3946

V. B. RHODES, Complainant, VS. W. C. BEEBE and LEWIS COTTON, Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY ALABAMA. IN EQUITY.

This cause coming on to be heard was submitted upon the original bill of complaint and the original and amended demurrers thereto.

The Court, after considering the pleadings and hearing argument of the respective Solicitors of record, is of the opinion that the demurrers are not well taken and should be over-ruled -

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the demurrers herein filed be and the same are hereby overruled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondents are hereby given 30 days in which to file additional pleadings.

Hubert M Hare
Judge, 28th Judicial Circuit
of Alabama.

V. B. RHODES,	)	IN THE CIRCUIT COURT OF
COMPLAINANT	)	
VS	)	BALDWIN COUNTY, ALABAMA,
W. C. BEEBE and LEWIS COTTON,	)	
DEFENDANTS	)	IN EQUITY

Comes Lewis Cotton, defendant in the above styled cause and answering complainant's bill of complaint and every allegation made in each paragraph thereof says:

That he does not know the facts, terms or conditions of any lease agreement existing between the complainant and the defendant, W. C. Beebe and, hence, he denies every allegation made in the said complainant not herein specifically admitted and demands strict proof of the same;

Further answering the said bill of complaint defendant says that after he had rented the premises of W. C. Beebe in Sections 30 and 31, Township 2 South, Range 3 East, the complainant attempted to get him to lease to him a small portion thereof consisting of approximately 45 acres on which wheat was planted; that this defendant had purchased the necessary tools and equipment for the cultivation of the whole of the said property and had made all necessary arrangements therefor and was not in position to rent the said portion of the said premises to the complainant and did refuse to rent to him on the basis that he desired to rent the same.

Further answering the said bill of complaint and every allegation thereof, this defendant says that he did not state to complainant that the wheat growing thereon was an inducement to him to rent the said premises.

Further answering the said bill of complaint this defendant says that he, having rented the said premises from the said W. C. Beebe, under the laws of the State of Alabama, is the owner of any growing or un-matured crops thereon, including the said wheat; that he is in possession of the whole of the said premises and has a legal right to the full use and enjoyment thereof and that the complainant

has no interest in the said wheat growing on the said premises or any right to possession of the whole or any part of the said lands, including the said wheat field.

And now having fully answered the said bill of complaint defendant prays that he may go hence with his reasonable cost in this behalf expended.

J. B. Blackburn

3946

V B Rhodes

vs

W C Burbeitz

Answer

of

Denis Callan

FILED

MAR 29 1957

ALICE J. BUCK, Register

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. C. Beebe and Lewis Cotton to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by V. B. Rhodes, as Complainant, against W. C. Beebe and Lewis Cotton, as Respondents.

Witness my hand this 4 day of January, 1957.

Register

V. B. RHODES, Complainant,	I	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY
vs.	I	
W. C. BEEBE and LEWIS COTTON, Respondents.	I	

Comes your Complainant in the above styled cause and shows unto Your Honor as follows:

FIRST:

That your Complainant and the Respondents are all over the age of twenty-one years and are resident citizens of Baldwin County, Alabama, residing in Bay Minette, Alabama.

SECOND:

That on or about April 17, 1950, the Respondent, W. C. Beebe sold your Complainant a growing crop which was located upon certain lands owned by such Respondent in Baldwin County, Alabama, situated in Sections 29, 30 and 31, Township 2 South, Range 3 East, and placed such Complainant in possession of said lands. That the Respondent, W. C. Beebe, entered into an oral agreement with the Complainant that the said W. C. Beebe would rent the lands owned by him and located in the above sections to such Complainant but no

rent would be due by the Complainant to the Respondent for the year 1950 as such rent was included in the sale price of the growing crop. It was further orally agreed between the Complainant and the Respondent, W. C. Beebe, that they would enter into a written lease for a period of five (5) years from November 1, 1950 to November 1, 1955 with an option in such lease for the Complainant to renew such lease for an additional five (5) years under the same terms and conditions. Such written agreement was to provide that the Complainant would pay the Respondent, W. C. Beebe, as rent on said land, the sum of Six Hundred Sixty Dollars ($660.00) for each year, the date of such payment to be approximately the end of each rental year. Although the Complainant made repeated demands upon the Respondent, W. C. Beebe, for such written lease, such Respondent failed and refused to prepare such lease and furnish the same to your Complainant for his signature. In the absence of such written agreement your Complainant has been farming such land and paying such rent without any memorandum of any type.

