

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon J. M. Richburg, to appear within thirty days from service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Ella Lee Stallworth and Anna Martin Baggette.

Witness my hand, this 11 day of December, 1956.

Reice J. Duck
Clerk.

ELLA LEE STALLWORTH and
ANNA MARTIN BAGGETTE,

PLAINTIFFS,

VS

J. M. RICHBURG,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

The plaintiffs sue to recover possession of the following tract of land:

From the center of Section 16, Township 2 South, Range 3 East, run North 458.7 feet and West 348 feet to the point and place of beginning; run thence West 80 feet to a point; run thence North 318.3 feet to a point; run thence North 29 degrees West to the South side of Magnolia Street as it is now situated; run thence Northeasterly along the South side of Magnolia Street to a point directly North of the place of beginning and which point is the Northwest corner of a parcel of land heretofore conveyed by Sam Martin to Rufus Mann by that certain deed recorded in Deed Book 147 N. S., at pages 365-6, in the Office of the Judge of Probate of Baldwin County, Alabama; run thence South along the West line of the property so conveyed to Rufus Mann 412 feet, more or less, to the point and place of beginning, (excepting therefrom any portion thereof used or reserved as or for a public roadway);

of which they were in possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withholds, together with Five Hundred (\$500.00) Dollars for the detention thereof.

BEEBE & SWEARINGEN

By J. D. Swearingen
Attorneys for the Plaintiffs.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3111

By: [Signature]
Attorneys for Defendant

ELLA LEE STALLWORTH and ANNA
MARTIN BAGGETTE,

Plaintiffs,

vs.

J. M. RICHBURG,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3111

DEMAND FOR TRIAL BY JURY

RECORDED

FILED

JAN 9 1957

ALICE L. BOWEN, CLERK

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

FILED

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2 1/2
2 1/2

ELLA LEE STALLWORTH and
ANNA MARTIN BAGGETTE,

Plaintiffs,

vs.

J. M. RICHBURG,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3111

MOTION TO TRANSFER TO EQUITY

Comes now the Defendant in the above styled cause, by his Attorneys, and respectfully moves this Honorable Court to transfer said cause to the Circuit Court of Baldwin County, Alabama, In Equity and respectfully represents and shows unto your Honor and unto this Honorable Court as follows:

That an equitable question exists between the Defendant and the Plaintiffs in this cause, which depends upon the assertion of an equitable right by the Defendant and the decision of which would dispose of this cause and it cannot be disposed of in the law side of this Court. That the equitable right, which is hereby asserted by the Defendant, and upon which the equitable question depends, is in substance as follows: That on or about October, 1949, your Defendant first talked to Mr. Sam Martin, Deceased, the predecessor in title of the Plaintiffs, to the property described in the complaint, about the erection of a house on property belonging to the said Sam Martin. That it was orally agreed between the said Sam Martin and the Defendant that your Defendant was to purchase the property described in the complaint from the said Sam Martin for the sum of One Hundred and Fifty Dollars (\$150.00) and that the said Sam Martin was to lend to the Defendant the necessary money to erect a house on said property. Your Defendant, who was then employed as a seaman, was to repay the said Sam Martin as much money as possible after each trip that he made to sea. Pursuant to said oral agreement the said Sam Martin began construction of the type of house specified by the Defendant and including such work as was to be done by the said Sam Martin, or his agents, it being understood that a lot of the work was to be done by the Defendant. That the Defendant moved into the

house constructed by the said Sam Martin pursuant to said agreement on or about December, 1949, and he made several substantial payments on said indebtedness and was subsequently, on August 3, 1951, informed by the said Sam Martin that he owed a balance of One Thousand Dollars (\$1,000.00) on the house and lot. That shortly thereafter the said Sam Martin was declared to be a person of unsound mind by the Probate Court of Baldwin County, Alabama, and a guardian was appointed over his person and estate. That the Defendant, through his attorneys, made numerous efforts to settle this matter with the guardian of the estate but was unsuccessful in these attempts. That the said Sam Martin subsequently departed this life and after his death the efforts referred to were renewed with the administrator of the estate but to no avail and subsequent to the final settlement of his estate the Defendant, both individually and through his attorneys, again made numerous attempts to settle this controversy and the Plaintiffs did, at one time, on, to-wit; October 22, 1955, agree to execute a deed to the Defendant for the said sum of One Thousand Dollars (\$1,000.00) but when the deed was forwarded to them for their signatures said Plaintiffs refused to execute the same.

That your Defendant is in possession of the property described in the complaint, that he has made part payment on the purchase price of said property and of the improvements located thereon and he has a memorandum signed by the said Sam Martin, Deceased, stating the amount due on said property as of August 3, 1951.

That he is entitled to specific performance of the contract entered into by and between himself and the said Sam Martin, Deceased, and is entitled, in Equity, to a decree requiring the Plaintiffs in the above styled cause and their respective husbands, to execute and deliver to him a deed to said property and the improvements thereon upon the payment by him of the sum of One Thousand Dollars (\$1,000.00) plus interest thereon at the rate of six percent (6%) per annum from August 3, 1951, to August 1, 1952, the date on which your Defendant tendered to the said Sam Martin the sum of \$1,000.00 which he does hereby offer to pay and he further offers to do equity in the premises.

Respectfully submitted,

CHASON & STONE

By: 

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public,
in and for said County in said State, personally appeared J. M. Rich-
burg who is known to me and who, after first being by me duly and leg-
ally sworn, did depose and say under oath as follows:

That his name is J. M. Richburg; that he has knowledge of
the facts alleged in the foregoing motion and that such facts are
true and correct.

J. M. Richburg

Sworn to and subscribed

before me this 12th day

of January, 1957.

Norborne C. Stone, Jr.
Notary Public, Baldwin County, Alabama.

ELLA LEE STALLWORTH and ANNA
MARTIN BAGGETTE,

Plaintiffs,

vs.

J. M. RICHBURG,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3111

MOTION TO TRANSFER TO EQUITY

FILED
JAN 16 1957
ALICE J. DUCK, Clerk

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA