

STATE OF ALABAMA )  
BALDWIN COUNTY )

QUINTON WILLIAMS,  
PLAINTIFF  
VS.  
HARVEY SMITH,  
DEFENDANT

CASE NO. 6979 - CIVIL DIVISION  
IN THE CIRCUIT COURT OF ALABAMA,  
TWENTY-EIGHTH JUDICIAL CIRCUIT.

Comes the plaintiff and amends his complaint heretofore filed in this cause by adding Counts Four, Five and six to said complaint as last amended

COUNT FOUR

The Plaintiff claims of the Defendant Four Hundred Ninety-five Dollars, for the rent of a house on Lot Seven, Block Two, Southport Unit of Gulf Shores, in Baldwin County, Alabama; said property demised by the plaintiff to the defendant on the 10th day of June, 1965, by written lease, said rent commencing on the 10th day of June, 1965, and ending on the 10th day of June, 1966, and is payable under said lease at the rate of \$55.00 per month in advance; demand for the past due rent has been made by Plaintiff to the Defendant, but the defendant has refused and failed to pay the rent due Plaintiff.

Plaintiff avers that defendant in and by the terms of said lease waived all rights of exemption to which he was entitled under the Laws and Constitution of the State of Alabama.

Plaintiff claims of the Defendant the sum of One Hundred Sixty Dollars (\$160.00) as a reasonable attorney's fee which Defendantin and by the terms of said lease agreed to pay. A copy of said lease, marked Exhibit "A" is attached hereto and by reference made a part hereof.

COUNT FIVE

The Plaintiff claims of Defendant Four Hundred Ninety-five Dollars (\$495.00) for the use and occupation by him of the property described as a House on Lot Seven, Block Two, Southport Unit of Gulf Shores in Baldwin County, Alabama, belonging to the plaintiff; from the 10th day of June, 1965, to the 10th day of April, 1966, and that said sum is past due and unpaid.

COUNT SIX

That on the 10th day of June, 1965, by a written lease duly executed by Plaintiff and delivered to Defendant, leased to Defendant one dwelling house located on Lot number seven in Block Two, Southport Unit of Gulf Shores, in Baldwin County, Alabama, on the 10th day of each month in advance, a copy of said lease marked Exhibit "A" is attached hereto and by reference made a part hereof.

That on June 10th, 1965, defendant went into possession of said building under the terms of said lease and at all times since said

date, remained in possession of said property until, to-wit, the 23rd day of November, 1965, at which time the defendant returned the keys to said building to the rental agency and stated "that he had moved out of the building" breaching a provision in said lease that "if the lessee vacates said premises before the expiration of said term, without the written consent of the lessor or his agent, the lessor or his agent may re-enter and re-let same, from time to time, without notice to the lessee, as the agent of the lessee, and such re-entry and re-letting shall not discharge the lessee from any liability for rent nor from any of the terms, conditions or covenants of this lease, and the lessee shall make good to the lessor the difference, if any, between total rental as provided in the within contract and total rent collected and remitted from such sub-tenant or tenants. Defendant went into possession of said property without paying any money at the time stated and never paid any money to plaintiff or his agent as provided under the terms of said lease, which at this time amounts to the aggregate to the sum of \$605.00; That the lease provided for the lessee to pay the lessor or his agent a reasonable attorney's fee in the event of the employment of an attorney to collect any rents, or amounts, or to file and prosecute a suit against lessee under the terms of the within contract together with all damages and costs by reason of a violation of the terms of said contract and that the sum of \$160.00 is a reasonable attorney's fee to be allowed to plaintiff for the commencement and prosecution of this action.

That the terms of said lease provided that the tenant waived all rights of exemption to which he was entitled under the laws and Constitution of the State of Alabama.

That the money is still due plaintiff and has not been paid, although plaintiff has demanded of Defendant the rent past due, but the Defendant has refused or failed to pay the rent.

The Plaintiff has duly performed all of the duties and conditions on his part to be performed; Hence this suit.

Graydon Newman  
Graydon Newman, Attorney for Plaintiff.

I, Arthur C. Epperson, Attorney of record for the Defendant do hereby accept notice of a copy of the amended complaint in the above styled cause and waive any further notice and service of same.

Arthur C. Epperson  
Attorney for Defendant.

7100

5-25-66

Quinton Williams, Plaintiff

Vs.

