

2558

W. L. GRIFFIN,

Complainant and
Cross-Respondent,

vs.

TRAILWAY OIL COMPANY, INC.,
A CORPORATION,

Respondent and
Cross-Complainant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

This cause coming on to be heard was submitted for final decree on the Amended Bill of Complaint, Answer to the Amended Bill of Complaint and Cross-Bill, Answer to the Cross-Bill and testimony taken orally in open court by the parties on October 19, 1950.

And it appearing to the court after hearing all of the evidence presented by both parties and examining all of the Exhibits offered by them that the Complainant and Cross-Respondent is not entitled to the relief prayed for in his Amended Bill of Complaint and that the Respondent and Cross-Complainant is entitled to the relief prayed for in its Cross-Bill; and it further appearing to the court that the Complainant and Cross-Respondent is the owner of certain personal property located on the property described in the Amended Bill of Complaint which consists of tire tools, grease guns, automobile accessories and certain equipment used in conjunction with the cafe which is operated on said property and it further appearing to the court that in order to do equity between the parties to this cause that the Complainant and Cross-Respondent should have a reasonable length of time in which to remove said personal property and to wind up in all respects, the operation of the filling station and cafe which he has heretofore operated on said property, it is therefore,

ORDERED, ADJUDGED AND DECREED, by the Court that the relief prayed for in the Amended Bill of Complaint heretofore filed in this cause by the Complainant and Cross-Respondent, W. L. Griffin, is, in allthings, denied, and that the relief prayed for in the Cross-Bill of Complaint heretofore filed in this cause by the Respondent and Cross-Complainant, Trailway Oil Company, Inc., A Corporation, is, in all things, allowed.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Complainant and Cross-Respondent shall vacate the said filling station now operated by him on the Northeast corner of Hoyle Avenue and Second Street in the Town of Bay Minette, Alabama, on or before November 1, 1950, and that before that time he shall remove all personal property belonging to him, and used in connection with the operation of the said filling station from said property;

It is further ORDERED, ADJUDGED AND DECREED by the Court that the said Complainant and Cross-Respondent shall have until December 1, 1950, in which to remove all personal property belonging to him now located on the property described in the Amended Bill of Complaint and used in connection with the operation of the cafe on said property at which time the Respondent and Cross-Complainant shall have the right to the exclusive possession of all of said property.

It is further ORDERED, ADJUDGED AND DECREED by the Court that during the period of time from the date of this decree until November 1, 1950, that the Complainant and Cross-Respondent shall have the right to continue to operate said filling station and to this end it is hereby ordered that the said Respondent and Cross-Complainant shall continue to furnish gasoline, oil and grease to the said Complainant and Cross-Respondent during said period of time under the same arrangement which has heretofore existed between the said parties relative to the sale and purchase of said products and that the Complainant and Cross-Respondent shall have the right to operate said cafe until December 1, 1950, provided, however, that in the operation of said cafe the Complainant and Cross-Respondent does not interfere with, obstruct or hinder the operation of the filling station by the Respondent and Cross-Complainant, its agents or employees during said period of time, in which event the Respondent and Cross-Complainant shall have the right to immediate exclusive possession of the whole of the premises.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Complainant and Cross-Respondent shall pay all the costs of this proceeding with the exception of the witness fees of the witnesses who were subpoenaed by the Respondent and Cross-Complainant, which costs shall be paid by the Respondent and Cross-Complainant, for all of which execution may issue.

Done this 23rd day of October, 1950.

Jeffrey J. Madlebary, Jr.
Judge.

RECORDED

W. L. GRIFFIN,

Complainant and
Cross-Respondent,

vs.

TRAILWAY OIL COMPANY, INC.,
A CORPORATION,

Respondent and
Cross-Complainant,

FINAL DECREE

FILED
OCT 23 1950
ALICE J. DUCK, Register

VS.

TRAILWAY OIL COMPANY, INC.,
a Corporation,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

Solicitors for Complainant and Cross Respondent.

W. L. GRIFFIN,

Complainant,

VS.

TRAILWAY OIL COMPANY, INC., a
Corporation,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

AMENDED BILL OF COMPLAINT

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT
COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Now come the Complainants, W. L. Griffin and Myrtice Griffin, and amend the Bill of Complaint heretofore filed by them in this cause by striking therefrom as a party Complainant Myrtice Griffin and further amend the Bill of Complaint so that, as amended, it will read as follows:

1. The Complainant is over twenty-one years of age and a resident of Baldwin County, Alabama. The Respondent is a corporation organized and existing under the laws of the State of Alabama with its principal place of business in Fairhope, Baldwin County, Alabama.

2. Prior to March 23, 1948, Jim Hinote entered into possession of the filling station situated at the Northeast corner of Hoyle Avenue and Second Street in the Town of Bay Minette, Alabama, the exact description of which is hereinafter set out. On or about the last part of 1947 or the early part of 1948 the Complainant, together with his wife, Myrtice Griffin, as tenants of the said Jim Hinote, entered into possession of the cafe which constituted a part of the said filling station property and which was operated in the said filling station building, which arrangement continued until on or about March 23, 1948, at which time the Complainant bought a one-half interest in the filling station business being operated at and on the said site by Jim Hinote. The business purchased by the Complainant from Jim Hinote was a one-half interest in the filling station operation conducted at the said site by the said Jim Hinote, a one-half interest in his stock of goods, wares and merchandise and a one-half interest in all of his tools, machin-

ery and equipment. The filling station business was operated by the Complainant and Jim Hinote at the said location as partners until on or about May 26, 1950, when the Complainant purchased the entire interest of the said Jim Hinote in the said business.

