

HENRY C. DAVIDSON
&
WELL F. DAVIDSON

COMPLAINANTS

VS.

CHOCBEE SLAY, DANIEL W. SLAY &
BERNICE TAYLOR SLAY,

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

In Equity

No. 4088

INTERROGATORIES FILED BY COMPLAINANTS TO THE DEFENDANT, CHOCBEE SLAY:

Now come the Complainants and file the following Interrogatories to the Defendant, CHOCBEE SLAY:

1. Did you own a restaurant in Fairhope Alabama, known as "Danny's Restaurant" on October 26th, 1956 ? A. _____.
2. Did you sell a restaurant on October 26th, 1956 to Henry C. Davidson and Well F. Davidson ? A. _____.
3. What restaurant? A. _____.
4. Did you own, or lease the building which housed the restaurant ? A. _____.
5. Who was your landlord ? A. _____.
6. Was there a lease on the building in your name ? A. _____.
7. Did you pay the rent ? A. _____.
8. If your answer to question #7 is "no", state who did pay the rent: A. _____.
9. Under the terms of the lease, who was legally liable to pay the rent ? A. _____.
10. How long had you owned the restaurant, before you sold to the Davidsons as named above ? A. _____.
11. Did you operate the restaurant personally ? A. _____.
12. If your answer to question #11 is "no", then name the person, or persons who operated it for you: who operated it for you? A. _____.
13. Is the person, or are the persons who operated the restaurant for you, related to you by blood or marriage ? A. _____.
14. If you answer question #13 "yes", what is the relationship ? A. _____.

15. Did you regularly purchase food items, supplies or equipment for the restaurant ? A. _____ . Did you make such purchases occasionally ? A. _____ .
16. If you answer that you did not regularly make the kind of purchases for the restaurant mentioned in Question #15, then what is the name of the person or persons who did ? A. _____ .
17. Did you ever object to, or cancel orders made by any person for food, supplies, or equipment designed for use in this restaurant ? A. _____ .
18. Did you pay any bills for the daily operation of the restaurant? A. _____ .
19. Did you ever know the daily receipts of the restaurant ? A. _____ .
20. Did you ever know the daily payouts of the restaurant ? A. _____ .
21. How did you keep up with the operation of the restaurant ?
Daily _____ ? Weekly _____ ? Monthly _____ ? Yearly _____ ?
22. From the date in 1952 when you purchased the restaurant, who hired and discharged employees ? A. _____

23. Who determined what the salaries of employees would be ? A. _____

24. What person connected with the operation of the restaurant, had the authority and responsibility of computing and filing State of Alabama Sales Tax Reports ? A. _____
25. What person connected with the operation of the restaurant, had authority and responsibility to compute and file Federal Withholding Taxes ? A. _____
26. What person connected with the restaurant's operation, had the the authority and responsibility for computing and filing Federal Income Tax Reports ? A. _____
27. During the period from date of purchase of restaurant in 1952 by you, how much time, in terms of weeks or months did you personally supervise the operation of the restaurant ? A. _____ .

28. Who was in charge of the active supervision of the restaurant when you were not personally active in its management ?
A. _____.
29. If a person other than yourself managed, operated, or supervised your restaurant, was this operation, management, or supervision done with your knowledge and consent ? A. _____.
30. Was the management, operation, or supervision stated in question #29 done with your approval ? A. _____.
31. Have you ever been away from your present employment with the First National Bank of Mobile, in order to personally supervise, or operate this restaurant? A. _____.
32. Did you place an advertisement in a newspaper known as the "The Mobile Press" and "The Press-Register" located on Government Street in the City of Mobile Alabama, offering for sale the restaurant you purchased in 1952, and formally known as "Danny's Restaurant," said restaurant located on Fairhope Avenue, Fairhope Alabama ? A. _____.
33. If your answer is "no" to question #32, do you know who did place such an advertisement in the October 8th issue of the newspaper mentioned in question #32 ? A. _____.
34. If your answer to question #33 is "yes", who did place, or cause to appear in said newspaper an advertisement offering your restaurant for sale ? A. _____.
35. Did you, or the person or persons who caused the advertisement to appear in the Press-Register set the price of \$15,000.00 as a value for the restaurant, but offered to sell for \$4000.00 in said advertisement? A. _____.
36. Did you know, or have knowledge of the appearance of this advertisement? A. _____.
37. Did you ever object to any person about the appearance of this advertisement ? A. _____ To whom ? A. _____.
38. If you had knowledge of the advertisement, did you approve or disapprove of the price which was asked for the restaurant ? A. _____.

39. Who was personally in charge of the operation for you, of the restaurant during the months of September and October of 1956 ?
A. _____.
40. Was the person in charge of your restaurant during the months of September and October 1956 authorized by you to accept \$4000.00 for the restaurant as a sales price ? A. _____.
41. Was the person in charge of your restaurant authorized by you to accept \$2000.00 cash, and a chattle mortgage for \$2000.00 payable at the rate of \$100.00 per month, plus 8% interest, as a total sales price ? A. _____.
42. Did you sell the restaurant to the Davidsons at the price, and upon the terms stated in Question #41 ? A. _____.
43. Did you ever make an inspection of the hot water system, the dish washing machine, the several refrigerators mentioned in the bill of sale signed by you transferring the restaurant to the Complainants, the walkin cooler, the air conditioner in the dining room, for the purpose of ascertaining the state of repair these were in ? A. _____.
44. Did you know when you signed the bill of sale in favor of the Complainants, that the exhaust fan and fireproof motor attached to the roof of the restaurant was to be removed ? A. _____.
45. Did you at any time authorize its removal ? A. _____.
46. What person connected with the operation of the restaurant, had the authority or duty to keep the equipment in good working order ? A. _____.
47. Did you, at any time during your ownership of the restaurant, refuse to have any of the items mentioned in Question #43 repaired or replaced when they needed repairs, or replacements ?
A. _____.
48. Did you ever supervise any repairs or replacements of any equipment or supplies in said restaurant during your period of ownership ?
A. _____.
49. To your knowledge, were any repairs or replacements made since 1952 ?
A. _____.

50. When you transferred your restaurant and equipment to the Complainants on October 26 1956, did you know the condition of the equipment mentioned in Question #43 ? A. _____.
51. Is it not a fact that upon the occasion of the cancellation of the lease contract between you and R. Roy Moyers, the owner of the building which houses the restaurant, the Complainant Henry C. Davidson told you orally that the items, dishwashing machine, hot water system, refrigeration, and exhaust fan were completely broken down, would not work, had not worked for Complainants the first time as represented, and that the exhaust fan and motor were removed the day Complainants were to take possession ?
A. _____.
52. Is it not a fact that within a week after this conversation with you, the Complainant Henry C. Davidson for himself and his wife Nell F. Davidson, confirmed this conversation in writing to you by "Registered Mail" to wit: on the 24th day of November 1956 ? A. _____.
53. Is it not a fact that you have not acknowledged this letter? A. _____.
54. Is it not a fact that pursuant to the letter mentioned in Question #52, that Complainant Henry C. Davidson did confirm both conversation and letter of November 24th 1956, by registered letter to you, for which you signed a "Personal Return Receipt", setting out for the third time to you the nature of the failure of conformance to the representations regarding the condition of the equipment, and again stating the terms by which the mortgage held by you would be paid ? A. _____.
55. Is it not a fact that you have never objected to the reimbursement to the Complainants for the money expended by them in the repair and replacement of the equipment in question ? A. _____.
56. Is it not a fact that you have never at any time notified the Complainants that you would not, or had not agreed to to acceptance of their claim ? A. _____.
57. On what date did you assign the chattle mortgage you held on the restaurant equipment in question ? A. _____.
58. To whom was it assigned ? A. _____.
59. Are the assignees related to you, and if so, how? A. _____.

60. What was the consideration stated in the assignment of the mortgage ? A. _____
61. Were you indebted to the assignees, so that this assignment extinguished, or partly extinguished such indebtedness ? A _____
62. Is it not a fact that there was no consideration whatsoever, which could be measured in terms of dollars ? A _____
- _____
63. Did you notify the assignees of the claims of the Complainants as contained in the Registered Letters received by you, and made exhibits in the Bill of Complaint ? A _____
64. If you did notify either of them, whom did you notify, and when ? A _____
65. Is it not a fact that you notified the Defendant, Daniel W. Slay immediately, or shortly after receiving notice of Complainants claims ? A _____
66. Is it not a fact that you personally handed to Daniel W. Slay, or mailed to him, the two letters, copies of which are attached to the Bill of Complaint; said letters being sent to you, and receipted for by you on cards provided by the U S Post Office ? A _____
- _____



ATTORNEY FOR COMPLAINANTS

4088
4/5
es. 10/6/05

Henry C. Davison
vs. Nell F. Davison

vs.
Chobee Slay et al

To be returned by
Chobee Slay
Trust Nat Bank
Mobile

Filed 7-19-57
A. J. Wacker
Register

EXECUTED
This 29 day of July 19 57
by serving a copy of the within on
Chobee Slay
H. B. Souders Sheriff D.S.

The Sheriff returns
this at the rate of
a total of 1.00
Ray Bridges, Sheriff
Mobile County, Alabama

Returned 31 day of July 19 57
Not found in my county after diligent search and in-
quiry. Daniel A. Key
Taylor Wiggins, Sheriff
By [Signature] Deputy Sheriff

HENRY C. DAVIDSON and NEEL
F. DAVIDSON,

Complainants,

VS.

CHOBEE SLAY, DANIEL N. SLAY
and BERNICE TAYLOR SLAY,

Respondents.

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, IN
EQUITY.
NO. 4088

DECREE:

This cause coming on to be heard is submitted upon the original and amended complaints, answer thereto and the testimony of witnesses taken ore tenus.

It appears from the pleadings and evidence that this suit arises as a result of the sale of Cafe equipment by the Respondents to the Complainants in a Cafe located in Fairhope, Baldwin County, Alabama. That the Complainants, prior to the consummation of the deal made some three examinations of the equipment, some at a time when the Respondents were not present. That an inventory of the equipment was prepared at the request of the Complainants, which inventory was subsequently checked by the Complainants; that a bill of sale and a mortgage was later executed, which was prepared by an Attorney of the Complainants' choice. That the Complainants, in accordance with statements made to one of the Respondents, did not rely upon the representations of the principal Respondent, Daniel N. Slay; that the Complainants were, one of them a Chef of some 19 years experience in Cafe work and the other a Lawyer and real estate man. That the Complainants, at the time of the consummation of the deal, executed and delivered to Chobee Slay, one of the Respondents, a mortgage to secure the balance of the purchase price, which mortgage was later transferred to the Respondent, Daniel N. Slay.

That the Complainants are seeking an injunction to restrain the foreclosure of the chattel mortgage given by the Complainants to the said Chobee Slay.

The Court, after considering all of the pleadings and the testimony of the several witnesses, is to the conclusion that the Complainants are not entitled to the relief prayed for, either in the issuance of an injunction or for the affirmative relief prayed against the Respondents.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Complaint of the Complainants be and the same is hereby dismissed out of Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complainants pay the costs herein taxed for which Execution may issue.

Dated this *JH* day of October, 1957.

Hubert M. Hall
Judge of the 28th Judicial Circuit

FILED
OCT 8 1957
ALICE L. BROWN, CLERK

that the complainants are entitled to information to

ascertain the correctness of the charges given by the

Complainants in the said charges.

The Court, after considering all of the pleadings and the

contents of the several affidavits as to the jurisdiction of the

Complainants are not entitled to the relief prayed for, either in

whole or in part, and the writs of habeas corpus are denied.

It is so ordered.

WITNESSED my hand and the seal of the Court at the City of New York,

this 1st day of October, 1957.

JOHN J. SULLIVAN, Judge of the Court.

Complainants are not entitled to the relief prayed for, either in

whole or in part, and the writs of habeas corpus are denied.

It is so ordered.

WITNESSED my hand and the seal of the Court at the City of New York,

this 1st day of October, 1957.

JOHN J. SULLIVAN, Judge of the Court.

OFFICE OF THE CLERK OF THE COURT

FILED

OCT 8 1957

ALAN J. MURPHY, District

That the Complainants are seeking an injunction to restrain the foreclosure of the chattel mortgage given by the Complainants to the said Chobee Slay.

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IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Complaint of the Complainants be and the same is hereby dismissed out of Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complainants pay the costs herein taxed for which Execution may issue.

Dated this 8th day of October, 1957.

~~Robert M. Hall~~
Judge of the 25th Judicial Circuit

That the Complainants are seeking an injunction to restrain the foreclosure of the chattel mortgage given by the Complainants to the said Chobee Slay.

The Court, after considering all of the pleadings and the testimony of the several witnesses, is to the conclusion that the Complainants are not entitled to the relief prayed for, either in the issuance of an injunction or for the affirmative relief prayed against the Respondents.

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Dated this *JH* day of October, 1957.

Hubert M. Hall
Judge of the 28th Judicial Circuit

FILED
OCT 8 1957
ALICE L. BAKER, Register

of information as to the state of the mind of the defendant at the time of the commission of the crime.

The defendant's testimony is that he was at the scene of the crime at the time of the commission of the crime.

He testified that he saw the defendant at the scene of the crime at the time of the commission of the crime.

The Court, after considering all of the evidence and the testimony of the witnesses, is satisfied that the defendant is guilty of the crime of murder in the first degree.

Accordingly, the Court sentences the defendant to the State Penitentiary for a term of years, not exceeding the natural life of the defendant.

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FILED

1957

CLERK OF COURT

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CLERK OF COURT

10/18/57: Application denied
9/18/57: Order in this case

E. G. RICHARDS,
Attorney for Applicants.

Applicants pray that the Court will set a time and place for the hearing of this application so that the respondents may be given at least ten (10) days' notice before a hearing of this application, unless the Court dispenses with a notice to the opposite parties under Equity Rule Eleven.

Wherefore, petitioners make this application to this Honorable Court to fix the amounts and conditions of a bond, to be executed by the complainants, and on said bond being executed, to enjoin the respondents from the sale of complainants' property under said mortgage until this case can be decided on appeal.

SON, and show to this Court that they have filed notice of an appeal in the above mentioned cause and that, unless the injunction requested in the original bill and denied in the Decree in this case is allowed and reinstated, their rights under this appeal will be lost.

Come the Complainants, HENRY C. DAVIDSON and NEIL F. DAVIDSON,

APPLICATION FOR BOND

1	
1	RESPONDENTS.
1	CHOBRE SIAV, DANIEL N. SIAV
1	and BERNICE TAYLOR SIAV,
1	-VS-
1	COMPLAINANTS,
1	HENRY C. DAVIDSON and NEIL F. DAVIDSON,
1	IN THE CIRCUIT COURT OF
1	BALDWIN COUNTY, ALABAMA,
1	IN EQUITY.

HENRY C. DAVIDSON and NELL
F. DAVIDSON,

COMPLAINANTS

-VS-

CHOBEE SLAY, DANIEL N. SLAY
and BERNICE TAYLOR SLAY

RESPONDENTS.

APPLICATION FOR BOND

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

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, E. G. RICKARBY, JR., a Notary Public in and for said County and said State, personally appeared HENRY C. DAVIDSON, who being duly sworn, deposes and says that the facts contained in the foregoing application for an injunction are true.

Henry C. Davidson
AFFIANT

Subscribed and sworn to before me on this the 14 day of Oct, 1957.

filed Oct. 13, 1957
Alice J. Puck, Register

E. G. Rickarby, Jr.
Notary Public, Baldwin County, Alabama

100-100000-100000

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100-100000-100000

Files Dec 18, 1957
100-100000-100000
J. Edgar Hoover

100-100000-100000

100-100000-100000

100-100000-100000

HENRY C. DAVIDSON and NELL F.
DAVIDSON,

COMPLAINANTS,

-VS-

CHOBEE SLAY, DANIEL N. SLAY,
and BERNICE TAYLOR SLAY,

DEFENDANTS.

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

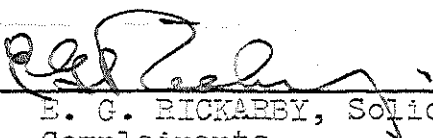
A M E N D M E N T T H R E E

Come the Complainants, HENRY C. DAVIDSON and NELL F. DAVIDSON, in the above styled cause and amend the Bill of Complaint, by changing the amounts heretofore alleged to read as follows:

In paragraph ~~Eight~~ "they had to expend ONE HUNDRED AND FIFTY-FOUR DOLLARS AND NINETY-THREE CENTS (\$154.93) to replace the kitchen exhaust fan and motor; ONE HUNDRED AND THIRTY-NINE DOLLARS AND FIVE CENTS (\$139.05) to replace the refrigerator; FIFTY-FOUR DOLLARS AND FOURTEEN CENTS (\$54.14) to repair the dishwashing machine; TWO HUNDRED AND EIGHTY-ONE DOLLARS AND EIGHTY-THREE CENTS (\$281.83) to discharge the tax lien; TWO HUNDRED AND TWENTY-FIVE DOLLARS AND SIXTY-SIX CENTS (\$225.66) to repair the air conditioning unit; and TWO HUNDRED AND SIXTEEN DOLLARS AND SEVENTY-FOUR CENTS (\$216.74) to replace the hot water heater."

In paragraph Sixteen, as amended, as to the amounts, to read, "they were forced to expend the sum of FOUR HUNDRED AND TWENTY-THREE DOLLARS AND THIRTY-EIGHT CENTS (\$423.38) for a walk-in cooler, in rebuilding compressor; rebuilding motor; and completely redoing and repairing copper piping and replacing the expansion valve and temperature control and rebuilding motor which operated the cooling fan in the unit".

filed Sept. 18, 1957
Alice J. Luck, Register


E. G. RICKABY, Solicitor for
Complainants

HENRY C. DAVIDSON and
NELL F. DAVIDSON,

COMPLAINANTS

-VS-

CHOBEE SLAY, DANIEL N.
SLAY, and BERNICE TAYLOR
SLAY,

DEFENDANTS.

AMENDMENT THREE

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

FILED

SEP 18 1957

ALICE J. DUCK, Register

HENRY C. DAVIDSON and NELL F. DAVIDSON	I	IN THE CIRCUIT COURT OF
	I	BALDWIN COUNTY, ALABAMA
COMPLAINANTS	I	IN EQUITY
-VS-	I	
CHOBEE SLAY, DANIEL N. SLAY, and BERNICE TAYLOR SLAY,	I	
DEFENDANTS	I	

A M E N D M E N T T W O

Comes the Complainant, HENRY C. DAVIDSON and NELL F. DAVIDSON, in the above styled cause, and moves that they be allowed to amend the Bill of Complaint by adding Paragraphs Fifteen and Sixteen and the Prayer of Relief by adding the clauses shown hereon:

FIFTEEN

"On, to-wit, the thirtieth day of July, 1957, after hearing in this cause in which the foreclosure notice, filed by the Defendants, was declared to be null and void, the Defendants, DANIEL N. SLAY and BERNICE TAYLOR SLAY, attempted again to foreclose this mortgage by posting Foreclosure Notice, copy of which is attached hereto and marked Exhibit "F", wherein said Defendants seek to sell, under the Power of Sale in the mortgage, all the furniture, fixtures, and equipment on the premises of DANNY'S RESTAURANT, now known as DAFER'S RESTAURANT, when all of said property now in said premises is not covered by the mortgage they are seeking to foreclose, and said notice does not properly give the time of said sale."

SIXTEEN

"That the Defendant, DANIEL N. SLAY, warranted that the walk-in cooler, in said premises, and which was part of the goods sold, would be in operable condition by expending a reasonable amount for labor in connecting the motor, the compressor, with the cooling unit thereof, when, in fact, the walk-in cooler would not operate when parts were connected as aforesaid, and the Complainants further allege that this warrant was made by said Defendant, DANIEL N. SLAY, in order to induce the Complainants to purchase said property, and was relied on by the Complainants to their damages, and was known to be false by the said Defendant, DANIEL N. SLAY, and that the Complainants were forced to expend the sum of \$215.07 dollars in rebuilding the compressor, rebuilding the motor, completely redoing and changing the

1957
Notary Public for Alabama

Notary Public, Baldwin County, Alabama

1957.

Sworn to and subscribed before me this 24 day of _____

NELL F. DAVIDSON, COMPLAINANT

Nell Davidson

HENRY C. DAVIDSON, COMPLAINANT

Henry Davidson

the statement of fact contained therein are true.

have read the above Amendment and know the contents thereof, and that

say that they are the Complainants in the above styled cause, and they

DAVIDSON, who are known to me, and who being first duly sworn, depose and

the State and County, personally appeared HENRY C. DAVIDSON and NELL F.

Before me, E. G. Rickaby, a Notary Public in and for

E. G. RICKABY, SOLICITOR FOR
COMPLAINANTS

E. G. Rickaby

NELL F. DAVIDSON, COMPLAINANT

Nell Davidson

HENRY C. DAVIDSON, COMPLAINANT

Henry Davidson

the Defendants, DANIEL N. SLAY and BERNICE TAYLOR SLAY'S mortgage.

Warranty as to the walk-in cooler, and offset those damages against

ditioner and _____ dollars as to the damages for the Breach of

damages for Breach of Warranty as to the condition of the air con-

TWO HUNDRED AND TWENTY-ONE DOLLARS AND SEVEN CENTS (\$221.07) as

Defendants are also indebted to the Complainants in the sum of

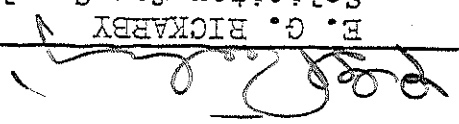
"Complainants further pray that the Court will find that the

the fan of the cooling unit."

and the temperature control, and rebuilding the motor which operated

location of copper piping, the replacement of the expansion valve,

E. G. RICKARBY
Solicitor for Complainants



the Complainants." premises were conveyed to the Complainants, without the consent of the Defendant, DANIEL N. SLAY removed said fan and motor after the purpose of drawing off the fumes and gases from the kitchen, and that lation fan and fire-proof motor installed in said premises for the and as a part of the property therein conveyed, there was a venti- Complainants allege that on the roof of said building, Paragraph No. 4 to read as follows, to-wit: Come the Complainants in the above styled cause and amend

AMENDMENT TO COMPLAINT

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

HENRY C. DAVIDSON and NELL F. DAVIDSON,
COMPLAINANTS,
-VS-
CHOBEE SLAY, DANIEL N. SLAY,
and BERNICE TAYLOR SLAY,
DEFENDANTS.