THIRD:

Your Complainant further shows unto Your Honor that he farmed the land above referred to for 1951 and on November 2, 1951 he paid the said W. C. Beebe the sum of Six Hundred Sixty Dollars ($660.00) as rent for the year ending November 1, 1951; That he farmed such land in 1952 and paid the said W. C. Beebe the sum of Six Hundred Sixty Dollars ($660.00) on November 3, 1952; that he farmed such land in 1953 and paid the said W. C. Beebe the sum of Six Hundred Sixty Dollars ($660.00) on November 18, 1953; that he farmed such land in 1954 and paid W. C. Beebe the sum of Six Hundred Sixty Dollars ($660.00) on November 29, 1954; that he farmed the land in 1955 and paid W. C. Beebe the sum of Six Hundred Sixty Dollars ($660.00) on October 31, 1955; that he farmed such land in 1956 and paid W. C. Beebe the sum of Six Hundred Sixty Dollars ($660.00) on November 25, 1956.

Your Complainant further shows unto Your Honor that at no time during the rental period above set out has there been any written agreement or any oral agreement other than the agreement made and entered into in April of 1950. That about the first of October,

1954, the Complainant planted oats upon a portion of the lands leased by him from W. C. Beebe which oats were grazed by him in the Spring of 1955. That about October 1, 1955 the Complainant planted wheat on a portion of the lands leased by him from W. C. Beebe and such wheat was harvested by him in May of 1956. That about the first of October 1956, the Complainant again planted wheat upon approximately forty-eight (48) acres of the lands leased by him from the Respondent, W. C. Beebe, which more particular description of said land upon which such wheat is planted being as follows: said tract of land is bounded on the West by the White House Fork road; on the South by the South line of Section 31, Township 2 South, Range 3 East; on the East and North by timber and pasture lands owned by the Respondent, W. C. Beebe. That the Respondent, W. C. Beebe knew that such Complainant had planted oats upon said land and had planted wheat in the Fall of 1955 and had again planted wheat in the Fall of 1956. At no time did such Respondent, W. C. Beebe object to the planting of such Winter crops and at no time did he inform your Complainant that he expected to terminate the rental contract. At the time the rental year for 1957 began on November 1, 1956, such wheat was already planted and prior to that date the Respondent W. C. Beebe had not informed the Complainant that he would not allow him to farm said land for the coming crop year. During the month of November, 1956, the Respondent, W. C. Beebe, attempted to persuade your Complainant to enter into a different lease agreement with him by which your Complainant would be required to place all of his pasture land into row crops at his own expense for the purpose of qualifying all of such land under the Soil Conservation Program and such Respondent, W. C. Beebe, informed your Complainant in November, 1956, that if such arrangement was entered into his lease would terminate November 1, 1958. Your Complainant refused to enter into such agreement with the said W. C. Beebe.

FOURTH:

Your Complainant further shows unto Your Honor that in planting such wheat including preparation of the ground, seed and

fertilizer that he has expended to this date approximately Fifteen Hundred Dollars ($1,500.00), not including rental upon said land. That such wheat is now in good condition and will not require further cultivation in order that it may be harvested. That such wheat will be ready for harvesting approximately the last of May, 1957. That the said W. C. Beebe has known for the last two years that the Complainant was planting Winter crops on such land and with such knowledge the said W. C. Beebe did not notify your Complainant of his intention to cancel the lease until he gave your Complainant written notice on December 31, 1956, to vacate said property and ordered your Complainant not to go upon said property after 12:00 o'clock midnight December 31, 1956. Upon receiving such notice your Complainant informed the said W. C. Beebe that he would stay off all of said land except the said land on which the wheat was planted but that it would be necessary for him to return to that portion of said land for the purpose of harvesting said wheat. The said W. C. Beebe then informed your Complainant that he had rented said land to the Respondent, Lewis Cotton for the year 1957 and that he was going to allow Lewis Cotton to take possession of your Complainant's wheat. Your Complainant then discussed the matter with Lewis Cotton and was informed by him that the only reason that he had agreed to lease said land from W. C. Beebe for 1957, was because he was to get the wheat, as a bonus. The said Lewis Cotton further informed your Complainant that if he attempted to go upon said land and harvest the wheat that he would be trespassing. Your Complainant has sought to sub-lease the wheat land from Lewis Cotton and pay him an amount equal to or in excess to what Lewis Cotton was paying W. C. Beebe for the land and the said Lewis Cotton has refused to enter into any agreement with your Complainant by which he can recover his wheat.

FIFTH:

Your Complainant further shows unto Your Honor that such wheat was planted by him without any knowledge on his part that the Respondent, W. C. Beebe would attempt to change the terms of his lease or would attempt to cause him to vacate said property. That this is the third Winter crop that he has planted with the knowledge of

W. C. Beebe and without any objection on his part. That when your Complainant paid the rent for 1956 to W. C. Beebe on November 25, 1956, he was not informed by such Respondent that the lease would not continue another year. That such wheat is an emblement which was produced by your Complainant from said land and which the Complainant should be allowed to harvest within a reasonable time. That your Complainant has been denied the right, by both parties, to harvest such wheat and your Complainant will suffer serious damage if he is not allowed to harvest the same.