3. At the time the Complainant purchased a one-half interest in the said filling station business from the said Jim Hinote on or about March 23, 1948, the said Jim Hinote was a tenant of J. T. Farmer, who was the Respondent's predecessor in title and who is now the Respondent's President, under a verbal lease which commenced on, to-wit, March 1, 1948, and extended for one year. During the month of September, 1948 the Complainant and his said partner, Hinote, erected an addition to the filling station building which was then on the said property, which addition was built of concrete blocks with an asbestos shingle roof, which addition covered and housed the grease rack and wash rack at the said filling station. This said addition was built with the approval and consent of the said J. T. Farmer, cost approximately One Thousand Dollars (\$1,000.00), one-half of which was paid by the said J. T. Farmer, and one-half by the Complainant and his said partner, Hinote.

4. Between the time the Complainant purchased a one-half interest in the said filling station building from the said Jim Hinote on or about March 23, 1948, and the time that the said addition to the said filling station was erected, an agent, servant or employee of the said J. T. Farmer, who was then and there acting within the line and scope of his authority, came to the Complainant and his partner, Jim Hinote, in Bay Minette, Alabama, with a written lease to supercede the oral agreement which was then in existence between the Complainant and his partner, Jim Hinote, as Lessees, and the said J. T. Farmer, as Lessor. The Complainant did not secure a copy of the proposed written lease, but he and his then partner, Jim Hinote, declined to execute it because it contained a provision which authorized the said Lessor to remove the said Lessees at any time without cause or reason, which was a

material change from the verbal lease under which the said Lessees were operating, which was made on or about March 1, 1948, and which ended one year thereafter.

The said oral or verbal lease which was entered into by the said J. T. Farmer with the Complainant's partner, Jim Hinote, on to-wit, March 1, 1948, provided that J. T. Farmer would and did lease to the said Hinote the building situated on the property described in the lease from Orpah M. Hall, a widow, Lauda L. Leak and S. L. Leak, her husband, to J. T. Farmer, dated July 28, 1947, which instrument is recorded in Deed Book 122 N. S. at pages 371 et seq., Baldwin County, Alabama Records, a true copy of which lease is hereto attached, marked "Exhibit A" and by reference made a part hereof as though fully incorporated herein, which said lease was transferred and assigned by the said J. T. Farmer to the Respondent Trailway Oil Company, by written assignment dated December 28, 1948, which is recorded in Deed Book 137 N. S. at page 402, Baldwin County, Alabama Records, a copy of which assignment is hereto attached, marked "Exhibit B", and by reference made a part hereof as though fully incorporated herein, two (2) gasoline pumps, two (2) gasoline tanks and a grease rack, for all of which the said Lessor was to receive a rental of one cent (1¢) per gallon on all gasoline sold by the said Lessees at the said place of business, and One Dollar (\$1.00) per case on all lubricating oil sold by the said Lessees at the said filling station, which gasoline and oil were to be furnished by the Lessor and delivered by him to the said Lessees at the said filling station site in Bay Minette, Alabama, on consignment, to be paid for by the Lessees on Monday and Friday of each week. All privilege licenses, all light, water and public utility bills were to be paid by the Lessees. A case of lubricating oil, as described herein, consisted of six gallons in one quart containers.

When the Complainant purchased his one-half interest in the said business from the said Jim Hinote on or about March 23,

1948, the said purchase was made with the knowledge, consent and approval of the said J. T. Farmer.

After the said lease, which is referred to above and described as "Exhibit A", was assigned by the said J. T. Farmer to the Respondent by the written assignment referred to above and described as "Exhibit B", the said Respondent ratified all of the terms and provisions of the said oral lease, which had been made by and between the said J. T. Farmer and the said Jim Hinote, made deliveries of gasoline, as provided in the said agreement, and collected therefor up to the end of the said year, which ended on February 28, 1949.

At the time the said lease, which is referred to above and described as "Exhibit A", was transferred to the Respondent in this cause by the assignment referred to above and described as "Exhibit B", the Complainant and his said partner, Jim Hinote, were in possession of the said premises and the said transfer and assignment of the said lease was made subject to all of their rights under the said verbal lease which commenced on March 1, 1948.

After the said lease on the said property had been transferred to the said Respondent and during the Spring of 1949, the Complainant and his said partner, Hinote, with the approval and consent of the said Respondent, acting through its President, J. T. Farmer, made extensive repairs and improvements to that part of the said building which was used for a cafe, which improvements consisted of painting and refinishing the inside, building a small office on the outside so that more room could be used on the inside for the purpose of operating the cafe, extended the cafe counter and provided an additional entrance to the men's rest room at an approximate cost to the Complainant and his then partner, Jim Hinote, of Six Hundred Dollars (\$600.00). After the said changes and improvements were made, the Respondent corporation, acting through its said President, J. T. Farmer, again approved the changes and additions that had been made.

Complainant and his said partner, Hinote, continued to operate the said business under an extension of the said verbal lease until on, to-wit, June 5, 1950, when the Complainant, with the knowledge, consent and approval of the Respondent, acting through its President, J. T. Farmer, who was then and there acting within the line and scope of his authority, purchased the interest of the said Hinote in the said business and then became the sole owner thereof.

On, to-wit, June 5, 1950, when the Complainant purchased the remaining one-half interest of the said Hinote in the said business and the property connected therewith, which was owned by the Complainant and the said Hinote, the Respondent, acting by and through its President, J. T. Farmer, who was then and there acting in the line and scope of his authority as an officer of the Respondent corporation, again ratified and in all respects confirmed the verbal lease which had been first made on March 1, 1948 and which had been continued by agreement of all of the parties until the said date, and advised the Complainant that he could continue to operate under the said verbal lease until the end of the calendar year covered by the said lease, which will be February 28, 1951.

Complainant has, since June 5, 1950, operated the said business under the said verbal lease without complaint or interference from the said Respondent or any of its officers, agents or employees until on or about Friday afternoon, September 29, 1950, at four o'clock P. M., when one Dan Campbell, acting in the capacity as agent of the Respondent and in the line and scope of his authority as said agent, verbally instructed your Complainant to gather his possession together and get out then and there. The said Dan Campbell had a man and his wife with him at the said time, who were brought there to take over the operation of the said business, which had been conducted by the Complainant.

