DECREE ENTERED MARCH 13, 1980, M.B. 112, PAGE 499

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

MYRNA FLORINE GANT BRATTON	)	BOOK 5579 PAGE 431
	)	
VS.	)	DOCKET NO. 79-331-II
	)	
GARY W. BLANCHETTE, et al	)	

I hereby certify that this is a true copy of original instrument filed in my office this 17 day of MARCH 1980
RAYMOND L. BARRETT Clerk & Master
By Charles Wyatt Tatum Deputy Clerk

O R D E R

This cause came on to be heard on this the 15th day of January, 1980 before the Honorable C. Allen High, Chancellor, upon the Complaint, Answer, plaintiff's interrogatories to the defendants, defendants' answers to plaintiff's interrogatories, real estate appraisal reports, doctor's deposition, and letters from doctors, statements and arguments of counsel, and the entire record, from all of which the Court finds the following:

This is an action by the plaintiff, acting through her duly appointed conservator, to set aside a conveyance of real property and a sale of personalty on the grounds of incompetency at the time of the transactions.

On April 6, 1978 plaintiff sold to defendants her 1977 Buick automobile for $2,500.00. The car had a fair market value of $4,700.00 at the time of the transaction.

On May 7, 1978 plaintiff deeded a house and lot located at 612 Center Street in Madison to defendants for $1,000.00 cash and a $4,000.00 no interest note. The property had a fair market value of $17,000.00 at the time of the transaction.

Defendants were knowledgeable that plaintiff had a long history of severe mental problems at the time of both transactions.

Even though the contract and conveyance were made prior to an adjudication of incompetency, the evidence established that she lacked sufficient mental capacity to understand the nature and consequences of her actions at the time.

The right to void contracts and conveyances for mental disability, and the rules governing its application, are intended to protect the equities of those dealing with incompetents, as well as the interest of the incompetent.

The defendants argue that the proper remedy would be for the Court to award damages rather than void the sale of the realty. The Court disagrees. The incompetent has elected to void the transaction and this appears to be

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proper.

Incompetents who seek to void contracts must restore the status quo by returning the consideration paid the other party.

The only evidence of payment towards the purchase price of the realty is $1,000.00. Defendants claim they have expended $4,390.17 for repairs and improvements on the real property. A number of items claimed are questionable for lack of supporting documents.

During the period ending 1979 defendants have collected $7,220.00 rent from the property. Also, defendants sold the automobile for $2,200.00 profit.

Under the circumstances, the Court feels that status quo would be obtained by voiding the conveyance and leaving the parties as they are at present.

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IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the Installment Deed executed by Myrna Florine Bratton on April 7, 1978 conveying her interest in her real property generally known as 612 Center Street, Madison, Tennessee, more particularly described as follows:

Lot No. 17 of block "B" on the unrecorded plan of the subdivision called Home Acres, described according to a survey made by Blanchard & Parrish Engineers, August 26, 1939, as follows:

Beginning on the westerly margin of Center Street at the southeast corner of the property conveyed to Mildred L. Johnson by deed from the Layman Foundation, of record in Book 1391, Page 138, Register's Office for Davidson County, being the corner of Lot 16 and 17; thence with the line between said two lots westwardly 225 feet to the common corner of Lots 11, 12, 16 and 17; thence with the line between Lots 11 and 17, southwardly 100 feet to the common corner of Lots 10, 11, 17 and 18, eastwardly 225 feet to the westerly margin of Center Street; thence with said street northwardly 100 feet to the beginning.

Being the same property conveyed to the said Florine Bratton by deed of record in Book 3914, page 336, R. O. D. C. Tennessee and Book 4308, page 818, R. O. D. C. Tennessee. Myrna Florine Bratton and Florine Bratton being one and the same person.

should be and the same is hereby set aside and rescinded, and declared to be null and void and removed as a cloud on the title of the plaintiff, Myrna Florine Bratton, to said property.

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that

all right, title, and interest of the defendants in the real property known as 612 Center Street, Madison, Tennessee, should be and hereby is divested from the defendants, Gary W. Blanchette and Mary Frances Blanchette, and all right, title, and interest in said property should be and hereby is vested in the plaintiff, Myrna Florine Bratton.

It further appears to the Court that the subject property should be sold to pay debts of the plaintiff, Myrna Florine Bratton, and that plaintiff's conservator, Ronald K. Nevin, as her attorney has rendered services to his ward for which he should be awarded a reasonable fee to be paid from the proceeds of the sale of the subject property.

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that the subject property be sold and that Ronald K. Nevin, be awarded a reasonable attorney's fee of $3,425 from the proceeds of the sale.

Costs of this cause are taxed to the defendants for which execution may issue, if necessary.

ENTERED this 13 day of ~~January~~ March, 1980.

C. ALLEN HIGH, CHANCELLOR

APPROVED FOR ENTRY:

RONALD K. NEVIN
Attorney for Plaintiff
2108 Parkway Towers
Nashville, Tennessee 37219
(615) 244-7706

IDENTIF. REFERENCE
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FELIX A. ROSSON III REGISTER
DAVIDSON COUNTY, TENN.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Order has been sent to Mr. David Rutherford, Attorney for Defendants, Suite 306, 315 Union Street, Nashville, Tennessee, 37201 on this the 16th day of January, 1980.

RONALD K. NEVIN