

742

H. A. Sexton

Answer to O.B.

VR.

P. W. Carr et al

Filed 27 day of Oct 1914
J. J. Stornment
Clerk

Candler, Bennett & Sweat

ATTORNEYS FOR

IUKA, MISSISSIPPI

Tishomingo Co. News Print, Iuka, Miss.

STATE OF MISSISSIPPI }
TISHOMINGO COUNTY }

CHANCERY COURT,
JUNE TERM, 1914.

H.A. Deaton ----- Complainant

vs

P.W. Carr and Mrs. Sallie Carr-----Defendants.

TO THE HON. CHANCERY COURT OF TISHOMINGO COUNTY MISSISSIPPI

Now comes your respondents in the above styled cause
and for answer to the original bill filed in this cause
answering says:-

They admit that they contracted with the said
H.A. Deaton for the sale of the land described in the original
bill in this cause, but they deny that the said contract
was made about the 28th day of September and they deny that
the said contract was according to the conditions set forth
in the original bill, they admit the consideration for the
said contract was to be one thousand (\$1000) dollars, but avers
that said one thousand (\$1000) dollars was to be paid in cash.

Defendants admit that the said mule referred to in the
original bill was delivered to the complainant, but deny that
he paid one hundred and forty-four (\$144) and denies that the
balance of the one thousand (\$1000) to-wit: eight hundred and
fifty six (\$856) dollars was to be paid when convenient to
complainant.

Defendants aver that they have no knowledge of any instructions give *L.R.* Davis by complainant with reference to a certain promissory note of four hundred and fifty-five (\$455) but deny that the said *L.R.* Davis ever offered the defendants the note and deny that the said complainant ever authorized the said *L.R.* Davis to tender to them the said note or the proceeds thereof.

Defendants admit that they executed a good and valid

warranty deed to the said land to the said complainant with the exception of delivering the same, this they decline to do until complainant should comply with his part of the contract, to-wit: that he pay over to your respondents the said balance due him in cash. But defendants deny that this warranty deed was ever delivered to the complainant, in this case, or to any other person for the complainant.

They further deny that the said deed was delivered to Squire T.H. Dean to be held escrow until the complainant had complied with his part of the contract.

Complainant further denied that the complainant made a legal tender of four hundred (\$400) dollars to him on the _____ day of Oct. 1913, and that your respondents admit that they declined to receive the four hundred dollars as a payment on the said contract for the premises described in the original bill for the reason that it was not a payment in full for the said lands, and was not tendered until the _____ of Dec. 1913.

Respondents further deny that they unlawfully obtained possession of the said deed. Deny that the said deed was ever delivered to the said T.H. Dean except for the purpose of getting a copy of the description of the land described in the said deed by which the said Dean could draw a trust deed.

Defendants admit that are with-holding the said deed from the said complainant and that they refuse to execute and deliver to the said T.H. Dean for the purpose of delivering it to said complainant.

Defendants admit that they repudiated the contract upon which this suit is brought, but they deny that the said contract was repudiated without cause, but aver the consideration for the said contract was to be one thousand dollars in cash and that the defendant has never paid to respondents or either ~~or either~~ of them the said one thousand dollars

(\$1000) in cash nor has the complainant or any other person for the complainant ever rendered to your respondents or either of them the said one thousand dollars in cash.

Yours respondents further deny that the complainant was to pay the said balance to-wit: the eight hundred and fifty six (\$856) dollars when it was convenient to him but avers that the deal was to be a cash transaction, but that the respondent did wait on the complainant some time before respondent declared the deal off, during which time your respondent contracted for another farm at Russellville, Ala. which contract made it necessary for your respondent to have five hundred (\$500) dollars in cash at Russellville, Ala., on the following Monday which was about the twenty fourth of November, 1913. Immediately after closing this deal your respondent P.W. Carr, avers that he went to the complainant and told the complainant of his said contract at Russellville, Ala. and further told him that it was necessary for him to have five hundred dollars by the following Monday morning, it being Nov. 31st and that unless the said defendant should pay him five hundred dollars by Saturday night, Nov. 23 that the deal between the complainant and defendant was declared off and that your respondent would not wait any longer for the execution of the said contract by the complainant.

Your respondents further further deny that there was ever any writing of any kind between the respondents and complainant in this cause with reference to the real estate described in the same original bill in this cause.

And thus having fully answered, your respondents pray that the original bill in this cause be discharged and that they be discharged with their reasonable cost in this behalf expended.

Bennett & Elledge

Atty. for Defendant.

STATE OF MISSISSIPPI

TISHOMINGO COUNTY

CHANCERY COURT

TERM 1914

H.A. Deaton ----- Complainant

P.W. Carr & Mrs. Sallie Carr ----- Defendant

Personally appeared before me the undersigned authority P.W. Carr and his wife Mrs. Sallie Carr who being by me first duly sworn says on oath that the matters and things set forth in their answer to the original bill filed in this cause (said answer bing filed May 16, 1914) stated of their own knowledge are true and correct and such matters as are stated from information and belief they verily believe to be true.