On or about September 30, 1950, J. T. Farmer, President of the Respondent corporation, called the wife of the Complainant

by telephone and again demanded possession of the property. Subsequent thereto and on October 4, 1950, the Complainant and his wife received from the Respondent by registered mail a notice reading as follows:

TRAILWAY OIL COMPANY
Phone 7112
Fairhope, Alabama.

2 October 1950

Mr. & Mrs. Lawrence Griffin
% Trailway Service Station
Bay Minette, Alabama

My Dear Mr. & Mrs. Griffin:-

This will confirm my telephone conversation with Mrs. Griffin, and also Mr. Campbell's statement of the past Friday evening, to the effect that a reasonable time would be allowed you for disposing of you equipment in the station and Cafe and that this period would expire two weeks from Friday, September 29th, or, October 13th, 1950. During this period any sale consummated by you would have to be approved by us, to the extent that the person to whom sold would be acceptable as a Service Station Operator and one whom we would believe to have our interest, as well as his, at heart.

This agreement was made contingent upon your agreement to operate the station during the said two weeks without further friction and also that you would do all possible in your power to hold the station volume at its present level.

Trusting that you will be able to dispose of your interest prior to the above date,

Respectfully,

TRAILWAY OIL COMPANY INC.

(signed) J. T. Farmer
J. T. Farmer, Pres.

5. At the time Complainant purchased the entire business from the said Jim Hinote on, to-wit, June 5, 1950, the said filling station was selling around 2800 to 3000 gallons of gasoline per week, which sales continued in substantially the same manner until the Respondent notified the Complainant to vacate the property on, to-wit, September 29, 1950. Since that date it has been necessary for the Complainant to discontinue all of his credit business and as a result of this discontinuance of credit business, the sales of gasoline have declined to some extent since September

29, 1950. Up to September 29, 1950, the Complainant was earning approximately \$250.00 net each week from the business conducted by him on the property leased from the Respondent, which income will be entirely lost to him if the Respondent is not compelled to carry out its oral agreement to lease the said property to him on the basis outlined above until March 1, 1951.

6. Complainant submits himself to the jurisdiction of this Court and offers to do equity.

PRAYER FOR PROCESS

Complainant prays that the Respondent be notified of the filing of this Bill of Complaint in the manner prescribed by law and that it be required to plead, answer or demur hereto within the time and under the pains and penalties prescribed by law.

PRAYER FOR RELIEF

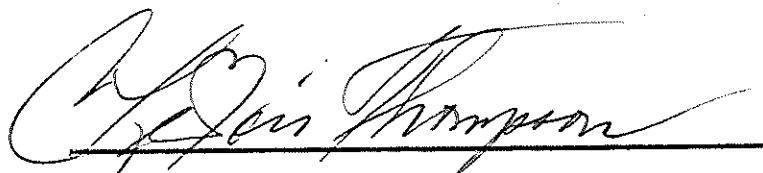
Complainant prays for the following separate and several relief:

1. That it be decreed that the Complainant is in possession of the said property under a verbal lease from the Respondent for the period commencing on March 1, 1950 and ending on March 1, 1951, and that the Respondent be required to carry out all of the terms and provisions of the said oral agreement and deliver the gasoline and other petroleum products to the Complainant in the form and manner required by the said oral agreement.

2. That the Respondent, its officers, agents, servants and employees be permanently and perpetually enjoined from interfering with the Complainant's possession of the said property insofar as he complies with all of the terms and provisions of the said oral lease until March 1, 1951.

3. That the Respondent, its officers, agents, servants and employees be permanently and perpetually enjoined from interfering with the operation of the Complainant's said business until the expiration of the said verbal lease on March 1, 1951.

4. Complainant further prays for such other, further and general relief as he may be equitably entitled to, the premises considered.





Solicitors for Complainant.

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared W. L. GRIFFIN, who, after being by me first duly and legally sworn, deposes and says: That he has read over the foregoing Bill of Complaint and that the facts stated therein are true.

W. L. Griffin

Sworn to and subscribed before me on
this the 18th day of October, 1950.

Mary L. Blackburn

Notary Public, Baldwin County, Alabama.

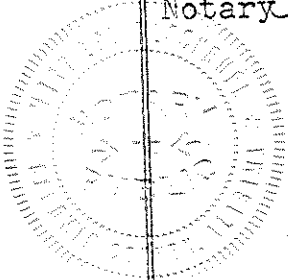


EXHIBIT A

STATE OF ALABAMA
BALDWIN COUNTY

THIS LEASE AND AGREEMENT made and entered into in duplicate on this 28th day of July, 1947, by and between ORPAH M. HALL, a widow, LAUDA D. LEAK AND S. L. LEAK, her husband hereinafter referred to as "Lessors" and J. T. FARMER, hereinafter referred to as the "Lessee," WITNESSETH:

That for and in consideration of the sum of Five Hundred Twenty Five Dollars (\$525.00) this day cash in hand paid to the Lessors by the Lessee, receipt whereof is hereby acknowledged and of the further sums to be paid as hereinafter set out and of the mutual covenants herein contained, the Lessors have and by these presents do hereby lease unto the Lessee for the terms hereinafter set out, the following described real property situated in Bay Minette, Baldwin County, Alabama, to-wit:

Begin at the Southwest Corner of Lot one in Block Twenty-Six of Hand Land Company's addition to the town of Bay Minette, as per plat thereof recorded in the office of the Judge of Probate of Baldwin County, Alabama, run thence East along the South line of said Lot one, 94 feet to a point, run thence North and parallel with the West line of Lots one and two of said Block Twenty-Six, 100 feet to the North line of Lot two of said Block, run thence West along the North line of said Lot two, 94 feet to a point, run thence South along the West line of Lots one and two of said Block, 100 feet to the point of beginning, meaning and intending to describe the West 94 feet of Lots one and two of Block Twenty-Six of Hand Land Company's addition to the town of Bay Minette, Alabama.

Together with all and singular the rights, benefits, and improvements situated thereon.

The Lessors hereby lease said property to the Lessee to be used as a Filling Station or any other like purpose for a term of ten (10) years, beginning August 1, 1947. The Lessee hereby agrees to pay the Lessors rent on said property in the sum of \$75.00 a month, payable monthly in advance, between the first and tenth day of each month, except that the Lessee has this day paid the Lessors the sum of \$75.00 in payment of rent for the month of August 1947, and the sum of \$450.00 in payment of rent for the last six (6) months period of this lease. Should the Lessee fail to pay such monthly rentals in advance by the 10th day of each month and should such failure to pay continue for an additional period of twenty (20) days, this lease shall be forfeited and the sum of \$450.00, which has this day been paid by the Lessee to the Lessors shall be taken as liquidated damages and the Lessee shall immediately vacate said property.

The Lessee hereby agrees that he will not commit or permit waste of said property or do nor permit to be done anything whereby said property shall become less valuable, reasonable wear and tear excepted and the Lessee hereby agrees that he will keep said property in a clean and healthy condition. The Lessee shall have the right to sublet said premises without the consent of the Lessors. The Lessee shall not have the right to alter or remove any part of the improvements situated on the said property without the written consent of the Lessors but he shall have the right to place on said property all pumps, storage tanks, gasoline tanks, air compressors, greasing and washing equipment, car lifts, and such other property as may be necessary or convenient in connection with a Filling Station or like business and he shall have the right to remove all such equipment on the termination of this lease provided, however, that he shall not have the right to remove any fixture which may be attached to the building and which would unnecessarily damage the building in such removal.

Should the building situated on said property be destroyed by fire which was not caused by the negligence or carelessness of the Lessee or anyone holding under him or should it be destroyed by tornado, windstorm or like cause, this lease shall be automatically terminated and shall have no further force and effect. Upon the termination of this lease for any cause the Lessee hereby waives any and all notice of such termination except a notice in writing by either of the Lessors delivered to the person then in actual possession of said property and agrees that he will within fifteen days from such termination remove any personal property which has been placed by him on the land hereinabove described.

It is hereby understood and agreed that the Lessors shall keep the state and county taxes paid on said property before sale thereof, and should such property be advertised for sale, the Lessee shall have the right to pay such taxes and shall deduct the amount so paid by him from future rentals due by him, together with interest on such payments at the rate of six (6) percent.

Time is of the essence of this agreement. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands
and seals this the day and year first above written.

(SIGNED) Orpah M. Hall (SEAL)

(SIGNED) Lauda D. Leak (SEAL)

(SIGNED) S. L. Leak (SEAL)
AS LESSORS

(SIGNED) J. T. Farmer (SEAL)
AS LESSEE

STATE OF ALABAMA
BALDWIN COUNTY

I, John Chason, a Notary Public, in and for said County
in said State; hereby certify that Orpah M. Hall, a widow, Lauda D. Leak,
S. L. Leak, her husband and J. T. Farmer, whose names are signed to the
foregoing instrument, and who are known to me, acknowledged before me
on this day that, being informed of the contents of the instrument, they
executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal hereto affixed by me, this
28th day of July, 1947.

(SIGNED) John Chason
Notary Public, Baldwin
County, Alabama.

STATE OF ALABAMA
BALDWIN COUNTY

I, John Chason, a Notary Public, in and for said County for said
State, hereby certify that on the 28th day of July, 1947, came before me
the within named Lauda D. Leak, known to me to be the wife of the within
named S. L. Leak, who, being examined separate and apart from the husband,
touching her signature to the within instrument, acknowledged that she
executed the same of her own free will and accord and without fear,
constraint, or threats on the part of the husband.

Given under my hand and Notarial seal hereto affixed by me, this
the 28th day of July, 1947.

(SIGNED) John Chason
Notary Public, Baldwin
County, Alabama.

EXHIBIT B

STATE OF ALABAMA

§

BALDWIN COUNTY, ALABAMA

§

Know all men by these presents:

That for and in consideration of the sum of One Dollar and other good and valuable considerations to the undersigned J. T. Farmer in hand paid by the Trailway Oil Company, Inc., the receipt whereof is hereby acknowledged, I, the said J. T. Farmer do hereby assign, transfer, and deliver unto the said Trailway Oil Company, Inc., all my right, title, claim and interest in and to the following described property to-wit:

That certain lease executed on August 12, 1948, by Bruce L. Wolfe as Lessor and J. T. Farmer as Lessee. Which lease is recorded in the Probate Office of Baldwin County, Alabama, in Book 133 at Page 355.

Also

That certain lease signed by H. A. Hammac and wife, Mabel Hammac as Lessors and J. T. Farmer as Lessee on the 5th day of November, 1947, which lease covers certain property in Block C., Eastland addition to the Town of Atmore, Alabama.

Also

That certain lease executed on the 28th day of July, 1947, Orpah M. Hall, a widow, and Landa D. Leak and husband, S. L. Leak, as Lessors, and J. T. Farmer as Lessee. Which lease is recorded in the Probate Office of Baldwin County, Alabama, in Book 122, Page 371.

The said Trailway Oil Company, Inc., to hold said leases from date hereof for and during the unexpired term of each lease and subject to all the conditions, covenants and provisions mentioned therein.

In Witness Whereof, I have hereunto set my hand and seal on this the 28 day of December, 1948.

(Signed) J. T. Farmer

THE STATE OF ALABAMA

BALDWIN COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that J. T. Farmer whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing instrument, he signed

the same voluntarily on the day the same bears date.

