exhibit "A" shows that it has been altered and it does not appear that such alterations were made prior to the execution thereof.

i. That the agreement attached as Exhibit "A" does not designate Hazel Council as the Respondent's broker.

j. That the agreement attached as Exhibit "A" does not

state what restrictions will be contained in the deed.

3. The Respondent demurs to that aspect of the Bill of Complaint set out in paragraph "3" thereof and assigns the following separate and several grounds:

a. That it is not shown in such paragraph that the Complainant was authorized to engage the services of the Title Insurance Company of Mobile to examine the title to the property and report thereon.

b. That it is not shown that the Respondent refused to furnish a complete abstract of title to the property to the Complainant.

c. That it is not alleged that the Purchaser reported any defect in the title in writing, within five days after the abstract has been furnished as provided in Exhibit "A" attached to such Bill of Complaint.

d. That no authority is shown for such written commitment by Title Insurance Company to be addressed to Hazel Council as the agent of the Respondent.

e. That no writing has been offered to show that Hazel Council was the authorized agent of the Respondent.

f. That the written commitment attached as Exhibit "B" does not describe the same property as described in Exhibit "A".

g. That the written commitment attached as Exhibit "B" is addressed to Miss Hazel Council individually and not as the agent of the Respondent.

h. That it is not alleged that the Respondent was notified of such written commitment.

i. That the amount of the policy as set out in the commitment was not equal to the sales price set out in the agreement attached as Exhibit "A".

j. That such commitment was conditional upon certain curative work which the Respondent had not agreed to.

k. That the commitment contained certain restricting clauses not referred to in Exhibit "A".

l. That it is not shown that such commitment was satisfactory to the Complainant.

m. That the allegations in this paragraph that the Title Insurance Company agreed to guarantee the title to said property is contradictory to the written commitment which affirmatively shows that it was a conditional guarantee.

4. The Respondent demurs to the aspect of the Bill of Complaint as set out in paragraph "4" thereof and assigns the following separate and several grounds:

a. That the allegation that Hazel Council was an agent of the Respondent is but a conclusion of the pleader.

b. That it is not alleged that Hazel Council was authorized to cause a deed for said property to be prepared for execution by the Respondent.

c. That it is not shown whether the deed prepared for execution by the Respondent contained the description as set out in Exhibit "A" or whether it contained the description of the property as set out in Exhibit "B" of the Bill of Complaint.

d. That no facts are alleged to show that Hazel Council had the right to fix the date when the parties would meet in Mobile, Alabama, to close the transaction.

e. That nowhere is it shown that the Respondent had agreed to go to Mobile, Alabama, to close the transaction.

f. That it is not alleged what provisions the deed prepared by Hazel Council contained.

g. That it is not alleged that the Complainant and her attorneys notified the Respondent that the Complainant would accept a deed with the description of the property as contained in Exhibit "A".

h. That it is not alleged what property the Complainant was then ready, willing and able to purchase.

5. As to that aspect of the Bill of Complaint set out in paragraph "5" the Respondent demurs and assigns the following separate and several grounds:

a. That the letter written by T. E. Twitty to Miss Settie Weil shown as Exhibit "C" to the Bill of Complaint alleges facts not shown otherwise.

b. That such exhibit alleges that the Respondent agreed to sell her homestead property while Exhibit "A" only describes "Weil home at Battles, Lot running from Bay to Highway in rear" without

any reference to it being the home of the Respondent or without stating what land would be conveyed with such home.

c. That such exhibit recited that the Respondent would recall that the Title Insurance Company had issued its written commitment to guarantee the title to this property but there is no allegation that she had been furnished with any copy of such commitment or notified of its contents.

d. That Exhibit "C" contained an allegation that Miss Hazel Council was the agent of the Respondent without Exhibit "A" showing any such agency.

6. As to that aspect of the Bill of Complaint set out in paragraph "6" the Respondent demurs and assigns the following separate and several grounds:

a. That the allegation that the Respondent has failed to perform her agreement is but a conclusion of the pleader.

b. That it is affirmatively shown in Exhibit "A" that the agreement entered into has been altered.

c. That it is not shown that any deed was ever presented to the Respondent for her execution.

d. That it is affirmatively shown that Hazel Council is the agent of the Complainant rather than the agent of the Respondent.

e. That it is affirmatively shown that the Complainant has not complied with the terms of her agreement.

f. That Exhibit "A" does not show when it was to be performed.

g. That it is affirmatively shown by Exhibit "A" that the description of the property is so vague and indefinite that it cannot be ascertained what property is referred to.

CHASON & STONE

By: _____
Solicitors for Respondent

BARBARA B. ROBERTSON,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
SETTIE WEIL,	)	IN EQUITY NO. 4731
Respondent.	)	

Comes the Respondent in the above styled cause and for answer to the Bill of Complaint filed in said cause and each and every paragraph thereof, separately and severally, says:

1. The Respondent admits the allegations of the first paragraph of the Bill of Complaint.

2. The Respondent denies the allegations of the second paragraph and demands strict proof thereof.

3. The Respondent denies the allegations of the third paragraph of the Bill of Complaint and demands strict proof thereof.

4. The Respondent denies the allegations of the fourth paragraph of the Bill of Complaint and demands strict proof thereof.

5. The Respondent denies the allegations of the fifth paragraph of the Bill of Complaint and demands strict proof thereof.

6. The Respondent denies the allegations of the sixth paragraph of the Bill of Complaint and demands strict proof thereof.

7. For further answer to the Bill of Complaint the Respondent alleges that the contract of sale which is the basis of this suit was executed by the Respondent as a result of the undue influence exerted over her by Hazel Council, who was the agent, servant or employee of the Complainant at the time of the execution of such contract.

8. For further answer to the Bill of Complaint the Respondent says that she was not mentally competent to understand the business that she was transacting at the time that she executed the contract which is the basis of this suit and because of the mental incompetency such contract should be declared null and void and of no force and effect.

9. For further answer to the Bill of Complaint the Respondent says that the consideration as set out in the contract is grossly inadequate. That the property described in such contract had, at

the time of the execution of such contract, a reasonable market value far in excess of the amount set out therein and the Respondent would not have executed a contract agreeing to sell her property for that amount had she been mentally competent of understanding the business that she was transacting at the time she executed such contract.

The Respondent respectfully requests that the issues in this case be tried by a jury.

Jackson & Jones
By John Jackson
Solicitors for Respondent

BARBARA B. ROBERTSON,	)	IN THE CIRCUIT COURT OF
Complainant,	)	BALDWIN COUNTY, ALABAMA
vs.	)	
SETTIE WEIL,	)	IN EQUITY
Respondent	)	CASE NO. 4731

AMENDMENT TO BILL OF COMPLAINT

Comes now the Complainant in the above styled cause, leave of Court first had and obtained, and amends the Bill of Complaint therein, as follows:

The caption thereof is amended to read:

"BARBARA B. ROBERTSON,

Complainant

vs.

SETTIE WEIL and A. RICHARD ELY,
as her Guardian, Jointly and Severally,

Respondents."

Paragraph 8 is added thereto, as follows:

"Complainant is informed and believes, and on information and belief alleges: that heretofore on, to-wit, the 14th day of June, 1960, Respondent SETTIE WEIL was adjudicated non compos mentis by the Probate Court of Mobile County, Alabama, and an order by said Court was entered purporting to appoint Respondent A. RICHARD ELY as 'Guardian' of the Estate of the said SETTIE WEIL;

"Complainant further avers that although said SETTIE WEIL was, during said proceedings, a resident of Baldwin County, Alabama, the said A. RICHARD ELY claims to be the legal guardian of said Respondent, by virtue of the aforementioned proceedings in said Probate Court ".

Complainant also amends the Prayer for Process therein to read as follows:

"The premises considered, Complainant prays that due process of subpoena be issued by this Honorable Court directed to the said Respondents, SETTIE WEIL and A. RICHARD ELY, as her Guardian, commanding them to plead, answer or demur to this Bill of Complaint within the time and manner required by law."

Inge, Turtty & Duffy
Solicitors for Complainant

Service may be had on Respondent
A. Richard Ely at:

114 Batre Lane
Spring Hill, Alabama

or at:

1061 Dauphin Street
Mobile, Alabama

FILED
DEC 14 1960
ALICE L. DUCK, CLERK REGISTER

13

2476 No. 4731 442

Barbara Robertson

vs.

Settie Weil.

EXECUTED

While 20 day of Dec, 1960

by serving a copy leaving Again on

a Richard Ely

RAY D. HARRISON, SHERIFF

By J. J. Benson D.S.