HENRY C. DAVIDSON and
NELL F. DAVIDSON,

Complainants

-vs-

CHOBEE SLAY, DANIEL N. SLAY,
and BERNICE TAYLOR SLAY,

DEFENDANTS

AMENDMENT TO COMPLAINT

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

E X H I B I T "F"

AMENDED MORTGAGE FORECLOSURE NOTICE

STATE OF ALABAMA

BALDWIN COUNTY

Default having been made in the terms of a mortgage executed to Chobee Slay, and duly assigned to the undersigned, Daniel N. Slay and Bernice Taylor Slay, by Henry C. Davidson and Nell F. Davidson, on the 26th day of October, 1956, which said mortgage is recorded in the office of the Probate Judge of Baldwin County, Alabama, in Mortgage Book 271, on pages 136-138, and said default continuing, We, the undersigned, Daniel N. Slay and Bernice Taylor Slay, will sell at public outcry for cash to the highest bidder, in front of Danny's Restaurant, now known as Dafer's Restaurant at 330 Fairhope Avenue, Fairhope, Baldwin County, Alabama, between the hours of legal sale at, to-wit: 12 O'clock noon, the 30th day of August, 1957, the following described property to-wit:

All furniture, fixtures and equipment on the premises of Danny's Restaurant, now known as Dafer's Restaurant at 330 Fairhope Avenue, Baldwin County, Ala., including the items described on the attached list.

- 2 Large potted plants with several smaller plants
- 1 Lot table silver plate, international triple plate
- 1 Lot Syracuse China
- 20 Sugar Bowls
- 40 Salt and pepper shakers, ash trays
- 1 Case water glasses, ice tea glasses
- 12 Service Trays
- 1 Cashier stool
- 1 Check writing machine --- Serial No. 15040608
- 11 Chrome finish napkin holders
- 2 Stainless steel silver trays
- 1 Stainless steel coffee pot 1 gallon
- 2 Stainless steel coffee pots, one half gallon
- 1 Smoker stand
- 4 Small linen top tables
- 8 Large linen top tables
- 4 Formica top tables with stainless steel base
- 46 Upholstered chairs
- 1 Linen and duran covered lounge
- 2 Child's high chairs
- 1 Cigar case
- 1 Pie case stainless steel
- 1 Fruit juicer, make Hamilton Beach
- 1 3-urn coffee maker
- 1 Coffee stand and hood, stainless steel
- 1 Stainless Steel tea urn 3 gallon
- 1 Kelvinator dry box, 4 holes
- 1 Unit carrier air conditioner ---- 5 tons
- 1 Stainless steel service stand
- 1 Wood service stand
- 2 Hat racks - wood
- 4 Units) Booths, complete with chrome finish hat racks
- 1 Plate glass mirror 36" X 48"
- 4 Framed pictures, 24" X 24"
- 1 Unit counter top, Formica - 28 feet

- 14 Stools, stainless steel, with duran plastic covered top
- 1 Unit water cooler with ice compartment, floor model
- 1 Counter top, formica, back bar type
- 1 Water bin with ice compartment, stainless steel
- 1 Unit neon sign complete, incl. name, Chef Danny's Restaurant plus two neon window signs, name, Chef Danny's Restaurant plus set of neon tubing around front of building
- 1 Range, Garland, combination, commercial, Serial No. B73BE
- 1 Canopy and wall back, stainless steel
- 2 Sandwich tables, maple top, metal base - 1 with pot rack
- 1 Stainless steel top and back steam table, 10 holes
- 1 Hobart dishwasher, Serial No. 84353
- 1 Toaster, Toastmaster, Serial No. 16627
- 1 Water heater, day and night, size 10, Serial No. 44961
- 1 Walk-in Cooler, Larkin unit, Stainless steel, complete
- 1 Hobart Meat grinder, Serial No. 1022627, Model No. 4312
- 1 Hobart meat slicer, Serial No. 1006987
- 1 Russman Commercial cooler, 3 door
- 1 Dearborn heater
- 1 Lot cook hand tools
- 1 Lot utensils
- 7 Dish trays, stainless steel
- 1 Range, Detroit Jewel, commercial
- 1 Cash register, chrome finish, Serial No. 1944-3S-1B-1 LC
- 1 Desk, wood, painted lime
- 1 Hotpoint dry tray, Serial No. 4027574
- 1 Norge refrigerator, 2-dor, commercial type
- 1 Maple boss chopping block
- 1 Work table, inlaid linoleum top
- 2 Child booster chairs
- 1 Hotpoint fryalator, Serial No. 4120104
- 1 Case Fluorescent tubes
- 1 French fry cutter - wall type
- 1 Model 200 Hobart Steakmaster
- 1 Reynolds 2-speed mixer, Serial No. C-27189 - complete

Said sale is made for the purpose of paying the mortgage debt and cost and expenses of foreclosure.

Witness our hands this the 30th day of July, 1957.

filed Aug. 26, 1957
Alice J. Duck, Register

/S/ Daniel N. Slay
/S/ Bernice Taylor Slay

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FILED

AUG 26 1957

ALICE J. DUCK, Registrar

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HENRY C. DAVIDSON AND
NELL F. DAVIDSON

COMPLAINANTS

VS

CHOBEE SLAY, DANIEL N. SLAY,
AND BERNICE TAYLOR SLAY

RESPONDENTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY

CASE NO. _____

ANSWER

Comes now the Respondents in the above styled cause and for answer to the Complainants' Bill of Complaint say:

1.

They admit the allegations in Section 1 thereof.

2.

They admit the allegations in Section 2 thereof.

3.

For answer to Section 3 of the Bill of Complaint, the Respondents say that they made no express or implied warranty as to the condition of the fixtures in the restaurant sold to the Complainants.

4.

The Respondents admit that there was a ventilation fan and motor in the building conveyed to the Complainants but that this was expressly excepted from the bill of sale and that Daniel N. Slay removed the same from the premises. That this fan was removed before the sale was consummated.

5.

The Respondents neither admit nor deny the allegations of Section 5 of the Complaint but demand strict proof of the same.

6.

The Respondents expressly deny the allegations of Section 6 of the Complaint and say further that the warranties referred to therein were not made by the Respondents.

7.

The Respondent, Chobee Slay, admits that the Complainant, Henry C. Davidson wrote him a letter dated November 24, 1956, and one dated December 20, 1956, in which he lists certain items as not being in good condition and sets out the

amount he says it will cost to repair and replace them.

8.

The Respondents, for answer to Section 8, say that they made no warranties as to the condition of the fixtures in the restaurant sold to the Complainants and say further they have no knowledge of the amount spent replacing, repairing and buying any equipment for this restaurant. The Respondents say further that they made no agreement, expressly or implied, that they did not replace or repair any fixtures after the date the restaurant was sold to the Complainants. For further answer to Section 8 of the Complaint, the Respondents neither admit nor deny that the Complainants discharged a tax lien against the premises but demands strict proof of the same.

9.

The Respondents specifically denies the allegations in Section 9 of the Complaint.

10.

For answer to Section 10 of the Bill of Complaint, the Respondents say that they made no warranties as to the conditions and state of repair of the fixtures in the restaurant sold to the Complainants; that they have no knowledge of the time the Complainants closed the restaurant for repair.

The Respondents specifically deny that Chobee Slay conspired with Daniel N. Slay in transferring the mortgage to him. That this was done in the regular course of business and was not done with any design to do a wrongful act, conspire or commit fraud.

11.

For answer to Section 11 of the Bill of Complaint, the Respondents say that they did post a notice of the mortgage foreclosure on a bulletin board in Fairhope; that this was done without malice; that no conspiracy was involved. That the mortgage being foreclosed was past due and that the foreclosure notice was given in the regularly expected manner according to law. They say further that there was no attempt to deceit any assend given to the Complainants but that it was done to obtain the monies owing to the Respondents by the Complainants. They say further that they do not want the goods and materials at

a fraction of their value and will be well content if the Complainants will pay them the amount owing them together with the cost of this proceeding and a reasonable attorneys fee for the foreclosure of the aforesaid mortgage.

12.

For answer to Section 12 of the Complaint, the Respondents say that the foreclosure notice was not posted maliciously; that it was not done to harass or damage the Complainants, but that it was done willfully in order to obtain the monies. The Complainants now owe the Respondents under the terms of the mortgage and note executed to the Respondents by the Complainants.

13.

For answer to Section 13 of the Complaint, the Respondents say that they have no knowledge of the amount the Complainants have spent in repairing and improving the restaurant nor of what these repairs consist. The Respondents admit that the restaurant and fixtures are now worth more than the amount due on the mortgage and note. The Respondents say further that the fact that the Complainants would suffer irreparable damage if the Respondents were allowed to proceed with the mortgage foreclosure for no reason in law or equity why the sale should not proceed. The Complainants have an adequate remedy to protect himself from this damage. They can pay the Respondents the amount now owing them and cause this mortgage to be discharged from record.

14.

For answer to Section 14 of the Complaint, the Respondents say that the method used by the Respondents for foreclosure of said mortgage is in all respects a regular one; that this sale is in no wise void; that the mortgagers have full knowledge of the date the mortgage will be foreclosed, the time on which it will be foreclosed and the Respondents should be allowed to proceed with said mortgage foreclosure.

15.

For further answer to this Bill of Complaint, the Respondents say that from the allegations of the Bill of Complaint, the Complainants received adequate consideration for their note; that a business netting \$80.00 per day is

clearly worth \$4,000.00.

Chobee Slay
Daniel N. Slay
Bernice Taylor Slay

STATE OF ALABAMA

BALDWIN COUNTY

I, Jesse M Brantley, a Notary Public in and for said

County and State hereby certify that Chobee Slay, Daniel N. Slay, and Bernice Taylor Slay, whose names are signed to the foregoing answer, who are known to me and who being by me first duly sworn, deposes and says that they have each read the above answer and know its contents and that the statements set out therein are true and correct.

Chobee Slay
Daniel N. Slay
Bernice Taylor Slay

Sworn to and subscribed before me this the 30 day of July, 1957.

Jesse M Brantley
Notary Public, Baldwin County, Alabama

filed July 30, 1957
Alice J. Luck, Register

FILED
JUL 30 1957

ALICE J. DUCK, Register

HENRY C. DAVIDSON
&
NELL F. DAVIDSON

COMPLAINANTS

VS.

CHOBEE SLAY, DANIEL N. SLAY &
BERNICE TAYLOR SLAY,

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

In Equity

No. _____

INTERROGATORIES FILED BY COMPLAINANTS TO THE DEFENDANT, CHOBEE SLAY:

Now come the Complainants and file the following Interrogatories to the Defendant, CHOBEE SLAY:

1. Did you own a restaurant in Fairhope Alabama, known as "Danny's Restaurant" on October 26th, 1956 ? A. _____.
2. Did you sell a restaurant on October 26th, 1956 to Henry C. Davidson and Nell F. Davidson ? A. _____.
3. What restaurant? A. _____.
4. Did you own, or lease the building which housed the restaurant ?
A. _____.
5. Who was your landlord ? A. _____.
6. Was there a lease on the building in your name ? A. _____.
7. Did you pay the rent ? A. _____.
8. If your answer to Question #7 is "no", state who did pay the rent:
A. _____.
9. Under the terms of the lease, who was legally liable to pay the rent ? A. _____.
10. How long had you owned the restaurant, before you sold to the Davidsons as named above ? A. _____.
11. Did you operate the restaurant personally ? A. _____.
12. If your answer to Question #11 is "no", then name the person, or persons who operated it for you: who operated it for you ?
A. _____.
13. Is the person, or are the persons who operated the restaurant for you, related to you by blood or marriage ? A. _____.
14. If you answer Question #13 "yes", what is the relationship ?
A. _____.