Your Complainant hereby offers to do equity and to abide by the decrees of this Court. Your Complainant has no adequate remedy at law.

PRAYER FOR PROCESS

The premises considered, your Complainant prays that the above named W. C. Beebe and Lewis Cotton, be made parties Respondent to this cause by the usual Writ or process of this Honorable Court requiring them to appear and plead, answer or demur within the time and under the penalties prescribed by the rules of this Court and the Statutes in such cases made and provided.

PRAYER FOR RELIEF

The premises considered, your Complainant prays that this Honorable Court will cause to be issued a permanent Writ of Injunction to be directed to the Respondents, W. C. Beebe and Lewis Cotton, restraining and enjoining such Respondents, their agents, servants and employees, from entering upon the land above described upon which your Complainant's wheat is now growing and from interferring with such wheat in any way and that such Respondents be enjoined from preventing your Complainant from going upon such land and from interferring in any way with your Complainant as he seeks to harvest the wheat he has planted upon said land. Your Complainant further prays that this Honorable Court will enter an order and decree allowing him to harvest the wheat which he has planted on the above described lands, at a time to be fixed by this Court, when the same is ready for harvesting and to ascertain whether your Complainant shall be required to

pay the said W. C. Beebe any rent upon such land for the period of time that it is occupied by him. That upon a final hearing of this cause that your Complainant be granted such other and further relief to which he may be entitled and your Complainant will ever pray.

V. B. Rhodes
Complainant

CHASON & STONE
Solicitors for Complainant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Blanche White, a Notary Public, in and for said County in said State, personally appeared V. B. Rhodes, who is known to me and who after being by me, first duly and legally sworn, deposes and says under oath as follows:

That his name is V. B. Rhodes; that he is the Complainant in the above styled cause; that he signed the foregoing Bill of Complaint and that all the matters and facts alleged therein are true and correct.

V. B. Rhodes

Sworn to and subscribed before me on this the 4th day of January, 1957.

Blanche White
Notary Public, Baldwin County, Alabama

V. B. RHODES,	)	IN THE CIRCUIT COURT OF
COMPLAINANT	)	
VS	)	BALDWIN COUNTY, ALABAMA,
W. C. BEEBE and LEWIS COTTON,	)	
DEFENDANTS	)	IN EQUITY

Comes W. C. Beebe, defendant in the above styled cause, and answering complainant's bill of complaint and each count thereof separately and severally says:

FIRST: He admits the allegations of paragraph one.

SECOND: He admits the allegation of paragraph two that the defendant sold to the complainant a growing crop on the lands described in the bill of complaint and rented the premises to the complainant for the year 1950; he denies that they entered into an oral agreement for the year 1950 and says that the agreement of the purchase of the said growing crop and for the rental for the year 1950 was in writing, under the terms of which, the lease was to and did terminate December 31, 1950. Defendant admits that there was no cash rental to be paid for that year.

Further answering the said bill of complaint this defendant says that the full and complete facts relating to the leasing of this defendant's lands to the complainant are as follows: That on April 17, 1950 the complainant purchased this defendant's live stock and growing crops on defendant's lands in Sections 30 and 31, Township 2 South, Range 3 East, Baldwin County, Alabama, consisting of approximately 220 acres of cultivated lands, and this defendant and the complainant entered into a written lease agreement whereby this defendant leased to the complainant his entire holdings in Sections 30 and 31, consisting of approximately 935 acres, 220 of which was in cultivation and the remainder in woods pasture, without cash rental therefor for the year 1950; said lease under and by virtue of its terms expired December 31, 1950; that during the latter part of the year 1950 the complainant

approached this defendant for a five year lease of said premises on the following terms: that the complainant would pay to this defendant $660.00 a year rental payable on October 1st, and that the complainant would cultivate in a proper and husbandlike manner all of the cleared lands on the premises, he would keep the buildings, fences and terraces thereon in a good state of repair, he would furnish all labor therefor, this defendant would furnish any and all necessary and proper materials needed for such repairs; that this defendant reduced such lease to writing fixing the expiration date thereof October 1, 1955; that defendant mailed two copies of such lease to the complainant with the request that he sign the same and return one copy thereof to this defendant; that the complainant never signed and returned the same; that the complainant objected to the term of the expiration of the lease, viz: October 1st, and insisted upon an expiration date as of December 31st; that subsequent thereto in November, 1951 this defendant again reduced the said terms of the said lease agreement to writing and advised the complainant that he had done so and requested him to come by the office of the defendant and sign the same, which said lease agreement as written placed the expiration date as of October 1, 1956 and was for a period of five years commencing October 1, 1951 and ending October 1, 1956; the complainant again objected to October 1st as the expiration date thereof and insisted upon December 31st as the expiration date thereof and the said lease agreement was never signed by either of the parties thereto; that subsequent thereto in the Spring of 1952 the complainant and this defendant entered into an oral agreement embodying the terms hereinabove set out, except that the expiration date thereof was agreed to be December 31st, and such lease was agreed to run for a period of five years commencing January 1, 1952 and expiring December 31, 1956; the annual rental under the said oral agreement to be paid by the complainant to this defendant was $660.00, payable on October 1st of each year; that under and by the terms of the said oral agreement

