

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
APRIL TERM, 1963

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Louis R. Eiland, Delphine Eiland and the Baldwin County Savings and Loan Association, 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 Bay Minette, Against the said Louis R. Eiland, Delphine Eiland and the Baldwin County Savings and Loan Association, by Guy Owens, as Plaintiff.

Witness my hand and seal this 2 day of April, 1963.


Clerk of Circuit Court

GUY OWENS,

Plaintiff,

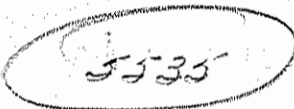
vs

LOUIS R. EILAND, DEL-
PHINE EILAND and BALD-
WIN COUNTY SAVINGS AND
LOAN ASSOCIATION,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW



COUNT ONE:

Plaintiff claims of the Defendants the sum of One Hundred Ninety-eight and 93/100 (\$198.93) Dollars, for work and labor done by Plaintiff at the request of the Defendants, Louis R. Eiland and Delphine Eiland, on a building or improvement on the following described real property, to-wit:

Begin at a point 25 feet South and 25 feet West of the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 25, Township 7 South, Range 4 East; run thence South 305 feet, run thence West 100 feet, run thence North 305 feet, run thence East 100 feet to place of beginning, lying and being in the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 25, Township 7 South, Range 4 East, all lying in Baldwin County, Alabama,

which said indebtedness accrued on, to-wit, the 7th day of February, 1963, and is now due and unpaid.

Plaintiff alleges that the above described property is the property of the Defendants, Louis R. Eiland and Delphine Eiland; that said work and/or labor was done or performed on said buildings or improvements on said land, under and by virtue of a contract with the said Louis R. Eiland and Delphine Eiland, the owners thereof; that within four months after said indebtedness had matured, on, to-wit, 7 February, 1963, Plaintiff did file in the Office of the Judge of Probate of Baldwin County, Alabama, where said land is located, a verified statement as required by law, a copy of which is attached hereto, and is hereby made a part hereof, and marked Exhibit "a"; wherefore plaintiff claims a lien for said amount upon said land and buildings and improvements situated thereon.

COUNT TWO:

The Plaintiff claims of the Defendants One Hundred Ninety-Eight and 93/100 (\$198.93) Dollars, for merchandise, goods and chattels sold by the Plaintiff to the Defendants Louis R. Eiland and Delphine Eiland, and for work and labor done for the Defendants by the Plaintiff, all on the 7th day of February, 1963, at their request.

Defendants' Address:

Louis R. Eiland and
Delphine Eiland, Foley, Ala.

Baldwin County Savings and
Loan Association, Robertsdale
and Fairhope, Alabama

Kenneth Cooper
Attorney for Plaintiff

E4-4-18-63

FILED

APR 9 1963

ALICE L. DUCK, CLERK
REGISTER

I certify that this instrument was filed on

FEB 6 1963 *8:00 AM*

and that no tax was collected. Recorded in *Ex. 1*

Book *6*
Page *145* Judge of Probate
R. H. Little

STATE OF ALABAMA

CRENSHAW COUNTY.

I, Guy Owens files this statement in
writing, verified by my oath of which I have personal
knowledge of the facts herein set forth:

That I, Guy Owens, claim a lien upon
the following property, situated in Baldwin County, Ala-
bama, to-wit: Begin at a point 25 feet South and 25 feet
west of the Northeast corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of section
25, township 7 South, Range 4 East, run thence south 305
feet, run thence west 100 feet, run thence north 305 feet,
run thence east 100 feet to place of beginning. Lying and
being in the northeast quarter of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of section
25, township 7 South, Range 4 East.

This lien is claimed separately and severally
as to both the buildings and improvements thereon, and the
said land.

That said lien is claimed to secure an in-
debitness of \$198.93 with interest from February 7, 1963,
for material furnished.

The name of the owners or proprietors of
said property are Louis R. Eiland and Delphine Eiland.

Guy Owens
Claimant.

State of Alabama

Crenshaw County,

Before me Horton H. Little, a Notary

Public for the State of Alabama at large personally appeared

~~Guy Owens who being duly sworn doth depose and say that he~~
has personal knowledge of the facts set forth in the fore-
going statement of lien and that the same are true and correct
to the best of his knowledge and belief.

Guy Owens
Affiant.

Subscribed and sworn to before me this the 7th day of
February, 1963.

Horton H. Little
Notary Public.