Given under my hand on this the 28 day of December, 1948.

(Signed) H. A. Burns
Notary Public

W.L. GRIFFIN AND MYRTICE GRIFFIN
COMPLAINANTS

VS

TRAILWAY OIL CO. A CORPORATION
RESPONDENT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

TO THE HONORABLE TELFAIR J. DASHBURN JR., JUDGE OF THE CIRCUIT
COURT OF BALDWIN COUNTY, ALABAMA.

Comes your complainants in the above styled cause and shows into
this honorable court as follows:

1.

That your complainants are over the age of 21 and residents of
Baldwin County, Alabama and the respondent is a corporation organized
under the laws of Alabama with its principle office in Fairhope, Alabama.

2.

That on April 7, 1947 your complainants, as partners with the one
Jim Minote entered into possession of the filling station and the premises
at the Northwest corner of Blackburn Avenue and 2nd Street in the town
of Bay Minette, Alabama. Your complainant, W.L. Griffin being a partner
with the said Jim Minote and continuing in the possession of said premises
until to-wit: June 19, 1950. That said possession was under and by
virtue of a verbal lease agreement between said partners and the
respondent corporation. Which lease in substance was: That your complainants
were operating the station under an oral year to year lease with the rent
fixed at 1¢ on each gallon of gas sold and a \$1.00 on each case of oil sold,
payable as used, which rental agreement required your complainants to furnish
the equipment other than pumps and tanks. The other terms of the agreement
being more or less implied that the lessees would operate the filling
station in a regular and businesslike manner.

3.

That your complainants renewed said lease on to-wit: June 19, 1950
or on the Wednesday following that date by the verbal approval of their
purchase agreement by the president of the Trailway Oil Company acting
as its agent. That your complainants following said renewal paid the
rent in accordance with the terms foresaid as required by the corporation
and have complied with other terms and premises of said verbal agreement.

4.

During the term of the partnership operation your complainant erected a permanent addition to the existing structure, expending the sum of \$1,000.00 thereon with the approval of the respondent who refunded to your complainant the sum of \$500.00 of said expenditure. Your complainant also expended the sum of \$600.00 on permanent improvements within the cafe which was approved by the respondent, a corporation.

5.

That the complainants did on to-wit: June 19, 1950 purchase from the partner Jim Minette the remaining half interest in said equipment and improvements for the sum of \$2500.00 thereby assuming full and complete possession of said premises.

6.

That the said Trailway Oil Company, respondent in this cause was notified of such purchase by the complainants and on to-wit: the Wednesday following the purchase, the president of said corporation as its agent, approved your complainants as operators and subleasees without making new verbal agreement.

7.

That on Friday September 29, 1950 one Dan Campbell acting in the capacity as agent of the Trailway Oil Station and in the line and scope of his authority as said agent verbally instructed your complainants to gather their possessions together and "Get Out" then and there. Said instruction being given on or about 4:00 P.M. on the afternoon of September 29, 1950. Then on Saturday morning further verbal demands were made by long distance telephone from one identifying himself as J. T. Farmer of Fairhope, Alabama who likewise demanded immediate possession.

8.

That on to-wit: October 4 your complainants received a notice in writing by Registered Mail as follows:

TRAILWAY OIL COMPANY
Phone 7112
Fairhope, Alabama

2 October 1950.

Mr. & Mrs. Lawrence Griffin
% Trailway Service Station
Bay Minette, Alabama

My Dear Mr. & Mrs. Griffin:-

This will confirm my telephone conversation with Mrs. Griffin, and also Mr. Campbells statement of the past Friday evening, to the effect that a reasonable time would be allowed you for disposing of you equipment in the station and Cafe and that this period would expire two weeks from Friday, September 29th, or, October 13th 1950. During this period any sale consumated by you would have to be approved by us, to the extent that the person to whom sold would be acceptable as a Service Station Operator and one whom we would believe to have our interest, as well as his, at heart.

This agreement was made contingent upon your agreement to operate the station during the said two weeks without further friction and also that you would do all possible in your power to hold the station volumne at its present level.

Trusting that you will be able to dispose of your interest prior to the above date,

Respectfully,

TRAILWAY OIL COMPANY INC.?

(Signed) J. T. Farmer
J. T. Farmer, Pres.,

9.

Nothing in your complainants oral agreement provided for termination of said contract without gross breach of customary operating procedure on the part of your complainant and your complainants expressly deny they have committed any breach of the agreement under which they operate which would justify the termination of their contract.

10.

That your complainants endeavored to dispose of their interest to one Leon Gibson who agreed to purchase said interest subject to the approval of the Trailway Oil Co., that upon his return from a conference with the Trailway Oil Company's president, J. T. Farmer, the said Leon Gibson was dissatisfied and withdrew from his agreement to purchase.

11.

That said lease being renewed from to-wit: June 19, 1950 does continue until June 19, 1951 and Dan Campbell acting in the line and scope of his authority as agent of the said defendant corporation verbally approved said renewal prior to the approval by the president of said corporation.

WHEREFORE THESE PREMISES CONSIDERED your complainants pray that it be decreed that the complainants are in possession of said property under verbal lease from the respondent corporation for the period commencing June 19, 1950 and ending June 19, 1951 and that complainants are not in the fault under the terms and provisions of said lease.

Your complainants further pray that respondent corporation be permanently and perpetually enjoined from interfering with complainants possession for the said period of a time in so far as your complainants pay the stipulated rents and comply with other terms and provisions of said lease.

Your Complainants offer to do equity in this cause and pray for such other, further, or general relief to which in equity and good conscience. They would be entitled.

