

3262

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

WHEREAS, A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, et al., hath complained under oath to me, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, In Equity, that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, are justly indebted to said partnership for the delivery of goods to them for the purpose of raising a crop on the land hereinafter described under contract, and the said A. Bertolla & Sons, having made affidavit and given bond as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach the crop of potatoes now situated on the following described real property in Baldwin County, Alabama, to-wit: North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter, Section 24, Township 6 South, Range 3 East, and such crop, unless replevied, so to secure that the same may be liable to further proceeding thereon to be had in the Circuit Court of Baldwin County, Alabama, In Equity, to be held at the Courthouse thereof, when and where you must make known how you have executed this writ.

Witness my hand as Register of the Circuit Court of Baldwin County, Alabama, In Equity, on this the 26th day of May, 1954.

Alice J. Duck
Register.

STATE OF ALABAMA)
) IN THE CIRCUIT COURT - IN EQUITY
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla and J. P. Bertolla, as Complainants, against Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, as Respondents.

Witness my hand this 26th day of May, 1954.

Alice J. Smith
Register.

A. BERTOLLA & SONS, A
Partnership composed
of ANGELO F. BERTOLLA,
ALEX S. BERTOLLA, R. F.
BERTOLLA, and J. P.
BERTOLLA,

Complainants,

vs.

CHARLIE SUBEL, HAZEL SUBEL,
RAYMOND SUBEL, WALTER SUBEL,
and MAURICE R. SUBEL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY,
AND TO THE HONORABLE HUBERT M. HALL, JUDGE THEREOF:

Come your Complainants, A. Bertolla & Sons, A Partnership
composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla
and J. P. Bertolla, and respectfully represent and show unto your
Honor and unto this Honorable Court as follows:

FIRST:

That they are each over the age of twenty-one years and
resident citizens of Baldwin County, Alabama, their more particular
address being, Loxley, Alabama. That the Respondents are all over
the age of twenty-one years and residents of Baldwin County, Alabama,
their more particular address being, Summerdale, Alabama, with the
exception of the Respondent, Walter Subel, who is presently in the
Armed Forces of the United States of America and whose age is unknown
to your Complainants.

SECOND:

That the Respondents did on January 19, 1954, enter into a
contract with the Complainants, a copy of which is attached hereto
and marked "Exhibit A", whereby they agreed, among other things,
to deliver the crop therein referred to to your Complainants at
their packing house in Baldwin County and that the said Respondents
have breached said contract in that they have delivered or have had
delivered to a shed or packing house other than the one operated by
your Complainants a load, or loads, of potatoes and that such delivery
is in direct conflict with the terms and provisions of said contract.

THIRD:

That your Complainants are, in accordance with the terms and provisions of said contract, the owners of said potato crop which is situated on the following described property situated in Baldwin County, Alabama, to-wit:

The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East.

and that they have a lien thereon under the provisions of Title 33, Section 81, of the Code of Alabama of 1940, for advances made under the provisions of the contract which is attached hereto and for additional sums advanced to the Respondents in the crop year of 1953 in the amount of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) and the further amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to the Respondents in the crop year 1954 other than those embodied in the contract which is attached hereto.

FOURTH:

That there is attached hereto and presented herewith an affidavit of Alex S. Bertolla, one of the Complainants, made in accordance with the provisions of Title 31, Section 20 of the Code of Alabama of 1940. There is also presented herewith a bond of your Complainants with good and sufficient sureties as required by law.

PRAYER FOR PROCESS:

The premises considered your Complainants respectfully pray that your Honor will cause the usual writ of process to issue out of this Court making all of the Respondents named herein parties to this proceeding and requiring them to plead, answer or demur to this Complaint within the time and under the rules of this Court.

PRAYER FOR RELIEF:

The premises considered your Complainants respectfully pray that your Honor will cause a writ of attachment to be issued, attaching the crop referred to in the contract attached hereto and requiring the Respondents to comply with the terms of said contract and to deliver or to allow your Complainants to gather and deliver, to the sheds of your Complainants the potatoes now located on the property described above. Your Complainants further pray that your

Honor will fix and determine the amount of the lien of your Com-
plainants on said crop both as to the advances during the crop year
1954 and the advances during the crop year 1953 and will cause
an accounting to be had between your Complainants and the Respondents
to settle all differences now existing between them relative to such
advances. And your Complainants pray for such other, further and
different relief as in the premises will be meet and proper.

/s/ Alex S. Bertolla
Alex S. Bertolla

CHASON & STONE

By: /s/ Norborne C. Stone, Jr.
Attorneys for Complainants

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and
for said County in said State, personally appeared Alex S. Bertolla,
who is known to me and who, after being by me first duly and legally
sworn, did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the
partners of A. Bertolla & Sons and that his name is signed to the
foregoing Complaint and that the facts alleged therein are true.

Dated this 26th day of May, 1954.

Sworn to and subscribed before me
this 26th day of May, 1954

/s/ Norborne C. Stone, Jr.
Notary Public

/s/ Alex S. Bertolla

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and
for said County in said State, personally appeared Alex S. Bertolla
who is known to me and who after being by me first duly and legally
sworn did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the
partners of the partnership of A. Bertolla & Sons of Loxley, Alabama,
and that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel
and Maurice R. Subel are justly indebted to the partnership of A.

Bertolla & Sons for the sum of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) together with the interest thereon from May 19, 1954, for advances made to them during the crop year 1953 for goods and money advanced by said partnership for the growing and cultivating of a potato crop during said crop year and are justly indebted to A. Bertolla & Sons in the amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to them during the crop year 1954 and are further justly indebted to said partnership for the delivery to them of a crop of potatoes located on the following described property in Baldwin County, Alabama: The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East, in payment for advances made in goods to them for the raising of said crop under the terms of the contract dated January 19, 1954, between said Partnership and said individuals. And your Affiant further says that said debtors have removed or is about to remove part of said potato crop without delivering to said partnership said crop in payment of advances made as stated herein without the consent of said partnership and in direct conflict with the terms of the contract referred to above. That this attachment is not issued out for the purpose of vexing or harassing the said Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel, and Maurice A. Subel.

Dated this 26th day of May, 1954.

/s/ Alex S. Bertolla

Sworn to and subscribed before
me this 26th day of May, 1954.

/s/ Norborne C. Stone, Jr.
Notary Public, Baldwin County, Ala.

"EXHIBIT A"

1954 CONTRACT

Contract made in duplicate and concluded at Loxley, Alabama, under date of Jan. 19 - 1954, by and between A. Bertolla & Sons, a partnership firm, with its principal office at Loxley, Alabama, hereinafter referred to as first party and Charlie Subel, Hazel Subel (his wife) Raymond, Walter, & Maurice Subel his sons, hereinafter referred to as second party.

Witnesseth that said first party delivered to second party 723 100 lb. sacks of seed Irish potatoes and 83 tons of commercial fertilizer, same to be used for planting 73 acres of Irish potatoes, also to furnish, at the proper time all material necessary for spraying said crop of Irish potatoes and the party of the second part agrees to furnish land, plant, cultivate, spray and harvest and do any other necessary thing to raise the crop and deliver to the first party at their packing house in Baldwin County all potatoes harvested from the entire acreage planted.

The party of the second part shall receive, for his share, from the market value of said potatoes twenty per cent (20%) and the first party eighty per cent (80%) until the cost of seed, fertilizer, insecticides, etc., amounting to \$5,873.25 () will have been paid for. Thereafter, the second party will receive eighty per cent (80%) and the first party twenty per cent (20%).

It is understood and agreed that the market value shall mean the actual prevailing price established by the first party and other responsible buyers at Baldwin County at the time of delivery by second party.

