

AGNES RODDY BURBAGE,
Plaintiff
VS.
JOHN T.RODDY and ANNIE RODDY,
Defendants.

JOINT AND SEVERAL ANSWER
OF THE DEFENDANTS
JOHN T. RODDY and ANNIE E. RODDY
and
COUNTERCLAIM

TO THE COURT OF COMMON PLEAS FOR THE COUNTY OF GREENVILLE IN THE STATE AFORESAID:--

The Defendant herein JOHN T. RODDY and ANNIE E. RODDY, the latter being styled in the Complaint herein as ANNIE RODDY, jointly and severally answering the said Complaint, allege and say:

I.

They admit the allegations of Paragraph I. of the said Complaint.

II.

They deny the allegations of Paragraph II. of the said Complaint.

III.

Answering Paragraph III. of the said Complaint, these Defendants admit that their grantor Ann Roddy purchased from the Mountain City Land & Improvement Company for the sum of THIRTY-TWO HUNDRED and FIFTY DOLLARS (\$3250.00) certain premises on Hampton Avenue in the City of Greenville in the County and State aforesaid, which are in part correctly described in the Complaint herein, and that the same were conveyed to the said Ann Roddy by the said Company for the said sum by a Deed in her favor dated August 17th, 1907 and which said Deed is duly recorded in the R.M.C. O. for Greenville County in Book Y.Y.Y. page 414, and save as thus admitted these Defendants deny the allegations of said Paragraph III.

IV.

Answering Paragraph IV. of the said Complaint, these Defendants admit that the Plaintiff herein has occupied the said premises since the purchase thereof by the said Ann Roddy as a tenant of the said Ann Roddy at a rental of TWENTY DOLLARS (\$20.00) per month and that the said Ann Roddy has from time to time since the said purchase visited the said Plaintiff and stayed in the said premises, but these Defendants deny that the said premises have ever been or are now occupied by the Plaintiff herein or by any other person save and except as a tenant of the said Ann Roddy and of these Defendants and a part of the rent for which still remains due and unpaid by the said Plaintiff to the estate of the said Ann Roddy and to these Defendants, and these Defendants, and these Defendants also deny the remaining allegations of said Paragraph IV. not herein admitted.

V.

Answering Paragraph V. of the said Complaint, these Defendants admit that by Deed dated August 2nd. 1915 and recorded in the R.M.C.O. for Greenville County in Book 32, page 243, the said Ann Roddy conveyed to them certain premises on Hampton Avenue in the City of Greenville in the County and State aforesaid, and which are in part correctly described in the Complaint herein, in consideration of natural love and affection and of Five Dollars (\$5.00) but these Defendants deny that the said Deed was in fraud of the rights of the said Plaintiff or of any other persons.

VI.

Answering Paragraph VI. of the said Complaint, these Defendants admit that they are the son and daughter respectively of the said Ann Roddy and that the Defendant ANNIE E. RODDY has from time to time visited the Plaintiff in company with the said Ann Roddy in the premises, and save as thus admitted these Defendants deny the allegations of said Paragraph VI.

VII.

Answering Paragraph VII. of the said Complaint, these Defendants admit that since the 2nd. day of August, 1915 the Plaintiff herein has continued to occupy the said premises as a tenant of these Defendants at a monthly rental of TWENTY DOLLARS (\$20.00) per month, and that the said Plaintiff has since the said 2nd. day of August, 1915 paid to these Defendants on account for rent of the said premises the sum of FORTY DOLLARS (\$40.00), and save as thus admitted these Defendants deny the allegations of said Paragraph VII.

VIII.

Answering Paragraph VIII. of the said Complaint, these Defendants admit that the said Ann Roddy died on the 24th day of December, 1915 and that the property which is the subject of this action is in part correctly described in the said Paragraph, and save as thus admitted these Defendants deny the allegations of said Paragraph VIII.

IX.

These Defendants deny each and every allegations of the said Complaint not herein specifically admitted or denied.

X.

And further and affirmatively answering the said Complaint and by way of defense thereto, these Defendants allege:

That the agreement alleged in the Complaint herein to have been made between the said Plaintiff and the said Ann Roddy was not in writing nor signed by the Ann Roddy nor by any person thereunto by her lawfully authorized nor was there any note or memorandum thereof, and the said alleged agreement was and is therefore void under the Statute of Frauds of force in the State of South Carolina contained in Title VIII, Chapter LXXX, of the Code of Laws of South Carolina of 1912.

AND FURTHER AND AFFIRMATIVELY ANSWERING THE SAID COMPLAINT AND BY WAY OF AND AS COUNTERCLAIM THERETO, THESE DEFENDANTS ALLEGE:

see Next page.