Harvey Smith,

Defendant

Case No. 6979  
Civil Division  
Circuit Court  
28th Judicial Circuit

We the jury find for the plaintiff and ~~assess~~  
assess \$82.00 rent to be paid by the  
defendant, plus \$100.00 attorney fee.

Belle Stephens  
Foreman

GRAYDON NEWMAN  
ATTORNEY-AT-LAW  
GULF SHORES, ALABAMA

May 24, 1966

Mrs. Alice Duck, Clerk  
Circuit Court Baldwin County  
Baldwin County Court House  
Bay Minette, Alabama

Re: Quinton Williams vs. Harvey Smith  
Case No. 6979 - Civil Division  
Circuit Court - 28th Judicial Circuit

Dear Madam:

The enclosed Amended Complaint is to be filed in the above referenced case.

With kindest personal regards, I am,

Very truly yours,



GRAYDON NEWMAN  
Attorney for Plaintiff

Enc: As Noted.

GN/bm

STATE OF ALABAMA )  
BALDWIN COUNTY )

CIRCUIT COURT  
TWENTY-EIGHTH JUDICIAL CIRCUIT  
OF ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon HARVEY SMITH to appear before the Circuit Court, to be held for said County, at the place of holding the same, within thirty days from service of this process, then and there to answer the complaint of QUINTON WILLIAMS.

WITNESS my hand, this 12 day of December, 1965.

Alice J. Duck  
Clerk

COMPLAINT

QUINTON WILLIAMS, )  
Plaintiff ) VS. ) HARVEY SMITH  
Defendant )

COUNT ONE

*Case No. 6797*

Plaintiff claims of the Defendant the sum of SIX HUNDRED SIXTY AND NO/100 (\$660.00) DOLLARS, due by written lease made by Defendant to Plaintiff on, to-wit: the 10th day of June, 1965, and Plaintiff avers that as part of said instrument the Defendant waives his right of exemption as to personal property and agrees to pay a reasonable attorney's fee which he also claims, to-wit, ONE HUNDRED SIXTY-FIVE AND NO/100 (\$165.00) DOLLARS.

FILED

DEC 17 1965

ALICE J. DUCK, CLERK

Graydon Newman  
GRAYDON NEWMAN  
Attorney for Plaintiff  
Gulf Shores, Alabama

*Entered  
Dec 28, 1965*

Case No. 6797

QUINTON WILLIAMS,

Plaintiff,

VS

HARVEY SMITH,

DEFENDANT.

Address of Devendant:

Star Rt. Box 227  
Elberta, Ala.

P. O. & J. S. S. S.

Received 17<sup>th</sup> day of Dec. 1965  
and on 28<sup>th</sup> day of Dec 1965  
I served a copy of the within S & C  
on Harvey A. Smith Jr.

Quinton Williams, Sheriff  
J. Eastwood, Deputy Sheriff

Sheriff claims 84  
Ten Cents per mile Total \$ 8.40

TAYLOR WILLIAMS, Sheriff

BY J. M. Eastwood  
DEPUTY SHERIFF

FILED

DEC 27 1965  
FBI - ALA.

QUINTON WILLIAMS )  
Plaintiff )  
VS. )  
HARVEY SMITH )  
Defendant )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

Case No. ~~6979~~ 6797

Comes the defendant in the above styled cause and demurs to the complaint and to each count thereof separately and severally, and for grounds of demurrer, assigns separately and severally the following:

1. The count is vague, indefinite and uncertain.

2. The count does not state a cause of action.

3. The count does not allege with sufficient certainty as to whether the plaintiff is suing for damages on a breach of contract or in assumpsit for unpaid rent.


5. For aught that appears from the written lease the sum of \$660.00 for rent would not be due until the 10th day of May, 1966.

6. For aught that appears there has been no breach of the covenants of the written lease.

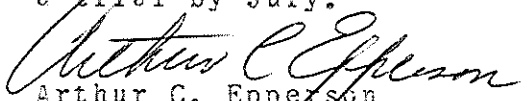
7. The count does not allege wherein there has been a breach of the lease.

8. For aught that appears there has been no breach of the covenants by the defendant nor notice in writing given to the defendant of a breach and election to mature and make payable all rent by the plaintiff.

9. From aught that appears the plaintiff has had continuous possession of the premises.

  
Attorney for the Defendant

The Defendant demands  
a trial by Jury.