It is further agreed that if the said second party fails or neglects to cultivate or properly take care of the crop or any part of the said acreage of potatoes hereinbefore mentioned, that party of the first part is hereby authorized and directed to cultivate and harvest the said potato crop at his own expense. Also, if party of the second part fails to deliver all of the potatoes harvested covered by said acreage, which consists of his entire acreage, planted, the party of the first part reserves the right, at his option, to declare the whole contract broken. This contract is intended to be binding on both parties and any deviation therefrom shall leave cause for damages, in whole or in part; it being understood that the entire crop of potatoes is the property of the party of the first part, until the entire agreement has been completed.

In witness whereof, the parties hereto have hereunto subscribed, in the presence of:

A. BERTOLLA & SONS

Witness:

R. M. Black /s/

Jesse Stewart /s/

Mary B. Bill /s/

Mel Hoffman /s/

By: V. A. Bertolla, Mgr. /s/

By: Charlie Subel /s/

By: Hazel Subel /s/

By: Raymond Subel /s/

By: Walter Subel /s/

By: Maurice R. Subel /s/

46
W
H
A
Y

FILED
JAN 20 1954
VICE T. DICK, JR.
JAN 20 1954

ROY KOLLMEYER	WALTER E. GUNDEL
WILLIAM E. BIRY	EDWARD GUNDEL
JOSEPH STEINBERG	HERMAN GUNDEL
W. M. BIRCH	CHARLES GUNDEL

FILED
MAY 26 - 1954
J. DUCK, Register

FILED
MAY 26 1954
ALICE J. DUCK, Register

[illegible][illegible]

It is understood and agreed that the parties agree that the

1900) and the first lady campy for some (20).
 (20) and the second lady will receive eight for camp
 date 100. Therefore, the second lady will receive eight for camp

[illegible]

the party of the second part shall receive; for his share; from the

Don't miss the new book by...

At this writing there is sufficient corn and potatoes harvested from
necessity thing to make the crop and deliver to the first party
including land plant's cultivation spray and harvest and do any other
work of Irish potatoes and the party of the second party agrees to
transfer of the proper time all material necessary for growing and
also to be used for planting 12 acres of Irish potatoes; also to
be taken of seed Irish potatoes and 93 tons of commercial fertilizer;
Irish potato plant sold Irish party delivered to second party 153 100

Embryonic made in duplicate and conserved at Texas A&M under

1991 CONTACT

"A TIME"

STATE OF ALABAMA }
BALDWIN COUNTY }

IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by A. Bertolla & Sons, A Partnership composed of Angelo P. Bertolla, Alex S. Bertolla, R. F. Bertolla and J. P. Bertolla, as Complainants, against Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, as Respondents.

Witness my hand this 26th day of May, 1954.

Alice J. J. J.
Register.

A. BERTOLLA & SONS, A
Partnership composed
of ANGELO F. BERTOLLA,
ALEX S. BERTOLLA, R. F.
BERTOLLA, and J. P.
BERTOLLA,

Complainants,

vs.

CHARLIE SUBEL, HAZEL SUBEL,
RAYMOND SUBEL, WALTER SUBEL,
and MAURICE R. SUBEL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY,
AND TO THE HONORABLE HUBERT M. HALL, JUDGE THEREOF:

Come your Complainants, A. Bertolla & Sons, A Partnership
composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla
and J. P. Bertolla, and respectfully represent and show unto your
Honor and unto this Honorable Court as follows:

FIRST:

That they are each over the age of twenty-one years and
resident citizens of Baldwin County, Alabama, their more particular
address being, Loxley, Alabama. That the Respondents are all over
the age of twenty-one years and residents of Baldwin County, Alabama,
their more particular address being, Summerdale, Alabama, with the
exception of the Respondent, Walter Subel, who is presently in the
Armed Forces of the United States of America and whose age is unknown
to your Complainants.

SECOND:

That the Respondents did on January 19, 1954, enter into a
contract with the Complainants, a copy of which is attached hereto
and marked "Exhibit A", whereby they agreed, among other things,
to deliver the crop therein referred to to your Complainants at
their packing house in Baldwin County and that the said Respondents
have breached said contract in that they have delivered or have had
delivered to a shed or packing house other than the one operated by
your Complainants a load, or loads, of potatoes and that such delivery
is in direct conflict with the terms and provisions of said contract.

THIRD:

That your Complainants are, in accordance with the terms and provisions of said contract, the owners of said potato crop which is situated on the following described property situated in Baldwin County, Alabama, to-wit:

The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East.

and that they have a lien thereon under the provisions of Title 33, Section 81, of the Code of Alabama of 1940, for advances made under the provisions of the contract which is attached hereto and for additional sums advanced to the Respondents in the crop year of 1953 in the amount of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) and the further amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to the Respondents in the crop year 1954 other than those embodied in the contract which is attached hereto.

FOURTH:

That there is attached hereto and presented herewith an affidavit of Alex S. Bertolla, one of the Complainants, made in accordance with the provisions of Title 31, Section 20 of the Code of Alabama of 1940. There is also presented herewith a bond of your Complainants with good and sufficient sureties as required by law.

PRAYER FOR PROCESS:

The premises considered your Complainants respectfully pray that your Honor will cause the usual writ of process to issue out of this Court making all of the Respondents named herein parties to this proceeding and requiring them to plead, answer or demur to this Complaint within the time and under the rules of this Court.

PRAYER FOR RELIEF:

The premises considered your Complainants respectfully pray that your Honor will cause a writ of attachment to be issued, attaching the crop referred to in the contract attached hereto and requiring the Respondents to comply with the terms of said contract and to deliver or to allow your Complainants to gather and deliver, to the sheds of your Complainants the potatoes now located on the property described above. Your Complainants further pray that your

Honor will fix and determine the amount of the lien of your Complainants on said crop both as to the advances during the crop year 1954 and the advances during the crop year 1953 and will cause an accounting to be had between your Complainants and the Respondents to settle all differences now existing between them relative to such advances. And your Complainants pray for such other, further and different relief as in the premises will be meet and proper.

/s/ Alex S. Bertolla
Alex S. Bertolla

CHASON & STONE

By: /s/ Norborne C. Stone, Jr.
Attorneys for Complainants

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and for said County in said State, personally appeared Alex S. Bertolla, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the partners of A. Bertolla & Sons and that his name is signed to the foregoing Complaint and that the facts alleged therein are true.

Dated this 26th day of May, 1954.

Sworn to and subscribed before
me this 26th day of May, 1954
/s/ Norborne C. Stone, Jr.
Notary Public

/s/ Alex S. Bertolla

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and for said County in said State, personally appeared Alex S. Bertolla who is known to me and who after being by me first duly and legally sworn did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the partners of the partnership of A. Bertolla & Sons of Loxley, Alabama, and that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice R. Subel are justly indebted to the partnership of A.

Bertolla & Sons for the sum of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) together with the interest thereon from May 19, 1954, for advances made to them during the crop year 1953 for goods and money advanced by said partnership for the growing and cultivating of a potato crop during said crop year and are justly indebted to A. Bertolla & Sons in the amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to them during the crop year 1954 and are further justly indebted to said partnership for the delivery to them of a crop of potatoes located on the following described property in Baldwin County, Alabama: The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East, in payment for advances made in goods to them for the raising of said crop under the terms of the contract dated January 19, 1954, between said Partnership and said individuals. And your Affiant further says that said debtors have removed or is about to remove part of said potato crop without delivering to said partnership said crop in payment of advances made as stated herein without the consent of said partnership and in direct conflict with the terms of the contract referred to above. That this attachment is not issued out for the purpose of vexing or harassing the said Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel, and Maurice R. Subel.

Dated this 26th day of May, 1954.

/s/ Alex S. Bertolla

Sworn to and subscribed before
me this 26th day of May, 1954.

/s/ Norborne C. Stone, Jr.
Notary Public, Baldwin County, Ala.

"EXHIBIT A"

1954 CONTRACT

Contract made in duplicate and concluded at Loxley, Alabama, under date of Jan. 19 - 1954, by and between A. Bertolla & Sons, a partnership firm, with its principal office at Loxley, Alabama, hereinafter referred to as first party and Charlie Subel, Hazel Subel (his wife) Raymond, Walter, & Maurice Subel his sons, hereinafter referred to as second party.

Witnesseth that said first party delivered to second party 723 100 lb. sacks of seed Irish potatoes and 83 tons of commercial fertilizer, same to be used for planting 73 acres of Irish potatoes, also to furnish, at the proper time all material necessary for spraying said crop of Irish potatoes and the party of the second part agrees to furnish land, plant, cultivate, spray and harvest and do any other necessary thing to raise the crop and deliver to the first party at their packing house in Baldwin County all potatoes harvested from the entire acreage planted.

The party of the second part shall receive, for his share, from the market value of said potatoes twenty per cent (20%) and the first party eighty per cent (80%) until the cost of seed, fertilizer, insecticides, etc., amounting to \$5,873.25

() will have been paid for. Thereafter, the second party will receive eighty per cent (80%) and the first party twenty per cent (20%).

It is understood and agreed that the market value shall mean the actual prevailing price established by the first party and other responsible buyers at Baldwin County at the time of delivery by second party.

It is further agreed that if the said second party fails or neglects to cultivate or properly take care of the crop or any part of the said acreage of potatoes hereinbefore mentioned, that party of the first part is hereby authorized and directed to cultivate and harvest the said potato crop at his own expense. Also, if party of the second part fails to deliver all of the potatoes harvested covered by said acreage, which consists of his entire acreage, planted, the party of the first part reserves the right, at his option, to declare the whole contract broken. This contract is intended to be binding on both parties and any deviation therefrom shall leave cause for damages, in whole or in part; it being understood that the entire crop of potatoes is the property of the party of the first part, until the entire agreement has been completed.

In witness whereof, the parties hereto have hereunto subscribed, in the presence of:

A. BERTOLLA & SONS

Witness:

R. M. Black /s/

Jesse Stewart /s/

Mary B. Bill /s/

Mel Hoffman /s/

By: V. A. Bertolla, Mgr. /s/

By: Charlie Subel /s/

By: Hazel Subel /s/

By: Raymond Subel /s/

By: Walter Subel /s/

By: Maurice R. Subel /s/

46
w
4
y

FILED
JAN 24 1954
VICE & BANK RECORDS

7703262

BY: <u>Maurice R. Gubel</u> /s/	BY: <u>Walter Gubel</u> /s/
BY: <u>Raymond Gubel</u> /s/	BY: <u>Harold Gubel</u> /s/
BY: <u>Charlie Gubel</u> /s/	BY: <u>A. A. Berpolia, Mgr.</u> /s/

WITNESSES:
H. M. Black /s/

A. BERTOLIA & SONS

FILED
MAY 26 1954
ALICE J. DICK, Register

In the presence of: the parties hereto have herewith subscribed,

in the presence of: the parties hereto have been completed.

All the entire agreement has been completed.
crop of potatoes is the property of the party of the first part, un-
damaged, in whole or in part it being understood that the entire
on both parties and any deviation therefrom shall leave cause for
the whole contract broken. This contract is intended to be binding
party of the first part reserves the right, at his option, to deliver
by said acreage, which consists of his entire acreage, planted, the
second part shall to deliver all of the potatoes harvested covered
the said potato crop at his own expense. Also, if party of the
first part is hereby authorized and directed to cultivate and harvest
said acreage of potatoes heretofore mentioned, that party of the
to cultivate or properly take care of the crop or any part of the
it is further agreed that if the said second party fails or neglects

second party.

responsible parties at Baldwin County at the time of delivery by
actual prevailing price established by the first party and other
it is understood and agreed that the market value shall mean the

(90%) and the first party twenty per cent (20%)
paid for. Thereafter, the second party will receive eighty per cent

acres, etc., amounting to \$2,813.52

party eighty per cent (80%) until the cost of seed, fertilizer, in-
market value of said potatoes twenty per cent (20%) and the first
The party of the second part shall receive, for his share, from the

the entire acreage planted.

at their backing house in Baldwin County all potatoes harvested from
necessarily find to raise the crop and deliver to the first party
furnish land, plant, cultivate, spray and harvest and do any other
crop of Irish potatoes and the party of the second part agrees to
furnish, at the proper time all material necessary for spraying said
same to be used for planting 13 acres of Irish potatoes, also to
13 acres of seed Irish potatoes and 83 tons of commercial fertilizer.
Witnesseth that said first party delivered to second party 153 100

referred to as second party.

(his wife) Raymond, Walter, a Maurice Gubel his sons, heretofore
instituted referred to as first party and Charlie Gubel, Harold Gubel
newspaper firm, with the principal office at Loxley, Alabama, here-
date of Jan. 13 - 1954, by and between A. Bertolia & Sons, a part-
Contract made in duplicate and concluded at Loxley, Alabama, under

1954 CONTRACT

"WHIRLIE A"

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla and J. P. Bertolla, as Complainants, against Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, as Respondents.

Witness my hand this 26th day of May, 1954.

Archie J. Leach
Register.

A. BERTOLLA & SONS, A
Partnership composed
of ANGELO F. BERTOLLA,
ALEX S. BERTOLLA, R. F.
BERTOLLA, and J. P.
BERTOLLA,

Complainants,

vs.

CHARLIE SUBEL, HAZEL SUBEL,
RAYMOND SUBEL, WALTER SUBEL,
and MAURICE R. SUBEL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY,
AND TO THE HONORABLE HUBERT M. HALL, JUDGE THEREOF:

Come your Complainants, A. Bertolla & Sons, A Partnership
composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla
and J. P. Bertolla, and respectfully represent and show unto your
Honor and unto this Honorable Court as follows:

FIRST:

That they are each over the age of twenty-one years and
resident citizens of Baldwin County, Alabama, their more particular
address being, Loxley, Alabama. That the Respondents are all over
the age of twenty-one years and residents of Baldwin County, Alabama,
their more particular address being, Summerdale, Alabama, with the
exception of the Respondent, Walter Subel, who is presently in the
Armed Forces of the United States of America and whose age is unknown
to your Complainants.

SECOND:

That the Respondents did on January 19, 1954, enter into a
contract with the Complainants, a copy of which is attached hereto
and marked "Exhibit A", whereby they agreed, among other things,
to deliver the crop therein referred to to your Complainants at
their packing house in Baldwin County and that the said Respondents
have breached said contract in that they have delivered or have had
delivered to a shed or packing house other than the one operated by
your Complainants a load, or loads, of potatoes and that such delivery
is in direct conflict with the terms and provisions of said contract.

THIRD:

That your Complainants are, in accordance with the terms and provisions of said contract, the owners of said potato crop which is situated on the following described property situated in Baldwin County, Alabama, to-wit:

The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East.

and that they have a lien thereon under the provisions of Title 33, Section 81, of the Code of Alabama of 1940, for advances made under the provisions of the contract which is attached hereto and for additional sums advanced to the Respondents in the crop year of 1953 in the amount of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) and the further amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to the Respondents in the crop year 1954 other than those embodied in the contract which is attached hereto.

FOURTH:

That there is attached hereto and presented herewith an affidavit of Alex S. Bertella, one of the Complainants, made in accordance with the provisions of Title 31, Section 20 of the Code of Alabama of 1940. There is also presented herewith a bond of your Complainants with good and sufficient sureties as required by law.

PRAYER FOR PROCESS:

The premises considered your Complainants respectfully pray that your Honor will cause the usual writ of process to issue out of this Court making all of the Respondents named herein parties to this proceeding and requiring them to plead, answer or demur to this Complaint within the time and under the rules of this Court.