BARBARA B. ROBERTSON,	)	IN THE CIRCUIT COURT OF BALDWIN
Complainant,	)	COUNTY, ALABAMA
VS.	)	IN EQUITY
SETTIE WEIL, et al,	)	CASE NO. 4 7 3 1
Respondents.	)	

SUGGESTION OF DEATH OF RESPONDENT SETTIE WEIL

AND MOTION TO REVIVE

Comes now the Complainant in the above styled cause and suggests to the Court that the Respondent Settie Weil died on, to wit, July 25, 1961, leaving a last will and testament which has been probated in and by the Probate Court of Mobile County, Alabama, on, to wit, the 28th day of September, 1961, (copy of which instrument is attached to and made a part of the Amended Bill of Complaint which Complainant is filing herein simultaneously herewith), and Complainant further shows unto the Court that said last will and testament did not nominate any Executor of the Estate of the said Settie Weil, and that A. Richard Ely, who resides at 114 Batre Lane, in the City of Mobile, Alabama, has been appointed Administrator cum testamento annexo of the Estate of the said Settie Weil by order of the Probate Court of Mobile County, Alabama, entered on the 28th day of September, 1961.

Complainant is unable to determine from said last will and testament whether the property which is the subject matter of this suit was disposed of by said instrument, or whether said decedent died intestate with respect to said property, and Complainant is unable to determine from said instrument whether "B'Nai Brith of Mobile, Alabama", the only devisee or legatee referred to in said instrument is a corporation or an unincorporated association, or whether

it is intended by said instrument to refer to the national organization of B'Nai Brith, or a local chapter thereof, and Complainant is informed and believes, and on information and belief alleges that the agent of each such corporation, and of each such association upon whom process may be served is Max Mutchnick, who resides at 271 Woodlands Avenue, in the City of Mobile, Alabama, and that the heirs at law and next of kin of said decedent are the following, all of whom are over the age of twenty-one years and reside at the following places, respectively, and are first cousins of said decedent, that is to say:

NAME	ADDRESS
Isidore Richard	162 S. Fulton St., Mobile, Alabama
Blanche R. Ely	117 Macy Street, Mobile, Alabama
Allie Moog	309 N. Warren St., Mobile, Alabama
Julia Weis	3350 Jena St., New Orleans, Louisiana
Lillian Weis Bradley	3350 Jena St., New Orleans, Louisiana
Bertha I. Meyer	1162 Castlevale Dr., Louisville, Kentucky
Rene Stege	1162 Castlevale Dr., Louisville, Kentucky
Stella Meyer	1162 Castlevale Dr., Louisville, Kentucky

WHEREFORE, the premises considered, Complainant moves that this case may be revived against the said A. Richard Ely, as Administrator cum testamento annexo of the Estate of Settie Weil, deceased, and against B'Nai Brith, a corporation, and against B'Nai Brith, an unincorporated association, and against B'Nai Brith of Mobile, Alabama, a corporation, and against B'Nai Brith of Mobile, Alabama, an unincorporated association, and against the said Isidore Richard, Blanche R. Ely, Allie Moog, Julia Weis, Lillian Weis Bradley, Bertha I. Meyer, Rene Stege, and Stella Meyer.

Complainant files herewith her Amendment to the Bill of Complaint in this case making said parties, parties respondent thereto, and Complainant

prays that the said Bill of Complaint be considered as amended accordingly, and that each of said parties respondent be served in a manner provided by law with a copy of the Order of Revival, together with a Summons, and that each of them be required to plead, answer or demur to the said Bill of Complaint as so amended within the time and in the manner prescribed by law, and that the relief prayed for be granted against each of said Respondents.

INGE, TWITTY & DUFFY

By T. E. Twitty

Solicitors for Complainant

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before the undersigned, a Notary Public in and for said County in said State, personally appeared T. E. TWITTY, known by me to be one of the Solicitors of record for the Complainant in the above styled cause, who, being first duly sworn by me, on oath deposes and says that the allegations of the foregoing Motion are true, except as to matters of information and belief, and as to such matters he is informed and believes the same to be true.

T. E. Twitty

Subscribed and sworn to before me

this 1st day of December, 1961.

Lora M. Dull

Notary Public, Mobile County, Alabama

FILED

DEC 1 1961

ALICE J. DUCK, CLERK REGISTER

BARBARA B. ROBERTSON,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY,
A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased; B'NAI BRITH, a corporation; B'NAI BRITH, an unincorporated association; B'NAI BRITH OF MOBILE, ALABAMA, a corporation; B'NAI BRITH OF MOBILE, ALABAMA, an unincorporated association; ISIDORE RICHARD; BLANCHE R. ELY; ALLIE MOOG; JULIA WEIS; LILLIAN WEIS BRADLEY; BERTHA I. MEYER; RENE STEGE; and STELLA MEYER; jointly and severally,	)	ALABAMA
	)	IN EQUITY
	)	
	)	CASE NO. 4731
	)	
	)	
Respondents.	)	

AMENDED BILL OF COMPLAINT

Comes now the Complainant in the above entitled cause, leave of Court first had and obtained, and amends her Bill of Complaint herein by rewriting the same to read as follows, and represents unto the Court as follows:

1. Complainant is over the age of twenty-one years and is a resident of Mobile County, Alabama. Each of the individual Respondents is over the age of twenty-one years. Respondents A. Richard Ely, Isidore Richard, Blanche R. Ely and Allie Moog are residents of Mobile County, Alabama; Respondents Julia Weis and Lillian Weis Bradley are residents of New Orleans, Louisiana; Respondents Bertha I. Meyer, Rene Stege and Stella Meyer are residents of Louisville, Kentucky. Respondent B'Nai Brith is either a corporation or an unincorporated association; Respondent B'Nai Brith of Mobile, Alabama is either a corporation or an unincorporated association.

2. Under date of, to wit, July 31, 1959, Settie Weil, who was then over the age of twenty-one years and a resident of Baldwin County, Alabama, agreed in writing to sell to the Complainant, and Complainant agreed in said writing to purchase, the Weil home at Battles Wharf, Alabama, (running from

20 No page 18 + 19

Mobile Bay to the Highway in the rear) at the price of $21,250.00, of which the sum of $500.00 was paid to Hazel Council, a real estate broker, on or before the execution of said contract, and the balance of which purchase price was to be paid on the closing of said transaction, a true copy of said agreement is attached to this Amended Bill of Complaint designated as "Complainant's Exhibit A" and made a part hereof as fully and completely as if set out herein in full.

3. Complainant further avers that under and by virtue of the provisions of said contract, the said Settie Weil agreed to furnish to the Complainant an abstract of title covering said property, and the said Settie Weil not having a complete abstract of title, the Complainant engaged the services of Title Insurance Company of Mobile, Alabama, to examine the title to said property and to report thereon, and that under date of, to wit, August 19, 1959, the said Title Insurance Company issued its written commitment to guarantee the said title to said property, a true copy of said written commitment being hereto attached and marked "Complainant's Exhibit B" and made a part hereof as fully and completely as if set out herein in full.

4. Complainant further avers that immediately after the receipt of said commitment of Title Insurance Company, the said Hazel Council, as agent of the said Settie Weil, caused a deed of said property to be prepared for execution by the said Settie Weil and notified both the Complainant and the said Settie Weil to meet at the office of Title Insurance Company in Mobile, Alabama on, to wit, the 20th day of August 1959, at 11:00 A. M. for the purpose of having the said Settie Weil execute and deliver the said deed to said property to the Complainant in exchange for the full payment of the balance of said purchase price in cash. Complainant further avers that, although the Complainant and her attorney and the said Hazel Council met in the office of said Title Insurance Company in Mobile, Alabama, for the purpose of closing said transaction pursuant to said previous arrangement, the said Settie Weil wholly failed to appear for said purpose, and at that conference the Complainant and her attorney announced to those

present, including Hazel Council, the agent of the said Settie Weil, that the Complainant was then and there ready, able and willing to conclude said purchase of said property, and further that if the said Settie Weil did not promptly perform said agreement, the Complainant would invoke the jurisdiction of a Court of Equity to compel the said Settie Weil to perform said contract specifically, and would in said proceeding seek all recoverable damages for breach of said contract by the said Settie Weil.

5. Complainant further avers that under date of, to wit, September 9, 1959, the said Settie Weil having still wholly failed to perform said agreement, your Complainant's attorneys sent to the said Settie Weil by First Class, Registered, United States Mail, postage prepaid, Return Receipt Requested, a letter, a true copy of which is attached hereto designated "Complainant's Exhibit C", which is made a part hereof as fully and completely as if set out herein in full.

