

IN THE CIRCUIT COURT OF LEE COUNTY, ALABAMA

**F. ANTHONY MCLEOD &
MARY ANN MCLEOD,**

Plaintiff,

vs.

**JOHN FLEMING &
BARBARA J. HYDE,**

Defendants.



20081223000474110 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
12/23/2008 11:17:47AM FILED/CERT

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CASE NUMBER: CV-07-077

ORDER

This cause coming before the Court on the 3rd day of October, 2008, for trial. Plaintiff F. Anthony McLeod, was present and represented by Hon. Thomas Radney. Plaintiff, Mary Ann McLeod, was present and represented by Hon. Robert Meadows. The Defendant, John Fleming, appeared *pro se*. Defendant, Barbara J. Hyde, was previously dismissed from the case. Based upon the pleadings, testimony, and evidence presented, it is ORDERED, ADJUDGED and DECREED as follows:

1. The Defendant breached the agreements that he had with the Plaintiffs by failing to secure the proper financial arrangements to refinance Wittel Dormitory into his name as required. The Defendant committed fraud by inducing Plaintiffs to enter into a loan transaction posing as a purchaser and earning a commission on the transaction. He was, otherwise, dishonest in his dealings and the Plaintiffs were damaged by the Defendant's action.
2. The Defendant is divested of any rights that he may have to Wittel Dormitory or the real property associated therewith. Legal title shall remain vested in the Plaintiffs or their business entities.
3. As a result of the Defendant's actions, the Plaintiff, F. Anthony McLeod, was caused to pay brokerage fees to the Defendant and a business associate in the amount of \$121,464.60. He was caused to pay closing costs of \$27,796.13 that

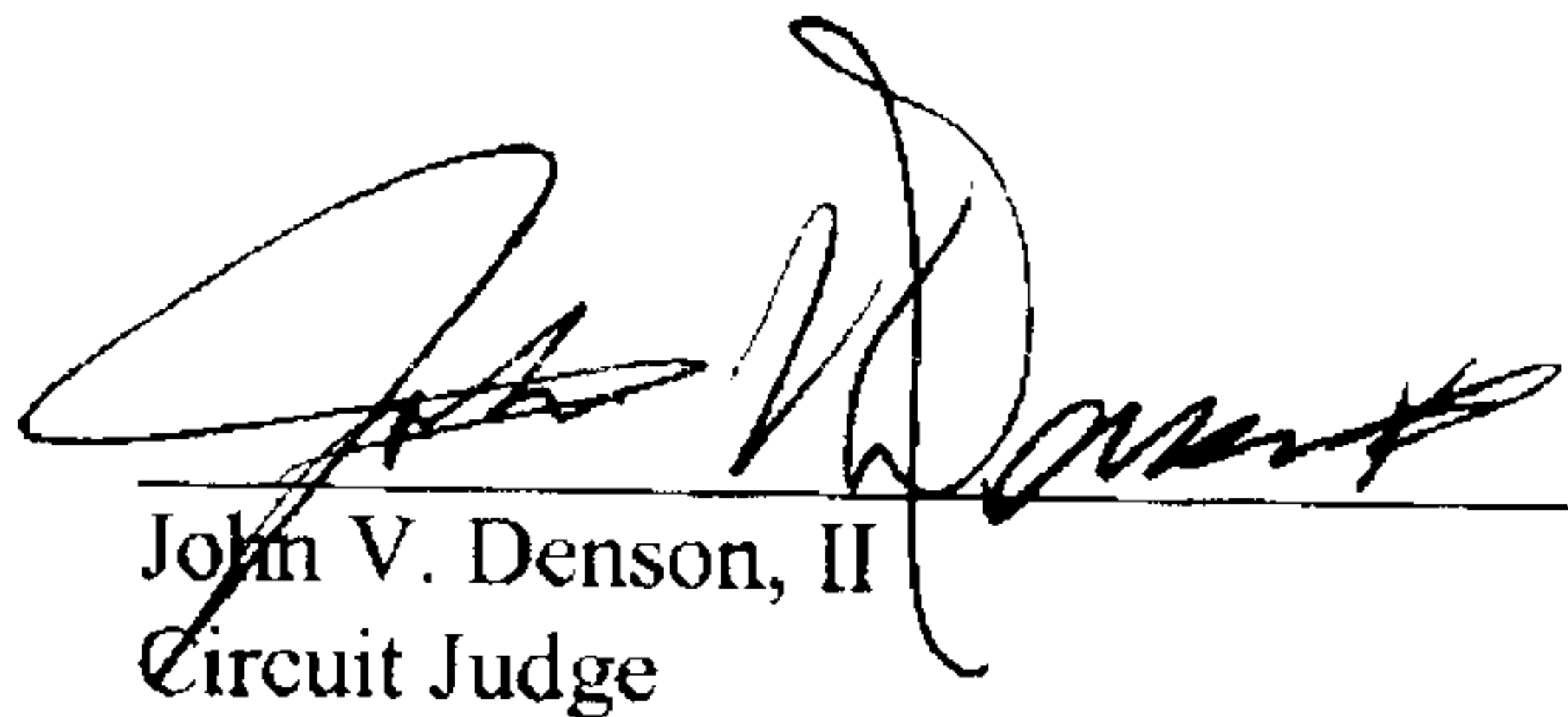
were to be assumed by the Defendant pursuant to the agreement. The Defendant did not pay the debt on the dorm to Zions Bank as agreed. The delinquent amount is \$176,187.38. The Defendant failed to pay fees, expenses, security deposits and future rents related to the dorm over the Plaintiffs. The total amount of these is \$93,062.00. The Plaintiff, F. Anthony McLeod, was caused to pay for the services of an attorney in the amount of \$7500.00. Judgment is entered against the Defendant and in favor of the Plaintiff, F. Anthony McLeod, for breach of contract and misrepresentation for the total amount of the foregoing: \$426,010.11.

4. Because of Mr. Fleming's breach of contract, the Plaintiff, Mary Ann McLeod, was caused to suffer damages in the total amount of \$5820.40 which includes attorneys fees¹, 2007 personal property taxes, fees to begin a new checking account, fees to change an AT&T account and fees for signs. Judgment is entered against the Defendant and in favor of the Plaintiff, Mary Ann McLeod, for breach of contract and misrepresentation for the total amount of \$5820.40.
5. The Defendant failed to prove that he was entitled to relief under his counterclaim. The Plaintiffs are not required to pay the Defendant for the due diligence repairs that he claims. Judgment is entered in favor of the Plaintiffs on the Defendant's counterclaim.

DONE this 15th day of October, 2008.

STATE OF ALABAMA,
LEE COUNTY

I, CORINNE T. HURST do hereby certify that this is true and correct copy of the original on file in this office.
Witness my hand and seal of Court this 16th day of December, 2008
Corinne T. Hurst
CORINNE T. HURST, Circuit Clerk


John V. Denson, II
Circuit Judge

Copy to:

Thomas R. Radney
Robert T. Meadows

John Fleming
P.O. Box 43402
Birmingham, AL 35243

FILED
OCT 16 2008

IN OFFICE
CORINNE T. HURST
CIRCUIT CLERK

¹ The attorney's fees include \$3500 for this case and \$1800 for a companion case in which Ms. McLeod was added because of Mr. Fleming's breach of the subject agreement.