PRAYER FOR RELIEF:

The premises considered your Complainants respectfully pray that your Honor will cause a writ of attachment to be issued, attaching the crop referred to in the contract attached hereto and requiring the Respondents to comply with the terms of said contract and to deliver or to allow your Complainants to gather and deliver, to the sheds of your Complainants the potatoes now located on the property described above. Your Complainants further pray that your

Honor will fix and determine the amount of the lien of your Complainants on said crop both as to the advances during the crop year 1954 and the advances during the crop year 1953 and will cause an accounting to be had between your Complainants and the Respondents to settle all differences now existing between them relative to such advances. And your Complainants pray for such other, further and different relief as in the premises will be meet and proper.

/s/ Alex S. Bertolla
Alex S. Bertolla

CHESON & STONE

By: /s/ Norborne C. Stone, Jr.
Attorneys for Complainants

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and for said County in said State, personally appeared Alex S. Bertolla, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the partners of A. Bertolla & Sons and that his name is signed to the foregoing Complaint and that the facts alleged therein are true.

Dated this 26th day of May, 1954.

Sworn to and subscribed before
me this 26th day of May, 1954.
/s/ Norborne C. Stone, Jr.
Notary Public

/s/ Alex S. Bertolla

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and for said County in said State, personally appeared Alex S. Bertolla who is known to me and who after being by me first duly and legally sworn did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the partners of the partnership of A. Bertolla & Sons of Loxley, Alabama, and that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice R. Subel are justly indebted to the partnership of A.

Bertolla & Sons for the sum of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) together with the interest thereon from May 19, 1954, for advances made to them during the crop year 1953 for goods and money advanced by said partnership for the growing and cultivating of a potato crop during said crop year and are justly indebted to A. Bertolla & Sons in the amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to them during the crop year 1954 and are further justly indebted to said partnership for the delivery to them of a crop of potatoes located on the following described property in Baldwin County, Alabama: The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East, in payment for advances made in goods to them for the raising of said crop under the terms of the contract dated January 19, 1954, between said Partnership and said individuals. And your Affiant further says that said debtors have removed or is about to remove part of said potato crop without delivering to said partnership said crop in payment of advances made as stated herein without the consent of said partnership and in direct conflict with the terms of the contract referred to above. That this attachment is not issued out for the purpose of vexing or harassing the said Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel, and Maurice R. Subel.

Dated this 26th day of May, 1954.

/s/ Alex S. Bertolla

Sworn to and subscribed before
me this 26th day of May, 1954.

/s/ Norborne C. Stone, Jr.
Notary Public, Baldwin County, Ala.

"EXHIBIT A"

1954 CONTRACT

Contract made in duplicate and concluded at Loxley, Alabama, under date of Jan. 19 - 1954, by and between A. Bertolla & Sons, a partnership firm, with its principal office at Loxley, Alabama, hereinafter referred to as first party and Charlie Subel, Hazel Subel (his wife) Raymond, Walter, & Maurice Subel his sons, hereinafter referred to as second party.

Witnesseth that said first party delivered to second party 723 100 lb. sacks of seed Irish potatoes and 83 tons of commercial fertilizer, same to be used for planting 73 acres of Irish potatoes, also to furnish, at the proper time all material necessary for spraying said crop of Irish potatoes and the party of the second part agrees to furnish land, plant, cultivate, spray and harvest and do any other necessary thing to raise the crop and deliver to the first party at their packing house in Baldwin County all potatoes harvested from the entire acreage planted.

The party of the second part shall receive, for his share, from the market value of said potatoes twenty per cent (20%) and the first party eighty per cent (80%) until the cost of seed, fertilizer, insecticides, etc., amounting to \$5,873.25 () will have been paid for. Thereafter, the second party will receive eighty per cent (80%) and the first party twenty per cent (20%).

It is understood and agreed that the market value shall mean the actual prevailing price established by the first party and other responsible buyers at Baldwin County at the time of delivery by second party.

It is further agreed that if the said second party fails or neglects to cultivate or properly take care of the crop or any part of the said acreage of potatoes hereinbefore mentioned, that party of the first part is hereby authorized and directed to cultivate and harvest the said potato crop at his own expense. Also, if party of the second part fails to deliver all of the potatoes harvested covered by said acreage, which consists of his entire acreage, planted, the party of the first part reserves the right, at his option, to declare the whole contract broken. This contract is intended to be binding on both parties and any deviation therefrom shall leave cause for damages, in whole or in part; it being understood that the entire crop of potatoes is the property of the party of the first part, until the entire agreement has been completed.

In witness whereof, the parties hereto have hereunto subscribed, in the presence of:

A. BERTOLLA & SONS

Witness:

R. M. Black /s/

Jesse Stewart /s/

Mary B. Bill /s/

Mel Hoffman /s/

By: V. A. Bertolla, Mgr. /s/

By: Charlie Subel /s/

By: Hazel Subel /s/

By: Raymond Subel /s/

By: Walter Subel /s/

By: Maurice R. Subel /s/

FILED
JAN 21 1954
BALDWIN COUNTY, ALA.

46
W
H
C
y

No 3262

Ray Hoffman	/s/	By: Maurice H. Guber	/s/
Harry H. Dill	/s/	By: Walter Guber	/s/
James Gorman	/s/	By: Raymond Guber	/s/
H. H. Black	/s/	By: Harry Guber	/s/
Witness:		By: Charlie Guber	/s/
		By: A. A. Percipio, Not.	/s/

FILED
MAY 26 1954
ALICE J. DUCK, Register

V. BENJOLIA & SONS

In the presence of: The parties hereto have heretofore represented:

All the entire agreement has been completed. Crop of potatoes is the property of the party of the first part, in witness whereof and in part to put underground that the entire crop of potatoes and any deviation therefrom shall have come from the whole completed system. This contract is intended to be binding upon the party of the first part heretofore and his heirs, assigns, devisees, second party shall be delivered all of the potatoes heretofore covered the said potato crop at his own expense. Also if party of the first part is hereby authorized and directed to cultivate and harvest said crops of potatoes heretofore mentioned, that party of the first part is hereby authorized and directed to cultivate and harvest to cultivate or properly take care of the crop or any part of the it is further agreed that if the said second party fails or neglects second party.

responsible party of Benjamin Guber as the time of delivery by actual traveling price established by the first party and upon it is understood and agreed that the market value shall mean the

(50¢) and the first party second party will receive eighty per cent

eighty per cent amounting to \$2,813.52 } will have been

market value of said potatoes eighty per cent (50¢) and the first party of the second party shall receive for his share from the

the entire acreage planted.

of both being home in Benjamin Guber all potatoes harvested from necessary time to take the crop and deliver to the first party (including plant, plant, cultivate, spray and harvest and so any other crop of Irish potatoes and the party of the second part agrees to furnish all the proper and all material necessary for growing said same to be used for planting 13 acres of Irish potatoes, also to 13 acres of seed Irish potatoes and 13 tons of commercial fertilizer. Benjamin this said first party delivered to second party 153 100

related to as second party.

(his wife) Raymond, Walter, a Maurice Guber his sons, heretofore himself related to as first party and Charlie Guber, Harry Guber heretofore with its principal office at Loxley, Alabama, heretofore date of Jan. 13 - 1954 by and between V. Benjolia & Sons a party Contract made in duplicate and concluded at Loxley, Alabama under

JOSE CONTRACT

"EXHIBIT A"

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla and J. P. Bertolla, as Complainants, against Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, as Respondents.

Witness my hand this 26th day of May, 1954.

A. Bertolla & Sons
Register.

Respondents.

That the Respondents did on January 19, 1954, enter into a contract with the Complainants, a copy of which is attached hereto and marked "Exhibit A", whereby they agreed, among other things, to deliver the crop therein referred to to your Complainants at their packing house in Baldwin County and that the said Respondents have breached said contract in that they have delivered or have had delivered to a shed or packing house other than the one operated by your Complainants a load, or loads, of potatoes and that such delivery is in direct conflict with the terms and provisions of said contract.

