

CECIL G. CHASON

Attorney at Law

CHARLES H. SIMS III
ASSOCIATE

June 27, 1969

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

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

RE: George S. Salley vs. Bankstons

Dear Mrs. Duck:

Enclosed please find original and two copies of
Summons and Bill of Complaint in the above style cause.

Please file and send to the sheriff so that service
can be perfected.

Yours very truly,


C. G. Chason

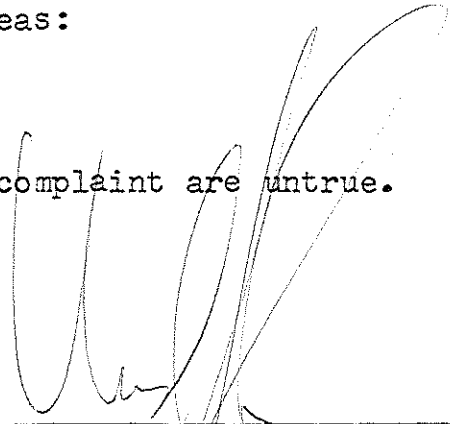
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encs:

8777

GEORGE S. SALLEY, : IN THE CIRCUIT COURT OF
Plaintiff, : BALDWIN COUNTY, ALABAMA
-vs- :
EDWARD E. BANKSTON and : AT LAW
PEGGY BANKSTON, jointly :
and severally, :
Defendants. : CASE NUMBER 8777

Come now the Defendants, separately and severally,
and for answer to the bill of complaint heretofore filed submit
the following separate and several pleas:

1. Not guilty.
2. The allegations of the complaint are untrue.


MICHAEL J. SALMON
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have served a copy of the
foregoing answer upon Cecil G. Chason, Esquire, Attorney for the
Plaintiff in this cause, by depositing the same in the United
States mail, properly addressed and first class postage prepaid,
this 8 day of September, 1969.


MICHAEL J. SALMON
Attorney for Defendants

FILED

SEP 9 1969

ALICE J. BUSH CLERK
ALONSTER

GEORGE S. SALLEY, : IN THE CIRCUIT COURT OF
 Plaintiff, : BALDWIN COUNTY, ALABAMA
 -vs- :
 EDWARD E. BANKSTON and : AT LAW
 PEGGY BANKSTON, jointly :
 and severally, :
 Defendants. : CASE NUMBER 8777

D E M U R R E R

Come now the Defendants and demur to the bill of complaint heretofore filed, separately and severally, and as grounds therefor assign the following separate and several grounds:

1. For that the same fails to state a cause of action.
2. For that the same is made up of conclusions of the pleader and no facts are alleged in support thereof.
3. For aught that appears Plaintiff never performed his obligations under the alleged contract sued upon.
4. For aught that appears the alleged contract sued upon was not in force and effect at the time complained of, to-wit, August 30, 1968.
5. For that it does not appear that Plaintiff produced a purchaser ready and willing to purchase Defendants' property under the terms set forth in the alleged contract, Exhibit A.
6. For aught that appears Plaintiff never found or produced for Defendants a purchaser ready and willing to purchase the real estate under the terms as set forth in Exhibit A during the life of such agreement.
7. For aught that appears Plaintiff never complied with the terms of the alleged contract sued upon, Exhibit A.

FILED

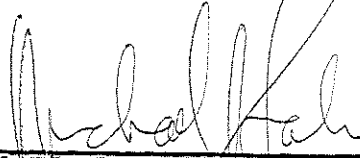
AUG 28 1969

CLERK
 REGISTER

MICHAEL J. SALMON
 324 International Trade Center
 Mobile, Alabama 36602

Attorney for the Defendants

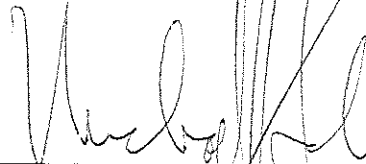
Defendants respectfully demand trial by jury.



MICHAEL J. SALMON
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have served a copy of the foregoing Demurrer upon Cecil C. Chason, Esquire, Attorney for the Plaintiff in this cause, by depositing the same in the United States mail, properly addressed and first class postage prepaid, this 25th day of August, 1969.



MICHAEL J. SALMON
Attorney for Defendants

CECIL G. CHASON

Attorney at Law

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

June 19, 1970

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Re: Salley vs. Bankston
Case No. 8777

Dear Mrs. Duck:

This case has been marked "Continued for settlement" and the Defendant is to pay the costs. Please send the cost bill to Mr. Michael J. Salmon, Attorney at Law, Suite 324, International Trade Center, 250 North Water Street, Mobile, Alabama 36602.

Yours very truly,



C. G. Chason

CGC:jc

cc: Mr. Michael J. Salmon

Done
6-22-70

STATE OF ALABAMA)
BALDWIN COUNTY) To any sheriff of the State of Alabama

You are hereby commanded to summon Edward E. Bankston and Peggy Bankston to appear within 30 days from the service of this writ in the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of George S. Salley.

Witness my hand, this 30 day of June, 1969.