BOOK 006 PAGE 145

CASE NO. 5535

GUY OWENS,

Plaintiff

vs

LOUIS R. EILAND, DELPHINE
EILAND and BALDWIN COUNTY
SAVINGS AND LOAN ASSOCIATION

Defendants.

FILED

APR 9 1903

ALICE I. DUCK, CLERK
REGISTER

Received 9 day of April 1903
and on 18 day of April 1903
served a copy of the within D & C
in Louis R. Eiland 4-12-03
Delphine Eiland 4-12-03
By service on Policy
Ed Bligh
TAYLOR WILKINS, Sheriff
By Charles D. S.

Louis R. & Delphine Eiland
D & C
Robert M. Mickle
R. L. Duck

Sheriff claims 194 miles at
Ten Cents per mile 19.40
TAYLOR WILKINS, Sheriff
BY Childress
DEPUTY SHERIFF

BAY MINETTE, ALA., April 9 1963

H. Cooper

IN ACCOUNT WITH
ALICE J. DUCK
CLERK OF CIRCUIT COURT

FOR Guy Oliver vs. Louis R. Eiland
#5535

4 copies

\$3.20

is a part of Court Cost.

Alice J. Duck

MISSISSIPPI

Key Driver
v.f.
Biland

JURY LIST - MARCH 9, 1964.

1. Beck, Charles C., Businessman, Lillian
2. Blalock, Greene C., Carpenter, Fairhope
3. Bloch, Herman, Farmer, Elberta
4. Malone, T.E., Merchant, Fairhope
5. Mason, Jimmy, Salesman, Fairhope
6. Mosley, Rufus, Farmer, Stapleton
7. Balava, Clarence, Farmer, Mag. Spgs.
8. Haden, James T., Salesman, Robertsdale
9. Quinley, Wilburn, Farmer, Bay Minette
10. Rhodes, Charles R., Farmer, Foley
11. Rhodes, Larkin T., Jr., Farmer, Bay Minette
12. Rieben, Ray, Paper Mill, Bay Minette
13. Roberson, Mutt, Laborer, Robertsdale
14. Lazzari, Anglo, Farmer, Belforest
15. Lazzari, Joe, Jr., Farmer, Belforest
16. Lazzari, John, Farmer, Belforest
17. Lager, J. E., Salesman, Foley
18. Little, W. F., Mgr. Bell Tele. Commercial, Spanish Fort
19. Robinson, Dale L., Ins. Agt., Foley
20. Sanders, E. Frank, Banker, Foley
21. Andress, Herbert E., Farmer, Foley
22. Dickey, O. L., Butcher, Robertsdale
23. Crosby, James W., Bookkeeper, Foley
24. Arnould, M. L., Floor Finisher, Robertsdale
25. Barton, John, Jr., Newport, Bay Minette
26. Thompson, Albert M., Merchant, Bay Minette
27. Wenzel, Emmett O., Merchant, Gulf Shores
28. Woodward, C. H., Merchant, Fairhope
29. Wright, Justice D., Forester, Stapleton
30. Boan, Jessie Forest, Farmer, Stapleton
31. Bung, Floyd, Merchant, Fairhope
32. Oblak, John, Jr., Farmer, Silverhill
33. Leiterman, Nick, Civil Service, Elberta
34. Smith, Clinton, Defense Worker, Bay Minette
35. Suddith, Jack, Officer Manager, Bay Minette
36. Bosby, Eugene, Construction Worker, Fairhope
37. Bryant, Nathan, Clerk, Fairhope
38. Denton, Alphonse, Carpenter, Fairhope
39. Lamar, Reuben, Laborer, Foley
40. McReynolds, Leon, Labor Worker, Bay Minette
41. Moore, Jessie, Court House, Bay Minette
42. Wilson, Frank E., Brookley Field, Daphne
43. Tullios, Abe, Brookley Field, Fairhope
44. Nix, C. Herbert, Reserve Fleet, Bay Minette

42
12
30
12
18
8
10

P XXXXX

D XXXXX

Gentlemen of the jury,
if you believe the
evidence you must
find for the defendant

We the jury find in favor
of the defendant.