THIRD:

That your Complainants are, in accordance with the terms and provisions of said contract, the owners of said potato crop which is situated on the following described property situated in Baldwin County, Alabama, to-wit:

The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East.

and that they have a lien thereon under the provisions of Title 33, Section 81, of the Code of Alabama of 1940, for advances made under the provisions of the contract which is attached hereto and for additional sums advanced to the Respondents in the crop year of 1953 in the amount of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) and the further amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to the Respondents in the crop year 1954 other than those embodied in the contract which is attached hereto.

FOURTH:

That there is attached hereto and presented herewith an affidavit of Alex S. Bertolla, one of the Complainants, made in accordance with the provisions of Title 31, Section 20 of the Code of Alabama of 1940. There is also presented herewith a bond of your Complainants with good and sufficient sureties as required by law.

PRAYER FOR PROCESS:

The premises considered your Complainants respectfully pray that your Honor will cause the usual writ of process to issue out of this Court making all of the Respondents named herein parties to this proceeding and requiring them to plead, answer or demur to this Complaint within the time and under the rules of this Court.

PRAYER FOR RELIEF:

The premises considered your Complainants respectfully pray that your Honor will cause a writ of attachment to be issued, attaching the crop referred to in the contract attached hereto and requiring the Respondents to comply with the terms of said contract and to deliver or to allow your Complainants to gather and deliver, to the sheds of your Complainants the potatoes now located on the property described above. Your Complainants further pray that your

Honor will fix and determine the amount of the lien of your Com-
plainants on said crop both as to the advances during the crop year
1954 and the advances during the crop year 1953 and will cause
an accounting to be had between your Complainants and the Respondents
to settle all differences now existing between them relative to such
advances. And your Complainants pray for such other, further and
different relief as in the premises will be meet and proper.

/s/ Alex S. Bertolla
Alex S. Bertolla

CHASON & STONE

By: /s/ Norborne C. Stone, Jr.
Attorneys for Complainants

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and
for said County in said State, personally appeared Alex S. Bertolla,
who is known to me and who, after being by me first duly and legally
sworn, did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the
partners of A. Bertolla & Sons and that his name is signed to the
foregoing Complaint and that the facts alleged therein are true.

Dated this 26th day of May, 1954.

Sworn to and subscribed before
me this 26th day of May, 1954

/s/ Norborne C. Stone, Jr.
Notary Public

/s/ Alex S. Bertolla

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and
for said County in said State, personally appeared Alex S. Bertolla
who is known to me and who after being by me first duly and legally
sworn did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the
partners of the partnership of A. Bertolla & Sons of Loxley, Alabama,
and that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel
and Maurice R. Subel are justly indebted to the partnership of A.

Bertolla & Sons for the sum of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) together with the interest thereon from May 19, 1954, for advances made to them during the crop year 1953 for goods and money advanced by said partnership for the growing and cultivating of a potato crop during said crop year and are justly indebted to A. Bertolla & Sons in the amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to them during the crop year 1954 and are further justly indebted to said partnership for the delivery to them of a crop of potatoes located on the following described property in Baldwin County, Alabama: The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East, in payment for advances made in goods to them for the raising of said crop under the terms of the contract dated January 19, 1954, between said Partnership and said individuals. And your Affiant further says that said debtors have removed or is about to remove part of said potato crop without delivering to said partnership said crop in payment of advances made as stated herein without the consent of said partnership and in direct conflict with the terms of the contract referred to above. That this attachment is not issued out for the purpose of vexing or harassing the said Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel, and Maurice R. Subel.

Dated this 26th day of May, 1954.

/s/ Alex S. Bertolla

Sworn to and subscribed before
me this 26th day of May, 1954.

/s/ Norborne C. Stone, Jr.
Notary Public, Baldwin County, Ala.

"EXHIBIT A"

1954 CONTRACT

Contract made in duplicate and concluded at Loxley, Alabama, under date of Jan. 19 - 1954, by and between A. Bertolla & Sons, a partnership firm, with its principal office at Loxley, Alabama, hereinafter referred to as first party and Charlie Subel, Hazel Subel (his wife) Raymond, Walter, & Maurice Subel his sons, hereinafter referred to as second party.

Witnesseth that said first party delivered to second party 723 100 lb. sacks of seed Irish potatoes and 83 tons of commercial fertilizer, same to be used for planting 73 acres of Irish potatoes, also to furnish, at the proper time all material necessary for spraying said crop of Irish potatoes and the party of the second part agrees to furnish land, plant, cultivate, spray and harvest and do any other necessary thing to raise the crop and deliver to the first party at their packing house in Baldwin County all potatoes harvested from the entire acreage planted.

The party of the second part shall receive, for his share, from the market value of said potatoes twenty per cent (20%) and the first party eighty per cent (80%) until the cost of seed, fertilizer, insecticides, etc., amounting to \$5,873.25 () will have been paid for. Thereafter, the second party will receive eighty per cent (80%) and the first party twenty per cent (20%).

It is understood and agreed that the market value shall mean the actual prevailing price established by the first party and other responsible buyers at Baldwin County at the time of delivery by second party.

It is further agreed that if the said second party fails or neglects to cultivate or properly take care of the crop or any part of the said acreage of potatoes hereinbefore mentioned, that party of the first part is hereby authorized and directed to cultivate and harvest the said potato crop at his own expense. Also, if party of the second part fails to deliver all of the potatoes harvested covered by said acreage, which consists of his entire acreage, planted, the party of the first part reserves the right, at his option, to declare the whole contract broken. This contract is intended to be binding on both parties and any deviation therefrom shall leave cause for damages, in whole or in part; it being understood that the entire crop of potatoes is the property of the party of the first part, until the entire agreement has been completed.

In witness whereof, the parties hereto have hereunto subscribed, in the presence of:

A. BERTOLLA & SONS

Witness:

R. M. Black /s/

Jesse Stewart /s/

Mary B. Bill /s/

Mel Hoffman /s/

By: V. A. Bertolla, Mgr. /s/

By: Charlie Subel /s/

By: Hazel Subel /s/

By: Raymond Subel /s/

By: Walter Subel /s/

By: Maurice R. Subel /s/

FILED
MAY 4 1954
OFFICE OF THE
CLERK OF THE
COURT
BALDWIN COUNTY
ALABAMA

42654

703262

By: <u>Marjorie H. Super</u> /s/	At: <u>Marjorie H. Super</u> /s/
By: <u>Harvey Super</u> /s/	At: <u>Harvey Super</u> /s/
By: <u>Raymond Super</u> /s/	At: <u>Raymond Super</u> /s/
By: <u>Harvey Super</u> /s/	At: <u>Harvey Super</u> /s/
By: <u>Charles Super</u> /s/	At: <u>Charles Super</u> /s/
By: <u>A. V. Bercolia, Mgr.</u> /s/	At: <u>A. V. Bercolia, Mgr.</u> /s/

Witness:

A. BERCOLIA & SONS

FILED
MAY 26 1954
ALICE J. DWCK, Register

in the presence of:
in witness whereof, the parties hereto have hereunto subscribed,

If the entire agreement has been completed,
crop of potatoes is the property of the party of the first part, un-
dresses, in whole or in part if being understood that the entire
on both parties and any deviation therefrom shall leave cause for
the whole contract broken. This contract is intended to be binding
party of the first part reserves the right, at his option, to deliver
by said acreage, which consists of his entire acreage, planted, the
second part shall be delivered all of the potatoes harvested covered
the said potato crop at his own expense. Also, if party of the
first part is hereby authorized and directed to cultivate and harvest
said acreage of potatoes hereinafter mentioned, that party of the
to cultivate or properly take care of the crop or any part of the
it is further agreed that if the said second party fails or neglects

second party.

respective parties at Belvoir County at the time of delivery by
actual prevailing price established by the first party and other
it is understood and agreed that the market value shall mean the

(90%) and the first party hereby agrees (50%)
said for. Therefore, the second party will receive eight per cent

} will have been

negotiable, etc., amounting to \$2,813.32
party eight per cent (90%) until the cost of seed, fertilizer, in-
sured value of said potatoes hereby per cent (50%) and the first
The party of the second part shall receive, for his share, from the

the entire acreage planted.

at each packing house in Belvoir County all potatoes harvested from
necessarily being so also the crop and deliver to the first party
turbid land, high, cultivated, dry and harvest and do any other
crop of Irish potatoes and the party of the second part agrees to
harvest at the proper time all material necessary for shipping said
same to be used for planting 13 acres of Irish potatoes, also to
13 sacks of seed Irish potatoes and 63 tons of commercial fertilizer,
Witnesses that said first party delivered to second party 153 100

referred to as second party.