P.W. Carr
Sallie Carr

Sworn to and subscribed before me this 23rd day Oct. 1914.

A. W. McRae
Justice of Peace.

No. 742

H. A. Deaton

vs.

Answer

P. W. Carr

Mrs. Sally Carr

Filed May day of 16th 1914
J. J. Starnes
ALC

Candler, Bennett & Sweat
ATTORNEYS FOR

IUKA, MISSISSIPPI

Tishomingo Co. News Print, Iuka, Miss.

STATE OF MISSISSIPPI, }
TISHOMINGO COUNTY. }

CHANCERY COURT,
JUNE TERM, 1914.

H. A. DEATON -----COMPLAINANT.

vs.

P. W. CARR AND MRS. SALLIE CARR-----DEFENDANTS.

TO THE HON. CHANCERY COURT OF TISHOMINGO COUNTY MISSISSIPPI.

Now comes your respondents in the above styled cause
and for answer to the original bill filed in this cause
answering says:-

They admit that they contracted with the said
H A Deaton for sale of the land described in the original bill
in this cause, but they deny that the said contract was made
about the 28th day of September and deny that the said contract
was according to conditions set forth in the original bill,
they admit the consideration for the said contract was to be
one thousand (\$1000) dollars, but avers that said one thousand
(\$1000) dollars was to be paid in cash.

Defendants admit that the said mule referred to in the
original bill was delivered to the complainant, but deny that
he paid one hundred and forty five (\$145) and denys that the
balance of the one thousand (\$1000) to wit eight hundred and
fifty six (\$856) dollars, was to be paid when convenient to
complainant.

Defendants aver that they have no knowledge of any instructions given L R Davis by complainant with reference to a certain promissory note of four hundred and fifty five (\$455) but deny that the said L R Davis ever offered the defendants ~~the~~ ~~the~~ the note and deny that the said complainant ever authorized the said L R Davis to tender to them the said note

or the proceeds thereof.

Defendants admit that they executed a good and valid warranty deed to the said land to the said complainant with the exception of delivering the same, this they declined to do until complainant should comply with his part of the contract, to wit., that he pay over to your respondents the said balance due him in cash. But defendants deny that this said warranty deed was ever delivered to the complainant, in this case, or to any other person for the complainant.

They further deny that the said deed was delivered to Squire T H Dean to be held escrow until the complainant had complied with his part of the contract.

^{Respondents}
~~Complainant~~ further denies that the complainant made a legal tender of four hundred (\$400) dollars to him on the _____ day of October 1913, and that your respondents admit that they declined to receive the four hundred dollars as a payment on the said contract for the premises described in the original bill for the reason it was not a payment in full for the said lands, and was not tendered until the _____ of Dec^r 1913.

Respondents further deny that they unlawfully obtained possession of the said deed. Denys that the said deed was ever delivered to the said T H Dean except for the purpose of getting a copy of the discription of the land described in the said deed by which the said Dean could draw a trust deed.

Defendants admit that they are with-holding the said ~~xxx~~ deed from the said complainant and that they refuse to execute ~~x~~ and deliver to the complainant a deed similiar to the one formerly held by said T H Dean, but deny that the said deed was delivered to the said T H Dean for the purpose of delivering it to said compdainant.

Defendants admit that they repudiated the contract upon which this suit is brought, but deny that the said contract was repudiated without cause, but aver the consideration for the said contract was ~~xx~~ to be one thousand dollars in cash and that the defendant has never paid to respondents or either

of them the said one thousand dollars (\$1000) in cash now has the complainant or any other person for the complainant ever ~~xxxx~~ tendered to your respondents or either of them the said one thousand dollars in cash.

Your respondents further deny that the complainant was to pay the said balance to wit: ~~thxxxxxxx~~ the eight hundred and fifty ~~six~~ dollars (\$856) when it was convenient to him but avers that the deal was to be a cash transaction, but that the respondent did wait on the complainant some time before respondent declared the deal off, during which time your respondent contracted for another farm at Russellville, Ala., which contract made it necessary for your respondent to have ~~five~~ five hundred (\$500) dollars in cash at Russellville, Ala on the following Monday which was about the twentyfourth of November, 1913. Immediately after closing this deal your respondent, P W Carr, avers that he went to the complainant and ~~xxxxxxx~~ told the complainant of his said contract at Russellville Ala., and further told the said complainant that it was necessary for him to have five hundred dollars by the following monday morning, it being November the 21th and that unless the said defendant should pay him the five hundred ~~d~~ dollars by saturday night, Nov. 22nd that the deal between the complainant and defendant was declared off and that your respondent would not wait any longer for the execution of said contract by the complainant .

Your respondents further deny that there was ever any writing of any kind between respondents and the complainant in this cause with reference to the real estate described in the said original bill in this cause.

And thus having fully answered, your respondents pray
that the original bill in this cause be discharged ~~withxxxxxx~~
and that they be discharged with their reasonable cost in
this behalf expended.

Bennett & Elledge
Atty. for Defendant.