6. Complainant further avers that, notwithstanding the matters hereinabove set out, the said Settie Weil wholly failed to perform said agreement, and the Complainant has been compelled to employ an attorney in the premises and has incurred and will incur expenses of a reasonable attorney's fee to enforce the Complainant's rights in the premises, and has incurred and will incur other necessary and proper expenses, all as a direct result of the failure of the said Settie Weil to perform said agreement.

7. Complainant is informed and believes, and on information and belief alleges that heretofore on, to wit, the 14th day of June, 1960, the said Settie Weil was adjudicated non compos mentis by the Probate Court of Mobile County, Alabama, and an order by said Court was entered purporting to appoint Respondent A. RICHARD ELY as Guardian of the Estate of the said Settie Weil. Complainant further avers that although said Settie Weil was, during said proceedings, a resident of Baldwin County, Alabama, the said A. RICHARD ELY claims or claimed to be the legal guardian of said Settie Weil by virtue of the aforementioned proceedings in said Probate Court.

8. Complainant is informed and believes and on information and belief further alleges as follows: That said Settie Weil died on, to wit, July 25, 1961, leaving as her sole heirs at law and next of kin the Respondents ISIDORE RICHARD, BLANCE R. ELY, ALLIE MOOG, JULIA WEIL, LILLIAN WEIS BRADLEY, BERTHA I. MEYER, RENE STEGE and STELLA MEYER; also leaving a last will and testament, a true copy of which is attached hereto designated "Complainant's Exhibit D" and made a part hereof, which instrument was admitted to probate by the Probate Court of Mobile County, Alabama on, to wit, September 28, 1961, and the Respondent A. RICHARD ELY on said date was appointed by said Probate Court as Administrator cum testamento annexo of the Estate of said Settie Weil, and still is such Administrator.

9. Complainant offers to do equity in the premises.

PRAYER FOR PROCESS

The premises considered, Complainant prays that due process of subpoena be issued by this Honorable Court directed to each of the Respondents, namely, A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, deceased; B'NAI BRITH, a corporation; B'NAI BRITH, an unincorporated association; B'NAI BRITH OF MOBILE, ALABAMA, a corporation; B'NAI BRITH OF MOBILE, ALABAMA, an unincorporated association; ISIDORE RICHARD; BLANCHE R. ELY; ALLIE MOOG; JULIA WEIS; LILLIAN WEIS BRADLEY; BERTHA I. MEYER; RENE STEGE; and STELLA MEYER; commanding them, and each of them, to plead, answer or demur to this Amended Bill of Complaint within the time and in the manner required by law.

PRAYER FOR RELIEF

Complainant prays that this Honorable Court will take jurisdiction of this proceeding and set this matter down for hearing and that on such hearing thereof, Your Honor will be pleased to enter a decree commanding and directing the said Respondents, and each of them, to execute and deliver a deed to said prop-

erty containing full covenants of warranty in favor of the Complainant, said deed to be delivered to the Complainant upon the Complainant's paying the balance of the purchase price of said property required by said contract, such payment to be made into the Registry of this Court, and that out of the proceeds of the sale of said property, there first be deducted the expense of preparing said deed, and secondly, the expense of affixing the required number of Federal documentary stamps thereto, and thirdly, the real estate commission of Five per cent (5%) of the purchase price of said property, to which the said Hazel Council, as real estate agent of the said Settie Weil will be entitled upon closing of said transaction, and that said payment of said commission be made by the Register of this Court, and fourthly, that Your Honor will fix and determine the amount of damages and expenses which your Complainant shall have incurred and suffered by reason of the failure of said Settie Weil and of said Respondents to perform said contract, and that out of the said proceeds of the sale thereof, the Complainant be paid said sum so fixed, such payment to be made by the Register of this Court, and that the balance of such proceeds, after making the foregoing payments, be paid by the Register of this Court to the Respondents, upon the Respondents' having first surrendered possession of said property to the Complainant, and that Your Honor will order and direct the Respondents to deliver and surrender such possession simultaneously with the payment of said balance of said purchase price by the Complainant into this Court; Complainant prays for such other and further relief as she may be entitled to receive in the premises.

INGE, TWITTY & DUFFY

By J. E. Twitty

Solicitors for Complainant

FILED

DEC 1 1961

ALICE J. DUCK, CLERK REGISTER

24

CONTRACT OF SALE

Sabrie Todd, hereinafter called the Owner, hereby agrees to sell to Duchanan T. Robertson, hereinafter called the Purchaser, and the Purchaser hereby agrees to buy from the Owner the following described property in Baldwin County, Alabama:

Well Box on Dauphin, lot 45 (Map) from B y to Hilltop in rear

As the price of $ 4,250.00 upon the following terms: Cash on close

The Purchaser has this day paid to Sabrie Todd $ 5.00 as earnest money.

The Owner will furnish to the Purchaser an abstract of title covering said property. Purchaser will report any defects to the title in writing within 5 days after abstract has been furnished and if said defects cannot be cured in thirty days, said earnest money is to be returned to the Purchaser.

If the title to said land is found to be good, or when made good within thirty days as above stipulated, the Purchaser will close the purchase at once.

Said property will be conveyed subject to the restrictions.

Taxes, insurance and rentals pro-rated as of closing date.

Executed in duplicate this 31st day of July 1959

Sabrie Todd
Owner

Buchanan T. Robertson
Purchaser

Complainant's Exhibit A

TITLE INSURANCE COMPANY

The Guaranty of Title is the Best Protection

TITLE INSURANCE BUILDING
164 ST. FRANCIS STREET
P. O. BOX 123
MOBILE, ALABAMA

LONGERMIA POLICIES
MORTGAGEE POLICIES
ABSTRACTS OF TITLE
BOND VALIDATED
ESCROW DEPARTMENT
A GENERAL TITLE BUSINESS

August 19, 1959

B-10h-102-2

Miss Ethel Tunnell
Daphne, Alabama

Dear Miss Tunnell:

Subject to change in title we will issue our Owner's Guaranty of Title in the amount of $20,000.00 to Barbara B. Robertson, in the title to the following described property located in the County of Baldwin, State of Alabama, to-wit:

From the Northeast corner of Section 25, Township 6 South, Range 1 East, run West 710.05 feet to a point on the Center/Line of U. S. Highway No. 90; thence run South 10 degrees 00 minutes 35 seconds West, 1302.6 feet; thence run South 11 degrees 15 minutes West, 1521.4 feet; thence run South 54 degrees 54 minutes West, 15.0 feet to a point on the western margin of said U. S. Highway No. 90, at the Northeast corner of the fence about the fertile well property, for a point of beginning; thence run North 54 degrees 54 minutes West, 501.7 feet, more or less, to a point on the Eastern margin of Mobile Bay; thence run northerly along the Bay shore and following the meanderings thereof to a point situated North 32 degrees 34 minutes East, 109.7 feet from the last specified point; thence run South 57 degrees 12 minutes East, 107 feet to a point at the Northwest corner of the well house; thence run South 36 degrees 30 minutes East, 705.3 feet to a point on the western margin of said U. S. Highway No. 90, at the Northeast corner of said well fence; thence run South 21 degrees 10 minutes West, along said margin of said Highway, and along said well fence, 136.2 feet, to the point of beginning. The contains 2.49± acres, more or less, and lies in Lot 8 of Government Subdivision 4, and partly in Lot 10 of Government Subdivision 2, Section 25, Township 6 South, Range 1 East, Baldwin County, Alabama.

Complainant's Exhibit B

I, SETTIE WEIL, of Battles Wharf, Baldwin County, Alabama, do make and declare this to be my Last Will and Testament.

I wish all my just debts paid as soon after my death as is practicable.

I give, devise and bequeath to B'Nai Brith of Mobile, Alabama, all property of every kind and description, real and personal, which formed property of the estate of my late brother, Isidore Weil, and came to me by inheritance through my said brother's estate, in trust, for the following uses and purposes:

1. It was my brother's wish that B'Nai Brith have this property after my death to be used for the purposes hereinafter stated and I desire to carry out his wishes.

2. The Trustee is to invest and keep invested the property held under this trust.

3. The income from the trust estate is to be used for the following purposes:

(a) Caring for the stones, replacing curbing and perpetual upkeep and care of the family cemetery lot in Mobile, Alabama.

(b) To pay regularly and permanently my brother's dues in B'Nai Brith of Mobile, Alabama.

