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Frank L Brown and
Rosa M Brown
vs.
Edythe M Wgall

CIRCUIT COURT OF

Baldwin COUNTY.
IN EQUITY.

I, J W Reimann, Register of said Court, do hereby certify that I

did, on the 1st day of July 1926, send to

Edythe M Wgall Defendant

whose address was 1456 Clarkson Street Denver Colorado,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 12 day of July 1926

Witness my hand, this 13th day of July 1926

J W Reimann Register.

No.

CIRCUIT COURT OF
BALDWIN COUNTY.
IN EQUITY.

Fred L Brown

Rion M Price

vs.

Edyer M Wyatt

CERTIFICATE OF REGISTER AS TO NOTICE
BY REGISTERED MAIL.

Filed in office on this

13th

day of

July

192

6

D. M. [Signature]

Register.

refuse to accept from your orators the balance due under said contract and to convey unto them as provided under said contract.

Your orators further allege that they are ready and willing and at all times since the execution of the aforesaid contract have been ready, able and willing to carry out the agreement made by them in said contract.

Wherefore your petitioners pray this honorable court will take jurisdiction of the cause made by this bill or complaint; that the said Edyth M. Wyatt be made party defendant hereto and be required to please, answer or demur within the time and under the usual penalties prescribed by law and the practise of this honorable court. Your orators pray that upon the final hearing of this cause this honorable court will ascertain the amount due from your orators to the said Edyth M. Wyatt under the aforesaid contract and that the said Edyth M. Wyatt, upon the payment to her of such amount, be required to specifically perform said contract and to convey said property to your complainants; that in the event she shall fail to convey as the court will order and decree, that this court will permit your orators to pay into this honorable court such sum as this court shall find to be due under the said contract and that upon their paying into this court such amount, this court will cause a proper conveyance to be executed conveying to them the title of the said Edyth M. Wyatt in and to the aforesaid lands and your orators do offer to do and perform whatsoever this court shall in equity require of them and they pray for such other, further and different relief as in equity and good conscience they shall be entitled to receive in the premises.

Richard Beecher

Solicitors for complainants.

ARTICLES OF AGREEMENT, made this second day of July in the year of our Lord Nineteen hundred and twenty (1920) between Edyth M. Wyatt of Denver, County of _____ and State of Colorado, party of the first part, and Fred L. Brown and Rion M. Price of Baldwin County, Alabama, party of the second part:

WITNESSETH, That if the party of the second part shall first make payments and perform the covenants hereinafter mentioned on their part, to be made and performed, the party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all encumbrances whatsoever, by a good and sufficient Warranty Deed, the lot, piece or parcel of ground situated in the County of Baldwin and State of Alabama, known and described as follows, to-wit:

The Northeast quarter ($NE\frac{1}{4}$) of the Southeast ($SE\frac{1}{4}$) of Section thirty-one (31) Township five (5) South Range four (4) East.

and the said party of the first part hereby covenants and agrees to pay to the said party of the second part the sum of Twelve Hundred (\$1200) Dollars, in the manner following: One Hundred (\$100) Dollars on executing this agreement:

Eleven Hundred (\$1100) Dollars on or before July 2nd. A. D. 1925.

The said second party may have the right to pay at any time \$100 more to apply on this contract.

with interest at the rate of eight per cent per annum, payable annually, on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said lands, subsequent to the year 1920. And in case of the failure of the said party of the second part to make either of the payments, or any part thereof, or to perform any of the covenants on their part made and entered into, this contract, shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payment made by them on this contract, and such payments shall be retained by the party of the first part in full satisfaction and in liquidation of all damages by her sustained and she shall have the right to re-enter and take possession of the premises

aforesaid.

It is mutually agreed, by and between the parties hereto, that the time of payment shall be material and the essence of this contract; and all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In witness whereof, the parties to these presents have hereunto set their hands and seal, the day and year first above written.

Edyth M. Wyatt, widow (Seal)

Fred L. Brown (Seal)

Rion M. Price (Seal)

Witness, J. H. Goodknight

Witness, James W. Luther

The State of Alabama, }
Baldwin County.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama--GREETING :

WE COMMAND YOU, That you summon

Edyth M. Wyatt,

of ~~Denver Colorado~~ ~~County~~ to be and appear before the Judge of the Circuit Court
of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by
Fred L. Brown and Rion M. Price,

against said Edyth M. Wyatt,

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 1st day of
July 1926

T. W. Richerson Register.

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

Original

SERVE ON _____

Circuit Court of Baldwin County
In Equity.

