

CAUSE NO. 2025-10485

HOUSTON LAND BUYERS LLC,

Plaintiff,

v.

**DEMETRICE BALDWIN AND CARL
PARKS,**

Defendants.

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

215TH JUDICIAL DISTRICT

DEFENDANTS' ORIGINAL ANSWER

TO THE HONORABLE COURT:

COMES NOW DEMETRICE BALDWIN AND CARL PARKS (collectively "Defendants") and files this their Original Answer in response to Plaintiff's Original Petition, and respectfully shows and submits to the Court as follows:

I. GENERAL DENIAL

1. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendants deny each and every allegation contained in Plaintiff's Original Petition and demand strict proof of all allegations, as required by law.

II. AFFIRMATIVE DEFENSES

2. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendants assert the following affirmative defenses:

3. **Failure to Mitigate Damages:** Without limiting or waiving the above general denial or any other affirmative defense, Defendants assert that Plaintiff failed to take reasonable steps to mitigate its damages, if any.

4. **Frustration of Purpose:** Without limiting or waiving the above general denial or any other affirmative defense, Defendants assert that the sale could not be completed due to the claims of nonparties clouding title on the property at issue which prevented clean transfer of title as required under the contract.

5. **Constructive Termination:** Without limiting or waiving the above general denial or any other affirmative defense, Defendants assert that the contract was constructively terminated by expiration of the timeframe allotted.

6. **Impossibility of Performance:** Without limiting or waiving the above general denial or any other affirmative defense, Defendants assert that the cloud of title made the sale at issue impossible.

7. **Lack of Consideration:** Without limiting or waiving the above general denial or any other affirmative defense, Defendants assert that there can be no breach because no consideration was furnished by Plaintiff.

8. **Lack of Control:** Without limiting or waiving the above general denial or any other affirmative defense, Defendants assert that Plaintiff's injuries, if any, were caused in whole or in part by third-parties over which Defendants had no control.

9. **Release:** Without limiting or waiving the above general denial or any other affirmative defense, Defendants assert that Plaintiff released Defendants of any obligation of performance by the contract's expiration.

10. **Conditions Precedent:** Without limiting or waiving the above general denial or any other affirmative defense, Defendants assert that certain conditions precedent under the First Amendment remained unmet and prevented closing.

11. Defendants reserve the right to raise additional affirmative defense as they become apparent during the development of the case.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants pray and respectfully request the Court deny all relief requested by Plaintiff and that Plaintiff take nothing by way of this suit and that Defendants be awarded their costs, together with such other general and special relief as it may show itself to be justly entitled.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on this, the 7th day of April, 2025 on the following counsel of record:

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Sylvia Jaramillo
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/s/Samuel C. Zatz

Ryan C. Krone

Samuel C. Zatz

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Betty Blankenship on behalf of Ryan Krone

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Status as of 4/7/2025 10:54 AM CST

Case Contacts

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