C. L. Griffin

F. B. Blackburn
Attorneys for Complainants

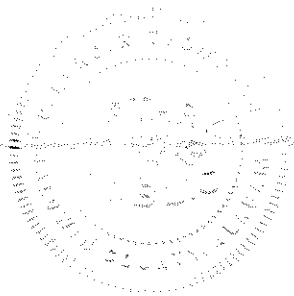
STATE OF ALABAMA
BALDWIN COUNTY

Before me the undersigned authority personally appeared W. L. Griffin who is known to me and who being duly sworn, states that he has read the foregoing complaint and that the facts stated therein are true and correct to the best of his information, knowledge and belief.

W. L. Griffin

Sworn to and subscribed before me this 11th day of October, 1950.

C. L. Griffin
Notary Public



Assn on
J. J. Farmer
Fairbairn
Blue Light

2538

RECORDED

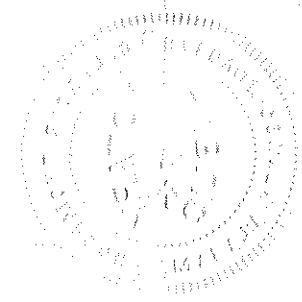
W. L. GRIFFIN AND MYRTICE GRIFFIN

COMPLAINANTS

VS

TRAILWAY OIL CO., A CORPORATION

RESPONDENT



COMPLAINT

Executed 12 Oct 1950
by serving copy of within Summons and
Complaint on

J. J. Farmer

Wayne Wickham Clerk
D. A. Jackson Deputy Clerk

Law Offices
C. LeNoir Thompson
Bay Minette, Alabama

FILED

OCT 12 1950

ALICE J. DUCK, Register

W. L. GRIFFIN,)	
)	
Complainant,)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
)	
TRAILWAY OIL COMPANY, INC.,)	IN EQUITY
a Corporation,)	
)	
Respondent.)	

DEMURRER TO CROSS BILL

Now comes the Complainant and Cross Respondent and demurs to the cross bill filed in this cause and as grounds therefor sets down and assigns, separately and severally, the following:

1. There is no equity in the cross bill.
2. The matters set out in the cross bill do not constitute a defense to the matters and things set up in Complainant's amended Bill of Complaint.
3. The allegations of the said cross bill are conclusions of the pleader.
4. The Respondent and Cross Complainant does not offer to do equity.
5. For demurrer to Paragraph Numbered 6 of the cross bill the Complainant and Cross Respondent says:
 - A. He assigns to the said Paragraph 6 grounds of demurrer Numbered 1, 2, 3 and 4 set out above in the same manner as though each of the said grounds were rewritten here.
 - B. The allegations contained in Paragraph 6 of the cross bill as to what happened between the ^{Respondent}~~Complainant~~ and Mark Aaron and Pete Congleton prior to March 1, 1948 do not constitute a defense to the Complainant and Cross Respondent's amended Bill of Complaint and raise immaterial issues.
 - C. The allegation "when the said Jim Hinote quit the employment of the Respondent and the said Complainant continued to sell gasoline and oil for the Respondent" is a conclusion of the pleader.
 - D. The allegation contained in the said cross bill "when the said Jim Hinote quit the employment of the Respondent and the said Complainant continued to sell gasoline and oil for the

Respondent" does not set out the terms upon which the Complainant sold gasoline and oil for the Respondent.

E. No facts are alleged to show that the "drop off" in the sale of gasoline and oil was due to the Complainant and Cross Respondent's method of operating the said business.

F. For aught that appears in the said cross bill, the "drop off" in the sale of gasoline may have been the result of the action of the Respondent and Cross Complainant and not of the Complainant and Cross Respondent.

H. It does not allege that the Complainant and Cross-Respondent is indebted to the Respondent and Cross Complainant

C. Lenn Thompson

J. B. Dabbs

Solicitors for Complainant and Cross Respondent.

W. L. GRIFFIN AND MYRTICE GRIFFIN,	§	
Complainants,	§	IN THE CIRCUIT COURT OF
	§	BALDWIN COUNTY, ALABAMA
vs.	§	IN EQUITY.
TRAILWAY OIL COMPANY,	§	
A Corporation,	§	
Respondent.	§	

Comes the Respondent in the above styled cause and demurs to the Bill of Complaint and each and every paragraph thereof separately and severally and assigns the following separate and several grounds, viz:

1. That there is no equity in the Bill of Complaint.
2. That said Complaint is vague and indefinite.
3. That the Complainants have an adequate remedy at law.
4. The Respondent demurs to paragraph 2 of the Bill of

Complaint and assigns the following separate and several grounds, viz:

(a) That the location of the filling station referred to is not sufficiently set out. (b) That it is not alleged that Myrtice Griffin was a partner in such business. (c) That it is not alleged that the Complainants had complied with their agreement. (d) That it is not alleged what the Respondent was to furnish or when the agreement could be terminated. (e) That it is not alleged that the Lessees operated the filling station in a regular and business like manner.

5. The Respondent demurs to paragraph 3 of the Bill of Complaint and assigns the following separate and several grounds, viz:

(a) That it is not alleged for what period of time the Complainants renewed such lease. (b) It is not alleged that the agreement was renewed under its same terms and conditions. (c) That it is not alleged what purchase agreement is referred to. (d) For aught appearing from this paragraph the Respondent had the right to terminate said agreement at any time.

6. The Respondent demurs to paragraph 4 of the Bill of Complaint and assigns the following separate and several grounds, viz:

(a) That it is not alleged when your Complainants erected a permanent addition to the existing structure. (b) It is not alleged that the Respondent agreed to the erection of a permanent addition to the existing structure. (c) It is not alleged that the Complainants had the right to erect a permanent addition to the existing structure. (d) It is not alleged that the Complainants had the right to make permanent improvements within the cafe. (e) It is not alleged that the Complainants had the right to operate a cafe in the filling station. (f) It is not alleged that the Respondent received any benefit from the cafe.