No. _____

SUMMONS

Fred L. Brown & Rion M. Price.

vs.

Edyth M. Wyatt.

Rickarby, Beebe & Hall.

Solicitor for Complainant

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this _____

day of _____ 192_____

Sheriff.

Executed this _____ day of _____

192_____

by leaving a copy of the within Summons with _____

Defendant.

Sheriff.

By _____

Deputy Sheriff.

*Copy of Summons &
Copy of Complaint
Registered & Deft
July 1, at 1926.
T. W. Rickarby
Register*

FRED L. BROWN and RION M. PRICE,
COMPLAINANTS.

VS.

EDYTHE M. WYATT,
RESPONDENT.

NUMBER _____

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

INTERROGATORIES PROPOUNDED TO THE COMPLAINANTS BY THE
RESPONDENT, UNDER AND BY VIRTUE OF THE PROVISIONS OF SECTIONS
7764, ET SEQ., OF THE CODE OF ALABAMA, 1923:

FIRST INTERROGATORY:- State where each of the com-
plainants resides. If the contract or any part of it or the
negotiations leading up to it or subsequent arrangements with
reference to it were verbal, name the dates and individuals
negotiating and give the substance thereof. State in detail
what respondent did to place complainants in possession of the
land.

SECOND INTERROGATORY:- What did defendant do to show her
agreement to perfect the title against Cramer, and give the date.
If such agreement was in writing, attach the instrument or copies
to your answer and mark them "1", "2", "3", etc., according to
their number. If you haven't the original or copies, give the
substance of the agreement. You state in your bill of complaint
that respondent agreed that no further payment should be made on
the contract pending perfection of the title. Give the date of
this agreement and if by written instrument attach the same or a
copy to your answers and mark "Exhibit A". If you haven't the
original or a copy, state the substance and state who has the
original and what individual delivered it to him.

THIRD INTERROGATORY:- State fully what interest com-
plainants or either of them had in the land or the contract, copy
of which is attached to your bill of complaint as "Exhibit A",
in July or August, 1925. What individual at that time had pos-
session of the original, and what individual gave it to him?
Did complainants at that time have the money to pay the contract
price? If so, in what form was the money held by them? If in a
bank, state in what bank, and in whose name, and who had a right
to withdraw it from the bank. Had not complainants at that time
sold or transferred their interest in the contract or in the land,

if not, did they ever sell or transfer their interest in the contract or in the land, and if so, state when, and to whom. Was the transfer in writing? If so, attach the written instrument or a copy to your answers hereto and mark "Exhibit A-1". If you haven't the original or a copy, state who has the original written instrument, and state its substance. State what amount you received for your interest in this contract and in the land, by whom it was paid, and when it was paid, and how it was paid. You say in your bill of complaint that complainants offered immediately to complete the purchase of said property. State when and how such offer was made. If in writing, attach the document or a copy to your answer and mark "Exhibit A-a", and if you haven't the original, state who has it, and state the substance of it. Is it not a fact that complainants in this suit never, during the entire years 1920 to 1925, inclusive, had in their possession sufficient money to pay the balance due on the contract. If they did, have this money, in what form did they have it. If in bank state in what bank and when it was deposited and by whom it was to be withdrawn. Give the name and location of every bank in which complainants or either of them kept their funds throughout the years 1920 to 1925, inclusive.

FOURTH INTERROGATORY:- Do complainants or either of them possess or occupy any of the premises described in the complaint? State what part of the said premises are so occupied, by whom, and with whose permission they are so occupied, and if the premises are occupied by complainants by permission of either A.F.Wesley or Frank Novak, give the terms of the agreement between complainants and the said Wesley and Novak. Did not complainants turn over, transfer or assign all of their rights in the premises and in the contract to A.F.Wesley, or to A.F.Wesley as the agent of Frank Novak, or to Frank Novak, and if so, state when. If the transfer was in writing, attach the original or a copy thereof to your answers and mark "Exhibit C-c", and if you have not the original or a copy thereof, or if the transfer was verbal, state the substance of the agreement. Isn't it a fact that the said Wesley or the said Novak have purchased from you

all your rights in the contract and in the land? What amount of money was received by you for such transfer? When and from whom was it received?

