

MRS. SADIE L. THOMPSON,
Plaintiff,

vs.

DAVID CHAMBLESS,

Defendant.

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

NO. 1092.

Comes the defendant in the above styled cause and demurs to the complaint heretofore filed in this cause, and for ground of such demurrer says:

There is no equity in the bill.

Beebe & Hall
Attorneys for Defendant.

MRS. SADIE L. THOMPSON,
Plaintiff,

vs.

DAVID CHAMBLESS,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 1092.

DEMURRER.

Filed Jan 13 1933.

D. W. Richardson
Clerk.

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 DAVID CHAMBLESS,

(PERDIDO STATION, ALA.)

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

MRS. SADIE L. THOMPSON

against said DAVID CHAMBLESS

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 16th day of

December 192 32

T. W. Richerson Register.

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

Doc # 17 page 34
Original
SERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

MRS. SADIE L. THOMPSON

VS.

DAVID CHAMBLESS

(PERDIDO STATION, ALA)

Henry J. Moore
Solicitor for Complainant

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this.....

day of..... 192.....

.....
Sheriff.

Executed this *16th* day of

December 192*32*

by leaving a copy of the within Summons with

David Chambliss

.....
Defendant.

W R Stewart
Sheriff.

By.....
Deputy Sheriff.

DAVID CHAMBLESS,
Complainant,
vs.

M. J. THOMPSON and
MRS. SADIE L. THOMPSON,
Respondents.

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

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA, IN EQUITY:

Comes your complainant, DAVID CHAMBLESS, and respectfully
represents and shows unto your Honor and this Honorable Court as fol-
lows:

FIRST:

That your complainant and the respondents are residents
of Baldwin County, Alabama, over twenty-one years of age.

SECOND:

That on January 5, 1922, the respondents entered into a
contract with the complainant to sell and convey to him upon the per-
formance of the conditions set out therein the following described
lands in Baldwin County, Alabama, to-wit:

The Northwest quarter of the Northwest quarter and the
North half of the Northeast quarter of the Northwest
quarter of Section six (6), Township one (1) South of
Range five (5) East, containing sixty acres more or
less;

that a copy of said contract is hereto attached, marked Exhibit "A"
and asked to be made a part hereof as though set out herein in full.

THIRD:

That the complainant accepted the terms of the said con-
tract and went into possession of the said land and has remained in
possession thereof until this time.

FOURTH:

That the complainant has fully complied with the terms
and conditions set out in said contract and paid to the respondents
all the money due thereunder.

FIFTH:

That upon the compliance of the conditions set out in said contract and the payment to the respondents of the amount due thereunder, the complainant demanded of the respondents a conveyance in accordance with the terms of the contract. Although such conveyance was demanded and has repeatedly since that time been demanded, the respondents have failed, neglected and refused and do now fail, neglect and refuse, to make conveyance to the complainant in accordance with the said contract.

SIXTH:

That in December, 1927, the respondents entered into an oral agreement with the complainant, whereby the complainant agreed to purchase, and the respondents agreed to sell, for and at the price of Two Thousand Dollars (\$2,000.00), the following described land in Baldwin County, Alabama, to-wit:

The Southwest quarter of the Northwest quarter of Section six (6), Township one (1) South of Range five (5) East, containing forty acres more or less;

that said agreement was separate and distinct from the original contract in writing entered into between the complainant and respondents as herein set out in Paragraph "SECOND".

SEVENTH:

That the complainant accepted the terms of said oral agreement and the respondents delivered over to him the possession of said lands and he immediately went into the actual possession thereof and has remained in possession thereof until this time; that the respondents agreed and were to, upon the receipt of the said purchase price, to-wit, Two Thousand Dollars (\$2,000.00), convey a full and complete title to the said last described lands to the complainant.

EIGHTH:

That at the time the said oral agreement for the purchase of the said land was entered into it was agreed by and between the parties thereto, and made a part of said agreement, that the said

parties would sell to the State of Alabama gravel to be used for surfacing highway, which gravel was to be taken from the sixty acres of land hereinabove first described; that all monies received were to be by the respondents and by them credited to the account of the complainant in the purchase of said forty acres of land herein described.

NINTH:

That the respondents did, in accordance with the agreement, sell gravel to the State of Alabama and received pay therefor.

TENTH:

That the respondents have received from and/or to the credit complainant of the amount of the purchase price, to-wit, Two Thousand Dollars (\$2,000.00), in compliance with the terms of said oral agreement.

ELEVENTH:

That the complainant has fully complied with the terms and conditions of said oral agreement and demanded from the respondents a deed to said land, to-wit:

The Southwest quarter of the Northwest quarter of Section six (6), Township one (1) South of Range five (5) East;

that although the complainant has demanded a compliance on the part of the respondents and the execution of said deed, the respondents have and do now refuse to execute their part of the agreement and deliver deed to the complainant.

TWELFTH:

That the complainant has at all times and does now stand ready, able and willing to comply with the terms and conditions of the written and oral contracts hereinabove set out.

PRAYER FOR PROCESS.

WHEREFORE, the premises considered, your complainant prays that your Honor will by proper process make the said M. J. Thompson and Mrs. Sadie L. Thompson parties respondent to this Bill of Complaint, requiring them to plead, answer and demur to the same within the time and under the penalties prescribed by law and under the practice of this Honorable Court.

PRAYER FOR RELIEF.

Complainant further prays that upon a final hearing of this cause your Honor will enter an order and decree, requiring the said respondents, M. J. Thompson and Mrs. Sadie L. Thompson, to execute to complainant a sufficient conveyance of said property, to-wit:

The Northwest quarter of the Northwest quarter and the North half of the Northeast quarter of the Northwest quarter of Section six (6), Township one (1) South of Range five (5) East, containing sixty acres more or less, in Baldwin County, Alabama.

Complainant further prays that your Honor will enter an order and decree requiring the respondents, M. J. Thompson and Mrs. Sadie L. Thompson, to execute to complainant a sufficient conveyance of the following property, to-wit:

The Southwest quarter of the Northwest quarter of Section six (6), Township one (1) South of Range five (5) East, containing forty acres more or less, in Baldwin County, Alabama.

Complainant further prays that your Honor will enter an order and decree against the respondents, M. J. Thompson and Mrs. Sadie L. Thompson, for such amount as to your Honor may seem meet and proper, payable to the complainant, as damages for the respondents' wrongful withholding the said property.

Complainant further prays that in the event he is in error in the relief prayed for, that your Honor will give and grant unto him such other, further, different or general relief as he may be in equity and good conscience entitled to receive. And as in duty bound he will ever pray.

Complainant.

Solicitors for Complainant.

FOOT NOTE:

The respondents are required to answer each and every allegation contained in the foregoing Bill of Complaint in Paragraphs FIRST to TWELFTH inclusive, but not under oath, oath being hereby

expressly waived.

Complainant.

Solicitors for Complainant.

STATE OF ALABAMA.

BALDWIN COUNTY.

I, David Chambliss, complainant in the above styled cause, have carefully read over and understand the allegations contained in the foregoing Bill of Complaint and know that the facts therein alleged are true.

Sworn to and subscribed before
me, this the 8th day of February,
1934.

Notary Public, Baldwin County,
Alabama.

EXHIBIT "A"

STATE OF ALABAMA, }
BALDWIN COUNTY. }

This agreement made and entered into this 5th., day of January, 1922, by and between M. J. Thompson and Sadie L. Thompson, hereinafter referred to as the parties of the first part and David Chambless, hereinafter referred to as the party of the second part,

WITNESSETH:

That for and in consideration of the sum of Thirteen Hundred (\$1300.00) to be paid as hereinafter stated, the said parties of the first part hereby agrees to convey to the party of the second part, his heirs or assigns, the following described lands, when the said party of the second part has complied in full with the terms of this contract, said lands being described as follows:

The Northwest Quarter of Northwest Quarter and the North half of Northeast Quarter of Northwest Quarter of Section Six, Township One South, Range Five East, Baldwin County, Alabama.

The parties of the first part hereby agree to convey the above described property free from encumbrance, excepting a mortgage to the Federal Land Bank covering this property and the said party of the second part hereby assumes the payment of Five Hundred Dollars of the said mortgage to the Federal Land Bank. The said conveyance of the above described property to be made on the 1st., day of November, 1922, provided the terms of this contract has been complied with, in full.

For and in consideration of the conveyance of the property above described the said party of the second part hereby agrees to pay the sum of Five Hundred Thirty-six and 50/100 (\$536.50) cash, the receipt of which is hereby acknowledged and to pay Five Hundred Dollars of the mortgage due or executed to the Federal Land Bank by the parties of the first part together with the interest accruing on

the said sum of Five Hundred Dollars yearly on the due date of the said payments, and to pay the balance of Two Hundred Sixty-three and 50/100 (\$263.50) as evidenced by one promissory note of even date herewith executed to the parties of the first part by the party of the second part bearing interest at the rate of six percent per annum, said interest and note being payable on the first day of November, 1922.