the complainant was to cultivate all cultivatable lands in a proper and husbandlike manner, namely: 220 acres; to keep all of the fences, buildings and terraces on the said premises in a good state of repair, complainant to furnish the labor therefor and this defendant to furnish materials;

Further answering the said bill of complaint defendant says that there was never at any time any agreement between this defendant and the complainant that the complainant would have the right and option to extend or renew the said lease for an additional period of five years beyond December 31, 1956; that the complainant knew and was at all times fully aware of the fact that the term of his lease expired December 31, 1956; that on numerous occasions during the year 1956 and prior to complainant's planting any wheat on defendant's premises, this defendant and the complainant discussed the fact of the term of his lease expiring December 31, 1956; that the complainant had not kept and performed his agreement to cultivate all of the said lands and to keep the buildings, fences and terraces in a good state of repair; that on numerous occasions and prior to the planting by the complainant of wheat on the said premises in October, 1956, this defendant told the complainant that he would not lease the premises to him after the expiration of the term, namely: December 31, 1956, unless complainant would cultivate all of the cultivatable lands on the said premises, namely: 220 acres, and would put the buildings, fences and terraces on the said premises in a proper state of repair; and the complainant never at any time offered to rent the said premises or any portion of the same under such terms and stated to the defendant on numerous occasions that he would not do so; that when complainant planted the said wheat on defendant's premises the complainant knew that his term expired December 31, 1956 and that he had refused to rent the same on the terms and conditions stated herein, which said terms were but to require complainant to fulfill the terms of his lease and to repair the damage resulting from complainant's breach of such terms in not cultivating the same and in not keeping the buildings, fences and terraces on the same in repair as aforesaid; the complainant

knowing that his lease expired December 31, 1956 and being unwilling to re-lease the same on the terms herein set out abandoned the said premises long prior to December 31st, moved his stock and equipment therefrom, and it was only after this defendant had leased the said premises to the defendant, Lewis Cotton, that the complainant offered to lease any portion of the said premises and then only to lease a portion of the said premises; that on the morning of December 31st, in the office of this defendant, this defendant offered to lease the said premises to the complainant on the terms outlined in this answer, namely: that he pay $660.00 rent; that he cultivate all of the 220 acres of cultivatable lands; that he repair the fences, buildings and terraces; and the complainant flatly refused to rent the same on such terms and after such refusal and while complainant was still in this defendant's office, this defendant offered to rent him all that portion of the said premises lying East of the Whitehouse Fork paved road consisting of approximately 80 acres of cultivatable lands, on which the wheat was planted, and approximately 300 acres of woods pasture, on the terms that he pay $300 an acre rental for the 80 acres of cultivatable lands, cultivate the 80 acres and keep the fences, buildings and terraces in repair; that the complainant refused to rent the said portion of said premises on such terms; whereupon this defendant wrote and delivered to complainant a letter forbidding him to tresspass on the premises after midnight of that day, namely: December 31, 1956; that after the complainant had refused to rent the whole of the said premises or the Eastern portion thereof as aforesaid, this defendant leased the whole of the said premises to the defendant, Lewis Cotton; that it was only after this defendant had leased the said premises to Lewis Cotton and after Lewis Cotton had purchased equipment and made necessary arrangements to operate the said farm and late in the day of December 31, 1956 the complainant, through his solicitor in this cause, asked defendant to lease him the portion of the said premises East of the road aforesaid, on the terms aforesaid, and this defendant having entered into a lease agreement with the defendant, Lewis Cotton, was not in position to lease that portion of the said premises to the complainant;

the defendant further says that the complainant has at all times, for more than four and one-half years continuously, known that under the verbal agreement between him and this defendant that his lease term expired December 31st, 1956; that the allegation in his bill of complaint that under their oral agreement his lease expired October 31, 1955 is untrue and is made for the first time in his bill of complaint and is made therein solely in an effort to give him colorable excuse to unlawfully hold a portion of defendant's lands over and beyond the expiration of his lease.

Defendant denies any and all allegations made in said paragraph two not herein specifically admitted or stated.

THIRD: Answering paragraph three of the said bill of complaint this defendant admits the allegation therein made as to payment of rental, both as to amounts and dates.