(his wife) Raymond, sister, & Maurice Super his sons, hereinafter
instituted referred to as first party and Charles Super, Harvey Super
hereinafter referred to as principal office at Los Angeles, Alabama, here-
date of Jan. 10 - 1934, by and between A. Bercolia & Sons, a party
Contract made in duplicate and concluded at Los Angeles, Alabama, under

1934 CONTRACT

EXHIBIT A

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

WHEREAS, A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, et al., hath complained under oath to me, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, In Equity, that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, are justly indebted to said partnership for the delivery of goods to them for the purpose of raising a crop on the land hereinafter described under contract, and the said A. Bertolla & Sons, having made affidavit and given bond as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach the crop of potatoes now situated on the following described real property in Baldwin County, Alabama, to-wit: North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter, Section 24, Township 6 South, Range 3 East, and such crop, unless replevied, so to secure that the same may be liable to further proceedings thereon to be had in the Circuit Court of Baldwin County, Alabama, In Equity, to be held at the Courthouse thereof, when and where you must make known how you have executed this writ.

Witness my hand as Register of the Circuit Court of Baldwin County, Alabama, In Equity, on this the 26th day of May, 1954.

Alice J. Duck
Register.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

WHEREAS, A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, et al., hath complained under oath to me, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, In Equity, that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, are justly indebted to said partnership for the delivery of goods to them for the purpose of raising a crop on the land hereinafter described under contract, and the said A. Bertolla & Sons, having made affidavit and given bond as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach the crop of potatoes now situated on the following described real property in Baldwin County, Alabama, to-wit: North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter, Section 24, Township 6 South, Range 3 East, and such crop, unless replevied, so to secure that the same may be liable to further proceedings thereon to be had in the Circuit Court of Baldwin County, Alabama, In Equity, to be held at the Courthouse thereof, when and where you must make known how you have executed this writ.

Witness my hand as Register of the Circuit Court of Baldwin County, Alabama, In Equity, on this the 26th day of May, 1954.

Alice J. Duck
Register.

That the Respondents did on January 19, 1954, enter into a contract with the Complainants, a copy of which is attached hereto and marked "Exhibit A", whereby they agreed, among other things, to deliver the crop therein referred to to your Complainants at their packing house in Baldwin County and that the said Respondents have breached said contract in that they have delivered or have had delivered to a shed or packing house other than the one operated by your Complainants a load, or loads, of potatoes and that such delivery is in direct conflict with the terms and provisions of said contract.

THIRD:

That your Complainants are, in accordance with the terms and provisions of said contract, the owners of said potato crop which is situated on the following described property situated in Baldwin County, Alabama, to-wit:

The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East.

and that they have a lien thereon under the provisions of Title 33, Section 81, of the Code of Alabama of 1940, for advances made under the provisions of the contract which is attached hereto and for additional sums advanced to the Respondents in the crop year of 1953 in the amount of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) and the further amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to the Respondents in the crop year 1954 other than those embodied in the contract which is attached hereto.

FOURTH:

That there is attached hereto and presented herewith an affidavit of Alex S. Bertolla, one of the Complainants, made in accordance with the provisions of Title 31, Section 20 of the Code of Alabama of 1940. There is also presented herewith a bond of your Complainants with good and sufficient sureties as required by law.

PRAYER FOR PROCESS:

The premises considered your Complainants respectfully pray that your Honor will cause the usual writ of process to issue out of this Court making all of the Respondents named herein parties to this proceeding and requiring them to plead, answer or demur to this Complaint within the time and under the rules of this Court.

PRAYER FOR RELIEF:

The premises considered your Complainants respectfully pray that your Honor will cause a writ of attachment to be issued, attaching the crop referred to in the contract attached hereto and requiring the Respondents to comply with the terms of said contract and to deliver or to allow your Complainants to gather and deliver, to the sheds of your Complainants the potatoes now located on the property described above. Your Complainants further pray that your

Honor will fix and determine the amount of the lien of your Com-
plainants on said crop both as to the advances during the crop year
1954 and the advances during the crop year 1953 and will cause
an accounting to be had between your Complainants and the Respondents
to settle all differences now existing between them relative to such
advances. And your Complainants pray for such other, further and
different relief as in the premises will be meet and proper.

/s/ Alex S. Bertolla
Alex S. Bertolla

CRASON & STONE

By: /s/ Norborne C. Stone, Jr.
Attorneys for Complainants

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and
for said County in said State, personally appeared Alex S. Bertolla,
who is known to me and who, after being by me first duly and legally
sworn, did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the
partners of A. Bertolla & Sons and that his name is signed to the
foregoing Complaint and that the facts alleged therein are true.

Dated this 26th day of May, 1954.

Sworn to and subscribed before
me this 26th day of May, 1954

/s/ Norborne C. Stone, Jr.
Notary Public

/s/ Alex S. Bertolla

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and
for said County in said State, personally appeared Alex S. Bertolla
who is known to me and who after being by me first duly and legally
sworn did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the
partners of the partnership of A. Bertolla & Sons of Loxley, Alabama,
and that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel
and Maurice R. Subel are justly indebted to the partnership of A.

Bartolla & Sons for the sum of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) together with the interest thereon from May 19, 1954, for advances made to them during the crop year 1953 for goods and money advanced by said partnership for the growing and cultivating of a potato crop during said crop year and are justly indebted to A. Bartolla & Sons in the amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to them during the crop year 1954 and are further justly indebted to said partnership for the delivery to them of a crop of potatoes located on the following described property in Baldwin County, Alabama: The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East, in payment for advances made in goods to them for the raising of said crop under the terms of the contract dated January 19, 1954, between said Partnership and said individuals. And your Affiant further says that said debtors have removed or is about to remove part of said potato crop without delivering to said partnership said crop in payment of advances made as stated herein without the consent of said partnership and in direct conflict with the terms of the contract referred to above. That this attachment is not issued out for the purpose of vexing or harassing the said Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel, and Maurice R. Subel.

Dated this 26th day of May, 1954.

Sworn to and subscribed before
me this 26th day of May, 1954.

Notary Public, Baldwin County, Ala.

"EXHIBIT A"

1954 CONTRACT

Contract made in duplicate and concluded at Loxley, Alabama, under date of Jan. 19 - 1954, by and between A. Bertolla & Sons, a partnership firm, with its principal office at Loxley, Alabama, hereinafter referred to as first party and Charlie Subel, Hazel Subel (his wife) Raymond, Walter, & Maurice Subel his sons, hereinafter referred to as second party.

Witnesseth that said first party delivered to second party 723 100 lb. sacks of seed Irish potatoes and 83 tons of commercial fertilizer, same to be used for planting 73 acres of Irish potatoes, also to furnish, at the proper time all material necessary for spraying said crop of Irish potatoes and the party of the second part agrees to furnish land, plant, cultivate, spray and harvest and do any other necessary thing to raise the crop and deliver to the first party at their packing house in Baldwin County all potatoes harvested from the entire acreage planted.