15. Did you regularly purchase food items, supplies or equipment for the restaurant ? A. _____ . Did you make such purchases occasionally ? A. _____ .
16. If you answer that you did not regularly make the kind of purchases for the restaurant mentioned in Question #15, then what is the name of the person or persons who did ? A. _____ .
17. Did you ever object to, or cancel orders made by any person for food, supplies, or equipment designed for use in this restaurant ? A. _____ .
18. Did you pay any bills for the daily operation of the restaurant ? A. _____ .
19. Did you ever know the daily receipts of the restaurant ? A. _____ .
20. Did you ever know the daily payouts of the restaurant ? A. _____ .
21. How did you keep up with the operation of the restaurant ?
Daily _____ ? Weekly _____ ? Monthly _____ ? Yearly _____ ?
22. From the date in 1952 when you purchased the restaurant, who hired and discharged employees ? A. _____
_____ .
23. Who determined what the salaries of employees would be ? A. _____
_____ .
24. What person connected with the operation of the restaurant, had the authority and responsibility of computing and filing State of Alabama Sales Tax Reports ? A. _____ .
25. What person connected with the operation of the restaurant, had authority and responsibility to compute and file Federal Withholding Taxes ? A. _____ .
26. What person connected with the restaurant's operation, had the the authority and responsibility for computing and filing Federal Income Tax Reports ? A. _____ .
27. During the period from date of purchase of restaurant in 1952 by you, how much time, in terms of weeks or months did you personally supervise the operation of the restaurant ? A. _____ .

28. Who was in charge of the active supervision of the restaurant when you were not personally active in its management ?
A. _____.
29. If a person other than yourself managed, operated, or supervised your restaurant, was this operation, management, or supervision done with your knowledge and consent ? A. _____.
30. Was the management, operation, or supervision stated in Question #29 done with your approval ? A. _____.
31. Have you ever been away from your present employment with the First National Bank of Mobile, in order to personally supervise, or operate this restaurant? A. _____.
32. Did you place an advertisement in a newspaper known as the "The Mobile Press" and "The Press-Register" located on Government Street in the City of Mobile Alabama, offering for sale the restaurant you purchased in 1952, and formally known as "Danny's Restaurant," said restaurant located on Fairhope Avenue, Fairhope Alabama ? A. _____.
33. If your answer is "no" to Question #32, do you know who did place such an advertisement in the October 8th issue of the newspaper mentioned in Question #32 ? A. _____.
34. If your answer to Question #33 is "yes", who did place, or cause to appear in said newspaper an advertisement offering your restaurant for sale ? A. _____.
35. Did you, or the person or persons who caused the advertisement to appear in the Press-Register set the price of \$15,000.00 as a value for the restaurant, but offered to sell for \$4000.00 in said advertisement? A. _____.
36. Did you know, or have knowledge of the appearance of this advertisement? A. _____.
37. Did you ever object to any person about the appearance of this advertisement ? A. _____ To whom ? A. _____.
38. If you had knowledge of the advertisement, did you approve or disapprove of the price which was asked for the restaurant ? A. _____.

39. Who was personally in charge of the operation for you, of the restaurant during the months of September and October of 1956 ?
A. _____.
40. Was the person in charge of your restaurant during the months of September and October 1956 authorized by you to accept \$4000.00 for the restaurant as a sales price ? A. _____.
41. Was the person in charge of your restaurant authorized by you to accept \$2000.00 cash, and a chattle mortgage for \$2000.00 payable at the rate of \$100.00 per month, plus 8% interest, as a total sales price ? A. _____.
42. Did you sell the restaurant to the Davidsons at the price, and upon the terms stated in Question #41 ? A. _____.
43. Did you ever make an inspection of the hot water system, the dish washing machine, the several refrigerators mentioned in the bill of sale signed by you transferring the restaurant to the Complainants, the walkin cooler, the air conditioner in the dining room, for the purpose of ascertaining the state of repair these were in ? A. _____.
44. Did you know when you signed the bill of sale in favor of the Complainants, that the exhaust fan and fireproof motor attached to the roof of the restaurant was to be removed ? A. _____.
45. Did you at any time authorize its removal ? A. _____.
46. What person connected with the operation of the restaurant, had the authority or duty to keep the equipment in good working order ? A. _____.
47. Did you, at any time during your ownership of the restaurant, refuse to have any of the items mentioned in Question #43 repaired or replaced when they needed repairs, or replacements ?
A. _____.
48. Did you ever supervise any repairs or replacements of any equipment or supplies in said restaurant during your period of ownership ?
A. _____.
49. To your knowledge, were any repairs or replacements made since 1952 ?
A. _____.

50. When you transferred your restaurant and equipment to the Complainants on October 26 1956, did you know the condition of the equipment mentioned in Question #43 ? A. _____.
51. Is it not a fact that upon the occasion of the cancellation of the lease contract between you and R.Roy Moyers, the owner of the building which houses the restaurant, the Complainant Henry C. Davidson told you orally that the items, dishwashing machine, hot water system, refrigeration, and exhaust fan were completely broken down, would not work, had not worked for Complainants the first time as represented, and that the exhaust fan and motor were removed the day Complainants were to take possession ?
A. _____.
52. Is it not a fact that within a week after this conversation with you, the Complainant Henry C. Davidson for himself and his wife Nell F. Davidson, confirmed this conversation in writing to you by "Registered Mail" to wit: on the 24th day of November 1956 ? A. _____.
53. Is it not a fact that you have not acknowledged this letter? A. _____.
54. Is it not a fact that pursuant to the letter mentioned in Question #52, that Complainant Henry C. Davidson did confirm both conversation and letter of November 24th 1956, by registered letter to you, for which you signed a "Personal Return Receipt", setting out for the third time to you the nature of the failure of conformance to the representations regarding the condition of the equipment, and again stating the terms by which the mortgage held by you would be paid ? A. _____.
55. Is it not a fact that you have never objected to the reimbursement to the Complainants for the money expended by them in the repair and replacement of the equipment in question ? A. _____.
56. Is it not a fact that you have never at any time notified the Complainants that you would not, or had not agreed to to acceptance of their claim ? A. _____.
57. On what date did you assign the chattle mortgage you held on the restaurant equipment in question ? A. _____.
58. To whom was it assigned ? A. _____.
59. Are the assignees related to you, and if so, how? A. _____.

60. What was the consideration stated in the assignment of the mortgage? A. _____
61. Were you indebted to the assignees, so that this assignment extinguished, or partly extinguished such indebtedness? A. _____
62. Is it not a fact that there was no consideration whatsoever, which could be measured in terms of dollars? A. _____
63. Did you notify the assignees of the claims of the Complainants as contained in the Registered letters received by you, and made exhibits in the Bill of Complaint? A. _____
64. If you did notify either of them, whom did you notify, and when? A. _____
65. Is it not a fact that you notified the Defendant, Daniel W. Slay immediately, or shortly after receiving notice of Complainants claims? A. _____
66. Is it not a fact that you personally handed to Daniel W. Slay, or mailed to him, the two letters, copies of which are attached to the Bill of Complaint; said letters being sent to you, and receipted for by you on cards provided by the U S Post Office? A. _____

E. G. Rickarby

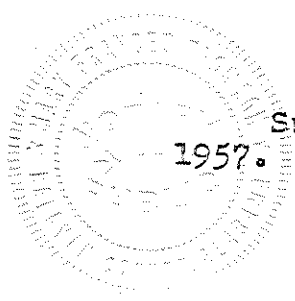
ATTORNEY FOR COMPLAINANTS

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned Notary Public personally appeared E. G. RICKARBY, Solicitor for Complainant in the above styled cause, who being first duly sworn deposes and says that the answers to the foregoing interrogatories, if well and truly made, will be material testimony for the Complainants in said cause.

E. G. Rickarby

Subscribed and sworn to before me this the 15 day of July, 1957.



Mary Frances Johnson

Notary Public, Baldwin County, Alabama

60. What was the consideration stated in the assignment of the mortgage ? A. _____
61. Were you indebted to the assignees, so that this assignment extinguished, or partly extinguished such indebtedness ? A. _____
62. Is it not a fact that there was no consideration whatsoever, which could be measured in terms of dollars ? A. _____
63. Did you notify the assignees of the claims of the Complainants as contained in the Registered Letters received by you, and made exhibits in the Bill of Complaint ? A. _____
64. If you did notify either of them, whom did you notify, and when ? A. _____
65. Is it not a fact that you notified the Defendant, Daniel N. Slay immediately, or shortly after receiving notice of Complainants claims ? A. _____
66. Is it not a fact that you personally handed to Daniel N. Slay, or mailed to him, the two letters, copies of which are attached to the Bill of Complaint; said letters being sent to you, and receipted for by you on cards provided by the U S Post Office ? A. _____

E. G. Rickarby

ATTORNEY FOR COMPLAINANTS

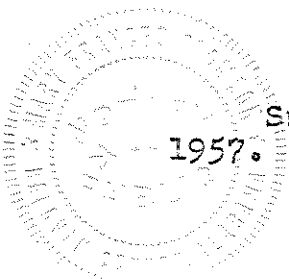
STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned Notary Public personally appeared E. G. RICKARBY, Solicitor for Complainant in the above styled cause, who being first duly sworn deposes and says that the answers to the foregoing interrogatories, if well and truly made, will be material testimony for the Complainants in said cause.

E. G. Rickarby

Subscribed and sworn to before me this the 3rd day of July, 1957.

Mary Frances Johnson
Notary Public, Baldwin County, Alabama



HENRY C. DAVIDSON and NELL
F. DAVIDSON,

COMPLAINANTS

-VS-

CHOBEE SLAY, DANIEL E.
SLAY and BERNICE TAYLOR
SLAY,

DEFENDANTS

I IN THE CIRCUIT COURT OF
I BALDWIN COUNTY, ALABAMA

I IN EQUITY

I *NO. 4088*

I

I

I

FIAT SETTING CAUSE FOR HEARING ON APPLICATION FOR TEMPORARY
INJUNCTION

The foregoing bill of complaint being presented to the under-
signed for fiat and it appearing that no substantial injury will
result to the complainant from delay, it is accordingly ordered
that the cause be set down for hearing in the Equity Division of
this Court upon the application for the writ of injunction prayed
for in the bill at 10 o'clock A.M. on the 21
day of July, 1957.

It is further ordered pursuant to the provision of Code 1940,
Title 7, 1054, that the complainant give notice to the respondents
CHOBEE SLAY, DANIEL N. SLAY and BERNICE TAYLOR of such hearing by
serving upon each of them a copy of the foregoing bill of complaint,
together with a copy of this order.

Ordered this the 21 day of July, 1957.

Hubert M. Hall
Circuit Judge, in Equity Sitting.

HENRY C. DAVIDSON and NELL F. DAVIDSON,

COMPLAINANTS

-VS-

CHOBEE SLAY, DANIEL N. SLAY,
and BERNICE TAYLOR SLAY,

DEFENDANTS

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

C O M P L A I N T

Come the Complainants, HENRY C. DAVIDSON and NELL F. DAVIDSON, in the above styled cause, and show:

O N E

That the Complainants are bona fide residents of Baldwin County, Alabama, operating a restaurant at 330 Fairhope Avenue, in the City of Fairhope, Alabama, and are over the age of twenty-one years; and that the Defendant, CHOBEE SLAY is a resident of Mobile County, Alabama, and is over the age of twenty-one years; and that the Defendant, DANIEL N. SLAY is a resident of Baldwin County, Alabama, and is over the age of twenty-one years; and that the Defendant, BERNICE TAYLOR SLAY is a resident of Baldwin County, Alabama, and is over the age of twenty-one years.