The said party of the second part is to have and take possession of the said premises immediately and to do and perform all stipulations of this contract as specified herein and upon default in the payment or any provision or stipulation herein contained this contract at the option of the parties of the first part may be declared forfeited by handing a written notice to the party of the second part of said default and if not complied with within three days after service of said notice, then the said forfeiture shall be considered final and it is hereby declared final by the parties hereto in the event of death of the party of the second part, then the notice above mentioned may be served upon any of his heirs.

In the event of default in any of the provisions of this contract and the parties of the first part declare same forfeited the party of the second part hereby agree to surrender possession of same at once and any payment he may have made hereunder shall be retained by the parties of the first part as rent.

Executed in Duplicate this 5th., day of January, 1922.

Sadie L. Thompson
M. J. Thompson
David Chambliss.

WITNESSES:
as to Mrs. Thompson
and Mr. Chambliss.

Henry D. Moorer.
T. W. Richerson.

Witnesses as to
Mr. Thompson.

Geo. Kupfrian.
A. W. Hawkinson.

V. H. Thompson
Cec. Register

Mr. Thompson
Witnesses as to

J. H. Thompson
Henry D. Moore

and Mr. Campbell
as to Mrs. Thompson
Witnesses:

David Campbell
W. J. Thompson
Cecile L. Thompson

Witnesses in testimony of the said Mrs. Thompson, 1888.

be retained by the parties of the first part as next.
of same at once and any payment he may have made hereunder shall
the party of the second part hereby agree to surrender possession
conferred and the parties of the first part declare same forfeited
In the event of default in any of the provisions of this
any of his heirs.

second part: then the notice above mentioned may be served upon
by the parties hereto in the event of death of the party of the
feiture shall be considered final and it is hereby declared final
within three days after receipt of said notice, upon the said first

party of the second part of said default and it is hereby declared
that may be declared forfeited by handing a written notice to the
within this contract at the option of the parties of the first
part in the payment or any provision or stipulation herein con-
with stipulations of this contract as specified herein and upon the
surrender of the said promises immediately and so on and verified
The said party of the second part is to have and enjoy
per. 1888.

that said interest and note being payable on the first day of Novem-
the second part hereby informs all the said parties of said party of
herein executed to the parties of the first part by the party of
20/100 (2000.00) as evidenced by one thousand note of even date
said documents and so pay the balance of two hundred thirty-three and
the said sum of five hundred dollars yearly on the first day of the

Equity no

Filed Feb. 9th / 1894
W. A. Stone
Register

STATE OF ALABAMA,

BALDWIN COUNTY.

I

I

IN THE CIRCUIT COURT,

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT,

BALDWIN COUNTY, ALABAMA IN EQUITY.

Your Petitioner Mrs. Sadie L. Thompson, respectfully represents and shows unto Your Honor as follows:

FIRST:

That she is a bona fide resident of Baldwin County, Alabama, and has resided here for more than the past five years and is over the age of twenty-one years, residing at Perdido Station, Baldwin County, Alabama.

That David Chambless is a resident of Baldwin County, Alabama, and over the age of twenty-one years, residing at Perdido Station, in said County, in said State.

SECOND:

That on to-wit: January 5th., 1922, Your Petitioner Sadie L. Thompson agreed to convey to David Chambless the following described property to-wit:

Northwest Quarter of Northwest Quarter, and the North half of the Northeast Quarter of Northwest Quarter, Section Six, Township One South, Range Five East, Baldwin County, Alabama.

That Your Petitioner and the said David Chambless entered into a contract for the sale of said land bearing date of January 5th., 1922, a copy of said contract is hereto attached and marked Exhibit "A"

That in addition to the above land Your Petitioner a few months thereafter agreed to convey to the said David Chambless an additional forty acres of land which is described as follows:

Southwest Quarter of Northwest Quarter, Section Six,
Township One South, Range Five East, all of said land
lying and being in Baldwin County, Alabama.

That the said David Chambless was to pay Your Petitioner the sum of
to-wit: Two Thousand & No/100 Dollars (\$2,000.00).

That at the time the second contract was made the said David Chambless
paid a portion of the purchase price and was put in possession of the said
forty acres of land without entering into a written agreement.

That the said David Chambless is now indebted to Your Petitioner in the
sum of \$2,000.00, with interest since February 2nd., 1932; that on this date
the said David Chambless and Your Petitioner stated the account and agreed
that this amount was due to Your Petitioner, a copy of said agreement being
hereto attached and marked Exhibit "B"

That the said David Chambless has failed to carry out his agreement, and
the said sum of \$2,000.00, together with interest thereof is now due and owing
to Your Petitioner.