  
Arthur C. Epperson  
Attorney for the Defendant

FILED  
FEB 25 1966  
CLERK  
REGISTER

STATE OF ALABAMA)

BALDWIN COUNTY )

QUINTON WILLIAMS, )  
PLAINTIFF )

VS. )

HARVEY SMITH )  
DEFENDANT )

CASE NO. 6979 CIVIL DIVISION

IN THE CIRCUIT COURT OF ALABAMA TWENTY=

EIGHT JUDICIAL CIRCUIT

TO THE HONORABLE JUDGE OF SAID COURT:

Comes the Plaintiff in the above styled cause and amends his complaint heretofore filed in this cause by adding counts two and three; and amending count one as follows; by adding in line three immediately after the figures 1965 the following, an exact copy of said written lease is attached hereto and made a part hereof as if fully set out herein.

COUNT TWO

The Plaintiff claims of the Defendant the sum of \$660.00 Dollars, due for rent by written lease made by Defendant to Plaintiff on, to-wit: the 10th day of June 1965, an exact copy of said lease is attached hereto and made a part hereof as if fully set out herein.

Plaintiff further claims of the Defendant the sum of \$160.00 Dollars as a reasonable attorney's fee which defendant in and by the terms of said Lease agreed to pay.

Plaintiff further avers that Defendant in and by the terms of said lease waived all rights of exemption to which he was entitled under the Laws and Constitution of the State of Alabama.

Plaintiff avers that the money due him is for the rent of the premises of the property described in said lease.

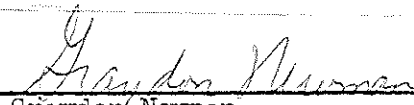
COUNT THREE

The Plaintiff claims of the Defendant the sum of \$660.00 Dollars due by written Lease made by Defendant to Plaintiff on, to-wit: the 10th day of June 1965, in Baldwin County, Alabama, an exact copy of said written lease is attached hereto and made a part hereof as if fully set out herein.

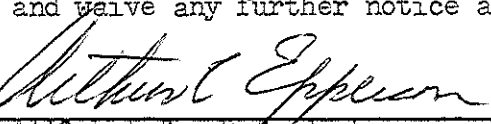
Plaintiff claims of the Defendant the sum of \$160.00 Dollars as a reasonable attorney's fee which Defendant in and by the terms of said lease agreed to pay.

Plaintiff further avers that Defendant in and by the terms of said lease waived all rights of exemption to which he was entitled under the laws and constitution of the State of Alabama.

Plaintiff further avers that the sum due, to-wit under said lease for \$660.00 Dollars is for the rent of the premises described in said lease, which the Plaintiff Quinton Williams rented to the Defendant Harvey Smith and that demand for said rent was made by Plaintiff to Defendant for said rent but Defendant has failed or refused to pay said rent.

  
Graydon Newman  
Attorney for Plaintiff  
Gulf Shores, Ala.

I, Arthur C. Epperson, Attorney of record for the Defendant, do hereby accept notice and a copy of the amended complaint in the above styled cause and waive any further notice and service of same. Jan. 26, 1966.

  
Attorney for Defendant.

FILED  
JAN 27 1966  
CLERK  
REGISTRY



AMENDED COMPLAINT

CIVIL DIVISION CIRCUIT COURT

CASE # 6797

QUINTON WILLIAMS  
PLAINTIFF

VS.

HARVEY SMITH  
DEEDANT.

Copy

State of Alabama  
BALDWIN  
JEFFERSON COUNTY

THIS LEASE, made this 10th day of June

1965

by and between Quinton Williams and wife Evelyn N. Williams

hereinafter called "Lessor," of the one part, by  
as Agent, and Mr. Harvey Smith and wife

hereinafter called "Lessee," of the other part:

Witnesseth: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of Gulf Shores, ~~Baldwin County~~, Alabama, to-wit: One two bedroom, bath, etc., masonry home located on Block 2, Lot 7 Southport Unit of Gulf Shores, in Baldwin County, Ala., with gas ice box, stove and hotwater heater and air conditioner.

for use and occupation by the Lessee as a residence

and for no other different use or purpose, for and during the term of One year ~~month~~ and ~~days~~  
beginning on the 10th day of June 1965, and ending on the 10th day of June 1966.

and from month to month thereafter, provided, however, that either the lessor or the lessee may terminate this lease on the last day of any calendar month thereafter by either party giving to the other party at least thirty days written notice of intention to terminate, and such notice may be given by the lessor to the lessee by mailing notice addressed to the lessee at the leased premises, and may be given by the lessee to the lessor by the lessee mailing notice to:

Agents Birmingham, Alabama

Gold S. Shames

Gulf Shores

In Consideration Whereof, the Lessee agrees to pay the Lessor, or said Agent, at the office of said Agent in Birmingham, Alabama, on the first day of each month of said term in advance, as rent for said premises, the sum of Fifty-five Dollars (\$55.00) per month

As part of the consideration of this lease Lessors gives the lessee the option to purchase the above house and lot for \$8000.00 during said term of one year and also gives the lessee the option to buy said house and lot and the additional lots 8, 9 and 10 block 2 Southport Unit of Gulf Shores all for the sum of \$12,000.00, during the term of this lease, and if this option is not exercised by the lessee during said term, the option herein terminates with the lease. The lessee will paint the inside and the woodwork outside and deduct the cost from the rent.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS, AND COVENANTS:

- The Lessor covenants to keep the Lessee in possession of said premises during said term, provided, however, that the Lessor shall not be liable for the failure to deliver possession of the leased premises, other than to the extent of abatement of rent from the date of the commencement of this lease to the day possession is delivered to Lessee on the rental basis herein set forth.
- Nothing herein contained shall be construed as a warranty that said premises are in GOOD CONDITION or FIT or SUITABLE for the use and purpose for which they are hereby let.
- The Lessor shall not be REQUIRED to make any repairs or do any work on or about said premises or any part thereof, or on any premises connected therewith, but not hereby leased, unless and only to the extent hereinafter set out. However, the Lessee hereby gives the Lessor, or said Agents, the right to enter said premises at any reasonable hour to make such repairs and to do such work on or about said premises as Lessor may be lawfully required to make, or deem necessary. The Lessee hereby gives the Lessor, or said Agents, the right to VISIT and INSPECT said premises at all reasonable times and to show said premises to prospective tenants or purchasers, and to display "For Rent" and "For Sale" signs on or about said premises at any time.
- The Lessee herein agrees NOT to make any ALTERATIONS in said building or premises, or on or about any premises connected therewith, but not hereby leased, nor to paint upon or attach any signs, wires or other material, other structure, apparatus or radio antennae without the written consent of the Lessor, or said Agents.
- The Lessee further agrees with the Lessor: That light housekeeping shall not be permitted or suffered in said premises and that only the kitchen shall be used for cooking without the written consent of said Lessor or his agents, that the Lessee shall replace all glass broken and keys lost or broken, if and when broken and lost, will pay all bills for water, gas and electricity used on or about said premises; to take good care of said premises, commit no waste of property or permit same to be done, and to keep in good condition all water closets, laboratories, fixtures and other plumbing and all electrical wires and fixtures, and to clear all sewers and drains that may become stopped; that Lessee will promptly repair and make good all injury or damage to said premises caused by the Lessee, members of Lessee's family, or any other person or persons on or about said premises, and that failing so to do the Lessor, by giving five days' notice to the Lessee, may repair and make good the same at the cost of the Lessee, and such cost shall be considered as additional rent for said premises, secured by landlord's lien, and that the Lessee will pay the Lessor on the first day of the month following the month in which the same were incurred by the Lessor; that the Lessor shall have a lien upon all goods, furniture and effects and fixtures of the Lessee on said premises, or to be placed thereon during said term, for the rent for the full term hereof and for any other amounts owing or accruing hereunder, in addition to the statutory landlord's lien.
- In the event the Lessee fails to pay any one or more of said installments of rent, or any other amount owing or accruing hereunder, as and when due, or if the Lessee removes, or attempts to remove, or permits to be removed from said premises, without the written consent of the Lessor or his agents, any of the goods, furniture, effects or other property of the Lessee brought thereon, without first paying in full all rent herein reserved for the entire term, or if an execution or other legal process is levied upon said goods and chattels, or upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against Lessee, or any assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if the Lessee uses or permits any part of the premises to be used for any immoral, illegal or purpose prohibited by State, County, City or Federal Laws, or if Lessee uses or permits the same to be used for any other purpose than for which the premises are hereby let, or if the Lessee vacates before the expiration of said term without the written consent of the Lessor or his agents, or if the Lessee fails to allow Lessor, or Agents, to show said premises, or if Lessee violates any of the other terms, conditions or covenants herein contained, then, and upon the happenings of any one or more of said events, Lessor or his agents may, at their option, mature and make due any payable, all rent reserved herein, immediately upon giving written notice to said Lessee. The Lessor or his agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the above events, and may upon giving twenty-four hours' written notice to Lessee terminate this lease, re-enter, take possession and re-let said premises. The said rights of the Lessor or his agents to mature said rents and to terminate this lease, as above provided shall be and remain in full force and effect continuously after the happenings of any one or more of said events, and the failure of Lessor or his agents to exercise said rights, or either of them, shall not be deemed a waiver or relinquishment thereof. No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions or covenants on the part of the Lessee herein contained. The receipt of rent after breach or conditions broken shall not be deemed a waiver or forfeiture or a waiver of the right of the Lessor or his agents to terminate said lease to re-enter or re-let said premises.
- If the Lessee vacates said premises before the expiration of said term, without the written consent of the Lessor or his agents, the Lessor or his agents may re-enter, and re-let same, from time to time, without notice to the Lessee, as the Agent of Lessee, and such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from any of the terms, conditions or covenants of this lease; and the Lessee shall make good to the Lessor the difference, if any, between total rental as provided in the within contract and the total rental collected and remitted from such sub-tenant or tenants.
- Lessor may terminate this lease upon the expiration or termination of any terms for which the Lessor or his agents may re-let the same as Agent of the Lessee, by giving two days' notice therefor to the Lessee in writing.