Further answering the allegations of the said paragraph three this defendant says that if the complainant planted oats in the year 1954 to mature in the Spring of 1955 and in the Fall of 1955 to mature in May, 1956, this defendant had no knowledge of the same; that it was immaterial to this defendant under their lease agreement as set in paragraph two of this answer as to whether or not he planted oats at such times to mature at such times since the complainant's lease agreement extended to December 31, 1956 as set out in paragraph two hereof;

Further answering the allegations of said paragraph three this defendant says that at no time prior to the planting of the said wheat did the complainant inform this defendant that he intended to plant wheat to mature after the term of his lease, namely: in the spring of 1957, that this defendant had no knowledge of such planting of such wheat until after the same was planted; that the complainant at the time of the planting of such wheat, knew that his term of lease expired December 31st, 1956 and knew that this defendant would not re-lease the premises to him except under the terms and conditions set out in paragraph two hereof; such fact and such terms and conditions were discussed by this defendant with the complainant on numerous occasions prior to the planting of any such wheat; this defendant never

at any time undertook to persuade complainant to rent his lands, but did state to him on numerous occasions during the summer and in the early fall of 1956 the fact of the termination of complainant's lease on December 31st, 1956 and of the fact that he would not rent to him thereafter except on the terms and under the conditions set out in paragraph two hereof.

Defendant denies any and all allegations made in said paragraph three not specifically admitted in this answer.

FOURTH: Answering the fourth paragraph of the bill of complaint defendant says he does not know the cost of planting wheat or the moneys spent by the complainant in planting, if any, and demands strict proof of the allegations made in his complaint;

Defendant further says that he does not know when the said wheat planted by the said complainant should be harvested; that he has never planted wheat and knows nothing of the time of planting and of harvesting and of the cost of such.

Defendant denies that he knew the complainant had planted winter crops to be harvested in the spring for two years prior to 1956 and further says that any planting thereof in the years 1954 and 1955 was immaterial to this defendant for this defendant expected to and did live up to his agreement for a lease of the said premises to the complainant for the term ending December 31, 1956.

Defendant denies all other allegations in paragraph four not in this answer specifically admitted.

FIFTH: Answering the fifth paragraph of the bill of complaint this defendant says that the complainant did know at the time of the planting of the wheat that this defendant would not lease the premises to him after December 31st, 1956, except on the terms and conditions set out in paragraph two hereof, namely: that complainant pay $660.00 annual rental; that he cultivate all of the cultivatable lands, namely 220 acres; that he keep in proper state of repair the fences, buildings and terraces thereon;

Defendant further says that this defendant did not know that the complainant planted winter crops to be harvested in the Spring on the said premises;

Further answering the allegations of the said paragraph this defendant says that he does not recall whether or not at the time of the payment of the rental on November 25, 1956 that there was any discussion between the complainant and the defendant as to the leasing of the said premises beyond the termination thereof, namely: December 31, 1956, but this defendant says that on numerous occasions prior thereto, as early as midsummer and at divers times prior to November 25, 1956 and prior to October, 1956 this defendant and complainant discussed the expiration date of complainant's lease and they both agreed that the expiration date of his lease was December 31, 1956, all of which was known to the complainant at and prior to the planting of the wheat, and this defendant had told the complainant on numerous occasions, as early as midsummer and at divers times prior to November 25, 1956 and prior to October 56, that he would not rent the premises to the complainant beyond December 31, 1956 except on the terms and conditions set out in this answer;

Further answering the allegations of paragraph five this defendant says that the complainant under the laws of the State of Alabama has no right, legal or moral, to enter on the premises of the defendant to harvest the wheat planted by him as alleged in his bill of complaint, he having planted the same knowing that the same would not mature prior to the termination of his lease and knowing that his lease terminated on a date long prior to the maturity of the wheat and he knowing that this defendant would not re-lease the premises to him except on terms and conditions which the complainant had refused to accept; that the planting of the said wheat by the complainant, he at the time of the planting knowing that his lease expired December 31st, 1956 and that the wheat would not mature until long after the expiration of his lease, was a deliberate and premeditated attempt on the part of the complainant to hold a portion of this defendant's premises over and beyond the end of his lease term without legal or moral right thereto and he now by this action seeks to have this court confirm him in such illegal act as aforesaid.

SIXTH: Further answering the said bill of complaint this defendant says that the premises of this defendant rented to the complainant consisted of approximately 920 acres, 220 of which at the time of the complainant's first rental was in a high state of cultivation, with good fencing thereon, and the same was properly terraced; that the remainder of the said lands were woods pasture and fenced entirely around the outside and fenced off from the cultivatable lands; that the cultivated lands were cross fenced into seven separate and distinct units or fields; that the said lands also had thereon two tenant houses, a corn crib, two cotton houses, barn and shed, and approximately five miles of outside fences and approximately five miles of cross fencing; that there was also on the cultivated portion of the said lands several hundred feet of terraces in a good state of repair; that under the terms of the lease between this defendant and the complainant, the complainant was to keep the said buildings, terraces and fencing in a good state of repair and to furnish any and all necessary labor therefor; that this defendant has fully kept and performed any and all agreements and undertakings by him relating to the said lease; that the complainant breached the said agreement in this that: he did not maintain but permitted almost all of the outside fencing to rot down, that he neglected to repair and permitted approximately two miles of cross fencing to rot down, and cut the same in numerous places, completely destroying approximately two miles of such fencing; that he did not keep the terraces therein in a good state of repair, but permitted the same to wash and to be completely destroyed; that he further breached his said agreement to keep the buildings leased to him in a good state of repair; that he neglected to repair and permitted the two tenant houses to become delapidated, windows and doors broken and generally to become in a state of dis-repair beyond the possibility of use; that he neglected to keep in repair and permitted the crib to fall down, permitted the said two cotton houses to rot down completely; defendant further says that under the terms and conditions of the rental of the said premises by this defendant to the complainant the complainant was to

cultivate the said premises and the whole of the same in a proper and husbandlike manner and that he breached the said agreement in that he did not cultivate the whole of the said property or even one-half of the same in a proper and husbandlike manner; that he did not cultivate approximately 120 acres of the cleared lands and permitted the same to grow up in briars, weeds, persimmon, pine and other bushes, so that a large part of the said 120 acres had become, through the complainant's breach of his agreement, wholly unsuitable for cultivation without the expenditure of large sums of money for the clearing of the same of weeks, bushes and briars, and this complainant further says that the complainant has damaged this defendant in his said breaches of the said agreement as aforesaid in the sum of $2,000.00.

And now having fully answered complainant's bill of complaint defendant prays that this be taken as his cross-bill; that the said complainant, V. B. Rhodes, be made party defendant hereto and be required to plead, answer or demur to the same within the time and under the pains and penalties prescribed by law; this defendant and cross-complainant further prays that upon the final hearing of this cause this Honorable Court will make and enter an order and decree denying relief to the said V. B. Rhodes and order and decree that the said V. B. Rhodes has no right, title or interest as lessee or otherwise in and to the lands heretofore rented by this defendant and cross-complainant to the said V. B. Rhodes or any part thereof, or in and to the wheat crop planted by the said V. B. Rhodes on this defendant and cross-complainant's land.

This defendant and cross-complainant further prays that upon the final hearing of this cause this Honorable Court will find, ascertain and decree that the said V. B. Rhodes has damaged this defendant and cross-complainant, in and by his breach of his lease agreement, in and for the sum of $2,000.00, or such sum as this Honorable Court shall find to have resulted to this defendant and cross-complainant flowing in and from the breach by the said V. B. Rhodes of his lease

agreement with this defendant and cross-complainant, and this defendant and cross-complainant prays for such other, further or different relief as in equity, he shall be entitled to receive in the premises and this cross-complainant places himself wholly within the jurisdiction of this Court and offers to do and perform whatsoever this Court shall require of him.

J. B. Blackburn

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned Notary Public in and for said State and County, this day personally appeared W. C. Beebe, who being by me duly sworn deposes and says: That he has read and knows the facts stated in the foregoing answer and cross-bill in the case of V. B. Rhodes vs W. C. Beebe and others, pending in the Circuit Court of Baldwin County, Alabama, in equity; that the facts stated therein are true.

W C Beebe

Sworn to and subscribed before me this the 29 day of March, 1957.

Floyd B. Lowenings
Notary Public, Baldwin County, Ala.

3946

C B Rhodes
vs
W C Beckett

Answer
W C Beckett

FILED
MAR 29 1957
ALICE J. BUCK, Register

V. D. RHODES,	)	IN THE CIRCUIT COURT OF
Complainant,	)	
vs.	)	BALDWIN COUNTY, ALABAMA
W. C. BEEBE and LEWIS COTTON,	)	IN EQUITY
Defendants.	)	

Comes the Complainant in the above styled cause and for answer to the cross-bill filed by W. C. Beebe in said cause and says:

The Complainant denies each and every allegation of the cross-bill and demands strict proof thereof.

CHASON & STONE

By: _____
Solicitors for Complainant

V. B. RHODES,		IN THE CIRCUIT COURT OF
COMPLAINANT		
VS		BALDWIN COUNTY, ALABAMA,
W. C. BEEBE AND LEWIS COTTON,		
		IN EQUITY
RESPONDENTS		

Come the defendants in the above styled cause and demurring to complainant's bill of complaint say:

ONE: There is no equity in the bill.

TWO: The bill of complaint alleges no facts entitling the complainant to the relief prayed for.

THREE: The bill of complaint shows on its face that the complainant is not entitled to the relief prayed for.

FOUR: The bill of complaint shows on its face that the complainant has no right, title to or interest in the wheat alleged to have been planted on defendant W. C. Beebe's land.

FIVE: The bill of complaint shows on its face that the complainant has no right to enter on the premises of the defendant, W. C. Beebe; and harvest the crop of wheat alleged to have been planted thereon by complainant.

SIX: The complaint shows on its face that the field of wheat alleged to have been planted on defendant W. C. Beebe's land was planted at a time when it could not mature prior to the termination of complainant's rental contract.

SEVEN: The complaint shows on its face that the field of wheat alleged to have been planted on W. C. Beebe's land was planted at a time when it did not mature prior to the termination of complainant's rental contract.

EIGHT: The complaint shows on its face that the complainant's term of lease would expire prior to the maturity of the wheat alleged to have been planted by him.

NINE: The complaint shows on its face that the complainant planted the crop of wheat knowing that it would not mature prior to the termination of his lease and that the complainant has no right to the said crop or right to enter on the said premises.

TEN: Said complaint does not allege that the said defendant, W. C. Beebe, consented to the planting of the wheat alleged to have been planted by complainant prior to its planting or that defendant knew such crop of wheat was being planted, or that defendant knew that the complainant was planting a crop thereon that would not mature prior to the termination of the lease.

ELEVEN: Said complaint does not allege that the said defendant, W. C. Beebe, agreed to re-lease the premises described in the complaint to the complainant for another year.

TWELVE: For ought that appears in said complaint the said defendant, W. C. Beebe, was under no obligation to advise complainant that the property would not be leased to him for another year prior to the time he alleged he planted wheat thereon.

THIRTEEN: Said complaint shows on its face that the wheat alleged to have been planted on the premises described in the complaint were planted without the knowledge and consent of the defendant, W. C. Beebe, and at a time when the complainant knew that his lease would expire before the said crop would mature.

FOURTEEN: For ought that appears in the said complaint the complainant planted the crop of wheat alleged to have been planted on the premises described in the complaint knowing that the same would not mature before the termination of his lease under the assumption that the existance of such un-matured crop would compel the defendant, W. C. Beebe, to rent to him for another year.

FIFTEEN: For ought that appears in the said complaint the planting of the wheat alleged in the complaint to have been planted on the premises of W. C. Beebe was a deliberate, premediated attempt by complainant to hold the land of the said defendant, W. C. Beebe, over and beyond the termination of the complainant's lease term.

SIXTEEN: The complaint shows on its face that the complainant wrongfully and without authority planted the crop of wheat on the land of defendant, W. C. Beebe, knowing that the same would not mature

prior to the termination of this lease term and now by this action seeks to have this court perpetuate his possession and use of said defendant's land.

SEVENTEEN: The complaint shows on its face that in and by this action the complainant seeks the offices of this court to confirm in him the fruits of an illegal and wrongful act perpetrated by complainant.

J. B. Blackburn
Solicitor for
Respondents

V. B. RHODES, Complainant, vs. W. C. BEEBE AND LEWIS COTTON, Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY. NO. 3946.

AMENDED DEMURRER

Now come the Respondents, each separately and severally, and amend the demurrer heretofore filed in this cause by them, and assign as grounds thereof, separately and severally, the following:

1. There is no equity in the bill.

2. The Bill of Complaint alleges no facts entitling the Complainant to the relief prayed for therein.

3. The Bill of Complaint shows on its face that the Complainant is not entitled to the relief prayed for therein.

4. The Bill of Complaint shows on its face that the Complainant has no right, title to or interest in the wheat alleged to have been planted on Respondent, W. C. Beebe's land.

5. The Bill of Complaint shows on its face that the Complainant has no right to enter on the premises of the Respondent, W. C. Beebe, and harvest the crop of wheat alleged to have been planted thereon by Complainant.

6. The Complaint shows on its face that the field of wheat alleged to have been planted on Respondent, W. C. Beebe's land was planted at a time when it could not mature prior to the termination of Complainant's rental contract.

7. The Complaint shows on its fact that the field of wheat alleged to have been planted on W. C. Beebe's land was planted at a time when it did not mature prior to the termination of Complainant's rental contract.

8. The Complaint shows on its face that the Complainant's term of lease would expire prior to the maturity of the wheat alleged to have been planted by him.

9. The Complaint shows on its face that the Complainant planted the crop of wheat described in the Bill of Complaint knowing that it would not mature prior to the termination of his lease and that the Complainant has no right to the said crop or right to enter on the said premises.