(c) To use the balance of the income exclusively for charity nationally and not limited to Mobile, Alabama, for the relief of suffering humanity and not for building purposes.

I hereby nominate and request the appointment of
as Executor of my Estate, and ask that he be not required to make bond. I give the Executor full power and authority without order of court to sell and convey any property of my estate.

IN WITNESS WHEREOF, I hereto set my hand on this the 16th day of March, 1939.

SETTIE WEIL /s/

Complainant's Exhibit D

Signed and declared by Settie Weil to be her Last Will and Testament in our presence, and we in her presence, and in the presence of each other, subscribe our names as witnesses on the day of the date of said will.

W. B. INGE /s/

C. M. DUDLEY /s/

BARBARA B. ROBERTSON,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
		BALDWIN COUNTY, ALABAMA
VS.	)	
		IN EQUITY
SETTIE WEIL,	)	
		CASE NO. 4 7 3 1
Respondent.	)	
	)	

COMPLAINANT'S MOTION TO STRIKE RESPONDENT'S DEMAND FOR JURY TRIAL

Comes now the Complainant in the above styled cause and shows unto the Court that the Respondent herein has requested that the issues in this case be tried by a jury. Complainant further shows that this cause being a proceeding in equity, the Respondent is not entitled to a jury trial as a matter or right and the Respondent has not asserted any grounds to indicate a necessity or desirability of having the cause tried by a jury. Complainant further shows that on the contrary, the premises and property involved in this case constitute resort property particularly useful in the springtime and summer months, and if this cause is to be tried by a jury it will unduly and unnecessarily delay the trial thereof; that the Complainant has already been delayed for more than a year and a half in acquiring possession of the property and is extremely anxious to get possession thereof at the earliest possible date for reasons just stated. Complainant further shows that this Honorable Court is perfectly capable of trying the issues of fact involved in this proceeding, and the Complainant knows of no reason why it would be necessary or even appropriate for any of the issues herein to be submitted to a jury.

WHEREFORE, the premises considered, Complainant moves to strike

the Respondent's demand for a jury trial herein and prays that this cause be tried by the Court without a jury and that the same be set for trial at the earliest practicable date.

Solicitors for Complainant

I certify that a copy of the foregoing Motion by Complainant to strike Respondent's Demand for Jury Trial was served upon Chason & Stone, Solicitors for the Respondent, by mailing a copy of same to their offices at Bay Minette, Alabama, on this the 1st day of February, 1961.

FILED

FEB 3 1961

ALICE J. DUCK, CLERK REGISTER

BARBARA B. ROBERTSON,	X	
Complainant,	X	IN THE CIRCUIT COURT OF
	X	
vs.		BALDWIN COUNTY, ALABAMA
	X	
SETTIE WEIL and A. RICHARD ELY, as her Guardian, Jointly and Severally,	X	IN EQUITY CASE NO. 4731
	X	
Respondents.	X	

Come the Respondents in the above styled cause and for answer to the amendment to the Bill of Complaint say:

1. The Respondents admit that Settie Weil has been adjudicated a non compos mentis by the Probate Court of Mobile County, Alabama and that A. Richard Ely has been appointed as guardian of her estate. The Respondents allege that Settie Weil had property located in Mobile County at the time of such appointment and that she was also in Mobile County at that time because of the fact that she needed constant attention.

CHASON & STONE

By: _____
Solicitors for Respondents

FILED
DEC 23 1960
ALICE J. DUCK, Register

BARBARA B. ROBERTSON,	*	IN THE CIRCUIT COURT OF
Complainant,	*	BALDWIN COUNTY, ALABAMA
-v-	*	IN EQUITY
A. RICHARD ELY, et al,	*	
Respondents.	*	CASE NO. 4731

Comes now BLANCHE R. ELY and ALLIE MOOG, two of the Respondents in the amended bill of complaint and for answer thereto say as follows:

1. That the Respondents admit the allegations of Paragraph One insofar as they apply to these Respondents.

2. The Respondents deny the allegations contained in Paragraph Two of the amended bill of complaint.

3. The Respondents deny the allegations contained in Paragraph Three of the amended bill of complaint.

4. The Respondents deny the allegations contained in Paragraph Four of the amended bill of complaint.

5. The Respondents deny the allegations contained in Paragraph Five of the amended bill of complaint.

6. The Respondents deny the allegations contained in Paragraph Six of the amended bill of complaint.

7. The Respondents admit the allegation of Paragraph Seven of the amended bill of complaint insofar as they apply to the adjudication by the Probate Court of Mobile County, Alabama, of Settie Weil, as non compos mentis and the appointment of A. Richard Ely as guardian of the estate of the said Settie Weil, deceased. For further answer to the said paragraph seven of the amended bill of complaint, Respondents say that the said Settie Weil, deceased, was, during said proceedings, a resident of Mobile County, Alabama.

8. The Respondents admit the allegations of Paragraph Eight.

9. The Respondents neither admit nor deny the allegations of Paragraph Nine but demand strict proof thereof.

WHEREFORE, the premises considered, the Respondents pray that this Honorable Court, upon a final hearing of this cause, will dismiss the said Bill of Complaint at the cost of the said Complainant.

MAYER W. PERLOFF,
Solicitor for Respondents

FILED
DEC 29 1961
ALICE J. DUCK, CLERK REGISTER

BARBARA B. ROBERTSON,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
	)	
SETTIE WEIL and A. RICHARD ELY, as her Guardian, Jointly and Severally,	)	IN EQUITY
	)	
Respondents.	)	CASE NO. 4731

TO: THOMAS E. TWITTY, SR., AS SOLICITOR OF RECORD FOR THE COMPLAINANT IN THE ABOVE STYLED CAUSE:

YOU WILL TAKE NOTICE that in the above styled cause the Respondents, acting by and through John Chason as one of their Solicitors of Record, have filed their request for the examination of Dr. James K. Ward as a witness in their behalf, such examination to be had at the Hill Crest Sanitarium in Birmingham, Alabama, at 1:30 P. M. on Monday, March 6, 1961, and has requested the appointment of Marron A. Spinks or any member of the Birmingham Court Reporting Company before whom such oral examination shall be had.

The address of Dr. James K. Ward is as follows: Hill Crest Sanitarium, Birmingham, Alabama.

John Chason
Solicitor for Respondents

I, John Chason, as one of the solicitors of record for the Respondents, do hereby certify that I have served a copy of the foregoing notice on Thomas E. Twitty, Sr., as solicitor for Complainant by United States Mail, postage prepaid, directed to him at his office in the Merchants National Bank Building, Mobile, Alabama.

Dated this the 24th day of February, 1961.

John Chason
Solicitor for Respondents

BARBARA B. ROBERTSON,	)	IN THE CIRCUIT COURT OF BALDWIN
Complainant,	)	COUNTY, ALABAMA
VS.	)	IN EQUITY
SETTIE WEIL, et al,	)	CASE NO. 4 7 3 1
Respondents.	)	

INTERROGATORIES PROPOUNDED BY COMPLAINANT

TO CERTAIN RESPONDENTS

Comes now the Complainant in the above styled cause and propounds the following interrogatories to each of the Respondents, B'Nai Brith, a corporation, B'Nai Brith, an unincorporated association, B'Nai Brith of Mobile, Alabama, a corporation, B'Nai Brith of Mobile, Alabama, an unincorporated association, and A. Richard Ely, as Administrator cum testamento annexo of the Estate of Settie Weil, deceased, and to each of said Respondents, separately and severally, that is to say:

1. State whether or not the last will and testament of Settie Weil, deceased, copy of which is attached to the Amended Bill of Complaint in this case, has been admitted to probate in and by the Probate Court of Mobile County, Alabama, and if your answer is in the affirmative, state the date of the order of said Court admitting said instrument to probate.

2. If your answer to the preceding interrogatory is in the negative then state whether or not any instrument has been admitted to probate by any Court as the last will and testament of the said decedent, and give the name of said Court and the date of the order admitting said instrument to probate, and attach to your answer a true copy of such instrument.

3. State whether or not Respondent A. Richard Ely has been appointed

by the Probate Court of Mobile County, Alabama, as the Administrator cum testamento annexo of the Estate of said decedent, Settie Weil, and if your answer is in the affirmative, state the date of the order of said Court making such appointment.

4. State whether or not the said A. Richard Ely has qualified as such administrator, and the date of such qualification, and whether or not since that date he has been and still is acting in said capacity.

5. With reference to the last will and testament of the said Settie Weil, deceased, which instrument has been admitted to probate as such, please state the correct name of the organization designated in said instrument as "B'Nai Brith of Mobile, Alabama" as devisee and legatee.