59. The Lessee shall not under-lease, sub-let or sub-rent said premises, or any part thereof, or transfer or assign within  
60. lease, without the written consent of the Lessor or his agents. Each transfer and assignment, and each sub-letting or rent-  
61. ing of said premises, unless the written consent of the Lessor or his agents be first obtained, shall be and is null and void,  
62. at the option of the Lessor or his agents. It is expressly understood and agreed that the Lessee is NOT RELEASED  
63. from any liability for rent or from any of the conditions and covenants of the within contract when so transferred.  
64. THIS LEASE SHALL BECOME NULL AND VOID in the event the said building shall be entirely destroyed or ren-  
65. dered entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty,  
66. beyond the control of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said build-  
67. ing should be condemned and the Lessor or his agents be forced to tear down and remove said building by the State, County  
68. and City authorities, and the liability of the Lessee for the rents thereafter accruing hereunder shall cease upon the happen-  
69. ing of either of said events and such condemnation by said authorities, destruction or injury shall operate as a cancellation  
70. of this lease and Lessee shall thereupon at once give up possession without further notice from Lessor or Agents, surren-  
71. der possession of said premises to the Lessor or his agents, and rent shall be payable only to the time of said surrender.  
72. If said premises are so injured by fire, rain, wind or earthquake as to render the same partially untenable or par-  
73. tially unfit for the use or purpose for which the same are hereby let and are repairable within a reasonable time after  
74. written notice of said injury is given by the Lessee to the Lessor or his Agents, then, and in any of those events,  
75. the Lessor or Agents may repair the same within said time, and the rent during said time shall be reduced in the pro-  
76. portion that said premises in said untenable or unfit conditions bears to said premises in their condition before said in-  
77. jury, provided, however, that in the event Lessor or his agents fail to commence said repairs within thirty days after Les-  
78. see shall notify Lessor or his agents of such injury, this lease may be terminated by Lessee by written notice at any time  
79. after the expiration of said thirty days, and before said repairs are commenced by Lessor or his agents.  
80. It is expressly understood and agreed that the Lessor or his agents are in no wise responsible for any damage that  
81. may accrue caused by repairing, restoring, or rebuilding said premises as above provided; nor shall the Lessor or his  
82. agents be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective  
83. condition of any pipes, toilets, plumbing, electric wires, or fixtures, gas pipes, fixtures, apparatus, or connections, or any  
84. of them, or caused by or growing out of any defects in said premises, or any part thereof, or by fire, wind, rain or other  
85. cause, or during the repairing, alteration, or construction thereof.  
86. The Lessee further agrees that, upon the termination or expiration of the within lease, to surrender quiet and peace-  
87. able possession of said premises in the like good order as at the commencement of said term, and notice so to do is hereby  
88. waived. It is further understood and agreed that if the Lessee shall continue in possession of any part of said premises  
89. after the expiration of the aforesaid term, without the written consent of Lessor or his agents, then this lease, at the op-  
90. tion of the Lessor or his agents, shall continue in full force for such length of time as Lessor may elect up to one year  
91. from date of expiration with all conditions, covenants, and terms herein set forth, except that the rental of said premises  
92. shall be DOUBLE THE AMOUNT herein fixed.  
93. The Lessee hereby agrees that any written notice addressed to him in care of the premises herein leased or left on  
94. leased premises shall be legal notice the same as if personally served.  
95. The Lessee agrees to pay the Lessor or his agents a reasonable attorney's fee in the event of the employment of an attor-  
96. ney to collect any rents, damages, or amounts that may become due by the Lessee under the within contract, or to file and  
97. prosecute a suit against Lessee or one holding under this lease for unlawfully withholding possession of said premises, or  
98. to protect the interest of the Lessor in the event the Lessee is adjudged a bankrupt or legal process is levied upon the  
99. goods and chattels of the Lessee in or upon said premises, or because of the violation of any of the terms, conditions, or  
100. covenants on the part of the Lessee herein contained. In order to further secure prompt payment of said rents, or any  
101. other amounts, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms,  
102. conditions, and covenants on the part of said Lessee herein contained, and all damages and costs that the Lessor or his  
103. agents may sustain by reason of the violation of said terms, conditions, or covenants, or any of them, the Lessee does here-  
104. by waive any and all rights to claim or have any personal property of the Lessee exempt from levy or other legal process  
105. under the Constitution and Laws of the State of Alabama or any other State of the United States.  
106. IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate, the day and year first above written.