10. Said Complaint does not allege that the said Respondent, W. C. Beebe, consented to the planting of the wheat alleged to have been planted by Complainant prior to its planting or that said Respondent knew such crop of wheat was being planted, or that said Respondent knew that the Complainant was planting a crop thereon that would not mature prior to the termination of the lease.

11. Said Complaint does not allege that the said Respondent, W. C. Beebe, agreed to re-lease the premises described in the Complaint to the Complainant for another year.

12. For aught that appears in said Complaint the said Respondent, W. C. Beebe, was under no obligation to advise Complainant that the property would not be leased to him for another year prior to the time he alleged he planted wheat thereon.

13. Said Complaint shows on its face that the wheat alleged to have been planted on the premises described in the Complaint was planted without the knowledge and consent of the Respondent, W. C. Beebe, and at a time when the Complainant knew that his lease would expire before the said crop would mature.

14. For aught that appears in the said Complaint the Complainant planted the crop of wheat alleged to have been planted on the premises described in the Complaint knowing that the same would not mature before the termination of his lease under the assumption that the existence of such un-matured crop would compel the Respondent, W. C. Beebe, to rent to him for another year.

15. For aught that appears in the said Complaint the planting of the wheat alleged in the Complaint to have been planted on the premises of W. C. Beebe was a deliberate, premeditated attempt by Complainant to hold the land of the said Respondent, W. C. Beebe, over and beyond the termination of the Complainant's lease term.

16. The Complaint shows on its face that the Complainant wrongfully and without authority planted the crop of wheat on the land of Respondent, W. C. Beebe, knowing that the same would not mature prior to the termination of this lease term and now by this action seeks to have this court perpetuate his possession and use of said Respondent, W. C. Beebe's land.

17. The Complaint shows on its face that in and by this action the Complainant seeks the offices of this Court to confirm in him the fruits of an illegal and wrongful act perpetrated by Complainant.

18. The allegations of the Bill of Complaint are vague, indefinite and uncertain.

19. The allegations of the Bill of Complaint are vague, indefinite and uncertain, and does not accurately describe the land rented to the Complainant by the Respondent, W. C. Beebe, for the year of 1956.

20. The allegations of the Bill of Complaint are vague, indefinite and uncertain in that the lands on which the Complainant has planted wheat are not shown to be all of the lands which were rented by the Respondent, W. C. Beebe, to the Complainant for the year 1956.

21. The allegations of the Bill of Complaint are conclusions of the pleader.

22. The allegations of the Bill of Complaint are conclusions of the pleader and no facts are alleged to show that Complainant is entitled to the relief prayed for by him.

Now come the Respondents, each separately and severally, and demur to that aspect of the Bill of Complaint in which the Complainant is seeking an injunction and as grounds of such demurrer assign separately and severally grounds numbered 1 through 22, both inclusive, which are set out above, just as though the grounds were specifically re-written here.

Now come the Respondents, each separately and severally, and demur to that aspect of the Bill of Complaint in which the

Complainant is seeking a decree allowing him to harvest his wheat crop within a time to be fixed by a decree of this Court and as grounds of such demurrer, assign separately and severally grounds numbered 1 through 22, both inclusive, which are set out above, just as though the said grounds were specifically re-written here.

J. B. Blackburn
Solicitor for Respondents.

PEOPLES FERTILIZER COMPANY, A CORPORATION,	I	
Complainant,	I	
vs.	I	IN THE CIRCUIT COURT OF
	I	BALDWIN COUNTY, ALABAMA
MORRIS TAYLOR, DAISY OPAL TAYLOR and ANNIS MOORER, as guardian of H. M. PARSONS, a person of unsound mind,	I	IN EQUITY
	I	
Respondents.	I	

Comes the Complainant in the above styled cause and amends its Bill of Complaint heretofore filed in said cause by adding paragraph sixth as follows:

SIXTH:

That a short time prior to April 27, 1948, when a warranty deed was executed by Daisy Opal Taylor and Morris Taylor, her husband, to H. M. Parsons as set out in paragraph "Third" of the original Bill of Complaint filed in this cause, the said Morris Taylor, Daisy Opal Taylor, his wife, and H. M. Parsons entered into an oral agreement that such deed would be executed for the purpose of hindering, delaying or defrauding your Complainant in its collection of money due to such Complainant by the said Morris Taylor and such deed was executed by Morris Taylor and Daisy Opal Taylor, his wife, and accepted by H. M. Parsons for the purpose of hindering, delaying or defrauding your Complainant.

Thomas a Stone
Pat Chason
Solicitors for Complainant

AMENDMENT TO BILL OF COMPLAINT

PEOPLES FERTILIZER COMPANY,
a corporation
Complainant,

vs.

MORRIS TAYLOR, DAISY OPAL TAYLOR,
his wife, and ANNIS MOORER, as
guardian of H. M. PARSONS, a per-
son of unsound mind,

Respondents

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY