

HORACE TINDALL,

Plaintiff,

vs.

EMMETT GULLEDGE,

Defendant.

I

I

I

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

I

I

AT LAW

NO. 1379

Count One:

The Plaintiff claims of the Defendant ONE THOUSAND DOLLARS (\$1,000.00) damages for the breach of a written agreement entered into by him in November of 1962 by which he promised to pay the Plaintiff the sum of TWENTY DOLLARS (\$20.00) per acre as rent for the use of 75 acres of land owned by the Plaintiff. The Plaintiff avers that this lease was for a period of time beginning during the potato season of 1963 and ending June 15, 1963. That the Defendant used the land rented from the Plaintiff for a period of time beginning with the potato season of 1962 and ending June 15th 1963. Your Plaintiff avers further that the Defendant paid him the sum of FIVE HUNDRED DOLLARS (\$500.00) of the rent and owes him a balance of ONE THOUSAND DOLLARS (\$1,000.00) together with the interest from November 30, 1962.

Count Two:

The Plaintiff claims of the Defendant ONE THOUSAND DOLLARS (\$1,000.00), the balance due for the rent of a tract of land, viz:

75 acres or more or potato land on the Flowers road at the homeplace of the Plaintiff

demised by the Plaintiff to the Defendant to-wit on the 30th day of November, 1962, said rent commencing on or before the potato planting season beginning and ending no later than June 15, 1963, which sum of money is due and unpaid.

Count Three:

The Plaintiff claims of the Defendant ONE THOUSAND

DOLLARS (\$1,000.00) balance due for the use and occupation by  
him of the following tract of land viz:

75 acres or more of potato land on the  
Flowers road at the homeplace of the  
Plaintiff

belonging to the Plaintiff from the beginning of the potato  
planting season of 1963 to the 15th day of June, 1963.

FILED

FEB 16 1967

ALICE A. DICK, CLERK  
REGISTERED

WILTERS, BRANTLEY & NESBIT

BY:

*Thyllis S. Nesbit*  
Attorneys for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. ....

.....TERM, 1967.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Emmett Gullledge.....

.....  
.....  
.....

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, State of Alabama, at Bay Minette, against.....

.....Emmett Gullledge....., Defendant.....

by Horace Tindall.....

....., Plaintiff.....

Witness my hand this 16 day of Feb 1967.....

Alice J. Luck Clerk

EX-2-18-67

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

Horace Tindal

Plaintiffs

vs.

Emmitt G. Gledge

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

FEB 16 1967

Clerk

ALICE A. DICK, CLERK  
REGISTER

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Summerdale, Ala.  
**RECEIVED**  
Received in Office

FEB 16 1967 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this Feb 18 1967

by leaving a copy with

Emmitt Gledge

Sheriff's claim 72 miles  
Ten Cents per mile Total \$ 7.20

BY Carolee (Childers)  
TAYLOR WILKINS, Sheriff  
DEPUTY SHERIFF

Taylor Wilkins Sheriff  
Carolee Childers Deputy Sheriff

John

HORACE TINDALL,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
EMMETT GULLEDGE,	X	LAW SIDE
Defendant.	X	

DEMURRER

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and each and every count thereof, separately and severally, and assigns the following separate and several grounds, viz:

1. That said complaint does not state a cause of action.
2. That Count One claims damages for the breach of a written agreement and no copy of such agreement is set out in such count entirely or in substance.
3. That Count One of said complaint claims damages of the Defendant for the breach of a written agreement entered into "by him" without alleging who is the other party to such agreement.
4. That Count One of the complaint fails to state the date that the agreement was entered into.
5. That Count One of said complaint does not allege the date that such agreement was to commence.
6. That Count One of said complaint does not allege how much land the Plaintiff turned over to the Defendant for his use.
7. That Count One of the complaint does not allege when the Defendant went into possession of any land belonging to the Plaintiff.
8. For aught that appears from Count One of the com-

plaint the Defendant has paid the Plaintiff the amount claimed as it is not alleged that such amount is due and unpaid.

9. That the land referred to in Count Two of the Complaint is not sufficiently described.

10. That Count Two of said complaint does not sufficiently set out the date that the rent began.

11. That Count Three of the complaint fails to sufficiently describe the land referred to.

12. That Count Three of the complaint does not allege who occupied such land.

13. That Count Three of the complaint does not sufficiently set out the date of the occupancy.

*Gerson, Stone & Gerson*  
Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 24 day of Feb, 1967.

*John Gerson*

FILED

FEB 24 1967

MADE A COPY, CLERK REGISTER

7379

HORACE TINDALL,

Plaintiff,

vs.

EMMETT GULLEDGE,

Defendant.

\*\*\*\*\*

DEMURRER

\*\*\*\*\*

FILED

FEB 24 1967

ALICE A. DICK, CLERK  
REGISTER

HORACE TINDALL,  
Plaintiff,  
vs.  
EMMETT GULLEDGE,  
Defendant.

X  
X  
X  
X  
X  
X  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 7379

Comes now the Plaintiff in the above styled cause  
and amends his Complaint by adding the following Count.

COUNT FOUR:

The Plaintiff claims of the Defendant ONE THOUSAND  
DOLLARS (\$1,000.00) damages for the breach of a written  
agreement entered into by the Defendant to-wit on the \_\_\_\_\_  
day of November, 1962, a copy of which is attached hereto,  
marked "Exhibit A" and made a part of this complaint as if  
herein fully set out. Your Complainant avers further that  
the Defendant paid him the sum of FIVE HUNDRED DOLLARS (\$500.00)  
and that there is a balance due and unpaid of ONE THOUSAND DOLLARS  
(\$1,000.00) together with the interest from JUNE 15, 1963.  
November 20, 1962.

WILTERS, BRANTLEY & NESBIT

BY: Thyler S. Nesbit

Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I do hereby certify that I have on this \_\_\_\_\_ day of March,  
\_\_\_\_\_ served a copy of the foregoing pleading on counsel for all  
parties to this proceeding by mailing the same by United States  
Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANTLEY & NESBIT

By: Thyler S. Nesbit



Exhibit "A"

LEASE AGREEMENT

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

THIS AGREEMENT, made and entered into by and between HORACE  
TINDAL, OWNER and EMMETT GULLEDGE, LESSEE, WITNESSETH:

DO hereby lease and leases to the LESSEE 75 acres or more of  
potato land on the Flowers' Road at the home place of the OWNER  
at the rate of \$20.00 per acre.

Said lease shall be during the potato season of 1963 and  
the land is to be returned to the OWNER as soon as the potato crop  
is harvested, but not later than June 15, 1963.

The rent for said land is payable as follows: \$500.00 due  
and payable before the planting begins and the balance is due  
before the harvesting begins.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this the            day of November, 1962.

Horace Tindal (SEAL)  
Horace Tindal  
Owner  
Emmett Gullidge (SEAL)  
Emmett Gullidge  
Lessee

Attest:  
\_\_\_\_\_  
\_\_\_\_\_

# 7379

HORACE TINDAL  
Plaintiff

VS

EMMETT GILLESPIE  
Defendant

Amended  
Complaint

FILED

SEP 8 1907

RECEIVED

Walters Beantley & Nesbit  
Attorneys for Plaintiff

Chason, Stone & Chason  
Attorneys for Defendant

HORACE TINDALL,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
EMMETT GULLEDGE,	X	
Defendant.	X	NUMBER: 7379

Comes the Defendant in the above styled cause and for plea to Count 4 of the Amended Complaint says:

1. Not guilty.
2. That the allegations of the Amended Complaint are untrue.
3. That he paid the debt, for the recovery of which this suit was brought, before the action was commenced.

*Chas. Stone & Chas. Stone*  
Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 24 day of Jan - 1968

*[Signature]*

**FILED**

JAN 24 1968

**ALICE J. DUCK** CLERK REGISTER

HORACE TINDALL,

Plaintiff,

vs.

EMMETT GULLEDGE,

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO: 7379

\* \* \* \* \*

PLEAS

\* \* \* \* \*

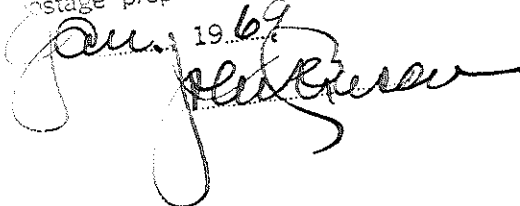
HORACE TINDALL,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
EMMETT GULLEDGE,	X	AT LAW
Defendant.	X	NO: 7379


Comes the Defendant in the above styled cause and demurs to Count 4 of the amended Complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said Count does not allege that the Plaintiff is a party to such Agreement.
2. That said Count does not allege that the Plaintiff complied with all of the terms of such contract.
3. That said Count claims interest from November 30, 1962 but according to such Agreement, payments sued for were not due until sometime during the year 1963, not later than June 15, 1963.
4. That said Count does not state the rate of interest claimed by the Plaintiff.
5. That said Count refers to the Plaintiff as the Complainant.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 21 day

Jan. 19 69  


  
 Attorneys for Defendant

**FILED**

JAN 21 1969

**ALICE J. DUCK** CLERK  
 REGISTER

HORACE TINDALL,

Plaintiff,

vs.

EMMETT GULLEDGE,

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW                      NO: 7379

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

**FILED**

JAN 21 1969

**ALICE J. DUCK**

CLERK  
REGISTER