6. State whether the organization referred to in the next preceding interrogatory is a corporation, or whether it is an unincorporated association.

7. State the name of the State under the laws of which the organization referred to in the preceding interrogatory was formed.

8. State the name and residential address of each of the officers of the organization referred to in the next preceding interrogatory, giving the office held by each such individual and the street and city in which each such individual resides.

9. State whether or not the organization referred to in the preceding interrogatory claims, as devisee under the said last will and testament of the said Settie Weil, the property which is the subject matter of this suit.

10. State whether or not the claim referred to in the next preceding interrogatory is disputed by the said Administrator.

11. State whether or not the claim referred to in the next preceding interrogatory is disputed by any of the heirs at law or next of kin of the said de-

cedent, Settie Weil, and if your answer is to any extent in the affirmative, give the names of each such heir and each such next of kin who disputes said claim.

INGE, TWITTY & DUFFY

By T. E. Twitty

Solicitors for Complainant

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before the undersigned, a Notary Public in and for said County in said State, personally appeared T. E. TWITTY, known by me to be one of the Solicitors of Record for the Complain ant in the above styled case, who, being by me first duly sworn, on oath deposes and says that he has read the foregoing interrogatories and is familiar with the contents thereof, and that the answers thereto if truthfully made will be material evidence in behalf of the Complainant in the trial of said cause.

T. E. Twitty

Subscribed and sworn to before me

this 1st day of December, 1961.

Laura W. Duff

Notary Public, Mobile County, Alabama

FILED

DEC 1 1961

ALICE J. DUCK, CLERK REGISTER

BARBARA ROBERTSON,	)	IN THE CIRCUIT COURT
Complainant,	)	OF
vs.	)	
A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased; B'NAI BRITH, a corporation; B'NAI BRITH, an unincorporated association; B'NAI BRITH OF MOBILE, ALABAMA, a corporation; B'NAI BRITH OF MOBILE, an unincorporated association; ISIDORE RICHARD; BLANCHE R. ELY; ALLIE MOOG; JULIA WEIS; LILLIAN WEIS BRADLEY; BERTHA I. MEYER; RENE STEGE; AND STELLA MEYER; jointly and severally,	)	BALDWIN COUNTY, ALABAMA IN EQUITY CASE NO. 4731
Respondents.	)	

ANSWER OF RESPONDENTS, BERTHA I. MEYER, RENE STEGE and STELLA MEYER

Now come the Respondents, BERTHA I. MEYER, RENE STEGE and STELLA MEYER, by their Solicitor, and, answering the bill of complaint as amended, say as follows:

ONE

Said Respondents admit the allegations to Paragraph One of the Bill of Complaint.

TWO

Said Respondents are without information as to the facts alleged in Paragraphs Two through Seven, inclusive, of the bill of complaint and therefore deny the same and demand strict proof thereof.

THREE

Said Respondents admit the allegations of Paragraph Eight of the Bill of Complaint.

For further answer to said Bill of Complaint, said Respondents aver as follows:

FOUR

If the said Settie Weil did in fact enter into a contract with Complainant on, to-wit, July 31, 1959, to sell to Complainant the property described in the Complaint, the said Settie Weil at said time was of unsound mind and said contract is void.

FIVE

Complainant had knowledge of the fact that Settie Weil was a person of unsound mind at the time the alleged contract was entered into and said contract is therefore void.

SIX

The fair market value of the real property contracted to be sold as alleged in the Complaint was, at the time of such alleged contract and is now, greatly in excess of the contract price and, if Respondents named in the Complaint are required to execute and deliver to Complainant a deed to said property as prayed for in said Complaint, said Respondents should be required to do so only on the condition that Complainant pay to the Respondents the fair market value of such real property at the date of said contract instead of the contract price.

SEVEN

For further answer to said Bill of Complaint, Respondents aver that if the Respondents named in said Bill of Complaint are required to execute and deliver to

Complainant a deed to said property as prayed for in said Complaint, the said HAZEL COUNSEL is not entitled to have a real estate commission paid to her by the Register of the Court out of the proceeds of the sale of the property and Complainant is not entitled to have any alleged damages and expenses deducted from the proceeds of such sale.

VICKERS, RIIS, MURRAY AND CURRAN

By Edwin J. Curran Jr.
Solicitors for BERTHA I. MEYER, RENE STEGE and STELLA MEYER

I hereby certify that I have this day mailed a copy of the foregoing Answer to Inge, Twitty & Duffy, Solicitors for Complainant, dated the 29 day of December, 1961.

Edwin J. Curran Jr.
EDWIN J. CURRAN, JR.

FILED
JAN 2 1962
ALICE L. DUCK, CLERK REGISTER

BARBARA B. ROBERTSON,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
SETTIE WEIL, ET AL.,	)	IN EQUITY NO. 4731
Respondents.	)	

NOTICE TO ADVERSE PARTIES

TO CHASON AND STONE, EDWIN J. CURRAN, JR., AND MAYER W. PERLOFF, SOLICITORS FOR RESPONDENTS:

You are hereby notified that Barbara B. Robertson, the complainant in the above stated cause, has filed in the Circuit Court of Baldwin County, Alabama, her demand for an oral examination of the following witnesses, who reside within one hundred miles from the place of trial, to-wit:

James Mayton, Mobile, Alabama

Lillian Thomas, Battles Wharf, Alabama

Josephine Lamphier, Battles Wharf, Alabama

and that Dorothy Leamy, a Notary Public, Mobile, Alabama, has been suggested as a suitable person to act as Commissioner.

The said examination of James Mayton will take place at the office of Inge, Twitty and Duffy, Attorneys at Law, 13th Floor Merchants National Bank Building, Mobile, Alabama, at 3:00 o'clock P. M., on Thursday, March 8, 1962.

The said examination of Lillian Thomas and Josephine Lamphier will take place at their respective residences at Battles Wharf, Alabama, at 3:00 o'clock P. M., on Friday, March 9, 1962, and shall continue until completed.

Dated this 5th day of March, 1962.

J. B. Blackburn

One of the Solicitors for the complainant

Filed
3-5-62
Alice J. Renick
Register

STATE OF ALABAMA)
*
BALDWIN COUNTY)

I, J. B. Blackburn, one of the solicitors for the complainant in the cause shown on the preceding sheet, do hereby certify that I did on this date deliver a copy of the attached notice to the office of Chason and Stone, Bay Minette, Alabama, and mail a copy of this notice to Edwin J. Curran, Jr., Merchants National Bank Building, Mobile, Alabama, and a copy of this notice to Mayer W. Perloff, Van Antwerp Building, Mobile, Alabama, solicitors for respondents, by first class mail, properly addressed.

Dated this 5th day of March, 1962.

J. B. Blackburn

One of the Solicitors for Complainant

BARBARA B. ROBERTSON, Complainant, vs. A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the estate of Settie Weil, Deceased; B'NAI BRITH, a corporation; B'NAI BRITH, an unincorporated association; B'NAI BRITH OF MOBILE, ALABAMA, a corporation; B'NAI BRITH OF MOBILE, ALABAMA, an unincorporated association; ISIDORE RICHARD; BLANCHE R. ELY; ALLIE MOOG; JULIA WEIS; LILLIAN WEIS BRADLEY; BERTHA I. MEYER; RENE STEGE; and STELLA MEYER; jointly and severally, Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY NO. 4731

Comes the Respondent, A. Richard Ely, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased, and for answer to the Amended Bill of Complaint filed in said cause and each and every paragraph thereof, separately and severally, says:

1. That he admits the allegations of paragraph "1" of the Amended Bill of Complaint insofar as such allegations apply to him.

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

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

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

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

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

7. That he admits the allegations of paragraph "7" of the Amended Bill of Complaint except the allegation that Settie Weil was, during said proceedings, a resident of Baldwin County, Alabama, and for further answer to the Bill of Complaint the Respondent says

that Settie Weil was a resident of Mobile County, Alabama, during said proceedings.

8. The Respondent admits the allegations of paragraph "8" of the Amended Bill of Complaint.

9. The Respondent neither admits nor denies the allegations of paragraph "9" of the Amended Bill of Complaint but demands strict proof thereof.

10. For further answer to the Amended Bill of Complaint this Respondent alleges that the contract of sale which is the basis of this suit was executed by Settie Weil as a result of the undue influence exerted over her by Hazel Council who was the agent, servant or employee of the Complainant at the time of the execution of such contract.