Alice J. Duck
Alice J. Duck, Circuit Clerk

GEORGE S. SALLEY,)	IN THE CIRCUIT COURT OF
PLAINTIFF)	BALDWIN COUNTY, ALABAMA
VS)	AT LAW CASE NO. <u>8227</u>
EDWARD E. BANKSTON and)	
PEGGY BANKSTON, JOINTLY AND)	
SEVERALLY,)	
DEFENDANTS)	

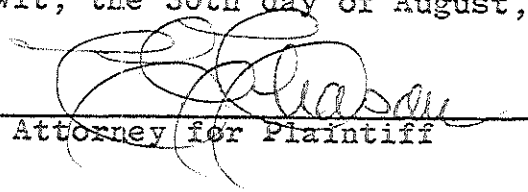
COMPLAINT

The Plaintiff claims of the Defendants One Thousand Five Hundred Dollars (\$1,500.00) damages for the breach of a written agreement entered into between them on, to-wit: the 29th day of June, 1967 in substance as follows: Said written agreement is attached hereto and incorporated herewith as Exhibit "A" and under and by virtue of said written agreement, the Defendants promised to pay the Plaintiff five per cent (5%) of Thirty Thousand Dollars (\$30,000.00) for a total of One Thousand Five Hundred Dollars (\$1,500.00), in consideration of the plaintiff producing purchasers ready and willing to purchase the following described real estate situated in Gulf Shores, Baldwin County, Alabama, to-wit:

Lot 10, Block 3, Unit 2 of Gulf Shores, Alabama,
as recorded in Map Book 1, Page 166 in the Office
of the Judge of Probate of Baldwin County, Alabama;
said property being known as Bankston Cottages,

and the Plaintiff says that, although he has complied with all its provisions on his part, the Defendants have failed to comply with the following provisions thereof, viz: that even though the

Defendants promised to pay the Plaintiff five per cent (5%) of Thirty Thousand Dollars (\$30,000.00), for a total of One Thousand Five Hundred Dollars (\$1,500.00), in consideration of the Plaintiff producing purchasers ready and willing to purchase the real estate hereinabove described, the Defendants breached their promise and agreement by not paying the Plaintiff five per cent (5%) of Thirty Thousand Dollars (\$30,000.00), for a total of One Thousand Five Hundred Dollars (\$1,500.00) after the Plaintiff had produced purchasers ready and willing to purchase the property hereinabove described, on to-wit, the 30th day of August, 1968.


Attorney for Plaintiff

FILED

JUN 30 1969

ALICE J. DUEK CLERK
REGISTER

The Defendants may be served at Route 1, Box 156, Daphne, Alabama.

C. G. C.

Ex 8-2-69

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Received 29 day of July 1969
and on 2 day of August 1969

I served a copy of the within MC
8-2 on Edward E. Bankston, Peggy
Bankston

By service on _____

TAYLOR WILKINS, Sheriff

[Signature] D.S.

GEORGE S. SALLEY

THE LARGEST REAL ESTATE MAN IN THE SOUTH

GULF SHORES, ALABAMA

SALES AGENCY CONTRACT

Date June 29th, 19 67

In consideration of your agreement to use your efforts to find a purchaser for the property described herein, I hereby grant you the exclusive right and privilege for the term of six (6) months from date hereof and until thereof notified in writing by me of its withdrawal from sale, to make sale of the property described as: Lot 10, Block 3, Unit 2
and four cottages

for the sum of \$30,000.00 payable 10,000.00 down
with 8 to 10 years on balance with 6% interest
(OR WITH MY CONSENT FOR A LESSER SUM OR ON OTHER TERMS)

The term "sale" shall be deemed to include any exchange or trade to which I consent. In the event of an exchange or trade, you are permitted to represent and receive compensation from both parties.

If, during said period, the property is sold by you or me or anyone else, or if you produce a purchaser ready and willing to purchase the property; or if within six months after the expiration of said period a sale is made to any person to whom the property has been shown by you, I agree to pay you a commission of five (5) % on the total amount of sale.

I represent the title to said property to be good merchantable title and I will execute and deliver a deed or land contract, with full covenants of warranty, free of all incumbrances and furnish abstract certified down to date of sale or title insurance.

You are hereby authorized to place a "For Sale" sign on said property and to remove all other "For Sale" signs and to have access to the building or buildings on the property for the purpose of showing the same at reasonable hours. We (I) hereby acknowledge receipt of a copy of this contract.

Edward E. Bankston I.S.
Edward E. Bankston
Peggy Bankston I.S.
Peggy Bankston

Address: Bankston Cottages, Gulf Shores
or
PHOTOGRAPH Route # 1, Box 363, Theodore, Ala.

24-7-30-69

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8777

George J. Talley

vs.

Edward E. Bankston
& Peggy Bankston
Jointly & Severally
433-7608

Sheriff claims 200 miles at
Ten Cents per mile Total \$ 20.00
TAYLOR WILKINS, Sheriff
BY Chasorn
DEPUTY SHERIFF

433-7608

Returned 22 day of July 19 69
Not found in my county after diligent search and in-
quiry, as to Edward E. & Peggy Bankston

By Taylor Wilkins
Deputy Sheriff

FILED

JUN 30 1969

ALICE J. DUCK
CLERK
REGISTER

Moved to Pen. Cola
J/A

RT-1-Box 156 Daphne

Received 30 day of June 19 69
and on July 1 day of July 19 69
I served a copy of the within to
on Edward E. Bankston
Peggy Bankston
By service on _____

By Taylor Wilkins
D. S.

Received 30 day of June 19 69
and on July 1 day of July 19 69
I served a copy of the within to
on Edward E. Bankston
Peggy Bankston
By service on _____
TAYLOR WILKINS, Sheriff
BY Chasorn
D. S.

C. S. Chasorn