J. E. Malone

GUY OWENS,

PLAINTIFF

VS

LOUIS R. EILAND, DELPHINE EILAND
AND BALDWIN COUNTY SAVINGS & LOAN
ASSOCIATION,

DEFENDANTS

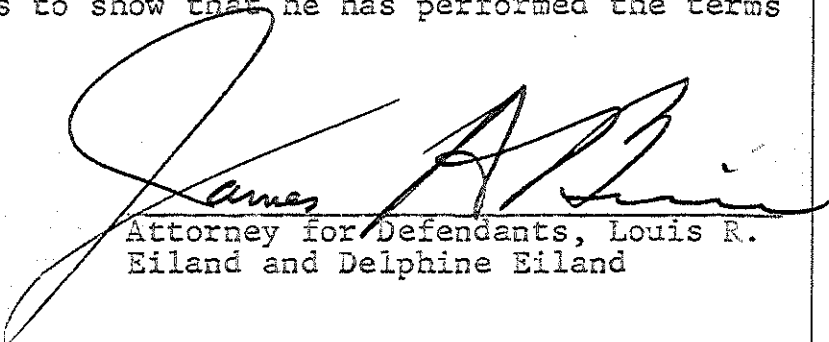
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW, NO. 5535

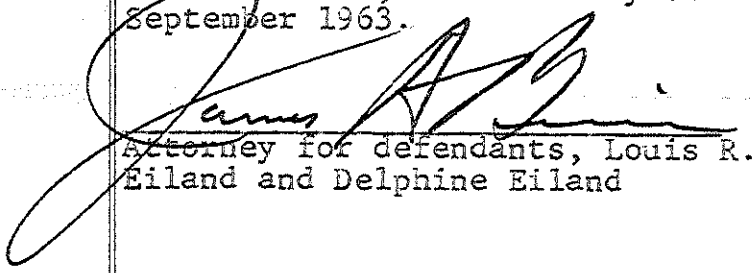
DEMURRER

Come now the defendants, Louis R. Eiland and Delphine Eiland, by their attorney, and demur to the Count One of the Amended Bill of Complaint heretofore filed by the Plaintiff and as grounds therefore, say:

1. That said count fails to allege whether the contract between the Plaintiff and the Respondent is in writing or is oral.
2. That due to the substitution of the term Respondent and the term Defendants throughout the count, it is impossible for the Defendants to know whether the Plaintiff refers to them or not.
3. For that said contract allegedly entered into between the Plaintiff and the Respondent is not identified by date.
4. That Plaintiff fails to show that he has performed the terms of said contract.


Attorney for Defendants, Louis R.
Eiland and Delphine Eiland

I hereby certify that I have
mailed, postage prepaid, a copy
of this demurrer to Kenneth
Cooper, Attorney of record for
the Plaintiff, this 9th day of
September 1963.


Attorney for defendants, Louis R.
Eiland and Delphine Eiland

FILED

SEP 10

FILE I DUCK

CLERK
REGISTER

GUY OWENS

PLAINTIFF

VS

LOUIS R. EILAND, DELPHINE EILAND,
and BALDWIN COUNTY SAVINGS & LOAN
ASSOCIATION

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO.

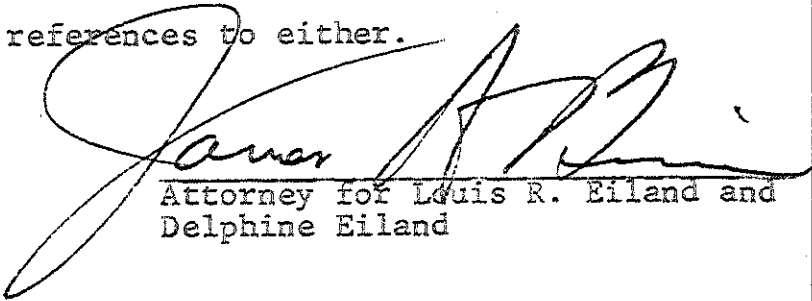
DEMURRER

Come now the defendants, Louis R. Eiland and Delphine Eiland, by their attorney, and demur to Count One as amended by the amended bill of complaint heretofore filed by the plaintiff, and as grounds therefor, say:

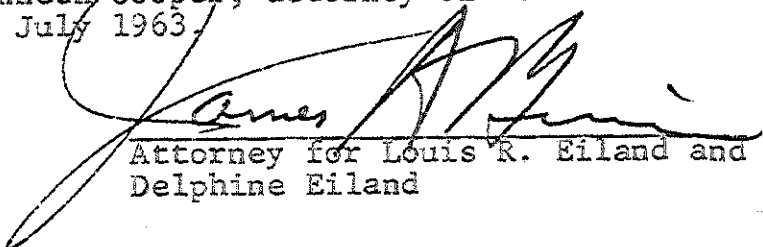
1. That the contract alledgedly entered into by and between the plaintiff and these defendant's is not set out in the count or in the bill of complaint.

2. That the agency relationship between plaintiff and Mr. Tommy Davenport is not set forth.

3. That the parties at times in count are referred to as defendants and at other times as respondents, and it is impossible to determine the correct references to either.


Attorney for Louis R. Eiland and
Delphine Eiland

I hereby certify that I have mailed, postage prepaid, a copy of this demurrer to Mr. Kenneth Cooper, attorney of record for Plaintiff, this 5th day of July 1963.


Attorney for Louis R. Eiland and
Delphine Eiland

FILED

JUL 8 1963

ALICE J. DUCK, CLERK
REGISTER

GUY OWENS,

Plaintiff,

VS.

LOUIS R. EILAND, DELPHINE
EILAND AND BALDWIN COUNTY
SAVINGS AND LOAN ASSOCIATION,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

220.5535

DEMURRER

Now comes Baldwin County Savings and Loan Association, one of the Defendants in the above styled cause and demurs to the amended complaint heretofore filed in said cause and as grounds for said demurrer assign the following, separately and severally:

1. The said count does not state a cause of action against the Defendant, Baldwin County Savings and Loan Association.
2. The complaint does not state a cause of action against the Defendant, Baldwin County Savings and Loan Association.
3. It does not allege who is the owner of the real property described in the said complaint.
4. It does not allege the date of the mortgage to the Defendant, Baldwin County Savings and Loan Association.
5. It does not allege the names of the mortgagees in the mortgage to the Defendant, Baldwin County Savings and Loan Association.
6. It does not allege the names of the owners of the building or improvements situated on the real property described in the complaint.

J. B. Blashburn
Attorney for Defendant, Baldwin County
Savings and Loan Association.

FILED

JUL 28 1963

ALICE L. DUCK, CLERK
REGISTER

GUY OWENS,)	
Plaintiff,)	
VS.)	IN THE CIRCUIT COURT OF
LOUIS R. EILAND, DELPHINE)	BALDWIN COUNTY, ALABAMA
EILAND and BALDWIN COUNTY)	AT LAW
SAVINGS AND LOAN ASSOCIATION,)	
Defendants.)	

AMENDED BILL OF COMPLAINT

Comes now the Plaintiff in above styled cause, and amends Count One thereof as heretofore filed on 9 April, 1963, by deleting Count One thereof, and substituting the following amended Count One:

COUNT ONE

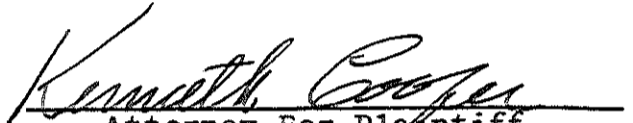
Plaintiff claims of the Defendants the sum of One Hundred Ninety-eight and 93/100 (\$198.93) Dollars, for work and labor done by the Plaintiff, through his agent, Mr. *TOMMY* Davenport, for the Defendants, and at the request of the defendants, Louis R. Eiland and Delphine Eiland, on a building or improvements on the following described real property, to-wit:

Begin at a point 25 feet South and 25 Feet West of the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 25, Township 7 South, Range 4 East; run thence South 305 feet, run thence West 100 feet, run thence North 305 feet, run thence East 100 feet to place of beginning, lying and being in the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 25, Township 7 South, Range 4 East, all lying in Baldwin County, Alabama,

on which said property the Respondent, Baldwin County Savings and Loan Association, holds a mortgage, and which indebtedness occurred on, to-wit: February 7, 1963, and is still due and unpaid although payment has heretofore been requested.

Plaintiff alleges that above described property is the property of the Defendants, Louis R. Eiland and Delphine Eiland; that said work and/or labor was done or performed on said buildings or improvements on said real property, under and by virtue

of an agreement or contract between your Plaintiff and the Respondents; that within four months after said indebtedness had matured, on, to-wit, February 1, 1963, Plaintiff did file in the Office of Judge of Probate of Baldwin County, Alabama, where said land is located, a verified statement as required by law, a copy of which was attached to the original Bill of Complaint heretofore filed in this cause, and which is also hereby made a part hereof; wherefore the plaintiff claims a lien for said amount upon said land and buildings and improvements situated thereon.