11. For further answer to the Amended Bill of Complaint this Respondent says that Settie Weil was not mentally competent to understand the business that she was transacting at the time she executed the contract which is the basis of this suit and because of such mental incompetency such contract should be declared null and void and of no force and effect.

12. For further answer to the Amended Bill of Complaint this Respondent says that the consideration as set out in the contract is grossly inadequate. That the property described in such contract had, at the time of the execution of such contract, a reasonable market value far in excess of the amount set out therein and Settie Weil would not have executed a contract agreeing to sell her property for that sum of money had she been mentally competent to understand the business that she was transacting at the time she executed such contract.

CHASON & STONE

By: _____
As Solicitors for A. Richard Ely, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased

ANSWER

* * * * * * * * * * * * * * * * * *

BARBARA B. ROBERTSON,

Complainant,

vs.

A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the estate of Settie Weil, Deceased, et al.,

Respondents.

* * * * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 4731

* * * * * * * * * * * * * * * * * *

BARBARA B. ROBERTSON, Complainant,	)	
VS.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
A. RICHARD ELY, as Guardian, ET AL., Respondents.	)	IN EQUITY NO. 4731

In this cause the complainant having requested that the testimony of James Mayton be taken by oral examination at three o'clock P. M., on Thursday, March 8, 1962, at the office of Inge, Twitty and Duffy, Attorneys, Merchants National Bank Building, Mobile, Alabama, and that the testimony of Lillian Thomas and Josephine Lamphier be taken by oral examination at three o'clock P. M., on Friday, March 9, 1962, at their respective residences at Battles Wharf in Baldwin County, Alabama, it is, therefore, ORDERED by the Register as follows:

1. That the testimony of James Mayton, a witness for the complainant, be taken by oral examination at the time and place mentioned above; and that the testimony of Lillian Thomas and Josephine Lamphier, witnesses for the complainant, be taken by oral examination at the time and place mentioned above, in accordance with the rules for taking oral examination of witnesses in equity cases before commissioners.

2. That Dorothy Leamy, a Notary Public, be and she is hereby appointed as special commissioner to take the testimony of the said witnesses for the complainant, namely, James Mayton, Lillian Thomas and Josephine Lamphier, and commission will issue to her accordingly.

Done on this the 7th day of March, 1962.

Alice J. Drake

Register of the Circuit Court of Baldwin County, Alabama, in Equity

BARBARA B. ROBERTSON, Complainant, VS. A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased; et al, Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY CASE NO. 4 7 3 1

COMPLAINANT'S MOTION FOR DECREE PRO CONFESSO

Comes now the Complainant in the above styled cause and shows unto the Court that although the following Respondents were served with a copy of the summons and amended complaint in this cause more than thirty (30) days prior to the filing of this motion (which service is indicated by the several returns of the Sheriff on file herein) none of said Respondents has appeared or filed any answer or other pleading; wherefore, the premises considered, the Complainant prays that a decree pro confesso be entered against the said Respondents, and each of them, separately and severally, that is to say: B'NAI BRITH, a corporation; B'NAI BRITH, an unincorporated association; B'NAI BRITH OF MOBILE, ALABAMA, a corporation; B'NAI BRITH OF MOBILE, ALABAMA, an unincorporated association; ISIDORE RICHARD; JULIA WEIS; and LILLIAN WEIS BRADLEY.

FILED
MAR 8 1962
ALICE L. DUCK, CLERK REGISTER

And

Solicitors for Complainant

BARBARA B. ROBERTSON, Complainant,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
VS.	)	IN EQUITY
A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased; et al, Respondents.	)	CASE NO. 4731

COMPLAINANT'S MOTION TO PRODUCE

The Complainant moves that the Court, on reasonable notice to the Respondents, enter an Order requiring the Respondent A. Richard Ely to produce at the offices of Messrs. Inge, Twitty & Duffy, 1309 Merchants National Bank Building, Mobile, Alabama, on Tuesday, March 13, 1962, at 9:00 o'clock A. M. (or at such other time and place as the Court might determine) each of the following documents, or copies thereof, in the possession, custody or control of the said A. Richard Ely, or of his Attorneys, such production to be for the inspection and copying by counsel for the Complainant herein, that is to say: The United States Income Tax Returns and State of Alabama Income Tax Returns of Settie Weil for the years 1957 through 1959; all bank statements, cancelled checks, check stubs, deposit slips, and Savings Account books, of Settie Weil during the period 1958 through 1960; all deeds, leases and contracts made by the said Settie Weil in the year 1957 and in subsequent years; the letter from T. E. Twitty to Settie Weil dated, to wit, September 9, 1959; statement of assets and liabilities of Settie Weil as of the date of the appointment of A. Richard Ely as her Guardian.

Complainant further moves that the Respondent A. Richard Ely be further required by said Order to produce each of said documents, or copies thereof, at the trial of this cause, which is scheduled for March 15, 1962.

In support of this motion, Complainant avers that the said documents, and each of them, contain evidence which will be both competent and material to

show that at the time said documents were prepared, respectively, the said Settie Weil was mentally competent to attend to her business affairs as reflected by said documents, respectively, and that she did attend to the same, and will be otherwise competent and material evidence in behalf of the Complainant in this cause.

Complainant prays for such other relief to which she may be entitled in the premises.

T. E. Twitty

And

J. B. Blackburn

Solicitors for Complainant

STATE OF ALABAMA)
COUNTY OF MOBILE)

Before the undersigned, a Notary Public in and for said State and County, personally appeared T. E. TWITTY, one of the Solicitors of record for the Complainant in the above styled cause, who, being by me first duly sworn, on oath deposes and says, that the allegations of the foregoing Motion are true and that the said documents contain competent and material evidence in behalf of the Complainant in the said cause, which evidence is not otherwise obtainable.

T. E. Twitty

Subscribed and sworn to before me
this the 5th day of March, 1962.

Notary Public, Mobile County, Alabama

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NOTICE

TO: All Solicitors for the Respondents

Notice is hereby given that the foregoing Motion will be presented to Honorable Hubert Hall, Circuit Judge of Baldwin County, Alabama, on Monday, March 12, 1962, at the hour upon which said Court first convenes, and will be heard at said time and place, or as soon thereafter as counsel may be heard.

Solicitor for Complainant

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing Motion and Notice upon the Respondents by delivering the same personally to John Chason, Esquire, Mayer W. Perloff, Esquire, and Edward J. Curran, Jr., Esquire, this the 8th day of March, 1962.

FILED
MAR 9 1962
ALICE L. DUCK, CLERK
REGISTER

Solicitor for Complainant

BARBARA B. ROBERTSON, Complainant,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
A. RICHARD ELY, as Guardian and as Administrator cum Testamento annexo of the Estate of Settie Weil, Deceased, et al., Respondents.	)	IN EQUITY NO. 4731

Come John Chason, as one of the Solicitors of record for A. Richard Ely as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased, Mayer W. Perloff and Edwin J. Curran, as the Solicitors of record for all of the other Respondents in the above styled cause, except those against whom a decree pro confesso has been rendered, and file this their petition and show unto this Honorable Court and unto Your Honor as follows:

1. That this Court has rendered a decree in the above styled cause on March 16, 1962, under which decree the sum of $21,000.00 has been paid to the Register of the Court, out of which payment the sum of $234.60 has been paid as court costs in accordance with the terms of said decree leaving a balance of $20,765.40. That the Court retained jurisdiction of said cause for the purpose of enforcing the decree and ordering the distribution of the balance of said funds to the parties entitled thereto.

2. That Chason & Stone had previously filed their claim against the Estate of Settie Weil in the Probate Court of Mobile County, Alabama, in the sum of $3,000.00 for services rendered by them to Settie Weil, the Guardian of Settie Weil and the Administrator With The Will Annexed of the Estate of Settie Weil in connection with the defense of the above styled cause and the said Chason & Stone have agreed that if such case should be settled without trial that they would reduce their fee to $2,000.00, plus expenses incurred by them. That such settlement was entered into and a retainer fee of $250.00, which had been paid by Settie Weil, was credited against their fee of $2,000.00 reducing such fee to $1,750.00. That expenses have been incurred by Chason

& Stone in the sum of $166.00 making a total now due such firm in the sum of $1,916.00. That such attorneys' fee should be paid out of the funds now on deposit with the Register of this Court.

3. That after payment of the attorneys' fee hereinabove referred to there will remain in the hands of the Register, for distribution, the sum of $18,849.40. That no administration of the Estate of Settie Weil is pending in Baldwin County, Alabama, but the said A. Richard Ely was duly appointed by the Probate Court of Mobile County, Alabama, as Administrator With The Will Annexed of such estate and such administration is still pending. That the Register of this Court should pay over to such Administrator the remaining amount held by her under the decree of this Court hereinabove referred to.

