

State of Alabama }  
Baldwin Co }

ANSWER

EOLIAN A. ENGLAND  
PLAINTIFF

VS.

Calvin N. Taylor  
also known as Cal Taylor  
DEFENDANT

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY  
ALABAMA  
AT LAW

CASE NO 5729

COMES NOW the DEFENDANT IN THE ABOVE STYLE  
CAUSE AND FOR ANSWER TO THE BILL OF COMPLAINT  
SAYS:

1. AS TO COUNT ONE "NOT Guilty"
2. AS TO COUNT TWO "NOT Guilty"
3. AS TO COUNT THREE "NOT Guilty"
4. AS TO COUNT FOUR "NOT Guilty"

DEFENDANT RESPECTIVELY  
DEMANDS TRIAL BY JURY.

Calvin N. Taylor

DEFENDANT,

Calvin N. Taylor

DEFENDANT

FILED

NOV 19 1963

ALICE J. DUCK, CLERK  
REGISTER

SUMMONS

STATE OF ALABAMA )  
(  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon CALVIN N. TAYLOR, also known as CAL TAYLOR, to appear and plead, answer or demur within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, Alabama, at the place of holding same by EOLIAN A. ENGLAND.

WITNESS my hand this the 1 day of Oct, 1963.

Miss J. Duck  
CLERK

\* \* \* \* \*

COMPLAINT

EOLIAN A. ENGLAND,	)	IN THE CIRCUIT COURT
	(	
Plaintiff	)	OF BALDWIN COUNTY,
	(	
VS.	)	ALABAMA.
	(	
CALVIN N. TAYLOR, also known	)	AT LAW
as CAL TAYLOR,	(	
	)	
Defendant	(	CASE NO. <u>5729</u>


COUNT I: The Plaintiff claims of the Defendant THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for the rent of a tract of land, to-wit: the premises located on the H. England Lumber Company property, Highway 90 Viaduct, Robertsdale, Baldwin County, Alabama, consisting of display room, two office rooms, together with the reasonable use of the yard surrounding the same located at U. S. Highway 90 Viaduct, Robertsdale, Alabama, demised by the Plaintiff to the Defendant on to-wit: the 15th day of April, 1963, said rent commencing on the 15th day of April, 1963, and ending one year after the 15th day of April, 1963. The Plaintiff avers that the said demise was by written lease and that the said rent is in default which was due on the 15th day of June, 1963, the 15th day of July, 1963, the 15th day of August, 1963,

and the 15th day of September, 1963, which monthly rent installments were \$75.00 per monthly installment. The Plaintiff avers that among other things as provided by said written lease, the Defendant waived all right of exemption as to personal property as allowed by the laws of the Constitution of the State of Alabama, and in addition thereto, agreed to pay a reasonable attorney's fee if it became necessary for the said Plaintiff to employ an attorney concerning the breach of the said lease by the lessee.

COUNT II: The Plaintiff claims of the Defendant the sum of THREE HUNDRED ONE AND 19/100 DOLLARS (\$301.19) due from him by account on to-wit: the 21st day of August, 1963, which sum of money with the interest thereon is still unpaid.

COUNT III: The Plaintiff claims of the Defendant the sum of THREE HUNDRED ONE AND 19/100 DOLLARS (\$301.19) due for merchandise, goods and chattels delivered to the Defendant by trust receipt on to-wit: the 15th day of April, 1963. The Plaintiff avers that under and by the terms of the trust receipt the Defendant agreed to account for the property in his possession at any and all times and the Plaintiff avers that the said Defendant has failed to account for property covered by said trust receipt, the value of which property was \$301.19.

COUNT IV: The Plaintiff claims of the Defendant FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) as damages to the premises located on the H. England Lumber Company property, Highway 90 Viaduct, Robertsdale, Baldwin County, Alabama, consisting of a display room and two office rooms. The Plaintiff avers that during the term of the lease between to-wit: the 15th day of April, 1963 and the 1st day of September, 1963 the said Defendant, while in the possession of the said premises, tore down shelves and brackets in the said display room and has failed to repair or to replace the said shelving, all to the damage of the Plaintiff, and hence this suit.

  
FRED F. SMITH, JR., Attorney  
for Plaintiff

The Defendant may be served at Robertsdale, Alabama, where he operates a paint store in the business block across from the potato sheds.

5729

Received 1 day of Oct 1941  
and on 17 day of Oct 1941

I served a copy of the within  
on Calvin W. Taylor

By service on Same

TAYLOR WILKINS, Sheriff  
By W. F. Hall D  
C. Childress  
R. Dale

Sheriff claims 50 miles at  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff  
BY C. Childress  
DEPUTY SHERIFF

Colian A. England

vs

Calvin W. Taylor  
a/k/a Cal Taylor

FILED

JOSE J. DUGG, CLERK, REGISTER

We the jury find for the plaintiff  
& assess the damages under  
Count 1 at \$400.00 with waives  
of execution as to personal  
property,

We the jury find for the plaintiff  
under counts 2 and 4 and  
assess the damages at  
\$40.19,

F. E. Malone

STATE OF ALABAMA X  
COUNTY OF BALDWIN X

*Handwritten signature*

THIS INDENTURE MADE THIS 15th day of April, 1963, between EOLIAN A. ENGLAND, the party of the first part, and hereinafter called the Lessor, and CALVIN N. TAYLOR, the party of the second part, and hereinafter called the Lessee, Witnesseth:

The Lessor does lease and by these presents does grant, demise and lease to the said Lessee the following described premises located on the H. ENLAND LUMBER COMPANY property at Highway 90 Viaduct, Robertsdale, Baldwin County, Alabama, to wit: the display room and two office rooms of the H. England Lumber Company property together with reasonable use of the yard surrounding the same located at U. S. Highway 90 Viaduct, Robertsdale, Alabama, said building being of frame construction.