Attorney For Plaintiff

Attorneys of Record for
Defendant Louis R. Eiland
and Delphine Eiland is:

Hon James A. Brice
Foley, Ala.,

and Attorney of record for
Baldwin County Savings and
Loan association is:

Hon J.B. Blackburn
Bay Minette, Ala.

FILED

JUN 20 1964

ALICE L. DICK, CLERK

GUY OWENS,

Plaintiff,

Vs.

LOUIS R. EILAND, DELPHINE
EILAND and BALDWIN COUNTY
SAVINGS AND LOAN ASSOCIATION,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

AMENDED BILL OF COMPLAINT

Comes now the Plaintiff in above-styled cause and amends
Count Two thereof heretofore filed in this cause on the 9th day
of April, 1963, by deleting Count Two thereof, and substituting
the following amended Count Two, to-wit:

COUNT TWO:

The Plaintiff claims of the Defendants, Louis R. Eiland and
Delphine Eiland, One Hundred Ninety-Eight and 93/100 (\$198.93)
Dollars, for merchandise, goods and chattels sold by the Plaintiff
to said Defendants, ^{on, to-wit, 7 Feb. 1963,} Louis R. Eiland and Delphine Eiland, which
sum of money, with interest thereon, is still unpaid.

Kenneth Cooper
Attorney For Plaintiff

FILED

MAR 11 1964

ALICE L. DICK, CLERK
REGISTER

GUY OWENS,

Plaintiff,

VS.

LOUIS R. EILAND, DELPHINE
EILAND AND BALDWIN COUNTY
SAVINGS AND LOAN ASSOCIATION,

Defendants.

IN THE CIRCUIT COURT OF

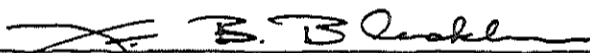
BALDWIN COUNTY, ALABAMA

AT LAW

DEMURRER

Now comes Baldwin County Savings and Loan Association, one of the Defendants in the above styled cause and demurs to the complaint hereto filed in said cause and to each count thereof and as grounds for said demurrer assign the following separately and severally:

1. The said count does not state a cause of action against the defendant, Baldwin County Savings and Loan Association.
2. The complaint does not state a cause of action against the defendant, Baldwin County Savings and Loan Association.


Attorney for Defendant, Baldwin
County Savings and Loan Association.

FILED

MAY 13 1963

ALICE J. DUCK, CLERK
REGISTER

GUY OWENS,

PLAINTIFF

VS

LOUIS R. EILAND, DELPHINE
EILAND, and BALDWIN COUNTY
SAVINGS & LOAN ASSOCIATION,

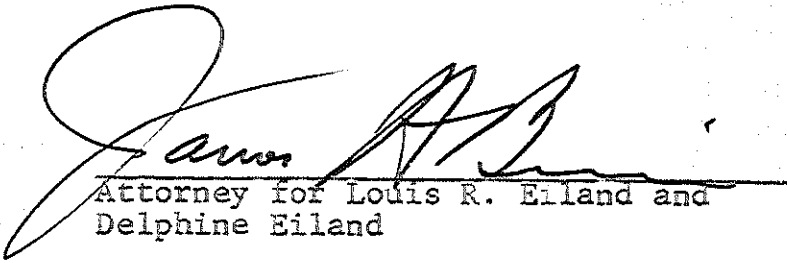
DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. _____

DEMURRER

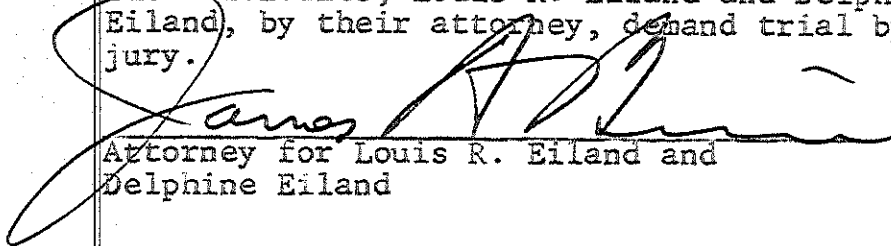
Comes the defendants, Louis R. Eiland and Delphine Eiland, by their attorney and demur to the complaint heretofore filed in said cause and to each count thereof, and for grounds assign separately and severally the following reason:

1) The bill of complaint fails to state a cause of action.

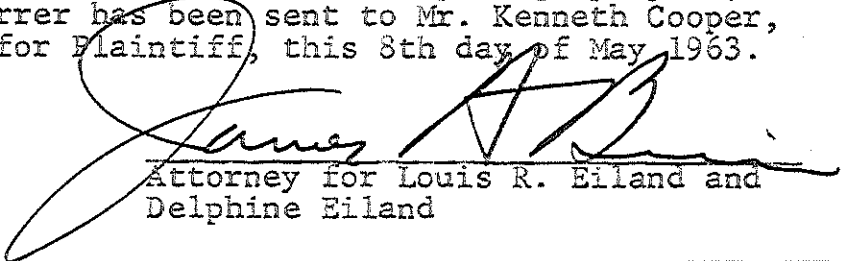

Attorney for Louis R. Eiland and
Delphine Eiland

DEMAND FOR TRIAL BY JURY

The defendants, Louis R. Eiland and Delphine Eiland, by their attorney, demand trial by jury.


Attorney for Louis R. Eiland and
Delphine Eiland

I hereby certify that I have mailed, postage prepaid, a copy of this demurrer has been sent to Mr. Kenneth Cooper, attorney of record for Plaintiff, this 8th day of May 1963.


Attorney for Louis R. Eiland and
Delphine Eiland

FILED

MAY 9 1963

ALICE J. DUCK, CLERK
REGISTER

GUY OWENS,

Plaintiff,

Vs.

LOUIS R. EILAND, DELPHINE
EILAND AND BALDWIN COUNTY
SAVINGS AND LOAN ASSOCIATION,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

AMENDED BILL OF COMPLAINT

Comes now the Plaintiff in above styled cause, and amends Count One thereof heretofore filed in this cause on 20 June, 1963, by deleting Count One thereof, and substituting the following amended Count One:

COUNT ONE:

Plaintiff claims of the Defendants, Louis R. Eiland and Delphine Eiland, the sum of One Hundred Ninety-Eight and 93/100 (\$198.93) Dollars, for merchandise, goods and chattels sold by the Plaintiff to the said Defendants on the 7th day of February, 1963, for use on a building or improvements on the following described real property, to-wit:

Begin at a point 25 feet South and 25 feet West of the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 25, Township 7 South, Range 4 East; run thence South 305 feet, run thence West 100 feet, run thence North 305 feet, run thence East 100 feet to place of beginning, lying and being in the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 25, Township 7 South, Range 4 East, all lying in Baldwin County, Alabama,

on which said property the Baldwin County Savings and Loan Association, holds a mortgage, and which indebtedness occurred on, to-wit: February 7, 1963, and is still due and unpaid although payment has heretofore been requested.

Plaintiff alleges that above described property is the property of the Defendants, Louis R. Eiland and Delphine Eiland; that said merchandise, goods and chattels were furnished for and used upon the said buildings or improvements on said real property,

under and by virtue of an agreement or contract between your Plaintiff and the Respondents, Louis R. Eiland and Delphine Eiland; that within four months after said indebtedness had matured, on, to-wit, February 1, 1963, Plaintiff did file in the Office of Judge of Probate of Baldwin County, Alabama, where said land is located, a verified statement as required by law, a copy of which was attached to the original Bill of Complaint heretofore filed in this cause, and which is, by reference, hereby made a part hereof; wherefore the Plaintiff claims a lien for said amount upon said land and buildings and improvements situated thereon.

Kenneth Egan
Attorney For Plaintiff

FILED

MAR 11 1964

ALICE I. DUCK, CLERK
REGISTER

GUY OWENS

PLAINTIFF

VS

LOUIS R. EILAND, DELPHINE EILAND
AND BALDWIN COUNTY SAVINGS AND
LOAN ASSOCIATION

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

ANSWER

Come now the defendants, Louis R. Eiland and Delphine Eiland, and for answer to the complaint heretofore filed and to each count thereof, separately and severally, interposes the following separate and several pleas thereto:

1. Not guilty.
2. The material allegations thereof are untrue.
3. That defendants did not buy any merchandise, goods or chattels from plaintiff or hire him to perform any work or labor on February 7, 1963, or at any other time.
4. That the contract is void as against the Statute of Frauds.

FILED

MAR 11 1964

ALICE J. HUNT, CLERK
REGISTER

James A. Luni
Attorney for Defendants