

4237

STATE OF ALABAMA)
)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon LAURA A. JARVIS to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the Complaint of Bion A. Provost.

WITNESS my hand, this 17 day of Sept, 1961.

Reverie J. French
Clerk

Address of Defendant: % Southern Bell Telephone Co., Fairhope, Alabama.

Exp. - 9-20-61

MRS. BION A. PROVOST,)	IN THE CIRCUIT COURT OF
Plaintiff)	BALDWIN COUNTY, ALABAMA
VS.)	AT LAW
LAURA A. JARVIS,)	NO. _____
Defendant)	

COUNT ONE

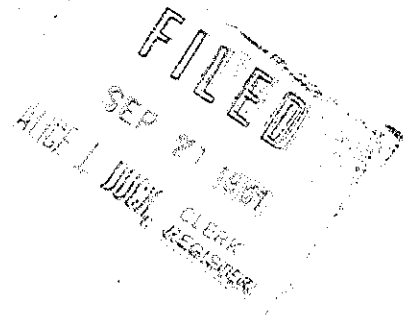
The Plaintiff claims of the Defendant Three Hundred Fifty-Seven and 50/100 (\$357.50) Dollars for the rent of the residence owned by the Plaintiff and located at 203 Nichols Street, Fairhope, Alabama, demised by the Plaintiff to the Defendant on the 1st day of October, 1960, and Plaintiff avers that by the terms of said lease, a copy of which lease is attached to the original Bill of Complaint and is made a part hereof as if set out herein, the Defendant was to pay Sixty-five (\$65.00) Dollars per month as consideration of such lease and said sum was to be payable in monthly payments payable on the 1st day of each month and each successive month. Plaintiff avers that by the terms of said lease, in case of default in the payment of the rent due thereunder, Plaintiff may re-enter and the whole rent reserved shall at once become due and payable and re-entry by the Plaintiff shall not relieve the Defendant from her obligation to make monthly rental payments as prescribed in said lease, and Plaintiff further avers that the Defendant has failed and refused upon demand to make one half of the monthly payment due for the month of January, 1961, to-wit, the

sum of Thirty-two and 50/100 (\$32.50) Dollars, and the monthly payment for each month thereafter, to-wit, the months of February, March, April, May, and June, 1961 respectively, even though Plaintiff has at all times complied with her part of the provisions of said lease, hence this suit.

COUNT TWO

Plaintiff further claims of the Defendant the sum of One Hundred (\$100.00) Dollars attorney fee due and payable by the terms of the lease as set out in Count One of this complaint and Plaintiff further avers that by the terms of said lease the Defendant agreed to pay a reasonable attorney fee as a part of the expenses of collection of the amount due under said lease and Plaintiff avers that One Hundred (\$100.00) Dollars is a reasonable attorneys fee.


Attorney for Plaintiff



STATE OF ALABAMA,
MOBILE COUNTY

THIS LEASE, made this

Oct 1st

day of

1960

between

Wm. B. A. Brown
(Self)

party of the first part, hereinafter

called lessor, by

as agents of lessor, and

Miss Laura James

party of the second part, hereinafter called the lessee.

WITNESSETH: That the lessor does hereby lease and rent unto the lessee, the following premises in the City of Mobile, Alabama, viz:

208 Nichols Tanker

for occupation by the lessee as

a dwelling

and for no other different object or purpose, for and during the term of

8 months

-wit: from

the 1st

day of

Oct

1960, to the

1st

day of

June

1961

and the lessor shall not be liable for the failure to deliver possession of said premises, provided the lessor shall exercise due diligence.

The lessee agrees to pay to the lessor or said Agents, at the office of said Agents, the sum of

65.00

Sixty-five Dollars, payable as follows:

By

Monthly payments of 65.00

Dollars

each, due and payable, respectively, on the 1st day of every month, 1960, and on the 1st day of each month thereafter.

Successor, month.

And the lessee further covenants and agrees that if the lessee should at any time, during the continuance of this lease, remove or attempt to remove, or manifest an intention to remove the goods, furniture, effects, improvements and personal property brought thereon, out of or from said premises (except in the regular course of trade), without having paid in full all rent which shall become due during the term, or should an execution or other process be levied upon the goods and chattels of the lessee in and upon said premises, or if a petition in bankruptcy be filed by or against the said lessee or an assignment be made for the benefit of lessee's creditors, or a receiver be appointed, or should the lessee violate any other conditions of this lease, then in such case, or upon the happening of any one or more of such cases, the whole rent for the whole term of this lease shall at once become due and payable, and the lessor may proceed by attachment, suit or otherwise, to collect the whole rent reserved in the same manner, as if by the terms of this lease the whole rent for the entire term were payable in advance.