TO HAVE AND TO HOLD the same for a term of one (1) year. Said lease term is to begin on to wit: the 15th day of April, 1963, and to end one year after said date for the rental for said one year term of \$900.00 to be paid in monthly installments of \$75.00 per month in advance.

In addition to the premises, the Lessor does grant to the Lessee the use of the following described personal property during said term, to wit: 1 - Royal Typewriter KMM 2617291; 1 - Underwood Electric Adding Machine No. 563979-8120 P; 2 Wood desks; 3 Wood chairs; 2 step-stools; 1 - Welbilt Air Conditioner; 1 - Herring Hall Marvin Safe; 1 Westclox electric clock; 1 Fire Extinguisher; 1 Wood storage cabinet; and 1 - Royal Gas Space Heater; 1 - Electric Paint Vibrater Machine; 1 - Sample Aluminum Screen Door.

The Lessee hereby covenants and agrees with the Lessor as follows:

1. That he will pay the rent on the premises.
2. That he will not occupy or use the said premises nor will he permit the same to be occupied or used by any business deemed extra hazardous on account of fire or otherwise.

3. That at the expiration of the term, he will quit and surrender the premises hereby demised in as good condition as received, reasonable wear and tear and damage by fire or the elements, or from other causes beyond his control excepted.

4. That he will deliver the personal property back to the Lessor in the same or similar condition, reasonable wear and tear excepted.

5. That he will comply with all lawful requirements of health regulations, police and fire department and municipal and state authorities in respect to the manner in which he uses the leased premises.

6. If by the exercise of the right of eminent domain or seizure, or appropriation of land in the demised premises by lawful authority, an untenable condition is created, the Lessee shall have the option to terminate this lease; but if such an untenable condition is not hereby created, then rental shall abate pro rata according to the space seized or appropriated.

7. That he will pay for all water, gas, electricity and other public utilities which shall be used by him.

8. It is further agreed by the Lessee that he shall not have the right or option to sub-let or sub-lease the said premises without the written consent of the Lessor.

The Lessor hereby covenants and agrees with the Lessee as follows:

1. That she is, at the time of the execution of these presents, the sole owner in fee simple of the premises hereby demised and she has the full right to lease the same for the term aforesaid.

It is expressly understood and agreed that the above covenant of the said Lessor constitutes a warranty by her, and that, in case that she has not the title and right aforesaid, then, in such event, this lease at the option of the Lessee shall become null and void and no rent for the remainder of the term aforesaid shall become due to the Lessor, her legal representative

or assigns.

2. That she will put the Lessee in actual peaceful possession of the demised premises on or about to-wit: the 15th day of April, 1963, or thereabouts, which will be the beginning of the said lease term, and that the said Lessee on paying the said rent and performing the covenants herein agreed by him to be performed, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the said term.

The following stipulations are expressly understood by both the Lessor and the Lessee:

1. The said premises are leased as is and the Lessor shall have the obligation only to maintain and keep the roof of the said demised premises in reasonable and good repair and shall maintain the same free from undue leaks after notice by the Lessee of any defect thereof.

The covenants and agreements contained in this lease are interdependent and are binding upon the parties hereto, and their legal representatives.

Feminine and neuter pronouns to be substituted for those of the masculine form, plural is to be substituted for the singular in number in any place or places herein in which the context may require such substitution.

It is further agreed by and between the Lessor and the Lessee that in the event there is a default upon the part of the Lessee of the terms of this lease, which default would require the Lessor to terminate the lease or to employ an attorney concerning the breach of said Lease by the Lessee, then and in such event the Lessor shall be entitled to charge a reasonable attorney's fee in the event that an attorney is required to be employed by the Lessor to enforce the provisions of this lease. The Lessee does further waive all right of exemption as to personal property that are allowed by the laws and the constitution of the State of Alabama for such attorney's fee and for the rent accruing and

to be paid under this lease.

In the event that the Lessee holds on after the initial term of this lease, then and in such event, his tenancy shall be on a month to month basis.

This lease covers in full each and every obligation of every kind and nature whatsoever from the Lessor to the Lessee and from the Lessee to the Lessor concerning the premises hereby demised, any statute, law or custom of the State in which said premises are situated to the contrary notwithstanding.

EXECUTED IN DUPLICATE ORIGINAL.

IN WITNESS WHEREOF we hereto set our hands and seals on this the 15th day of April, 1963.

  
EOLIAN A. ENGLAND L.S.

  
CALVIN N. TAYLOR L.S.