7. The Respondent demurs to paragraph 5 of the Bill of Complaint and assigns the following separate and several grounds, viz:

(a) It is not alleged that the Respondent had any knowledge of the purchase referred to therein. (b) It is not alleged that such purchase was with the consent of the Respondent. (c) This allegation is but a conclusion of the pleader.

8. The Respondent demurs to paragraph 6 of the Bill of Complaint and assigns the following separate and several grounds, viz:

(a) That this paragraph is in direct conflict with paragraph 2 of the Bill of Complaint in which it is alleged that an agreement was made between the parties on June 19, 1950. (b) It is not alleged for what period of time the Complainants were to be operators and sub-lessees. (c) For aught appearing the Respondent could terminate such agreement at any time.

9. The Respondent demurs to paragraph 7 of the Bill of Complaint and assigns the following separate and several grounds, viz:

(a) For aught appearing from this paragraph the Respondent, through his agent, had the right to terminate such agreement on September 29, 1950. (b) For aught appearing from this paragraph and the Bill of Complaint, J. T. Farmer had the right to demand immediate possession of said property.

10. The Respondent demurs to paragraph 9 of the Bill of Complaint and assigns the following separate and several grounds, viz:

(a) It is not alleged that the Respondent was a party to the oral agreement referred to therein. (b) That this allegation is but a conclusion of the pleader.

11. The Respondent demurs to paragraph 10 of the Bill of Complaint and assigns the following separate and several grounds, viz:

(a) That it is not alleged what interest the Complainants attempted to dispose of. (b) It is not alleged that the Respondent was responsible for Leon Gibson withdrawing from his agreement to purchase.

12. The Respondent demurs to paragraph 11 of the Bill of Complaint and assigns the following separate and several grounds, viz:

(a) That the allegation that the lease continued until June 19, 1951, is but a conclusion of the pleader. (b) It is not alleged that Dan M. Campbell agreed that such lease be extended to June 19, 1951.

Sharon & Stone
Sharon & Stone
Solicitors for Respondent.

RECORDED

DEMURRER

W. L. GRIFFIN AND MYRTICE
GRIFFIN,

Complainants,

vs.

TRAILWAY OIL COMPANY,
A Corporation,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

Filed October 13th, 1950.

Telfair J. Massey
Register.

W. L. GRIFFIN,

Complainant,

vs.

TRAILWAY OIL COMPANY, INC.,
A CORPORATION,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

Comes the Respondent in the above styled cause and for answer to the Amended Bill of Complaint filed in said cause, says:

1. The Respondent admits the allegations of the first paragraph of the Amended Bill of Complaint.

2. The Respondent denies the allegations of the second paragraph of the Amended Bill of Complaint and demands strict proof thereof.

3. The Respondent denies the allegations of the third paragraph of the Amended Bill of Complaint and demands strict proof thereof.

4. The Respondent denies the allegations of the fourth paragraph of the Amended Bill of Complaint and demands strict proof thereof.

5. The Respondent denies the allegations of the fifth paragraph of the Amended Bill of Complaint and demands strict proof thereof.

6. For further answer to the Amended Bill of Complaint and as a cross-bill the Respondent says that ^{under} the agreement entered into between Orpha M. Hall, et al. and J. T. Farmer on July 28, 1947, neither the said J. T. Farmer nor anyone holding under him had the right to alter or remove any of the improvements situated on the said property without the written consent of the said Orpha M. Hall and the other said Lessor and that neither the Respondent nor J. T. Farmer have ever authorized the Complainant or anyone else to alter the premises in any way. The Respondent further says that when J. T. Farmer transferred such lease to it that there was no mention made in such transfer of any tenants located on such property and the said Respondent did not accept such lease subject to the rights of the Complainant or any one else. That when the said J. T. Farmer

opened such filling station on or about August 1, 1947, the said J. T. Farmer employed Jim Hinote and Mark Aaron to operate such filling station for the said J. T. Farmer and in the name of the said J. T. Farmer and the said Jim Hinote and Mark Aaron were to receive from the said J. T. Farmer the sum of 3¢ per gallon for all gasoline sold by them on said premises and approximately one-half of the profit derived from the sale of oil, such gasoline and oil to be furnished by the said J. T. Farmer for said premises. That there was no agreement entered into by the said J. T. Farmer with the said Jim Hinote or Mark Aaron whereby they were to be employed for any particular length of time or that they were to operate such station for any specific length of time but under their agreement they could be discharged and removed at any time or they could quit at any time and vacate such property. That the said Jim Hinote and Mark Aaron put a cafe in a part of said filling station about October, 1947, but the said J. T. Farmer did not authorize them to operate such cafe on such premises and has never received any rent or profit therefrom. That the said Jim Hinote and Mark Aaron had brought certain personal property, such as tools and equipment into said filling station and in the early part of 1948, Jim Hinote sold his interest in such tools and equipment to Mark Aaron and the said Mark Aaron continued to sell gasoline and oil for the Respondent until about the summer of 1948, with the understanding that he would receive the same price per gallon for gasoline sold by him and with no lease or agreement of any kind and subject to be discharged at any time. That Mark Aaron, in the summer of 1948, sold his interest in such equipment to Pete Congleton, and the said Pete Congleton sold gasoline and oil for the Respondent for about three weeks and then the Respondent employed Jim Hinote to sell its gasoline and oil at said station and the said Jim Hinote operated such station in the name of, and for the Respondent until about the last of 1948, when he sold an interest in his filling station equipment to the Complainant. That the said Complainant and Jim Hinote continued to sell gasoline and oil in the name of