Should the lessee fail to pay rents as they fall due as aforesaid, or violate any of the conditions of this lease, or should the lessee be adjudged a bankrupt, or should a receiver be appointed or should execution or other process be levied upon the interest of the lessee in this lease or the property of the lessee upon the leased premises, the lessor shall have the right at lessor's option, to re-enter said premises and annul this lease. Such re-entry shall not bar the recovery of rent or damages for breach of covenant, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle the lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid, or of other conditions broken, nor to make demand for rent, the execution of this lease, signed by the parties thereto, which signing is hereby acknowledged, being sufficient notice of the rents being due and a demand for the same, and shall be so construed, any law, usage or custom to the contrary, notwithstanding.

And the lessee agrees to comply with all the laws and ordinances of the City of Mobile in regard to nuisances, in so far as the buildings and premises hereby let, and the streets and alleys bounding the same, are concerned, and that the lessee will by no act or omission render the lessor liable for any violation of such city laws or ordinances. The lessee agrees to replace all glass broken, to replace all keys lost or broken, to pay all bills for water used on said premises during this term; to keep all electrical apparatus in order; to permit no waste of property, nor allow the same to be done, but to take good care of said premises; not to assign this lease nor under-lease or let said premises, or any part or interest therein, without written consent of the lessor, hereon endorsed; and this lease, or any renewal thereof being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear and tear excepted.

It is further understood and agreed that the lessor shall not be required to do any repairs upon the building hereby leased, unless so stipulated and agreed in writing at the commencement of this lease, nor is the lessor liable for any breakage, or getting out of order of the water pipes, water closets or other plumbing, but on the contrary, the lessee shall keep the same in such repair as is required by the sanitary laws of said city of this state, natural wear and tear excepted.

It is further understood and agreed that the lessor shall not be liable for any damage which may accrue on account of any defect in said building, or in said premises or from rain, wind or other causes. Nothing contained herein shall be construed as a warranty that said premises are fit or suitable for the use and purpose for which they are leased. And the lessor reserves the right during this term, to visit and inspect, by himself or agents, said premises at any reasonable time; to show the same to intended tenants or purchasers; also to display "For Sale" or "For Rent" signs on said buildings or premises.

It is further understood and agreed that the lessor reserves the right to make repairs on or about said premises that may be deemed necessary by him during this term. And the lessee further covenants with the lessor that the furniture, goods and effects which will be brought upon said premises shall be owned by the lessee. If the lessee vacates these premises before the end of said term, without written consent of the lessor, the lessor has the right to re-enter and let said premises as the agent of the lessee herein named, and such re-entry and re-letting shall not discharge this lessee from liability for rent nor from any other covenant herein contained and to be kept by this lessee.

In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said property, or for advice or service incident to the breach of any other condition of this lease by the lessee, or on account of bankruptcy proceedings by or against lessee, or legal process being issued against the furniture and effects of the lessee, located upon the leased premises, or the leasehold interest of the lessee, the lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.

And as a part of the consideration of this lease, and for the purpose of securing to the lessor prompt payment of said rent as hereby stipulated or any costs or fees or damages that the lessor may suffer, either by the failure to surrender quiet and peaceable possession of said premises as aforesaid, or for any damages whatsoever which may be awarded the lessor under this lease, the lessee hereby waives all rights which lessee may have under the Constitution and Laws of the State of Alabama or any other State of the United States, to have any personal property of the lessee exempt from levy or sale or other legal process.

Where the rent under this lease is payable in Monthly, or other installments, in advance, and there is a default by the lessee entitling the lessor to repossess said property, and lessor does so repossess said property amicably or by legal proceedings, the rent for the unexpired term of said installment period, shall be due and payable as liquidated damages for the breach of the conditions of this lease.

If the building leased herein is destroyed by fire, without fault of the lessee, such destruction shall cancel the lease, and rent shall be payable only to the time of such destruction.

If the rented premises, or the building of which it is or may be a part shall be damaged by fire, without fault of the lessee, then, and in that event, the lessor shall have the option to decide whether lessor shall or shall not repair and restore said building or rented premises to their original shape, and if lessor decides to repair and restore the building or the rented premises as aforesaid, then, from the time such damage occurs until the repairs are completed, an equitable abatement of the rent must be allowed. It is understood, however, that if the damage is such as not to render the rented premises untenable for the purpose for which they are rented, then, there shall be no abatement of the rent while the repairs are being made.

It is hereby agreed further that if the lessee shall continue on said premises, or any part thereof, after the termination of this contract, then, at the option of the lessor, this contract shall continue in full force under all terms, conditions and covenants here and above set out.

It is further understood and agreed that only the one room built for or designated as the "Kitchen" is to be used for cooking purposes without the written consent of the lessor.

In the event the lessee herein obtains the written consent of the owners or agents to subrent the property herein leased, such subrental shall be made through the original agents of the lessor only, except upon express agreement to the contrary.

In the event this lessee renews this lease for another period or re-rents the property herein described, all rent payments made after such new rental shall be applied first to the payment of any sum or sums of money due under the previous lease or term, until all indebtedness under said previous lease or term is paid up.

In the absence of any agreement to the contrary any and all improvement erected, made or placed upon the premises hereby leased shall at and on the completion or installation of same, become the property of the landlord, whether permanently attached to the freehold or not.

It is understood and agreed that no part of said premises shall be used for the sale, manufacture or storage of any prohibited liquors, or for any other illegitimate purposes.

In the event lessee violates the terms of said lessee's previous lease so as to create or cause a forfeiture of same or be dispossessed from these or any other premises or fails or refuses on demand to pay rent past due under a former lease, then and thereupon this lease contract shall be null and void, at the option of the lessor.

IN TESTIMONY WHEREOF, we have hereunder set our hands in duplicate, the day and year first above written.

Laura J. ...

Lessee

Lessee

Lessor
By *Mr. B. C. ...*

C. ...

OFFICIAL LEASE
NORFOLK REALTY ASSOCIATION
ADOPTED AUGUST 1, 1922
SOLD BY
BINGOOD STATIONERY CO.
NORFOLK, VA.

To
From
To
To

LEASE
8888
11-12-29 S-1123

No. 4857

MRS. BION A. PROVOST,

Plaintiff

VS.

LAURA A. JARVIS,

Defendant

Fairhope Bell Telephone Co. office

FILED

SEP 7 1961

ALICE J. DUCK, CLERK
REGISTER

ERNEST M. BAILEY

ATTORNEY AT LAW
FAIRHOPE, ALABAMA

Received

and on

I served a copy of the writ

on

By service on

day of

day of

day of

day of

day of

day of

day of

day of

day of

day of

day of

TAYLOR WILKINS, Sheriff

By W. C. Adams, S.

J. Rogers

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY James DEPUTY SHERIFF

MRS. BION A. PROVOST,

Plaintiff,

vs.

LAURA A. JARVIS,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Case No. 4857

Comes now the defendant in the above styled cause and files this her appearance and solely as to her plea in abatement says as follows:

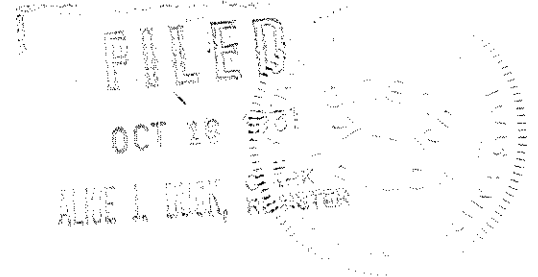
PLEA IN ABATEMENT I. The defendant says that said cause should be abated for that she is a resident citizen of Mobile County, Alabama and was at the time of the bringing of this suit and has at all times since the bringing of this suit been a resident of Mobile County, Alabama. Wherefore the said defendant says this cause should be abated or the said plaintiff should file a suit in the Court of ~~competent~~ ^{proper} jurisdiction to-wit: Mobile County, Alabama.

Laura Jarvis
LAURA A. JARVIS

Subscribed and sworn to before me on this the 14th day of October, 1961.

Ernest M. Bailey
NOTARY PUBLIC

FRED F. SMITH, JR.
Attorney for Defendant
P.O.Box 10622
Prichard, Alabama



ATTORNEY FOR PLAINTIFF:

Ernest M. Bailey

MRS. BION A. PROVOST,
Plaintiff,
VS.
LAURA A. JAVIS,
Defendant

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
Case No 4857

Comes now the Plaintiff and demurs to the Plea in Abatement, heretofore filed in this cause, and for ground of demurrer thereto assigns seperately and severally the following:

1.

That said Plea in Abatement does not set up a valid bar to the jurisdiction of this Court.

2.

That said Plea in Abatement is not a bar to the jurisdiction of this Court in that it affirmatively appears from the Bill of Complaint that the Defendant is a resident of Baldwin County, Alabama.

3.

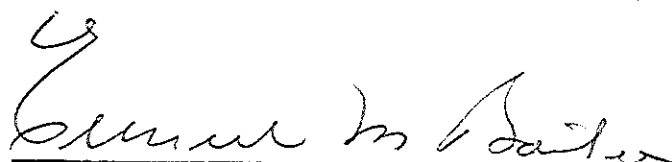
That the said Plea in Abatement is not a bar to the jurisdiction of this Court in that it affirmatively appears that the Defendant was served with the Bill of Complaint in Baldwin County, Alabama.

4.

That the said Plea in Abatement is not a bar to the jurisdiction of this Court in that the cause of action arose in Baldwin County, Alabama.

5.

That the said Plea in Abatement is not a bar to the jurisdiction of this Court in that it appears affirmatively from the Bill of Complaint that the cause of action arose in Baldwin County, Alabama.


ERNEST M. BAILEY, Attorney for the
Plaintiff

FILED
NOV 21 1961
ALICE L. DICK, CLERK
REGISTER

Mrs. David A. Provost
Plaintiff

VS

Harve A. Jarvis

4857

Demarred

&

Plea in Abatement

FILED

NOV 21 1961

ALICE J. DUCK, CLERK
REGISTER