The party of the second part shall receive, for his share, from the market value of said potatoes twenty per cent (20%) and the first party eighty per cent (80%) until the cost of seed, fertilizer, insecticides, etc., amounting to \$5,873.25

paid for. Thereafter, the second party will receive eighty per cent (80%) and the first party twenty per cent (20%).

It is understood and agreed that the market value shall mean the actual prevailing price established by the first party and other responsible buyers at Baldwin County at the time of delivery by second party.

It is further agreed that if the said second party fails or neglects to cultivate or properly take care of the crop or any part of the said acreage of potatoes hereinbefore mentioned, that party of the first part is hereby authorized and directed to cultivate and harvest the said potato crop at his own expense. Also, if party of the second part fails to deliver all of the potatoes harvested covered by said acreage, which consists of his entire acreage, planted, the party of the first part reserves the right, at his option, to declare the whole contract broken. This contract is intended to be binding on both parties and any deviation therefrom shall leave cause for damages, in whole or in part; it being understood that the entire crop of potatoes is the property of the party of the first part, until the entire agreement has been completed.

In witness whereof, the parties hereto have hereunto subscribed, in the presence of:

A. BERTOLLA & SONS

Witness:

R. M. Black /s/

Jesse Stewart /s/

Mary B. Bill /s/

Mel Hoffman /s/

By: V. A. Bertolla, Mgr. /s/

By: Charlie Subel /s/

By: Hazel Subel /s/

By: Raymond Subel /s/

By: Walter Subel /s/

By: Maurice R. Subel /s/

FILED
JAN 24 1954

OFFICE OF THE CLERK OF THE DISTRICT COURT

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

WHEREAS, A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, et al., hath complained under oath to me, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, In Equity, that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, are justly indebted to said partnership for the delivery of goods to them for the purpose of raising a crop on the land hereinafter described under contract, and the said A. Bertolla & Sons, having made affidavit and given bond as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach the crop of potatoes now situated on the following described real property in Baldwin County, Alabama, to-wit: North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter, Section 24, Township 6 South, Range 3 East, and such crop, unless replevied, so to secure that the same may be liable to further proceeding thereon to be had in the Circuit Court of Baldwin County, Alabama, In Equity, to be held at the Courthouse thereof, when and where you must make known how you have executed this writ.

Witness my hand as Register of the Circuit Court of Baldwin County, Alabama, In Equity, on this the 26th day of May, 1954.

Alice J. Duck
Register.

Alice J. Duck
Register

County, Alabama, in said City, on this the 26th day of May, 1954.

Witness my hand as Register of the Circuit Court of Baldwin County, Alabama, this 26th day of May, 1954.

held at the Courtroom thereof, when and where you must make known in the Circuit Court of Baldwin County, Alabama, in said City, to be that the same may be liable to further proceedings thereon to be had in said County, Range 3 East, and such crop, unless replevied, so to secure Southwest Quarter of the Northeast Quarter, Section 26, Township 1 North, Range 3 East, and such crop, unless replevied, so to secure

situated on the following described real property in Baldwin County, Alabama, to-wit: North half of the Southwest Quarter and the

YOU ARE HEREBY COMMANDED to attach the crop of potatoes now required by law in such cases;

said A. Bertolia & Sons, having made affidavit and given bond as a crop on the land hereinafter described under contract, and to ship for the delivery of goods to them for the purpose of raising said crop, and Maurice Gubel, are justly indebted to said partnership. In said City, that Charles Gubel, Hazel Gubel, R. F. Gubel, Alice J. Duck, Register of the Circuit Court of Baldwin County, Angelo F. Bertolia, et al., have complained under oath to me,

WHEREAS, A. Bertolia & Sons, a Partnership composed of

TO ANY SHERIFF OF THE STATE OF ALABAMA, CRETINGS:

BALDWIN COUNTY

STATE OF ALABAMA

no 3262

FILED
MAY 26 1954
ALICE J. DUCK, Register

STATE OF ALABAMA


BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

WHEREAS, A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, et al., hath complained under oath to me, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, In Equity, that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, are justly indebted to said partnership for the delivery of goods to them for the purpose of raising a crop on the land hereinafter described under contract, and the said A. Bertolla & Sons, having made affidavit and given bond as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach the crop of potatoes now situated on the following described real property in Baldwin County, Alabama, to-wit: North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter, Section 24, Township 6 South, Range 3 East, and such crop, unless replevied, so to secure that the same may be liable to further proceedings thereon to be had in the Circuit Court of Baldwin County, Alabama, In Equity, to be held at the Courthouse thereof, when and where you must make known how you have executed this writ.

Witness my hand as Register of the Circuit Court of Baldwin County, Alabama, In Equity, on this the 26th day of May, 1954.


Register.

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla and J. P. Bertolla, as Complainants, against Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, as Respondents.

Witness my hand this 26th day of May, 1954.


Register.

A. BERTOLLA & SONS, A
Partnership composed
of ANGELO F. BERTOLLA,
ALEX S. BERTOLLA, R. F.
BERTOLLA, and J. P.
BERTOLLA,

Complainants,

vs.

CHARLIE SUBEL, HAZEL SUBEL,
RAYMOND SUBEL, WALTER SUBEL,
and MAURICE R. SUBEL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY,
AND TO THE HONORABLE HUBERT M. HALL, JUDGE THEREOF:

Come your Complainants, A. Bertolla & Sons, A Partnership
composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla
and J. P. Bertolla, and respectfully represent and show unto your
Honor and unto this Honorable Court as follows:

FIRST:

That they are each over the age of twenty-one years and
resident citizens of Baldwin County, Alabama, their more particular
address being, Loxley, Alabama. That the Respondents are all over
the age of twenty-one years and residents of Baldwin County, Alabama,
their more particular address being, Summerdale, Alabama, with the
exception of the Respondent, Walter Subel, who is presently in the
Armed Forces of the United States of America and whose age is unknown
to your Complainants.

SECOND:

That the Respondents did on January 19, 1954, enter into a
contract with the Complainants, a copy of which is attached hereto
and marked "Exhibit A", whereby they agreed, among other things,
to deliver the crop therein referred to to your Complainants at
their packing house in Baldwin County and that the said Respondents
have breached said contract in that they have delivered or have had
delivered to a shed or packing house other than the one operated by
your Complainants a load, or loads, of potatoes and that such delivery
is in direct conflict with the terms and provisions of said contract.

THIRD:

That your Complainants are, in accordance with the terms and provisions of said contract, the owners of said potato crop which is situated on the following described property situated in Baldwin County, Alabama, to-wit:

The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East.

and that they have a lien thereon under the provisions of Title 33, Section 81, of the Code of Alabama of 1940, for advances made under the provisions of the contract which is attached hereto and for additional sums advanced to the Respondents in the crop year of 1953 in the amount of Four Thousand Five Hundred Ninety-two and 75/100 Dollars (\$4,592.76) and the further amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to the Respondents in the crop year 1954 other than those embodied in the contract which is attached hereto.

FOURTH:

That there is attached hereto and presented herewith an affidavit of Alex S. Bertolla, one of the Complainants, made in accordance with the provisions of Title 31, Section 20 of the Code of Alabama of 1940. There is also presented herewith a bond of your Complainants with good and sufficient sureties as required by law.

PRAYER FOR PROCESS:

The premises considered your Complainants respectfully pray that your Honor will cause the usual writ of process to issue out of this Court making all of the Respondents named herein parties to this proceeding and requiring them to plead, answer or demur to this Complaint within the time and under the rules of this Court.