and for the Respondent for a consideration of 3¢ per gallon on gasoline sold and about one-half the profit on the oil until about the 1st of June, 1950, when the said Jim Hinote quit the employment of the Respondent and the said Complainant continued to sell gasoline and oil for the Respondent. That almost immediately after the said Jim Hinote left said premises that the sale of gasoline and oil began to drop off. That at the time the said Jim Hinote left the employment of the Respondent the gross income of the Respondent from said filling station was about \$1,000.00 a week and on or about the latter part of September, 1950, when the Respondent notified the Complainant to vacate said property such gross income had dropped down to \$650.00 to \$700.00 a week, or off approximately one-third. That the Respondent has never entered into any agreement with the Complainant or anyone else to lease said filling station for any period of time. The Respondent has never had any interest in the cafe operated in said filling station and has not received any rent or profit therefrom. The Respondent has never had any interest in the grease rack^{shed} or received any rent or profit therefrom. That when the Respondent notified the said W. L. Griffin, on September 29, 1950, that he was terminating his employment, the Complainant requested that he be allowed two weeks in which to dispose of his restaurant and personal property and he agreed to vacate such property on or before October 13, 1950, and he was allowed to remain in said filling station with that understanding. *The Respondent and Cross Complainant offers to do equity.*

WHEREFORE, the Respondent prays that your Honor will order and decree the employment of the Complainant by your Respondent has been terminated and will order such Complainant to pay the Respondent any amount that the Complainant may be indebted to it at the time of rendering such decree and that your Honor will further order and decree that the Complainant promptly remove himself and his equipment from such filling station. The Respondent prays for such other, further, different and general relief to which it may be entitled.

CHASON & STONE

BY: 
Solicitors for Respondent.

RECORDED

ANSWER

W. L. GRIFFIN,

Complainant

vs.

TRAILWAY OIL COMPANY, INC.,
A CORPORATION,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

W. L. GRIFFIN,

Complainant,

vs.

TRAILWAY OIL COMPANY, INC.,
A CORPORATION,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

Comes the Respondent in the above styled cause and demurs to the Amended Bill of Complaint filed in said cause and each and every paragraph thereof separately and severally and assigns the following separate and several grounds, viz:

1. That said Complaint does not state a cause of action.
2. That the Complainant had an adequate remedy at law.
3. That there is no equity in the Amended Bill of Complaint.
4. That it is not alleged in the Amended Bill of Complaint that there was fraud in the transaction between the parties or that the Respondent would be unable to respond in damages.

5. The Respondent also demurs to paragraph 2 of the Amended Bill of Complaint and assigns the following separate and several grounds, viz:

(a) That the allegation that Jim Hinote entered into possession of the filling station prior to March 23, 1948, is vague and indefinite. (b) That it is not alleged that Jim Hinote entered into possession of the filling station under any agreement with the Respondent or anyone under whom such Respondent holds. (c) It is not alleged in said paragraph 2 of the Amended Bill of Complaint that at the time the Complainant entered into possession of the cafe as tenant of Jim Hinote that the said Jim Hinote had any authority to make the Complainant his tenant or that the said Jim Hinote was lawfully in possession of the said premises at that time. (d) It is not alleged that the said Jim Hinote owned any interest in said filling station or in the stock of goods, wares, and merchandise located therein.

6. The Respondent demurs to paragraph 3 of the Amended Bill of Complaint and assigns the following separate and several grounds, viz:

(a) It is not alleged whether Jim Hinote was holding under an oral or written agreement nor are the terms of such agreement set out (b) The allegation that Jim Hinote was holding under a verbal lease beginning March 1, 1948, and extended for one year, fails to state the terms of such agreement. (c) For aught appearing the Respondent had the right to terminate such agreement at any time it saw fit. (d) It is not alleged that the addition erected on said property was with the consent of the owner of said land. (e) It is not alleged that said addition benefited the Respondent. (f) It is not alleged that the Respondent agreed to pay anything more on said building than what he has already paid. (g) It is not alleged that the erection of such addition affected in any way the terms of the employment of the Complainant by Respondent.

7. The Respondent demurs to paragraph 4 of the Amended Bill of Complaint and assigns the following separate and several grounds, viz:

(a) It is not alleged that Jim Hinote owned a one-half interest in the filling station at the time that it is alleged that the Complainant purchased such one-half interest from him. (b) It is not alleged what agent, servant or employee of J. T. Farmer came to the Complainant with a written lease to supercede the oral agreement. (c) It is not alleged what period of time the proposed written agreement was supposed to cover. (d) The terms of the proposed written agreement are not set out by the Complainant. (e) That it is affirmatively shown that the agreement which the Complainant claims that he was operating under at the time that the proposed written agreement was tendered to him has now expired. (f) It is not alleged that the Complainant is still operating under the same agreement which was entered into on March 1, 1948. (g) It is not alleged how the Respondent ratified the terms and provisions of the oral lease between J. T. Farmer and Jim Hinote. (h) That the allegation that the assignment by J. T. Farmer to the Respondent was subject to all of the rights of the Complainant and Jim Hinote under their verbal lease is but a conclusion of the pleader and seeks to vary the terms of a written instrument. (i) That it is not alleged that the owner of the land authorized the repairs to that part of the build-

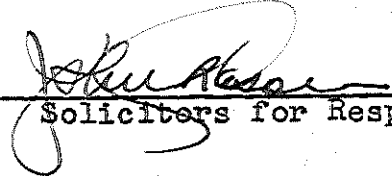
ing which was used for a cafe. (j) It was not alleged that the Respondent profited in any way from such cafe. (k) It is not alleged that such improvements affected the employment of the Complainant by the Respondent in any way. (l) It is not alleged that the Complainant and Hinote were operating under the same verbal agreement on June 5, 1950 which had originally been entered into. (m) That it is not alleged under what terms and conditions J. T. Farmer authorized the Complainant to continue to operate said business until February 28, 1951.

8. The Respondent demurs to paragraph 5 of the Amended Bill of Complaint and assigns the following separate and several grounds, viz:

(a) It is not alleged that the Complainant continued to sell substantially the same amount of gasoline up to September 29, 1950.

CHASON & STONE

BY:


Solicitors for Respondent.