T W O

That on, to-wit, the 26th day of October, 1956, the Defendants, CHOBEE SLAY and DANIEL N. SLAY, hereinafter referred to as Defendant Sellers, conveyed to the Complainants, HENRY C. DAVIDSON and NELL F. DAVIDSON, the furniture, fixtures and equipment described in the Bill of Sale, hereto attached and marked "Exhibit A" and made a part hereof, and that the Complainants paid the Defendant Sellers TWO THOUSAND DOLLARS (\$2,000.00) in cash for said property and executed a Chattel Mortgage to secure TWO THOUSAND DOLLARS (\$2,000.00) more of the FOUR THOUSAND DOLLARS (\$4,000.00) purchase price of said property, to the Defendant, CHOBEE SLAY, which mortgage is attached hereto and marked "Exhibit B" and made a part hereof.

T H R E E

That the Defendant Sellers, in addition to publicly advertising said equipment as modern, in order to further induce the Complainants to purchase said property, made the following warranties: (a) The Defen-

dant Sellers warrantied that the water heating system in said property conveyed was in good working order, when, in fact, the water heating system was not in working order; (b) That the Defendant Sellers warrantied that the dishwashing machine was in good working order, when, in fact, said dishwashing machine was not in working order; (c) That the Defendant Sellers warrantied that the air conditioning unit was in good working order, when, in fact, said air conditioning unit was not in working order; (d) That the Defendant Sellers warrantied that the two refrigerators were in good working order, when, in fact, one refrigerator was not in working order.

F O U R

Complainants allege that on the roof of said building, and as a part of the property therein conveyed, there was a ventilation fan and fire-proof motor installed in said premises for the purpose of drawing off the fumes and gases from the kitchen, and that the Defendant, DANIEL N. SLAY, removed said fan and motor after the premises were conveyed and possession was delivered to the Complainants, without the consent of the Complainants.

F I V E

Complainants further allege that the property herein conveyed was warrantied by the Defendant Sellers to be free and clear of all encumbrances, which warranty was contained in the Bill of Sale (Exhibit A), when, in fact, there is an uncanceled certificate of lien in favor of the State Department of Revenue against the Almose Restaurant, a partnership composed of Albert N. Moses and Roy Dell Moses, dated April 7, 1952 for TWO HUNDRED AND EIGHTY DOLLARS AND ELEVEN CENTS (\$280.11), which said certificate of tax lien is recorded in the Probate Court of Baldwin County, Alabama, and is a lien on the property herein conveyed, together with the interest and penalties thereon.

S I X

Complainants further allege that the warranties above mentioned were made by said Defendant Sellers in order to induce the Complainants to purchase said property, and were relied on by the Complainants to their damages and were known to be false by the Defendant Sellers when made.

S E V E N

Complainants further allege that on about the 24th day of November, 1956 and before the first installment of said mortgage became due, the Complainant, HENRY C. DAVIDSON, personally called these items to the attention of the Defendant, CHOBEE SLAY, the holder of said mortgage, by Registered Mail, as shown by "Exhibit C" attached hereto and made a part hereof, and that on, to-wit, the 20th day of December, 1956, the Complainant, HENRY C. DAVIDSON, gave the Defendant, CHOBEE SLAY, the figures on the cost for remedying said defects, said advice was also contained in a Registered letter, copy of which is attached hereto and make "Exhibit D" and made a part hereof.

E I G H T

Complainants further allege that because of said false warranties and in order that the Complainants could operate said business, they were put to a large expense to repair said equipment, and replace removed equipment; namely, they had to spend ONE HUNDRED AND FIFTY DOLLARS (\$150.00) to replace the kitchen exhaust fan; ONE HUNDRED AND FORTY-FIVE DOLLARS (\$145.00) to replace the refrigerator; FIFTY-FIVE DOLLARS (\$55.00) to repair the dishwashing machine; THREE HUNDRED AND FIVE DOLLARS AND FORTY-FIVE CENTS (\$305.45) to replace the hot water heater; and ONE HUNDRED EIGHTY NINE DOLLARS AND FIFTY NINE CENTS (\$189.59) to repair the air conditioner; and that the Complainants will have to spend TWO HUNDRED AND EIGHTY DOLLARS AND ELEVEN CENTS (\$280.11), plus interest and penalties thereon, to discharge the tax lien against the said premises; said expenditures being necessary to make the property purchased be of the value of the same article if it had been such as vendor warrantied it to be.

N I N E

Complainants further allege that on or about the 15th day of November, 1956, the Complainant, HENRY C. DAVIDSON, called these defects to the attention of CHOBEE SLAY, the holder of the mortgage on the premises, at his home in Mobile, Alabama, stating at that time that he would confirm these facts in writing, which were done in accordance with "Exhibit C" and that the Defendant, CHOBEE SLAY, assented to the credits as outlined in said letter and conversation, and the Complainants, depending upon the assent heretofore given, corrected the defects as outlined above.

T E N

Complainants further allege that by reason of the false representations heretofore made by the Defendant Sellers to the Complainants, the Complainants were not able to open the restaurant as they would have been able to do had that property been in the condition as warranted, but had to spend eight (8) days in repairing and rectifying said defects in warranty and were not able to operate said restaurant during that time to their damage, in the sum of SIX HUNDRED FORTY DOLLARS (\$640.00). Complainants further allege that the Defendant, DANIEL N. SLAY, who joined in the Bill of Sale, cannot answer in damages for injuries to the Complainants caused by wrongful foreclosure, details of which are hereinafter set out, and that the Defendant, CHOBEE SLAY, conspiring with the said DANIEL N. SLAY to defeat the assent heretofore given, did transfer and assign to the said DANIEL N. SLAY and his wife, BERNICE TAYLOR SLAY, said note and mortgage on said property approximately seven (7) months after said assent to credit aforesaid had been given.

ELEVEN

Complainants further allege that said Defendant, DANIEL N. SLAY, in furtherance of said conspiracy, willfully ~~or~~ maliciously posted in a public place, to-wit, the bulletin board in front of the City Hall in Fairhope, Alabama, copy of said notice is attached to this Bill of Complaint and marked "Exhibit E" and made a part hereof; so that with the assent defeated he could obtain from the Complainants the goods and materials sold and upon which half the purchase price has been paid and which have been improved and renovated at a fraction of their value.

TWELVE

The Complainants further allege that said notice so willfully ~~or~~ maliciously published, did harass and damage the Complainants in their business, said damage to the sum of TEN THOUSAND DOLLARS (\$10,000.00).

THIRTEEN

The Complainants further show that they have spent the sum of TWO THOUSAND FORTY FOUR DOLLARS AND SIXTY EIGHT CENTS (\$2,044.68) in the improvement of said restaurant, to-wit, in the construction of

cabinets, store room, store space, building separate toilet for the colored help, reworking and putting unto operable condition one 8 x 10 Walk-in cooler, the addition of one three compartment pot washing sink, together with side arm and gas heater, and the addition of eight (8) new electrical circuits, curring inadequate wiring; and that they had signed a long-time lease on said premises and it would be impossible for them to remove said equipment and that said equipment has improved and the restaurant which they purchased from the Defendant Sellers is now worth many times the sum alleged to be due under the purchase money mortgage, not counting the credits heretofore claimed and that the Complainants would suffer irrevocable damage if the Defendant, DANIEL N. SLAY,^{and Bernice Taylor Slay} was allowed to proceed with the sale under the foreclosure and notice heretofore shown; and that the Defendant, DANIEL N. SLAY, is not answerable in damages for his wrongful act.

F O U R T E E N

Complainants further show that said sale would be void, in that the time of sale is not specified, nor mortgagors named, nor the Book and page of recording shown in the notice of sale as posted, and that the notice of sale seeks to sell property not covered by the mortgage.

WHEREFORE COMPLAINANTS PRAY that due notice of the Bill be given as required by law, requiring the Defendants to plead, answer or demur in accordance with the rules and practices of this Honorable Court.

And Complainants further pray that this Honorable Court will set a time and place for hearing this application for an Injunction, not more than ten (10) days hereafter and require the Defendants to be given at least three (3) days notice of such time and place and that ^{they} be served with a copy of the Bill; and Complainants pray that on said hearing the Court will issue an order injoining the said DANIEL N. SLAY, BERNICE TAYLOR SLAY and CHOBEE SLAY, or either of them, from proceeding with the foreclosure of this mortgage until the final determination of this cause, and under such terms and conditions as the Court may approve.

COMPLAINANTS FURTHER PRAY THAT ON A FINAL HEARING OF THIS CAUSE, (and that the Court will determine that said mortgage is not in default/and order said notice of sale is void) that the Complainants may pay any balance still owed in accordance with the terms of said mortgage, as Complainants have offered to do.

That the Court will find that the sum of ONE THOUSAND TWO HUNDRED THIRTY TWO DOLLARS AND FIVE CENTS (\$1,232.05) due Complainants from Defendants as damages for breach of warranty and allow same to be applied in diminution of the purchase price and mortgage debt.

That the Court find that the Complainants have been damaged in the sum of SIX HUNDRED FORTY DOLLARS (\$640.00) loss of profits in delay caused by wrongful acts of Defendants aforesaid and that said sum be used in diminution of the mortgage debt and;

That the Court find that the Complainants have been damaged by the wrongful and willful acts of said Defendants, DANIEL N. SLAY, BERNICE TAYLOR SLAY conspiring with CHOBEE SLAY, in the sum of TEN THOUSAND DOLLARS (\$10,000.00) and that said sum be applied as a credit on said mortgage, and judgment for the excess be rendered as a personal judgment against said defendants, CHOBEE SLAY, DANIEL N. SLAY, and BERNICE TAYLOR SLAY, and that the decree show said judgment is for willful and malicious injury.

And Complainants pray for such other further or different relief as to equity may seem meet and proper.

Henry C. Davidson
HENRY C. DAVIDSON, COMPLAINANT
Nell F. Davidson
NELL F. DAVIDSON, COMPLAINANT

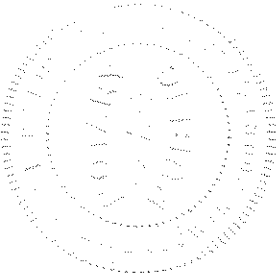
[Signature]
SOLICITOR FOR COMPLAINANTS

Before me, [Signature], a Notary Public in and for state and county, personally appeared HENRY C. DAVIDSON and NELL F. DAVIDSON, who are known to me, and who being first duly sworn, depose and say that they are the Complainants in the above styled cause, and they have read the above Bill and know the contents thereof, and that the statement of fact contained therein are true.

Henry C. Davidson
HENRY C. DAVIDSON, COMPLAINANT
Nell F. Davidson
NELL F. DAVIDSON, COMPLAINANT

Sworn to and subscribed before me this 19 day of July, 1957.

[Signature]
Notary Public, Baldwin County, Alabama



" Exhibit A"

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Chobee Slay and Daniel L. Slay, the Sellers, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable condierations, hereby acknow- ledged to have been paid to the said Sellers by Henry C. Davidson and Nell F. Davidson, the Purchasers, do hereby BARGAIN, SELL, TRANSFER AND ASSIGN unto the said Purchasers all of their right, title and interest in and to the following personal property:

All furniture, fixtures and equipment on the premises of Danny's Restaurant at 330 Fairhope Avenue, Baldwin County, Alabama, including, without limiting the fore- going, the items described on the attached list

The Sellers hereby WARRANT said property to be free and clear of all encumbrances, and that they have a perfect right to sell and deliver the same.