THE PREMISES CONSIDERED, Your Petitioner prays that the said David Cham-
bless be made party respondent to this original bill of complaint; that he be
required to answer same within the time and under the pains and penalties
required by law or that the same be forever confessed.

That Your Honor declare a vendor's lien in favor of Your Petitioner upon
the following described property to-wit:

Southwest Quarter of Northwest Quarter, Section Six,
Township One South, Range Five East, Baldwin County,
Alabama.

That the said vendor's lien be foreclosed by orders of this court for the
purpose of satisfying the indebtedness thereon; that the contract entered into
on January 5th., 1922 be foreclosed by this court, and the balance due thereon
be paid to Your Petitioner.

That this court issue all orders, subpoenas and decrees necessary to do
justice and determine the rights between the parties hereto and Your Petitioner

offers to do Equity in the matter.

Your Petitioner further prays that if she be mistaken in the relief prayed, that Your Honor will grant unto her such other, further, different and general relief as she may in justice and equity be entitled etc.

Henry D. Moore
Attorney for Petitioner

FOOTNOTE:

The respondent David Chambliss is required to answer each and every paragraph numbered from one to two inclusive, but not under oath.
Answer under oath being hereby expressly waived.

Henry D. Moore
Attorney for Petitioner

"EXHIBIT A"

STATE OF ALABAMA, :

BALDWIN COUNTY. :

This agreement made and entered into this 5th., day of January, 1922, by and between M. J. Thompson and Sadie L. Thompson, hereinafter referred to as the parties of the first part and David Chambless, hereinafter referred to as the party of the second part, WITNESSETH:

That for and in consideration of the sum of Thirteen Hundred (\$1300.00) to be paid as hereinafter stated, the said parties of the first part hereby agrees to convey to the party of the second part, his heirs or assigns the following described lands, when the said party of the second part has complied in full with the terms of this contract, said lands being described as follows:

The Northwest quarter of Northwest quarter and the North half of Northeast quarter of Northwest quarter of Section Six, Township One South, Range Five East, Baldwin County, Alabama.

The parties of the first part hereby agree to convey the above described property free from encumbrance, excepting a mortgage to the Federal Land Bank covering this property and the said party of the second part hereby assumes the payment of Five Hundred Dollars of the said mortgage to the Federal Land Bank. The said conveyance of the above described property to be made on the 1st., day of November, 1922, provided the terms of this contract has been complied with, in full.

For and in consideration of the conveyance of the property above described the said party of the second part hereby agrees to pay the sum of Five Hundred Thirty-six and 50/100 (\$536.50 cash, the receipt of which is hereby acknowledged and to pay Five Hundred Dollars of the mortgage due or executed to the Federal Land Bank by the parties of the first part together with the interest accruing on the said sum of Five Hundred Dollars yearly on the due date of the said payments, and to pay the balance of Two Hundred Sixty-three and 50/100 (\$263.50) as evidenced by one promissory note

of even date herewith executed to the parties of the first part by the party of the second part bearing interest at the rate of six percent per annum, said interest and note being payable on the first day of November, 1922.

The said party of the second part is to have and take possession of the said premises immediately and to do and perform all stipulations of this contract as specified herein and upon default in the payment or any provision or stipulation herein contained this contract at the option of the parties of the first part may be declared forfeited by handing a written notice to the party of the second part of said default and if not complied with within three days after service of said notice, then the said forfeiture shall be considered final and it is hereby declared final by the parties hereto in the event of death of the party of the second part then the notice above mentioned may be served upon any of his heirs.

In the event of default in any of the provisions of this contract and the parties of the first part declare same forfeited the party of the second part hereby agree to surrender possession of same at once and any payment he may have made hereunder shall be retained by the parties of the first part as rent.

Executed in Duplicate this 5th., day of January, 1922.

WITNESSES:

As to Mrs. Thompson
and Mr. Chambless.

Sadie L. Thompson

M. J. Thompson.

Henry D. Moorer.
T. W. Richerson.

David Chambless.

Witnesses as to
Mr. Thompson.

Geo. Kupfrian.

A. W. Hawkinson.

"EXHIBIT B"

Feb. 2nd., 1932.

It is agreed that I am due Mrs M. J. Thompson, the sum of
Two Thousand Dollars balance on contract for purchase of
land.

Signed.

David Chambless.

Mrs. M. J. Thompson.

~~ORIGINAL~~
Sadie L. Thomas
vs.
David Chambliss

RECORDED

Filed Dec 16, 1932
W. F. Hickerson
(Register)

Henry R. Moore
Solicitor for Complainant