FIFTH INTERROGATORY:- Isn't it a fact that you have not paid to respondent the interest under the contract of July 2nd., 1920? Isn't it a fact that you have never paid to respondent any other money than the original one hundred dollars when the contract was made? Isn't it a fact that you have never paid the taxes on this land? Isn't it a fact that respondent has insisted that you pay or deposit the interest under the terms of the contract? Isn't it a fact that the respondent insisted that you pay the taxes on the land? State fully and in detail all payments made by you for and on account of this land, giving the dates, the amounts, the persons to whom paid, and the purpose for which paid, and if you have paid any taxes on the land, give the dates of the payments, the amounts of the payments, and the years for which they were paid.

SIXTH INTERROGATORY:- Is it not a fact that one Novak claims all of your rights under the contract? Where does Novak reside, and what is his full name? Did he not deposit the money to purchase this land, and if so, state where he deposited it, and when, and in whose name and under what instructions for its withdrawal. Is it not a fact that complainants received part of the money so paid by Novak for their interest in this contract? When did they receive it, how much did they receive, and from whom did they receive it? Has Novak ever lived in Baldwin County, or occupied this land or any part of it? Isn't it a fact that Novak demanded return of his money and did not receive it because part of it had been paid over to the complainants in this suit?

SEVENTH INTERROGATORY:- State in detail what arrangements complainants have made with Novak and with Wesley with reference to their rights under the contract, and give the dates. State in detail what arrangements Wesley had with Novak with reference to this contract and to this land. Is Wesley your agent or Novak's agent? Did you not deliver the original of "Exhibit A" attached to your bill of complaint to Novak or to A.F.Wesley? When was this done? Was it ever returned to you, and when?

EIGHTH INTERROGATORY:- Is it not a fact that Judge William S. Anderson of Bay Minette was employed by you to quiet title against Cramer? Is it not a fact that Judge Anderson represented you in reality, and Mrs. Wyatt only because her name was necessary in the proceedings? Is it not a fact that you were not in a position to pay the interest, and that you told Judge Anderson you couldn't pay the interest? Isn't it a fact that you merely adopted the idea that you didn't owe Mrs. Wyatt the interest simply to gain time and because you didn't have the money to pay her under the contract? Did not Novak, after the expiration of the contract and after Mrs. Wyatt had cancelled or undertaken to cancel the contract, offer to pay sixteen hundred and seventy-five dollars for the land? If not, what did he offer to pay? How much of this total sum was to be received by you, how much of it was to be received by A.F.Wesley, and how much of it was planned to be paid over to Mrs. Wyatt?

NINTH INTERROGATORY:- State what individuals employed the solicitors for the complainant in this suit to file the suit. Who paid or agreed to pay their fee?

B.F. McMillan, Jr. & Grove
AS SOLICITORS FOR RESPONDENT.

STATE OF ALABAMA,)
COUNTY OF MOBILE.)

Before me, Lelia C. Harris, a Notary Public in and for said State and County, personally appeared B.F. McMillan, Jr., a member of the firm McMillan & Grove, solicitors for the respondent in the above entitled cause, who, after being by me first duly sworn, deposes and says that the answer of the complainants to the foregoing interrogatories, will, if truly made, be material evidence for the respondent on the trial of said cause.

B.F. McMillan, Jr.

Sworn to and subscribed before me, this 12th. day of August, 1926.

Lelia C. Harris
Notary Public, Mobile County, Alabama.

We accept service of the foregoing interrogatories and waive further notice.

Dated, this _____ day of August, 1926.

AS SOLICITORS FOR COMPLAINANTS.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Charles R. Hall, a Notary

Public in and for said State and County, this day personally appeared

H. M. Stace, who is known to me, and who, being

by me duly sworn, deposes and says that he is attorney for the com-

plainants in the case of Fred L. Brown and Hion M. Price vs. Edyth

M. Wyatt, in which case complainants sue for specific performance of

a contract to convey certain land; that he is informed and believes

and upon such information and belief says that the address of the

said Edyth M. Wyatt is 1450 Clarkson Street, Denver, Colorado, and

that the said Edyth M. Wyatt is not a resident of Baldwin County,

Alabama.

H. M. Stace

Sworn and subscribed to before me, on this the 26 day of

June, 1926.

Charles R. Hall
Notary Public
Baldwin County, Alabama

1/2

Filed July 20 1926.
T. W. Pickman
Register

~~RECORDED~~

FRED L. BROWN and RICH M. PRICE,
COMPLAINANTS.

VS.

EDYTHE M. WYATT,
RESPONDENT.

