

SARAH CRANDALL

Plaintiff

VS.

ED TUCKER

Defendant

: IN THE CIRCUIT COURT OF

: BALDWIN COUNTY, ALABAMA

: AT LAW

:

: CASE NO. 7765

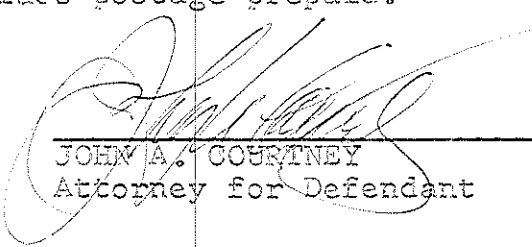
Comes now the Defendant in the above style cause and for answer to the Plaintiff's complaint says separately and severally as follows:

1. Not guilty.
2. Not indebted.
3. The Defendant is not indebted to the Plaintiff in the amount claimed.
4. The Defendant has paid the Plaintiff all monies due to the Plaintiff under this lease.
5. The Defendant has tendered to the Plaintiff all monies due under this lease, the sum of which monies have been refused by the Plaintiff.


JOHN A. COURTNEY
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 5 day of Oct, 1967, 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.


JOHN A. COURTNEY
Attorney for Defendant

FILED
OCT 5 1967
JAMES L. DICK, CLERK
BALDWIN COUNTY, ALA.

SARAH CRANDALL,)
Plaintiff,)
vs.)
ED TUCKER,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 7765

Plaintiff claims of the Defendant the sum of SIX HUNDRED (\$600.00) DOLLARS, the rent of a tract of land, viz:

Edgewater beach and Blue Flame Club, and all its surrounding area that is now known as Edgewater Beach 7, Blue Flame Club, located in the County of Baldwin, Highway No. 98, on Edgewater Beach Road, Daphne, Alabama.,

demised by the Plaintiff to the Defendant on, to-wit: the 1st day of March, 1967, and ending on the 1st day of October, 1967.

The said demise was by a written lease agreement dated the 1st day of March, 1967 wherein the Defendant waived the rights of exemption under the Constitution and Laws of Alabama, and which provided for a reasonable attorneys fee, and the Plaintiff claims the benefit of said waiver and a reasonable attorneys fee.

FILED

SEP 28 1967

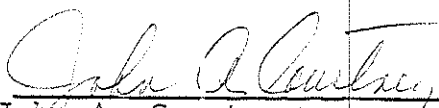
ALICE J. DUCK CLERK
REGISTER

ATTORNEY FOR PLAINTIFF

SARAH CRANDALL, : IN THE CIRCUIT COURT OF
Plaintiff, : BALDWIN COUNTY, ALABAMA
-VS- : AT LAW
ED TUCKER, :
Defendant. : CASE NO. 7765

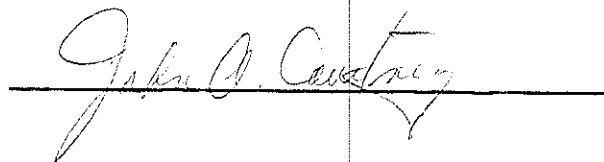
Comes now the Defendant in the above styled cause and for answer to the Plaintiff's complaint as last amended, says as follows:

1. Not guilty.
2. The allegations of the Plaintiff's complaint as last amended are untrue.


John A. Courtney
ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I do hereby certify that I have on this the 16th day of February, 1968, 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.



FILED
FEB 20 1968
CLERK
BALDWIN COUNTY, ALABAMA

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonED...TUCKER.....

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.....

ED TUCKER

....., Defendant.....

by SARAH CRANDALL

..... Plaintiff.....

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

Ex. 10/2/67

Wing Clerk

086

No. 17765

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

SARAH CRANDALL

Plaintiffs

vs.

ED. TUCKER

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

SEP 28 1967

ALICE J. DUCK

CLERK
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Blue Flame Club at Edgewater
Beach, Daphne, Alabama

RECEIVED
Received In Office

SEP 28 1967 19.....

TAYLOR WILKINS..... Sheriff
SHERIFF

I have executed this summons

this 10-2-1967

by leaving a copy with

Ed. Tucker
Daphne

Sheriff claims 54 miles at

Ten Cents per mile Total \$ 5.40

TAYLOR WILKINS, Sheriff

BY Ray Randall
DEPUTY SHERIFF

Taylor Wilkins, Sheriff
Ray Randall, Deputy Sheriff

SARAH CRANDALL,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
-vs-)	AT LAW, CASE NO. 7765
ED TUCKER,)	
Defendant.)	

AMENDED BILL OF COMPLAINT

Comes now the Plaintiff in the above styled cause, and amends the Bill of Complaint heretofore filed in this cause as follows:

Plaintiff claims of the Defendant the sum of EIGHT HUNDRED FIFTY (\$850.00) DOLLARS, the rent of a tract of land, viz:

Edgewater Beach and Blue Flame Club, and all its surrounding area that is now known as Edgewater Beach 7, Blue Flame Club, located in the County of Baldwin, Highway No. U.S. 98, on Edgewater Beach Road, Daphne, Alabama;

demised by the Plaintiff to the Defendant on, to-wit: the 1st day of March, 1967, and ending on the 15th day of December, 1967.

That said demise was by a written lease agreement dated the 1st day of March, 1967, wherein the Defendant waived the rights of exemption under the Constitution and Laws of Alabama, and which provided for a reasonable attorneys fee, and the Plaintiff claims the benefit of said waiver and a reasonable attorneys fee.

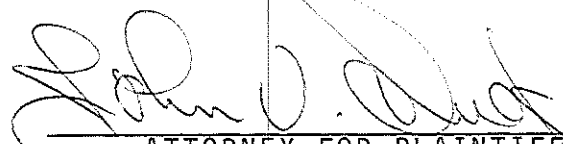
COUNT TWO

Plaintiff claims of the Defendant the sum of FIVE HUNDRED THIRTY-ONE AND 69/100 (\$531.69) DOLLARS as damages for the breach of a written lease entered into by the Plaintiff and the Defendant on, to-wit: the 1st day of March, 1967.

That in and by the terms of said lease agreement, the Defendant agreed to comply with all the laws and ordinances of the County of Baldwin in regard to nuisances, insofar as the buildings and premises hereby let, and the streets and alleys bounding the same are concerned, and the Lessee further agreed that he would by no act or omission render the Lessor liable for any violation of such laws or ordinances. The Defendant, Lessee, further agreed to replace all glass broken, to replace all keys

lost or broken, to pay all bills for water used on said premises during the said term of the lease, 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, and the Plaintiff avers that the Defendant committed damage upon the premises as follows:

Damaged one Hugin cash register; broke two radiants for gas heater; damaged one large bed frame; damaged a ceiling fan; lost two stainless steel tablespoons; lost 15 stainless steel teaspoons; lost two forks; lost two cups; broke ten saucers; broke four soup bowls; broke three large platters; lost one large aluminum tray; lost eight chairs; damaged the tables located in the premises; damaged ceiling fan in kitchen; damaged hot water heater; damaged the bar; broke two toilets; broke five padlocks; lost or misplaced the keys; broke the lock on one door and damaged the cyprus outside door, all to the damage of the Plaintiff as aforesaid.


ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 6th day of February 1968


Attorney for Plaintiff

FILED

FEB 7 1968

ALICE J. DUCK CLERK
REGISTER