s/Quinton Williams (L. S.)  
Lessor.

By (L. S.)

Harvey Smith (L. S.)  
(Tenant Sign Above) Lessee.

Star Toure, Box 227, Elberta, Ala. (L. S.)  
(Tenant Sign Above) Lessee.

APPROVAL OF OWNER

The property described in within contract is owned by the undersigned who hereby ratifies and approves the execution of  
within lease by Agents, and in consideration of the securing of said tenant, the under-  
signed agrees for himself, his heirs and assigns, that the said Agents, their suc-  
cessors, or assigns, shall have, during the term of this lease, the right to collect all rents due thereunder and to retain a com-  
mission at the prevailing rate at this time as set out by the Birmingham Real Estate Board for such service and hereby agrees  
to notify any purchaser before closing trade for purchase of within property of the existence of within contract and to make  
sale subject to said contract.

Owner

Wheat Court & 1st Avenue  
Baltimore County

MONTHLY LEASE

Robert 6/99/97

Location

Amended Complaint

RESIDENCE LEASE

FROM

FOR

TO

Landlord

Tenant

Lease Dated

Rent Begins

Lease Expires

Entered Landlord Register

Entered Tenants Register

Card Made

Entered Expiration Register

FILED

JAN 20 1999

MISS EMMETT CLARK, CLERK

REGISTER

FORM 1001

106797 *Samuel Williams*  
*vs. Harvey Smith*

JURY LIST - SUMMER SESSION - JUNE 12, 1967

1. Agerton, J. W., Chemstrand, Bay Minette
2. Allen, Clyde, Newport, Bay Minette
3. Allen, Leslie, Jr., Insurance Salesman, Fairhope
4. Anderson, Anthony, Newport Industry, Bay Minette
5. Anderson, Eddie Lee, Standard Furniture, Bay Minette
6. Barton, John, Sr., Merchant, Bay Minette
7. Berglin, Lavine, Jr., Salesman, Fairhope
8. Bloch, Herman, Farmer, Elberta
9. Britt, Cecil, Carpenter, Bay Minette
10. Brooks, Horace D., Farmer, Summerdale
11. Bryars, Rudolph H., Brookley Field, Bay Minette
12. Conway, James, Mobile Construction, Daphne
13. Creamer, Henry, City Employee, Fairhope
14. Dawson, Roy S., Livestock Dealer, Robertsdale
15. Fell, Russell, Civil Service, Lillian
16. Fell, Walter, Mechanic, Bon Secour
17. Flowers, Edward, Farmer, Bay Minette
18. Gill, R. A., Oil Co., Robertsdale
19. Heidelberg, Jerry, Farmer, Robertsdale
20. Hill, Calvin, Farmer, Belforest
21. Hogan, C. J., Furniture Store, Bay Minette
22. Holmes, Roy, Teacher, Summerdale
23. Hunt, Frank C., GRAMCO, Spanish Fort-Daphne
24. Johnson, Coy L., Laborer, Bay Minette
25. Krischer, John, Farmer, Elberta
26. Krob, Joseph R., Farmer, Silverhill
27. Lamberth, Jack Ogal, Farmer, Bay Minette
28. Lazzari, Anglo, Farmer, Belforest
29. Leiterman, Nick, Civil Service, Elberta
30. Little, Frank Eugene, Mechanic, Foley
31. Lunsford, Albert A., Brookley Field, Foley
32. Lyrene, Edward, Farmer, Silverhill
33. Mahathy, Roy, Civil Service, Stapleton
34. Mancini, Arthur, Farmer, Daphne
35. Mims, John, Griffin Motor Co., Daphne
36. Moyer, Roy, Druggist, Fairhope
37. Neal, Harold, Ponder Co., Fairhope
38. Neimeyer, Lenora (Mrs. Ed), Fairhope
39. Nix, C. Herbert, Reserve Fleet, Bay Minette
40. Peterson, Donald E., Brookley, Robertsdale
41. Oblak, John, Jr., Farmer, Silverhill
42. Quinley, Wilburn, Farmer, Bay Minette
43. Rhodes, Latham, Farmer, Foley
44. Roley, Leonard D., Farmer, Perdido
45. Ruple, J. L., Civil Service, Bay Minette
46. Stephens, Billie W., Brookley, Summerdale
47. Tuilos, Abe, Brookley, Fairhope
48. Vines, Mack, Clerk, Bay Minette
49. Warley, Beverly (Mrs. Ed), Fairhope
50. Weeks, Ralph, Farmer, Magnolia Springs
51. Wilsey, Murry Emmett, Farmer, Robertsdale
52. Yeager, Dorothy (Mrs. Jerry), Fairhope
53. Mitchell, Thomas W., Contractor, Bay Minette

53	53
3	4
50	49
12	12
38	37
12	12
28	25

D XXXX XXXXY XX-E  
D XXXX XXXXX XXY

QUINTON WILLIAMS	)	
	)	IN THE CIRCUIT COURT OF
Plaintiff	)	
	)	BALDWIN COUNTY, ALABAMA
	)	
VS	)	AT LAW
	)	
HARVEY SMITH	)	
	)	
Defendant	)	No. 6979

PLEA ONE

The defendant for answer to the complaint, saith he is not guilty of the matters alleged therein.

PLEA TWO

The defendant, as a defense to the action of the plaintiff, saith that, at the time said action was commenced, the plaintiff was indebted to him in the sum of SIX HUNDRED DOLLARS (\$600.00), for work, labor and material furnished by him for painting the demised house of the plaintiff's and for repairs to said house in order to make it livable, which he hereby offers to set off against the amount which may be due to the plaintiff for occupancy of the said house, and the defendant claims judgments for the excess.

PLEA THREE

The defendant for answer to the complaint saith, that the plaintiff did on or about to-wit: the 9th day of October, 1965, go to the defendant at the home and house occupied by the defendant, in the nighttime, and in a very rough and belligerant manner demanded of the defendant that he vacate the house and property on the 12th day of October, 1965 and further advising the defendant that he was as of that time terminating the lease and agreement; the defendant alleges that this was a breach of the contract and lease by the plaintiff, that however, he elected to agree to the termination and did agree to the termination of the lease at that time and advised the plaintiff of his election and agreed to vacate said property as soon as he reasonably could.

The defendant further alleges that after the plaintiff's breach of the lease and the agreement to the termination of the lease, he surrendered the house and premises to the defendant or his agent, as soon as he reasonably cpuld, to-wit: the 23rd day of November, 1965.

The defendant further alleges that the lease contract provided

the following to-wit: "The Lessee will paint the inside and the woodwork outside and deduct the cost from the rent" and at the time of said termination of the lease by the plaintiff, the plaintiff was indebted to the defendant for the work, labor and material furnished by the defendant for the painting of the inside of the house, and outside of the house woodwork, and for other costs necessary repairs to the house to make it livable, all in the sum of Six Hundred Dollars (\$600.00) which sum the defendant hereby offers to set off against the rent that may be due the plaintiff for such time as he occupied the house, and the defendant demands judgments for the excess.

*Arthur C. Epperson*  
Attorney for the Defendant

FILED

JUN 18 1967

ALICE I. HICK, CLERK  
REGISTER