PRAYER FOR RELIEF:

The premises considered your Complainants respectfully pray that your Honor will cause a writ of attachment to be issued, attaching the crop referred to in the contract attached hereto and requiring the Respondents to comply with the terms of said contract and to deliver or to allow your Complainants to gather and deliver, to the sheds of your Complainants the potatoes now located on the property described above. Your Complainants further pray that your

Honor will fix and determine the amount of the lien of your Com-
plainants on said crop both as to the advances during the crop year
1954 and the advances during the crop year 1953 and will cause
an accounting to be had between your Complainants and the Respondents
to settle all differences now existing between them relative to such
advances. And your Complainants pray for such other, further and
different relief as in the premises will be meet and proper.

Alex S. Bertolla

Alex S. Bertolla

CHASON & STONE

By: *Malcolm S. Stone, Jr.*

Attorneys for Complainants

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and
for said County in said State, personally appeared Alex S. Bertolla,
who is known to me and who, after being by me first duly and legally
sworn, did depose and say under oath as follows:

That his name is Alex S. Bertolla and that he is one of the
partners of A. Bertolla & Sons and that his name is signed to the
foregoing Complaint and that the facts alleged therein are true.

Dated this 26th day of May, 1954.

Sworn to and subscribed
before me this 26th day
of May, 1954

Norborne C. Stone, Jr.
Notary Public

Alex S. Bertolla

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and
for said County in said State, personally appeared Alex S. Bartolla
who is known to me and who after being by me first duly and legally
sworn did depose and say under oath as follows:

That his name is Alex S. Bartolla and that he is one of the
partners of the partnership of A. Bartolla & Sons of Loxley, Alabama,
and that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel
and Maurice R. Subel are justly indebted to the partnership of A.

Bertolla & Sons for the sum of Four Thousand Five Hundred Ninety-two and 76/100 Dollars (\$4,592.76) together with the interest thereon from May 19, 1954, for advances made to them during the crop year 1953 for goods and money advanced by said partnership for the growing and cultivating of a potato crop during said crop year and are justly indebted to A. Bertolla & Sons in the amount of Two Hundred Twenty-five and 75/100 Dollars (\$225.75) for advances made to them during the crop year 1954 and are further justly indebted to said partnership for the delivery to them of a crop of potatoes located on the following described property in Baldwin County, Alabama: The North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 6 South, Range 3 East, in payment for advances made in goods to them for the raising of said crop under the terms of the contract dated January 19, 1954, between said Partnership and said individuals. And your Affidant further says that said debtors have removed or is about to remove part of said potato crop without delivering to said partnership said crop in payment of advances made as stated herein without the consent of said partnership and in direct conflict with the terms of the contract referred to above. That this attachment is not issued out for the purpose of vexing or harassing the said Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel, and Maurice E. Subel.

Dated this 26th day of May, 1954.

Alex S Bertolla

Sworn to and subscribed before
me this 26th day of May, 1954.

Maurice E. Subel
Notary Public, Baldwin County, Ala.

"EXHIBIT A"

1954 CONTRACT

Contract made in duplicate and concluded at Loxley, Alabama, under date of Jan. 19 - 1954, by and between A. Bertolla & Sons, a partnership firm, with its principal office at Loxley, Alabama, hereinafter referred to as first party and Charlie Subel, Hazel Subel (his wife) Raymond, Walter, & Maurice Subel his sons, hereinafter referred to as second party.

Witnesseth that said first party delivered to second party 723 100 lb. sacks of seed Irish potatoes and 83 tons of commercial fertilizer same to be used for planting 73 acres of Irish potatoes, also to furnish, at the proper time all material necessary for spraying said crop of Irish potatoes and the party of the second part agrees to furnish land, plant, cultivate, spray and harvest and do any other necessary thing to raise the crop and deliver to the first party at their packing house in Baldwin County all potatoes harvested from the entire acreage planted.

The party of the second part shall receive, for his share, from the market value of said potatoes twenty per cent (20%) and the first party eighty per cent (80%) until the cost of seed, fertilizer, insecticides, etc., amounting to \$5,873.25 () will have been paid for. Thereafter, the second party will receive eighty per cent (80%) and the first party twenty per cent (20%).

It is understood and agreed that the market value shall mean the actual prevailing price established by the first party and other responsible buyers at Baldwin County at the time of delivery by second party.

It is further agreed that if the said second party fails or neglects to cultivate or properly take care of the crop or any part of the said acreage of potatoes hereinbefore mentioned, that party of the first part is hereby authorized and directed to cultivate and harvest the said potato crop at his own expense. Also, if party of the second part fails to deliver all of the potatoes harvested covered by said acreage, which consists of his entire acreage, planted, the party of the first part reserves the right, at his option, to declare the whole contract broken. This contract is intended to be binding on both parties and any deviation therefrom shall leave cause for damages, in whole or in part; it being understood that the entire crop of potatoes is the property of the party of the first part, until the entire agreement has been completed.

In witness whereof, the parties hereto have hereunto subscribed, in the presence of:

A. BERTOLLA & SONS

Witness:

By: V. A. Bertolla, Mgr. /s/

R. M. Black /s/

By: Charlie Subel /s/

Jesse Stewart /s/

By: Hazel Subel /s/

Mary B. Bill /s/

By: Raymond Subel /s/

Mel Hoffman /s/

By: Walter Subel /s/

By: Maurice R. Subel /s/

and on _____ day of _____
I served a copy of the within _____
on _____
By service on _____

TAYLOR WILKINS, Sheriff
By _____ D. S.

*Returned 6/11/54
unserved on order
of Plaintiffs attorney
Taylor Wilkins
Sheriff*

*HOLD
No 3262*

FILED
MAY 26 - 1954
ALICE J. DUCK, Register
33-81

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, A. Bertolla & Sons A Partnership composed of Angelo F. Bertolla, Alex S. Bertolla, R. F. Bertolla and J. F. Bertolla, and the undersigned as sureties are held and firmly bound unto Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel, and Maurice R. Subel, in the sum of Ten Thousand Dollars (\$10,000.00) for the payment of which we do hereby by these presents bind ourselves, jointly and severally.

The conditions of the above obligation is such, that whereas the said A. Bertolla & Sons have this day issued out an attachment in the Circuit Court of Baldwin County, Alakama, In Equity, for the enforcement of a lien on a crop of potatoes on property of the obligees hereunder. Now Therefore, ^{should} /the Complainants, A. Bertolla & Sons, presecute said attachment/^{to effect} and pay to the Respondents all such damages as they may sustain from the wrongful and vexatious suing out of such attachment, then this obligation to be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 26th day of May, 1954.

A. Bertolla & Sons
By: Alex S. Bertolla (SEAL)
Partner

W. Bertolla (SEAL)

Mary B. Bill (SEAL)

Taken and approved this
26th day of May, 1954.

Alice J. Duck
Alice J. Duck, Register.

no 3262

Bmd

FILED
MAY 26 - 1954

ALICE J. ORGZ, 1954/55

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

WHEREAS, A. Bertolla & Sons, A Partnership composed of Angelo F. Bertolla, et al., hath complained under oath to me, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, In Equity, that Charlie Subel, Hazel Subel, Raymond Subel, Walter Subel and Maurice Subel, are justly indebted to said partnership for the delivery of goods to them for the purpose of raising a crop on the land hereinafter described under contract, and the said A. Bertolla & Sons, having made affidavit and given bond as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach the crop of potatoes now situated on the following described real property in Baldwin County, Alabama, to-wit: North half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter, Section 24, Township 6 South, Range 3 East, and such crop, unless replevied, so to secure that the same may be liable to further proceeding thereon to be had in the Circuit Court of Baldwin County, Alabama, In Equity, to be held at the Courthouse thereof, when and where you must make known how you have executed this writ.

Witness my hand as Register of the Circuit Court of Baldwin County, Alabama, In Equity, on this the 26th day of May, 1954.


Register.

no 3262

FILED
MAY 26 1954

ALICE J. DUCK, Register