WHEREFORE, your Petitioners pray that this Court will enter its order or decree, without further notice, ordering and directing such Register to pay to Chason & Stone the sum of $1,916.00 and ordering such Register to pay to A. Richard Ely as Administrator With The Will Annexed the sum of $18,849.40, and your Petitioners pray for such other and further orders and decrees as may be necessary in the premises.

FILED

MAR 30 [illegible]

ALICE J. DUCK, CLERK REGISTER

As Solicitors for all Respondents except those against whom a decree pro confesso has been rendered.

BARBARA B. ROBERTSON,

Complainant

vs.

A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased, et al.,

Respondents

* * * * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 4731

* * * * * * * * * * * * * * * * * *

PETITION

* * * * * * * * * * * * * * * * * *

FILED

MAR 30 1962

ALICE J. DUCK, CLERK REGISTER

BARBARA B. ROBERTSON, Complainant,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
VS.	)	
A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, deceased; et al, Respondents.	)	IN EQUITY CASE NO. 4731

STIPULATION OF THE PARTIES

It is stipulated and agreed between the parties executing this agreement by and through their respective Solicitors of record in this cause, that upon the payment of the sum of TWENTY-ONE THOUSAND DOLLARS ($21,000.00) by the Complainant, Barbara B. Robertson, to the Register of this Court within thirty (30) days from the date of this agreement, a decree of specific performance may be entered in this cause by the Court requiring each of the Respondents specifically to perform the agreement between the Complainant, Barbara B. Robertson, and Settie Weil, dated, to wit, July 31, 1959, a copy of which is attached to the Amended Bill of Complaint herein; that the property referred to in said agreement is correctly described in the letter of Title Insurance Company dated August 19, 1959, a copy of which is attached to the Bill of Complaint herein as "Complainant's Exhibit B", and that the said decree of specific performance shall vest in the Complainant, Barbara B. Robertson, the fee simple title to the said property as so described in said "Complainant's Exhibit B", (subject only to current ad valorem taxes thereon not yet due), and that the costs of this proceeding shall be taxed against the Respondents.

It is further stipulated and agreed between the parties that any and all demands for a jury trial of this cause are herewith withdrawn, and each party hereto waives any and all rights to a jury trial, and that the material allegations of the Amended Complaint herein are hereby admitted, and an order of submission may be entered by the Court at any time without further notice to any of the parties, said submission to be upon the pleadings and upon this stipulation and upon such note or notes of evidence as may have been filed by any of the par-

ties hereto before the entry of such decree, and the parties hereto expressly waive any right of appeal from any such order or decree of specific performance.

The Complainant, Barbara B. Robertson, and her Solicitors of record hereby waive any and all claims to damages and attorney's fees for the failure of the said Settie Weil or any of the Respondents to perform said contract or agreement, and Complainant, Barbara B. Robertson, will immediately procure a written power of attorney executed by Hazel Council authorizing Mayer W. Perloff to cancel of record the claim of said Hazel Council against the Estate of Settie Weil.

The parties further stipulate and agree that the Complainant, Barbara B. Robertson, shall be entitled to the immediate possession of said property as soon as such decree is entered.

Each of the parties hereto agrees to execute and deliver such conveyances to said Barbara B. Robertson as may be necessary to enable her to obtain a policy of title insurance from Title Insurance Company of Mobile, in accordance with its said letter dated August 19, 1959.

IN WITNESS WHEREOF, the parties have set their respective hands and seals this the 15th day of March, 1962.

BARBARA B. ROBERTSON, Complainant

By _____
As Her Solicitor of Record

A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, deceased

By _____
As His Solicitor of Record

BLANCHE R. ELY and ALLIE MOOG, Respondents

By _____
As Their Solicitor of Record

BERTHA I. MEYER, RENE STEGE and STELLA MEYER, Respondents

By _____
As Their Solicitor of Record

BARBARA B. ROBERTSON, Complainant,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
VS.	)	IN EQUITY
SETTIE WEIL, et al, Respondents.	)	CASE NO. 4731

DECREE REVIVING CAUSE

This cause coming on to be heard on motion this day filed by the Complainant suggesting the death of the Respondent Settie Weil, and which motion prays that said cause be revived against the parties herein named;

NOW, THEREFORE, upon consideration of the said motion, IT IS ORDERED, ADJUDGED and DECREED that the above stated cause be and the same is hereby revived against A. Richard Ely, as Administrator cum testamento annexo of the Estate of the said Settie Weil, deceased, and against B'Nai Brith, a corporation, and B'Nai Brith, an unincorporated association, and B'Nai Brith of Mobile, Alabama, a corporation, and B'Nai Brith of Mobile, Alabama, an unincorporated association, and against the said Isidore Richard, Blanche R. Ely, Allie Moog, Julia Weis, Lillian Weis Bradley, Bertha I. Meyer, Rene Stege and Stella Meyer, and that A. Richard Ely, as guardian of the said Settie Weil continue to be and remain a party respondent therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that notice of such revival of said cause be issued by the Register of this Court directed to each of said Respondents commanding them to be and appear before this Court within twenty days after the service thereof, to defend this cause in the place and stead of the said Settie Weil, deceased, which notice, together with a copy of the said Amended Bill of Complaint, shall be

served by any Sheriff of the State of Alabama upon those of said Respondents who are individuals and who are residents of the State of Alabama, and that the same be served upon those of said Respondents who are individuals and who are non-residents of the State of Alabama by mailing the same, First Class United States Registered Mail, postage Prepaid, to the respective addresses indicated in said motion, and that the same be served by any such Sheriff upon said B'Nai Brith, a corporation, and B'Nai Brith, an unincorporated association, and B'Nai Brith of Mobile, Alabama, a corporation, and B'Nai Brith of Mobile, Alabama, an unincorporated association, by service upon the agent thereof designated in said motion, or in any other lawful manner.

ENTERED this the 1st day of December, 1961.

Hubert M. Hall
Circuit Judge

FILED
DEC 1 1961
ALICE L. DUCK, CLERK REGISTER

478

BARBARA B. ROBERTSON,	)	IN THE CIRCUIT COURT OF
Complainant,	)	BALDWIN COUNTY, ALABAMA,
vs.	)	IN EQUITY
SETTIE WEIL,	)	
Respondent.	)	CASE NO. 4731

ORDER OVERRULING RESPONDENT'S DEMURRER TO BILL OF COMPLAINT

This cause, this day, coming on to be heard on the demurrer heretofore filed by the Respondent addressed to the Bill of Complaint in this cause, and the Court having heard arguments of counsel in support of and against the said demurrer, and having considered the same, and being of the opinion that the said demurrer should be overruled;

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED that the said demurrer heretofore filed in this cause by the Respondent addressed to the Bill of Complaint, be and the same is hereby OVERRULED.

ENTERED this, the 19th day of January, 1960.

FILED
JAN 21 1960
ALICE L. BUCK, CLERK REGISTER

Hubert M. Hale
JUDGE

BARBARA B. ROBERTSON, Complainant, VS. A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased; et al, Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY CASE NO. 4731

DECREE PRO CONFESSO

This cause coming on to be heard on motion of the Complainant for a decree pro confesso, which motion has been this day filed in this cause, and the Court having considered the same and being of the opinion that said motion should be granted;

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED that said motion be and the same is hereby granted, and the Bill of Complaint, as last amended, in this cause be and the same is hereby taken as confessed against each of the following Respondents, separately and severally: B'NAI BRITH, a corporation; B'NAI BRITH, an unincorporated association; B'NAI BRITH OF MOBILE, ALABAMA, a corporation; B'NAI BRITH OF MOBILE, ALABAMA, an unincorporated association; ISIDORE RICHARD; JULIA WEIS; and LILLIAN WEIS BRADLEY.

Entered by the Court this the 8 day of March, 1962.

FILED
MAR 8 1962
ALICE J. DUCK, CLERK
REGISTER

Hubert M Stace
Judge

C. C. Equity 35—2M—7-59 Note of Evidence

BARBARA B. ROBERTSON,
Complainant,
No. 4731 VS.
A. RICHARD ELY, et al,
Respondents.

Entered on _____
Min. Book No. _____ Entry _____
~~Wx Exxxxxx Xxxxxxxx~~ Register

ORDER OF SUBMISSION

This cause coming on to be heard, is submitted for decree on the pleadings and on the proof as noted.

Dated, March 16, 1962

NOTE OF EVIDENCE

At the hearing of this cause the following note of evidence was taken to wit:

FOR COMPLAINANT

Amended Bill of Complaint; admissions in pleadings of the Respondents; decree pro confesso heretofore entered against certain Respondents; Stipulation of the parties heretofore filed in this cause.

Alice J. Quick
Register

J. E. Smith
Solicitor—For Complainant

FOR RESPONDENT

FILED, 3-16-62

_____ Register

_____
Solicitor—For Respondent

No. 111

Vs.

ORDER OF SUBMISSION
NOTE OF EVIDENCE

Filed _____

_____
Register

Ent. Min. No. _____ Entry _____

BARBARA B. ROBERTSON, Complainant, VS. A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, deceased; et al, Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY CASE NO. 4 7 3 1

D E C R E E

This cause having been submitted for final decree herein by order of submission heretofore entered, and coming on to be heard on the pleadings and the decree pro confesso heretofore entered herein, and on the stipulation of the parties filed herein, and on the note of testimony filed by the Complainant herein, and the Court having considered the same, and it appearing to the Court therefrom that the Complainant has heretofore deposited the sum of Twenty-One Thousand Dollars ($21,000.00) with the Register of this Court in full payment of the purchase price of said property, and the Complainant is, therefore, entitled to the relief prayed for in the Complaint herein, as last amended, to the extent that such relief is herein granted;

It is, therefore, considered, ordered, adjudged and decreed by the Court that specific performance of the agreement dated, to wit, July 31, 1959, between the Complainant, Barbara B. Robertson, and Settie Weil, is hereby granted to the Complainant and each of the Respondents in this cause is hereby required specifically to perform said agreement, and the fee simple title to the property which is the subject matter of said agreement is hereby vested in the Complainant, Barbara B. Robertson, (subject only to the lien of current ad valorem taxes thereon not yet due), said property being situated in Baldwin County, Alabama, and being more particularly described as follows:

From the Northeast corner of Section 25, Township 6 South, Range 1 East, run West 784.65 feet to a point on the Center/ Line of U. S. Highway No. 98; thence run South 12 degrees 00 minutes 38 seconds West, 1382.8 feet; thence run South

21 degrees 15 minutes West, 1951.4 feet; thence run North 54 degrees 54 minutes West, 36.5 feet to a point on the Western margin of said U. S. Highway No. 98, at the Southeast corner of the fence about the Settie Weil Property, for a point of beginning; Thence run North 54 degrees 54 minutes West, 921.7 feet, more or less, to a point on the Eastern margin of Mobile Bay; thence run Northwardly along the Bay Shore and following the meanderings thereof to a point situated North 32 degrees 34 minutes East, 104.7 feet from the last specified point; thence run South 57 degrees 12 minutes East, 107 feet to a point at the Northwest corner of the Weil fence; thence run South 56 degrees 38 minutes East, 788.3 feet to a point on the Western margin of said U. S. Highway No. 98, at the Northeast corner of said Weil fence; thence run South 21 degrees 10 minutes West along said margin of said highway, and along said Weil fence, 136.2 feet, to the point of beginning. Lot contains 2.495 acres, more or less, and lies in Lot or Government Subdivision 4, and partly in Lot or Government Subdivision 2, Section 25, Township 6 South, Range 1 East, Baldwin County, Alabama.

It is further ordered, adjudged and decreed that the Complainant, Barbara B. Robertson, shall be entitled to the immediate possession of said property.

It is further ordered, adjudged and decreed that the Register of this Court shall file a certified copy of this decree in the Probate Court of Baldwin County, Alabama, pursuant to the provisions of Title 47, Section 35, of the Code of Alabama of 1940.

It is further ordered, adjudged and decreed that the costs of this proceeding are hereby taxed against the Respondents and shall be paid out of the said moneys which have been deposited by the Complainant in the Registry of this Court.

It is further ordered, adjudged and decreed that the Court retain jurisdiction of this proceeding for the sole and only purpose of enforcing this decree and ordering the distribution of the balance of said funds to the parties entitled thereto.

Entered this the 16 day of March, 1962.

Hubert M Hall

JUDGE

BARBARA B. ROBERTSON, Complainant, vs. A. RICHARD ELY, as Guardian and as Administrator cum testamento annexo of the Estate of Settie Weil, Deceased, et al. Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY NO. 4731

This matter coming on to be heard on a petition filed by certain Respondents in the above styled cause and it appearing to the Court that such petition should be granted, it is therefore

ORDERED, ADJUDGED and DECREED by the Circuit Court of Baldwin County, Alabama, In Equity, that Alice J. Duck, as the Register of said Court shall pay to Chason & Stone as Solicitors, the sum of $1,916.00;

It is further ORDERED, ADJUDGED and DECREED by the Court that Alice J. Duck, as Register of said Court, shall pay to A. Richard Ely as the Administrator With the Will Annexed of the Estate of Settie Weil, Deceased, the sum of $18,849.40. Upon payment of the above amounts the funds on hand will then be fully disbursed and the decree rendered by this Court on March 16, 1962, will then be fully complied with.

Done this the 30 day of March, 1962.

FILED
MAR 30 1962
ALICE J. DUCK, CLERK
REGISTER

Hubert M. Stone
Judge

BABARA B. ROBERTSON,

Complainant,

vs.

A. RICHARD ELY, as Guardian and as Administrator cum to testamento annexo of the Estate of Settie Weil, Deceased, et al.

Respondent

* * * * * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 4731

* * * * * * * * * * * * * * * * * *

FINAL DECREE

* * * * * * * * * * * * * * * * * *

(1)

Demand for Oral Examination.

MOORE PRINTING CO., BAY MINETTE, ALA.

The State of Alabama,
Baldwin County

BARBARA B. ROBERTSON,

Complainant

VS.

SETTIE WEIL and A. RICHARD ELY, as her Guardian, Jointly and Severally

~~Defendants~~ Respondents.

CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

In Equity.

The Respondent Settie Weil and the Respondent A. Richard Ely as her Guardian, acting by and through John Chason as one of their attorneys of record requests the oral examination of the following named witnesses, on behalf of the Respondents - viz: Dr. James K. Ward, Hill Crest Sanitarium, Birmingham, Alabama, and that such testimony be taken at the Hill Crest Sanitarium at 1:30 P. M. on Monday, March 6, 1961.

said witnesses reside in the County of Jefferson State of Alabama.

Marron A. Spinks or any member of the Birmingham Court Reporting Company who resides at 521 Frank Nelson Building, Birmingham, Alabama.

or, The Register of this Court is suggested as a suitable person to be appointed Commissioner to take the deposition of said witness on such oral examination.

John Chason

Solicitor for Respondents

4731

CIRCUIT COURT OF
Baldwin County, Alabama

IN EQUITY

_____

_____

_____ Complainant

vs.

_____

_____ Defendant

DEMAND FOR ORAL EXAMINATION

Filed FILED 19

FEB 24 1961

_____ Register.

ALICE J. DUCK, CLERK REGISTER

DEMAND FOR ORAL EXAMINATION

The State of Alabama,
Baldwin County

BARBARA B. ROBERTSON

Complainant

vs.

SETTIE WEIL, ET AL.,

Defendant S

CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

In Equity.

NO. 4731

The complainant, Barbara B. Robertson, acting by and through J. B. Blackburn, as one of her attorneys,

requests the oral examination of the following named witnesses, on behalf of the complainant: JAMES MAYTON, Mobile, Alabama, and that such testimony be taken at the office of Inge, Twitty and Duffy, 13th Floor, Merchants National Bank Building, Mobile, Alabama, at 3:00 o'clock P. M., on Thursday, March 8, 1962; and LILLIAN THOMAS and JOSEPHINE LAMPHIER at 3:00 o'clock P. M., on Friday, March 9, 1962, at their respective residences at Battles Wharf, Alabama

said witnesses reside in the ~~County~~ Counties of Mobile and Baldwin,

State of Alabama.

Dorothy Leamy, a Notary Public, who resides at

Mobile, Alabama

or, The Register of this Court is suggested as a suitable person to be appointed Commissioner to take the deposition of said witness on such oral examination.

Dated this 5th day of March, 1962.

J. B. Blackburn

One of the Solicitors for Barbara B. Robertson, Complainant

Filed
3-5-62
Alice J. Duck
Register

Circuit Court

Of Baldwin County, Alabama

IN EQUITY

_____ Complainant

vs.

_____ Defendant

DEMAND FOR ORAL EXAMINATION

Filed _____ 19____

_____ Register.