NUMBER _____

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

INTERROGATORIES PROPOUNDED TO THE COMPLAINANTS BY THE
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FIRST INTERROGATORY:- State where each of the com-
plainants resides. If the contract or any part of it or the
negotiations leading up to it or subsequent arrangements with
reference to it were verbal, name the dates and individuals
negotiating and give the substance thereof. State in detail
what respondent did to place complainants in possession of the
land.

SECOND INTERROGATORY:- What did defendant do to show her
agreement to perfect the title against Crower, and give the date.
If such agreement was in writing, attach the instrument or copies
to your answer and mark them "1", "2", "3", etc., according to
their number. If you haven't the original or copies, give the
substance of the agreement. You state in your bill of complaint
that respondent agreed that no further payment should be made on
the contract pending perfection of the title. Give the date of
this agreement and if by written instrument attach the same or a
copy to your answers and mark "Exhibit A". If you haven't the
original or a copy, state the substance and state who has the
original and what individual delivered it to him.

THIRD INTERROGATORY:- State fully what interest com-
plainants or either of them had in the land or the contract, copy
of which is attached to your bill of complaint as "Exhibit A",
in July or August, 1925. What individual at that time had pos-
session of the original, and what individual gave it to him?
Did complainants at that time have the money to pay the contract
price? If so, in what form was the money held by them? If in a
bank, state in what bank, and in whose name, and who had a right
to withdraw it from the bank. Had not complainants at that time
sold or transferred their interest in the contract or in the land,

if not, did they ever sell or transfer their interest in the contract or in the land, and if so, state when, and to whom. Was the transfer in writing? If so, attach the written instrument or a copy to your answers hereto and mark "Exhibit A-1". If you haven't the original or a copy, state who has the original written instrument, and state its substance. State what amount you received for your interest in this contract and in the land, by when it was paid, and when it was paid, and how it was paid. You say in your bill of complaint that complainants offered immediately to complete the purchase of said property. State when and how such offer was made. If in writing, attach the document or a copy to your answer and mark "Exhibit A-a", and if you haven't the original, state who has it, and state the substance of it. Is it not a fact that complainants in this suit never, during the entire years 1920 to 1925, inclusive, had in their possession sufficient money to pay the balance due on the contract. If they did, have this money, in what form did they have it. If in bank state in what bank and when it was deposited and by whom it was to be withdrawn. Give the name and location of every bank in which complainants or either of them kept their funds throughout the years 1920 to 1925, inclusive.

FOURTH INTERROGATORY:- Do complainants or either of them possess or occupy any of the premises described in the complaint? State what part of the said premises are so occupied, by whom, and with whose permission they are so occupied, and if the premises are occupied by complainants by permission of either A.F.Wesley or Frank Novak, give the terms of the agreement between complainants and the said Wesley and Novak. Did not complainants turn over, transfer or assign all of their rights in the premises and in the contract to A.F.Wesley, or to A.F.Wesley as the agent of Frank Novak, or to Frank Novak, and if so, state when. If the transfer was in writing, attach the original or a copy thereof to your answers and mark "Exhibit C-c", and if you have not the original or a copy thereof, or if the transfer was verbal, state the substance of the agreement. Isn't it a fact that the said Wesley or the said Novak have purchased from you

all your rights in the contract and in the land? What amount of money was received by you for such transfer? When and from whom was it received?

FIFTH INTERROGATORY:- Isn't it a fact that you have not paid to respondent the interest under the contract of July 2nd., 1920? Isn't it a fact that you have never paid to respondent any other money than the original one hundred dollars when the contract was made? Isn't it a fact that you have never paid the taxes on this land? Isn't it a fact that respondent has insisted that you pay or deposit the interest under the terms of the contract? Isn't it a fact that the respondent insisted that you pay the taxes on the land? State fully and in detail all payments made by you for and on account of this land, giving the dates, the amounts, the persons to whom paid, and the purpose for which paid, and if you have paid any taxes on the land, give the dates of the payments, the amounts of the payments, and the years for which they were paid.

SIXTH INTERROGATORY:- Is it not a fact that one Novak claims all of your rights under the contract? Where does Novak reside, and what is his full name? Did he not deposit the money to purchase this land, and if so, state where he deposited it, and when, and in whose name and under what instructions for its withdrawal. Is it not a fact that complainants received part of the money so paid by Novak for their interest in this contract? When did they receive it, how much did they receive, and from whom did they receive it? Has Novak ever lived in Baldwin County, or occupied this land or any part of it? Isn't it a fact that Novak demanded return of his money and did not receive it because part of it had been paid over to the complainants in this suit?

SEVENTH INTERROGATORY:- State in detail what arrangements complainants have made with Novak and with Wesley with reference to their rights under the contract, and give the dates. State in detail what arrangements Wesley had with Novak with reference to this contract and to this land. Is Wesley your agent or Novak's agent? Did you not deliver the original of "Exhibit A" attached to your bill of complaint to Novak or to A.F. Wesley? When was this done? Was it ever returned to you, and when?

EIGHTH INTERROGATORY:- Is it not a fact that Judge William S. Anderson of Bay Minette was employed by you to quiet title against Gramer? Is it not a fact that Judge Anderson represented you in reality, and Mrs. Wyatt only because her name was necessary in the proceedings? Is it not a fact that you were not in a position to pay the interest, and that you told Judge Anderson you couldn't pay the interest? Isn't it a fact that you merely adopted the idea that you didn't owe Mrs. Wyatt the interest simply to gain time and because you didn't have the money to pay her under the contract? Did not Novak, after the expiration of the contract and after Mrs. Wyatt had cancelled or undertaken to cancel the contract, offer to pay sixteen hundred and seventy-five dollars for the land? If not, what did he offer to pay? How much of this total sum was to be received by you, how much of it was to be received by A.F. Wesley, and how much of it was planned to be paid over to Mrs. Wyatt?

NINTH INTERROGATORY:- State what individuals employed the solicitors for the complainant in this suit to file the suit. Who paid or agreed to pay their fee?

W. Millie Groves
AS SOLICITORS FOR RESPONDENT.

STATE OF ALABAMA,)
COUNTY OF MOBILE.)

Before me, Lelia C. Harris, a Notary Public in and for said State and County, personally appeared B.F. McMillan, Jr., a member of the firm McMillan & Groves, solicitors for the respondent in the above entitled cause, who, after being by me first duly sworn, deposes and says that the answer of the complainants to the foregoing interrogatories, will, if truly made, be material evidence for the respondent on the

B.F. McMillan, Jr.

Sworn to and subscribed before me, this 12th. day of August, 1926.

Lelia C. Harris
Notary Public, Mobile County, Alabama.

We accept service of the foregoing interrogatories and waive further notice.

Dated, this _____ day of August, 1926.

AS SOLICITORS FOR COMPLAINANTS.

FRED L. BROWN AND RION M. RRICE,
COMPLAINANTS.

VS.

EDYTHE M. WYATT,
RESPONDENT.

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

Comes Edythe M. Wyatt, the defendant, and answering the bill of complaint filed against her in this case, says:

1st.- Respondent admits her age and residence as alleged in the bill of complaint, but she does not know as to the ages and residences of complainants, and demands strict proof thereof.

2nd.- Respondent says that on, to-wit, July 2nd., 1920, she did agree that if complainants should first make the payments and perform the covenants mentioned in their contract this respondent would convey and assure to the complainants in fee simple, clear of all incumbrances the land described in the bill of complaint, but whether the document attached to the bill of complaint as Exhibit A is a correct copy of the said contract between complainants and this respondent, this respondent neither admits nor denies, but demands strict proof thereof. Respondent further admits that she permitted the complainants to take possession of the said lands pending performance of complainants' promises under and about the date of the said contract, and she is informed and believes, and upon such information and belief states, that they, or one of them, or their agents or assigns, have had possession ever since, as hereinafter stated, but this respondent further alleges that complainants defaulted in their promises as hereinafter stated and she denies that she ever agreed that no further payments should be made under the contract until the title was perfected against one J.W.Cramer, and this respondent further denies that complainants were at the time or have ever since been able, ready and willing to carry out the terms of their contract with this respondent, and she alleges that they have defaulted in their contract and this respondent has elected to treat the contract as determined and of no effect, as she had a right to do according to its terms.

She denies that the complainants or either of them or their agents or transferees or assignees have any rights under the said contract or on the land.

3rd.- This respondent further alleges that one J.W. Cramer has no right, title or interest in the said land or any part thereof, and that he has no possession of said land or any part thereof. She further alleges that she was under no duty or obligation under her contract with the complainants to perfect title to the land against the said Cramer and further says that she never agreed with the complainants that no further payment should be made on the principal or interest pending perfection of title against the said J. W. Cramer, and further shows that she never waived the provisions of her contract with the said complainants, even though under the contract time of payment is made of the essence of the contract, but complainants defaulted in performance of their contract with this respondent by their failure to pay the moneys due under the contract, by their failure to pay the taxes on the land, and by their insistence that this respondent pay bills for complainants, such as solicitors' fees, taxi hire and other charges for which this respondent was not liable, and the payment of which by these respondent complainants made a condition to their further performance under the contract.

4th.- This respondent is informed and believes, and under such information and belief states, that subsequent to the making of the said contract, and after complainants' default as hereinabove stated, and after the termination of the said contract, complainants sold, transferred, conveyed or released all their rights under the contract to one A.F. Wesley or to one Frank Novak, who is a non-resident of Alabama, and who, this respondent is informed and believes, resides somewhere in South Dakota, and complainants at the time of the filing of this bill, had no rights under the contract or interest therein. Respondent further shows that during the months of July and August, 1925, the said Wesley and Novak, after taking over whatever rights complainants had in the said contract, through their lawfully authorized agent or attorney, agreed with respondent to purchase this land for seventeen hundred and sixty-five dollars, and respondent

agreed to sell the land for that amount in cash, but the agreement was for immediate acceptance; said attorneys prepared a deed for this respondent to execute, and forwarded same on to her, and instructed this respondent to sign and return the said deed through the Baldwin County Bank with draft attached for the said sum, and this respondent complied with this request and notified the said attorney of her action, on, to-wit, August 28th., 1925, but the draft was not honored and the papers were returned to respondent's bank in Denver, Colorado. This respondent shows that her offer to sell the said land at that time for seventeen hundred and sixty-five dollars was for immediate acceptance only, and the attorneys for the purchasers were notified to that effect. After the said draft was not paid, and on, to-wit, September 29th., respondent advised the said attorneys in substance that her offer to take seventeen hundred and sixty-five dollars for the land would not hold good after the first week in October, and she alleges that the purchasers did not pay the amount within that time. This respondent therefore shows that she is not under any valid and existing agreement liable in this suit to either the complainants or to their said transferees.

CROSS-BILL.

Having hereinabove fully answered the bill of complaint filed against her by the said Fred L. Brown and Rion M. Price, as complainants, this respondent as cross-complainant brings this cross-bill against the said complainants and each of them, as cross-respondents, and shows:

1st.- This cross-complainant refers to paragraphs 1-2^{acc} of the foregoing answer and by reference makes said paragraphs a part of this cross-bill, and further alleges: Since the making of the contract with the said Fred L. Brown and Rion M. Price hereinabove referred to, they or some one for them or as their transferee or assignees under the said contract, did, on, to-wit, July 16th., 1923, file for record in the Probate Court of Baldwin County, Alabama, the original instrument of July 2nd., 1920, hereinabove referred to, and the same has been recorded in the office of the Probate Judge of said county, in Book 28 of Mortgages,

pages 526 and 527, and therefore stands as a cloud on cross-complainant's title, and the said cross-respondents or one of them, or their agent, by permission of the said A.F. Wesley and Frank Novak, or one of them, has taken possession of part of said lands, although they have no right thereto, and refuse to deliver possession of the said land. This cross-complainant therefore prays that your Honor will take jurisdiction of the cause made by this cross-bill, that by proper process issuing to them from this court the said Fred L. Brown and Rion M. Price be made parties respondent hereto, and by proper procedd issuing to them from this Court, be required to answer the charges herein made against them in all things as required by the rules and practice of this Court.

Cross-complainant further prays that upon hearing the evidence in this case your Honor will order, adjudge and decree that the contract of July 2nd., 1920, between cross-complainant and cross-respondents has expired, and that the said cross-respondents and neither of them have any rights thereunder. And will further order, adjudge and decree that the said contract be delivered up by the said cross-respondents and cancelled, that the said cross-respondents cancel same on the records of Baldwin County, Alabama, or, failing in this, that the Register of this Court be required to enter cancellation of said contract on the said records. Cross-complainant further prays that this Court will order, adjudge and decree that the said cross-respondents be required to surrender possession of the said land and be enjoined from further trespassing thereon. This cross-complainant further prays for such other, further and different relief as in equity and good conscience may be due her in the premises.


SOLICITORS FOR EDYTHE M. WYATT.

Note: The cross-respondents, Fred L. Brown and Rion M. Price, are required to answer each allegation and paragraph of the foregoing cross-bill, but answer under oath is hereby waived.


SOLICITORS FOR EDYTHE M. WYATT.