IN WITNESS WHEREOF, the Sellers have hereunto set their hands and seals on this 26 day of October, 1956.

Chobee Slay /s/ (seal)
Chobee Slay

Daniel N. Slay /s/ (seal)
Daniel L. Slay

State of Alabama)
County of)

I, the undersigned notary public in and for said state and county, hereby certify that Chobee Slay and Daniel L. Slay, 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 this 26 day of 1956.

_____/s/
Notary Public County, Alabama

" Exhibit B "

Chattel Mortgage

State of Alabama

Baldwin County

We, Henry C. Davidson and Nell F. Davidson, in consideration of Two Thousand and No/100 (\$2,000.00) Dollars paid by Chobee Slay, do bargain, sell and deliver and convey to said Chobee Slay the following personal property now in Baldwin County, Alabama, to-wit:

All furniture and equipment on the premises of Danny's Restaurant at 330 Fairhope Avenue, Baldwin County, Alabama, including the items described on the attached list

I warrant that the said property is free from all encumbrances and that I have a good right to sell the same, except as to any unsatisfied liens or judgments of record as of the date hereon.

Upon condition, however, that if I pay my certain promissory note bearing even date herewith, given to the said Chobee Slay or order, for the said sum of Two Thousand and no/100 (\$2,000.00) Dollars, with interest at the rate of eight per cent, according to the tenor of said note, then this mortgage shall be void; but if default should be made in the payment of the principal or interest above mentioned, or any part thereof, then said Chobee Slay is hereby authorized, to take possession of the above described personal property and advertise and sell the same at public sale to the highest bidder for cash, after giving 30 days notice of the time and place of said sale by one notice posted at the City Hall door of Fairhope, Ala., the said sale to take place either in front of the City Hall door of said Fairhope, Ala., or where the property is situated at the time of the default. It is agreed that the said Chobee Slay has the right to choose one of the above mentioned places as the place of sale of said property, and his choice shall be final and binding upon me. It is further agreed that the said property shall be at the place of sale at the time of the sale, whether sold at the City Hall door of Fairhope, Ala., or where the property is situated at the time of default. The proceeds of said sale shall be applied, first, to the payment of all costs of said sale, including a reasonable attorney's fee; second, to the amount due upon said note and interest; third, if any surplus remains, to be paid to the undersigned.

It is further agreed that the mortgagor herein shall retain possession of the property as the agent of the mortgagee, until default in the payment of the mortgage debt hereby secured.

Executed this 26th day of October, 1956.

Henry C. Davidson /s/ (SEAL)
Henry C. Davidson

Nell F. Davidson /s/ (SEAL)
Nell F. Davidson

The State of Alabama

County

I, _____

in and for the County and State aforesaid, hereby certify that Henry C. Davidson and Nell F. Davidson, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the said mortgage they executed the same voluntarily on the day the same bears date.

Given under my hand this 26 day of October, A.D., 1956.

" EXHIBIT C "

November 24th, 1956

"REGISTERED MAIL"

Mr. Chobee Slay
First National Bank of Mobile
Mobile, Alabama

IN RE: Sale of "Danny's Restaurant"
Fairhope, Alabama

Dear Mr. Slay,

None of the bills for labor on the items which were removed or misrepresented as to working order, have been presented to me, said items being included in the transfer of the fixtures and equipment of the above restaurant on October 26th, 1956.

However in the matter of the kitchen exhaust fan which was part of the equipment, and in place when the bill of sale was signed and the down payment made, I have paid to W.L. Walker, an electrical contractor in Fairhope the sum of \$127.43 for a similar fan and a fireproof motor as was originally there. Your brother removed the fan and motor on or about the AM of October 28th, and took it to his home, placing it in an upstairs room. This was the day we received the keys at Closing time.

Confirming our conversation of several days ago, regarding the items mentioned in the first paragraph of this letter, I will send you an itemized statement of the expenditures necessary to replace equipment and parts within two weeks.

Regarding the payment of \$100.00 plus interest, which is due November 26th, 1956, you will find enclosed the interest due, and this letter will be a receipt for \$100.00 which I am applying or crediting to your account on my books towards liquidation of the fan expenditure plus installation charges.

When the principal monthly payments have reached an amount which reimburses me and Mrs. Davidson for the amounts which will appear on the statement, regular installments plus interest will be resumed as agreed in the mortgage you hold.

Very truly yours,

Henry C. Davidson /s/

" Exhibit D "

December 20th, 1956

REGISTERED OR INSURED
MAIL

Re: Sale of Danny's Restaurant, Fairhope, Alabama

Mr. Chobee Slay
1st National Bank of Mobile
Main Branch
Mobile, Alabama

Dear Mr. Slay:

The following is a list of the items mentioned
in my letter to you dated November 24th, 1957:

Sales Tax Judgment against the equipment purchased from you; Original amount \$283.15; estimated due now,	\$350.00
Kitchen exhaust fan and labor,	156.00
Refrigerator, (equipment purchased as "good" not repairable;)	145.00
Dishwasher, (lower rinse arm, parts & labor) represented "good condition"	55.00
Hot Water Heater, & installation labor (hot water heater purchased, not repairable, the represented "good cindition")	305.54
	<hr/>
	\$1011.54

I will be glad to meet with you, and exhibit paid
and due bills for the above items, if you will set up a time
and place convenient to both of us.

I find that you have not presented the interest check
for payment, which was sent to you on November 25th, 1956. If you are
not going to present it for payment, please advise. I will be glad to
pay the interest each month on the balance due you, after deducting the
above items, until these items have been reimbursed to me; and that time
regular payments according to the mortgage will be forwarded. If you
prefer, total deduction of principal and interest will be credited to
the monthly payments due. Balance due you is \$888.46.

Very Truly yours,

Henry C. Davidson /s/

"Exhibit E"

FORECLOSURE NOTICE

STATE OF ALABAMA

BALDWIN COUNTY

Default having been made in the terms of the mortgage executed to Chobee Slay and assigned to the undersigned, Daniel N. Slay and Bernice Taylor Slay, said instrument being dated October 26, 1956, and said default continuing, We the undersigned Daniel N. Slay and Bernice Taylor Slay will sell at public outcry for cash to the highest bidder in front of Dafer's Restaurant, Fairhope, Baldwin County, Alabama, between the legal hours of sale, on the 5th day of August, 1957, the following described property, to-wit:

All furniture, fixtures and equipment on the premises of Dafer's Restaurant at 330 Fairhope, Avenue, Baldwin County, Alabama including the items described on the attached list.

- 2 Large potted plants with several smaller plants
- 1 Lot table silver plate, international triple plate
- 1 Lot Syracuse China
- 20 Sugar bowls
- 40 Salt and pepper shakers, ash trays
- 1 Case water galasses, ice tea glasses
- 12 Service Trays
- 1 Cashier stool
- 1 Check writing machine --- Serial No. 15040608
- 11 Chrome finish napkin holders
- 2 Stainless steel silver trays
- 1 Stainless steel coffee pot 1 gallon
- 2 Stainless steel coffee pots, one half gallon
- 1 Smoker stand
- 4 Small linen top tables
- 8 Large linen top tables
- 4 Formica top tables with stainless steel base
- 46 Upholstered chairs
- 1 Linen and duran covered lounge
- 2 Child's high chairs
- 1 Cigar case
- 1 Pie case stainless steel
- 1 Fruit juicer, make Hamilton Beach
- 1 3-Urn coffee maker
- 1 Coffee stand and hood, stainless steel
- 1 Stainless Steel tea urn 3 gallon
- 1 Kelvinator dry box, 4 holes
- 1 Unit carrier air conditioner ----- 5 tons
- 1 Stainless steel service stand
- 1 Wood service stand
- 2 Hat racks - wood
- 4 Units) Booths, complete with chrome finish hat racks
- 1 Plate glass mirror 36" X 48"
- 4 Framed pictures, 24" X 24"
- 1 Unit counter top, Formica - 28 Feet
- 14 Stools, stainless steel, with duran plastic covered top
- 1 Unit water cooler with ice compartment, floor model
- 1 Counter top, formica, back bar type
- 1 Water bin with ice compartment, stainless steel
- 1 Unit neon sign complete, incl, name, Chef Danny's Restaurant plus two neon window signs, name, Chef Danny's Restaurant plus set of neon tubing around front of building
- 1 Range, Garland, combination, commercial, Serial No. B73BE

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 4088

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Chobee Slay, Daniel N. Slay and Bernice Taylor Slay

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against Chobee Slay, Daniel N. Slay, and Bernice Taylor Slay, DefendantS by Henry C. Davidson and Nell F. Davidson, Plaintiff.S

Witness my hand this 19th day of July 1957

Executed - July 26 - 1957 - Chobee Slay
" 25, 1957 - Bernice Slay
Not found as to Daniel N. Slay
Alice J. Duck, Clerk

1 Canopy and wall back, stainless steel
2 Sandwich tables, maple top, metal base - 1 with pot rack
1 Stainless steel top and back steam table, 10 holes
1 Hobart dishwasher, Serial No. 84353
1 Toaster, Toastmaster, Serial No. 16627
1 Water heater, day and night, size 10, Serial No. 44961
1 Walk-in Cooler, Larkin unit, Stainless steel, complete
1 Hobart Meat grinder, Serial No. 1022627, Model No. 4312
1 Hobart Meat slicer, Serial No. 1006987
1 Russman Commercial cooler, 3 door
1 Dearborn heater
1 Lot cook hand tools
1 Lot utensils
7 Dish trays, stainless steel
1 Range, Detroit Jewel, commercial
1 Cash register, chrome finish, Serial No. 1944-3S-1B-1 LC
1 Desk, wook, painted lime
1 Hotpoint dry tray, Serial No. 4027574
1 Norge refrigerator, 2-door, commercial type
1 Maple boss chopping block
1 Work table, inlaid linoleum top
2 Child booster chairs
1 Hotpoint fryalator, Serial No. 4120104
1 Case Flourescent tubes
1 French fry cutter - wall type
1 Model 200 Hobart Steakmaster
1 Reynolds 2-speed mixer, Serial No. C-27189 - complete

Said sale is made for the purpose of paying the mortgage debt and cost and expenses of foreclosure.

Witness our hands this the 5th day of July, 1957.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

CIRCUIT COURT, BALDWIN COUNTY

BALDWIN COUNTY

No.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Chobee Slay, Daniel W. Slay and
Bernice Taylor Slay

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against Chobee Slay,
Daniel W. Slay, and Bernice Taylor Slay , Defendant^s.....

by Henry C. Davidson and Nell F. Davidson

....., Plaintiff^s.....

Witness my hand this 19 day of July 1957.....

Beice J. Luck , Clerk

**THE STATE OF ALABAMA
BALDWIN COUNTY**

CIRCUIT COURT

Henry C. Davidson and Nell

F. Davidson

Plaintiffs

vs.

Chabec Slay, Denial H. Slay

and Bertrice Taylor Slay

Defendants

SUMMONS and COMPLAINT

Filed, 19.....

....., Clerk

H. C. Rickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

....., 19.....

....., Sheriff

I have executed this summons

this, 19.....

by leaving a copy with

..... Sheriff

..... Deputy Sheriff

HENRY C. DAVIDSON and NELL
F. DAVIDSON,

COMPLAINANTS

-VS-

CHORRE SLAY, DANIEL B.
SLAY and BERNICE TAYLOR
SLAY,

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

4088

FIAT SETTING CAUSE FOR HEARING ON APPLICATION FOR TEMPORARY
INJUNCTION

The foregoing bill of complaint being presented to the under-
signed for fiat and it appearing that no substantial injury will
result to the complainant from delay, it is accordingly ordered
that the cause be set down for hearing in the Equity Division of
this Court upon the application for the writ of injunction prayed
for in the bill at 10 o'clock A.M. on the 29 30
day of July, 1957.

It is further ordered pursuant to the provision of Code 1940,
Title 7, 1054, that the complainant give notice to the respondents
CHORRE SLAY, DANIEL B. SLAY and BERNICE TAYLOR of such hearing by
serving upon each of them a copy of the foregoing bill of complaint,
together with a copy of this order.

Ordered this the 24th day of July, 1957.

Hubert M. Hall
Circuit Judge, in Equity Sitting.

HENRY C. DAVIDSON and NELL F.
DAVIDSON,

COMPLAINANTS

-VS-

CHOSER SLAY, DANIEL N. SLAY,
and BERNICE TAYLOR SLAY,

DEFENDANTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

C O M P L A I N T

Come the Complainants, HENRY C. DAVIDSON and NELL F. DAVIDSON, in the above styled cause, and show:

O N E

That the Complainants are bona fide residents of Baldwin County, Alabama, operating a restaurant at 330 Fairhope Avenue, in the City of Fairhope, Alabama, and are over the age of twenty-one years; and that the Defendant, CHOSER SLAY is a resident of Mobile County, Alabama, and is over the age of twenty-one years; and that the Defendant, DANIEL N. SLAY is a resident of Baldwin County, Alabama, and is over the age of twenty-one years; and that the Defendant, BERNICE TAYLOR SLAY is a resident of Baldwin County, Alabama, and is over the age of twenty-one years.

T W O

That on, to-wit, the 26th day of October, 1956, the Defendants, CHOSER SLAY and DANIEL N. SLAY, hereinafter referred to as Defendant Sellers, conveyed to the Complainants, HENRY C. DAVIDSON and NELL F. DAVIDSON, the furniture, fixtures and equipment described in the Bill of Sale, hereto attached and marked "Exhibit A" and made a part hereof, and that the Complainants paid the Defendant Sellers TWO THOUSAND DOLLARS (\$2,000.00) in cash for said property and executed a Chattel Mortgage to secure TWO THOUSAND DOLLARS (\$2,000.00) more of the FOUR THOUSAND DOLLARS (\$4,000.00) purchase price of said property, to the Defendant, CHOSER SLAY, which mortgage is attached hereto and marked "Exhibit B" and made a part hereof.

T H R E E

That the Defendant Sellers, in addition to publicly advertising said equipment as modern, in order to further induce the Complainants to purchase said property, made the following warranties: (a) The Defen-

dent Sellers warranted that the water heating system in said property conveyed was in good working order, when, in fact, the water heating system was not in working order; (b) That the Defendant Sellers warranted that the dishwashing machine was in good working order, when, in fact, said dishwashing machine was not in working order; (c) That the Defendant Sellers warranted that the air conditioning unit was in good working order, when, in fact, said air conditioning unit was not in working order; (d) That the Defendant Sellers warranted that the two refrigerators were in good working order, when, in fact, one refrigerator was not in working order.

F O U R

Complainants allege that on the roof of said building, and as a part of the property therein conveyed, there was a ventilation fan and fire-proof motor installed in said premises for the purpose of drawing off the fumes and gases from the kitchen, and that the Defendant, DANIEL W. SLAY, removed said fan and motor after the premises were conveyed and possession was delivered to the Complainants, without the consent of the Complainants.

F I V E

Complainants further allege that the property herein conveyed was warranted by the Defendant Sellers to be free and clear of all encumbrances, which warranty was contained in the Bill of Sale (Exhibit A), when, in fact, there is an uncanceled certificate of lien in favor of the State Department of Revenue against the Almore Restaurant, a partnership composed of Albert M. Moses and Roy Dell Moses, dated April 7, 1952 for TWO HUNDRED AND EIGHTY DOLLARS AND ELEVEN CENTS (\$280.11), which said certificate of tax lien is recorded in the Probate Court of Baldwin County, Alabama, and is a lien on the property herein conveyed, together with the interest and penalties thereon.

S I X

Complainants further allege that the warranties above mentioned were made by said Defendant Sellers in order to induce the Complainants to purchase said property, and were relied on by the Complainants to their damages and were known to be false by the Defendant Sellers when made.

S E V E N

Complainants further allege that on about the 24th day of November, 1956 and before the first installment of said mortgage became due, the Complainant, HENRY C. DAVIDSON, personally called these items to the attention of the Defendant, CHOBEE SLAY, the holder of said mortgage, by Registered Mail, as shown by "Exhibit C" attached hereto and made a part hereof, and that on, to-wit, the 20th day of December, 1956, the Complainant, HENRY C. DAVIDSON, gave the Defendant, CHOBEE SLAY, the figures on the cost for remedying said defects, said advice was also contained in a Registered letter, copy of which is attached hereto and make "Exhibit D" and made a part hereof.

E I G H T

Complainants further allege that because of said false warranties and in order that the Complainants could operate said business, they were put to a large expense to repair said equipment, and replace removed equipment; namely, they had to spend ONE HUNDRED AND FIFTY DOLLARS (\$150.00) to replace the kitchen exhaust fan; ONE HUNDRED AND FORTY-FIVE DOLLARS (\$145.00) to replace the refrigerator; FIFTY-FIVE DOLLARS (\$55.00) to repair the dishwashing machine; THREE HUNDRED AND FIVE DOLLARS AND FORTY-FIVE CENTS (\$305.45) to replace the hot water heater; and ONE HUNDRED EIGHTY NINE DOLLARS AND FIFTY NINE CENTS (\$189.59) to repair the air conditioner; and that the Complainants will have to spend TWO HUNDRED AND EIGHTY DOLLARS AND ELEVEN CENTS (\$280.11), plus interest and penalties thereon, to discharge the tax lien against the said premises; said expenditures being necessary to make the property purchased be of the value of the same article if it had been such as vendor warranted it to be.

N I N E

Complainants further allege that on or about the 15th day of November, 1956, the Complainant, HENRY C. DAVIDSON, called these defects to the attention of CHOBEE SLAY, the holder of the mortgage on the premises, at his home in Mobile, Alabama, stating at that time that he would confirm these facts in writing, which were done in accordance with "Exhibit C" and that the Defendant, CHOBEE SLAY, assented to the credits as outlined in said letter and conversation, and the Complainants, depending upon the assent heretofore given, corrected the defects as outlined above.

T E N

Complainants further allege that by reason of the false representations heretofore made by the Defendant Sellers to the Complainants, the Complainants were not able to open the restaurant as they would have been able to do had that property been in the condition as warranted, but had to spend eight (8) days in repairing and rectifying said defects in warranty and were not able to operate said restaurant during that time to their damage, in the sum of SIX HUNDRED FORTY DOLLARS (\$640.00). Complainants further allege that the Defendant, DANIEL N. SLAY, who joined in the Bill of Sale, cannot answer in damages for injuries to the Complainants caused by wrongful foreclosure, details of which are hereinafter set out, and that the Defendant, CHOSIE SLAY, conspiring with the said DANIEL N. SLAY to defeat the assent heretofore given, did transfer and assign to the said DANIEL N. SLAY and his wife, BESS-NICE TAYLOR SLAY, said note and mortgage on said property approximately seven (7) months after said assent to credit aforesaid had been given.

ELEVEN

Complainants further allege that said Defendant, DANIEL N. SLAY, in furtherance of said conspiracy, willfully or maliciously posted in a public place, to-wit, the bulletin board in front of the City Hall in Fairhope, Alabama, copy of said notice is attached to this Bill of Complaint and marked "Exhibit E" and made a part hereof; so that with the assent defeated he could obtain from the Complainants the goods and materials sold and upon which half the purchase price has been paid and which have been improved and renovated at a fraction of their value.

TWELVE

The Complainants further allege that said notice so willfully and maliciously published, did harass and damage the Complainants in their business, said damage to the sum of TEN THOUSAND DOLLARS (\$10,000.00).

THIRTEEN

The Complainants further show that they have spent the sum of TWO THOUSAND FORTY FOUR DOLLARS AND SIXTY EIGHT CENTS (\$2,044.68) in the improvement of said restaurant, to-wit, in the construction of

cabinets, store room, store space, building separate toilet for the colored help, reworking and putting unto operable condition one 8 x 10 Walk-in cooler, the addition of one three compartment pot washing sink, together with side arm and gas heater, and the addition of eight (8) new electrical circuits, curring inadequate wiring; and that they had signed a long-time lease on said premises and it would be impossible for them to remove said equipment and that said equipment has improved and the restaurant which they purchased from the Defendant Sellers is now worth many times the sum alleged to be due under the purchase money mortgage, not counting the credits heretofore claimed and that the Complainants would suffer irrevocable damage if the Defendant, DANIEL N. SLAY, ^{and Bernice Taylor Slay} was allowed to proceed with the sale under the foreclosure and notice heretofore shown; and that the Defendant, DANIEL N. SLAY, is not answerable in damages for his wrongful act.

F U R T H E R

Complainants further show that said sale would be void, in that the time of sale is not specified, nor mortgagors named, nor the Book and page of recording shown in the notice of sale as posted, and that the notice of sale seeks to sell property not covered by the mortgage.

WHEREFORE COMPLAINANTS PRAY that due notice of the Bill be given as required by law, requiring the Defendants to plead, answer or demur in accordance with the rules and practices of this Honorable Court.

And Complainants further pray that this Honorable Court will set a time and place for hearing this application for an Injunction, not more than ten (10) days hereafter and require the Defendants to be given at least three (3) days notice of such time and place and that ^{they} ~~he~~ be served with a copy of the Bill; and Complainants pray that on said hearing the Court will issue an order injoining the said DANIEL N. SLAY, BERNICE TAYLOR SLAY and CROSBEE SLAY, or either of them, from proceeding with the foreclosure of this mortgage until the final determination of this cause, and under such terms and conditions as the Court may approve.

COMPLAINANTS FURTHER PRAY THAT ON A FINAL HEARING OF THIS CAUSE, (and that said the Court will determine that said mortgage is not in default and order notice of sale is void) that the Complainants may pay any balance still owed in accordance with the terms of said mortgage, as Complainants have offered to do.

That the Court will find that the sum of ONE THOUSAND TWO HUNDRED THIRTY TWO DOLLARS AND FIVE CENTS (\$1,232.05) due Complainants from Defendants as damages for breach of warranty and allow same to be applied in diminution of the purchase price and mortgage debt.

That the Court find that the Complainants have been damaged in the sum of SIX HUNDRED FORTY DOLLARS (\$640.00) loss of profits in delay caused by wrongful acts of Defendants aforesaid and that said sum be used in diminution of the mortgage debt and;

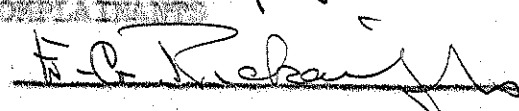
That the Court find that the Complainants have been damaged by the wrongful and willful acts of said Defendants, DANIEL N. SLAY, BERNICE TAYLOR SLAY conspiring with CROSBIE SLAY, in the sum of TEN THOUSAND DOLLARS (\$10,000.00) and that said sum be applied as a credit on said mortgage, and judgment for the excess be rendered as a personal judgment against said defendants, CROSBIE SLAY, DANIEL N. SLAY, and BERNICE TAYLOR SLAY, and that the decree show said judgment is for willful and malicious injury.

And Complainants pray for such other further or different relief as to equity may seem meet and proper.


HENRY C. DAVIDSON, COMPLAINANT


NELL F. DAVIDSON, COMPLAINANT


SOLICITOR FOR COMPLAINANTS

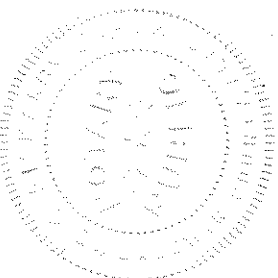
Before me, , a Notary Public in and for state and county, personally appeared HENRY C. DAVIDSON and NELL F. DAVIDSON, who are known to me, and who being first duly sworn, depose and say that they are the Complainants in the above styled cause, and they have read the above Bill and know the contents thereof, and that the statement of fact contained therein are true.


HENRY C. DAVIDSON, COMPLAINANT


NELL F. DAVIDSON, COMPLAINANT

Sworn to and subscribed before me this 19 day of July, 1957.


Notary Public, Baldwin County, Alabama



STATE OF ALABAMA)
COUNTY OF BALDWIN)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Chobee Slay and Daniel L. Slay, the Sellers, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, hereby acknowledged to have been paid to the said Sellers by Henry C. Davidson and Nell F. Davidson, the Purchasers, do hereby BARGAIN, SELL, TRANSFER AND ASSIGN unto the said Purchasers all of their right, title and interest in and to the following personal property:

All furniture, fixtures and equipment on the premises of Denny's Restaurant at 330 Fairhope Avenue, Baldwin County, Alabama, including, without limiting the foregoing, the items described on the attached list

The Sellers hereby WARRANT said property to be free and clear of all encumbrances, and that they have a perfect right to sell and deliver the same.

IN WITNESS WHEREOF, the Sellers have hereunto set their hands and seals on this 26 day of October, 1956.

Chobee Slay /s/ (seal)
Chobee Slay

Daniel L. Slay /s/ (seal)
Daniel L. Slay

State of Alabama)
County of)

I, the undersigned notary public in and for said state and county, hereby certify that Chobee Slay and Daniel L. Slay, 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 this 26 day of 1956.

Notary Public /s/
County, Alabama

" Exhibit B "

Chattel Mortgage

State of Alabama

Baldwin County

We, Henry C. Davidson and Nell F. Davidson, in consideration of Two Thousand and No/100 (\$2,000.00) Dollars paid by Chobee Slay, do bargain, sell and deliver and convey to said Chobee Slay the following personal property now in Baldwin County, Alabama, to-wit:

All furniture and equipment on the premises of Benny's Restaurant at 330 Fairhope Avenue, Baldwin County, Alabama, including the items described on the attached list

I warrant that the said property is free from all encumbrances and that I have a good right to sell the same, except as to any unsatisfied liens or judgments of record as of the date hereon.

Upon condition, however, that if I pay my certain promissory note bearing even date herewith, given to the said Chobee Slay or order, for the said sum of Two Thousand and no/100 (\$2,000.00) Dollars, with interest at the rate of eight per cent, according to the tenor of said note, then this mortgage shall be void; but if default should be made in the payment of the principal or interest above mentioned, or any part thereof, then said Chobee Slay is hereby authorized, to take possession of the above described personal property and advertise and sell the same at public sale to the highest bidder for cash, after giving 30 days notice of the time and place of said sale by one notice posted at the City Hall door of Fairhope, Ala., the said sale to take place either in front of the City Hall door of said Fairhope, Ala., or where the property is situated at the time of the default. It is agreed that the said Chobee Slay has the right to choose one of the above mentioned places as the place of sale of said property, and his choice shall be final and binding upon me. It is further agreed that the said property shall be at the place of sale at the time of the sale, whether sold at the City Hall door of Fairhope, Ala., or where the property is situated at the time of default. The proceeds of said sale shall be applied, first, to the payment of all costs of said sale, including a reasonable attorney's fee; second, to the amount due upon said note and interest; third, if any surplus remains, to be paid to the undersigned.

It is further agreed that the mortgagor herein shall retain possession of the property as the agent of the mortgagee, until default in the payment of the mortgage debt hereby secured.

Executed this 26th day of October, 1956.

Henry C. Davidson /s/ (SEAL)
Henry C. Davidson

Nell F. Davidson /s/ (SEAL)
Nell F. Davidson

The State of Alabama

County

I, _____

in and for the County and State aforesaid, hereby certify that Henry C. Davidson and Nell F. Davidson, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the said mortgage they executed the same voluntarily on the day the same bears date.

Given under my hand this 26 day of October, A.D., 1956.

" EXHIBIT C "

November 24th, 1956

"REGISTERED MAIL"

Mr. Chobee Slay
First National Bank of Mobile
Mobile, Alabama

IN RE: Sale of "Denny's Restaurant"
Fairhope, Alabama

Dear Mr. Slay,

None of the bills for labor on the items which were removed or misrepresented as to working order, have been presented to me, said items being included in the transfer of the fixtures and equipment of the above restaurant on October 26th, 1956.

However in the matter of the kitchen exhaust fan which was part of the equipment, and in place when the bill of sale was signed and the down payment made, I have paid to W.L. Walker, an electrical contractor in Fairhope the sum of \$127.43 for a similar fan and a fireproof motor as was originally there. Your brother removed the fan and motor on or about the AM of October 28th, and took it to his home, placing it in an upstairs room. This was the day we received the keys at Closing time.

Confirming our conversation of several days ago, regarding the items mentioned in the first paragraph of this letter, I will send you an itemized statement of the expenditures necessary to replace equipment and parts within two weeks.

Regarding the payment of \$100.00 plus interest, which is due November 25th, 1956, you will find enclosed the interest due, and this letter will be a receipt for \$100.00 which I am applying or crediting to your account on my books towards liquidation of the fan expenditure plus installation charges.

When the principal monthly payments have reached an amount which reimburses me and Mrs. Davidson for the amounts which will appear on the statement, regular installments plus interest will be resumed as agreed in the mortgage you hold.

Very truly yours,

Henry C. Davidson /s/

" Exhibit D "

December 20th, 1956

REGISTERED OR INSURED
MAIL

Re: Sale of Denny's Restaurant, Fairhope, Alabama

Mr. Chobee Slay
1st National Bank of Mobile
Main Branch
Mobile, Alabama

Dear Mr. Slay:

The following is a list of the items mentioned
in my letter to you dated November 24th, 1957:

Sales Tax Judgment against the equipment purchased from you; Original amount \$283.15; estimated due now,	\$350.00
Kitchen exhaust fan and labor,	156.00
Refrigerator, (equipment purchased as "good" not repairable;)	145.00
Dishwasher, (lower rinse arm, parts & labor) represented "good condition"	55.00
Hot Water Heater, & installation labor (hot water heater purchased, not repairable, the represented "good condition")	305.54
	<hr/>
	\$1011.54

I will be glad to meet with you, and exhibit paid
and due bills for the above items, if you will set up a time
and place convenient to both of us.

I find that you have not presented the interest check
for payment, which was sent to you on November 25th, 1956. If you are
not going to present it for payment, please advise. I will be glad to
pay the interest each month on the balance due you, after deducting the
above items, until these items have been reimbursed to me; and that time
regular payments according to the mortgage will be forwarded. If you
prefer, total deduction of principal and interest will be credited to
the monthly payments due. Balance due you is \$888.46.

Very Truly yours,

Henry C. Davidson /s/

Exhibit 1

ENCLOSURE NOTICE

STATE OF ALABAMA

BALDWIN COUNTY

Default having been made in the terms of the mortgage executed to Chester Slay and assigned to the undersigned, Daniel E. Slay and Bernice Taylor Slay, said instrument being dated October 26, 1956, and said default continuing, we the undersigned Daniel E. Slay and Bernice Taylor Slay will sell at public outcry for cash to the highest bidder in front of Rafer's Restaurant, Fairhope, Baldwin County, Alabama, between the legal hours of sale, on the 5th day of August, 1957, the following described property, to-wit:

All furniture, fixtures and equipment on the premises of Rafer's Restaurant at 330 Fairhope, Avenue, Baldwin County, Alabama including the items described on the attached list.

- 2 Large potted plants with several smaller plants
- 1 Lot table silver plate, international triple plate
- 1 Lot Syracuse China
- 20 Sugar bowls
- 20 Salt and pepper shakers, ash trays
- 1 Case water glasses, ice tea glasses
- 12 Service Trays
- 1 Cashier stool
- 1 Check writing machine - Serial No. 15046608
- 1 Chrome finish napkin holders
- 1 Stainless steel silver trays
- 1 Stainless steel coffee pot 1 gallon
- 1 Stainless steel coffee pots, one half gallon
- 1 Snoker stand
- 1 Small linen top tables
- 1 Large linen top tables
- 1 Formica top tables with stainless steel base
- 1 Upholstered chairs
- 1 Linen and duran covered lounge
- 1 Child's high chairs
- 1 Cigar case
- 1 Pie case stainless steel
- 1 Fruit juicer, make Hamilton Beach
- 1 3-5m coffee maker
- 1 Coffee stand and hood, stainless steel
- 1 Stainless steel tea urn 3 gallon
- 1 Kelvinator dry box, 4 holes
- 1 Unit carrier air conditioner - 5 tons
- 1 Stainless steel service stand
- 1 Wood service stand
- 1 Hat racks - wood
- 1 Units) Booths, complete with chrome finish hat racks
- 1 Plate glass mirror 36" x 48"
- 1 Framed pictures, 24" x 24"
- 1 Unit counter top, Formica - 28 feet
- 1 Stools, stainless steel, with duran plastic covered top
- 1 Unit water cooler with ice compartment, floor model
- 1 Counter top, Formica, back bar type
- 1 Water bin with ice compartment, stainless steel
- 1 Unit neon sign complete, incl. name, Chef Danny's Restaurant plus two neon window signs, name, Chef Danny's Restaurant plus set of neon tubing around front of building
- 1 Range, Garland, combination, commercial, Serial No. 87328

Canopy and wall bank, stainless steel
Sandwich tables, maple top, metal base - 1 with pot rack
Stainless steel top and back steam table, 10 holes
Robart dishwasher, Serial No. 44353
Toaster, Toastmaster, Serial No. 15627
Water heater, day and night, size 10, Serial No. 44961
Walk-in Cooler, Larkin unit, stainless steel, complete
Robart Meat grinder, Serial No. 1083427, Model No. 4312
Robart Meat slicer, Serial No. 1006487
Bussman Commercial cooler, 3 door
Fourteen heater
Lot cook hand tools
Lot utensils
Dish trays, stainless steel
Range, Detroit Jewel, commercial
Cash register, chrome finish, Serial No. 1944-30-12-1 10
Desk, wood, painted lime
Hotpoint fry tray, Serial No. 4027574
Large refrigerator, 2-door, commercial type
Maple base chopping block
Work table, inlaid linoleum top
Child booster chairs
Hotpoint Fryolator, Serial No. 4120104
Case Fluorescent tubes
French fry cutter - wall type
Model 200 Robart Steamster
Reynolds 2-speed mixer, Serial No. C-27189 - complete

Said sale is made for the purpose of paying the mortgage debt and cost and expenses of foreclosure.

Witness our hands this 5th day of July, 1957.

4084

Lawson et al

vs

Gray

Original Bill

FILED

JUL 19 1957

ALICE J. DUCK, Register