

T.E. CHILDRESS,
Complainant

vs.

JAMES V. HUDSON and
JOHN G. EVANS,

Respondents

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

NO. 4597

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

Now comes the complainant, T.E. Childress, by his
solicitor, and respectfully shows unto Your Honor and unto
this Honorable Court the following:

ONE: That your complainant is over the age of 21 years and
is a citizen and resident of Baldwin County, Alabama, his
more particular address being Orange Beach, Alabama, and
that he has been a bulldozing contractor in said County
for more than a year before the filing of this Bill of
Complaint; that the residence of the respondent, James V.
Hudson, is Orange Beach, Alabama, in Baldwin County, Alabama,
and that respondent is more than 21 years of age; that John
G. Evans is over the age of 21 years and is a resident of
Baldwin County, Alabama.

TWO: That during the month of to-wit: December, 1958, the
complainant and the respondent entered into an agreement
whereby the complainant was to clear certain lands belonging
to the respondent, James V. Hudson, and that pursuant to such
agreement, the complainant did clear the lands hereinafter
described in Paragraph Three of trees, stumps, undergrowth
and other vegetation and to do all things agreed upon; that
said work and labor was completed on or before the 23rd day
of March, 1959; that there was then and there due the complain-
ant a balance of \$737.50 under the terms of the contract agreed
upon and mentioned before herein; that although your complain-
ant has in all respects complied with the terms of the contract,
the respondent, James V. Hudson, has refused and continues to

refuse to pay to the complainant the amount due him and agreed upon under the said contract.

THREE: That said improvements were made by your complainant as original contractor upon the following described property situated in Baldwin County, Alabama, to-wit:

Lots 3, 4 and 5 of Block 26, Bear Points Heights, according to plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

That said parcels of land described herein are owned by the respondent, James V. Hudson.

FOUR: That prior to the contract alleged herein, the respondent, James V. Hudson, mortgaged the aforesaid premises to John G. Evans, by mortgage dated October 11, 1952, and recorded in Mortgage Book 210, p.365 et seq. and that said lien is not cancelled of record.

FIVE: That on the 15th day of May, 1959, your complainant filed a lien in the Probate Court of Baldwin County, Alabama, which statement is recorded in Lien Book 5, at page 327. A copy of said lien is attached hereto as Exhibit "A" and made a part of this complaint as if the same were specifically written herein. The respondent, James V. Hudson, was forwarded a copy of said lien.

SIX: The complainant claims of the respondent, James V. Hudson, the sum of \$737.50, due from him by account on the 23d day of March, 1959, which sum of money with interest thereon is still unpaid.

SEVEN: The complainant claims of the respondent, James V. Hudson, the sum of \$737.50 for work and labor performed by the complainant at the request of the respondent, which sum of money with interest thereon from March 23, 1959, is still unpaid.

PRAYER FOR PROCESS:

The premises considered your complainant prays that James V. Hudson and John G. Evans, be made parties respondent to this proceedings and that they be required to appear and answer or demur to this Bill of Complaint within the time

allowed by law.

PRAYER FOR RELIEF:

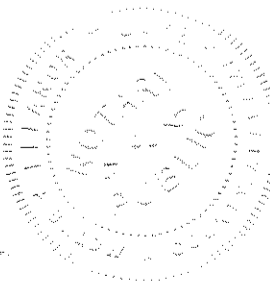
The complainant prays that this Court will on the final hearing of this cause enter an appropriate order or decree ascertaining the amount due the complainant by the respondent, James V. Hudson, under the terms of the above noted contract and will render a decree against the respondent, James V. Hudson, and in favor of the complainant in said amount. Your complainant further prays that Your Honor will ascertain the indebtedness of James V. Hudson to John G. Evans, if any, under that certain mortgage mentioned herein above, and that Your Honor will fix and establish such prior lien, if any, and also fix and establish a lien on the above described property to secure the payment of any amount due by the respondent to the complainant, and further order that if said amount is not paid by the respondent, James V. Hudson, within a time specified by the Court, that said property be sold, the proceeds to be applied first to the mortgage held by John G. Evans, if any, and next to the satisfaction of the lien claimed by the complainant, and the costs of this proceeding. The complainant prays for such other, further and different relief to which in equity he might be entitled.

James Owens Jr.
Solicitor for Complainant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned Notary Public in and for said State and County, came J. Connor Owens, Jr., who being duly sworn by me doth depose and say that he is Solicitor for the Complainant in the foregoing cause of T.E. Childress vs. James V. Hudson and John G. Evans, in the Circuit Court of Baldwin County, Alabama, in Equity; That the affiant has read and knows the allegations made in the said petition; that he is informed that the allegations made therein are true, and upon such issue and belief says that the material alleged in the foregoing petition is true.



James Owens Jr.

Sworn to and subscribed before me this the 30 day of May, 1959.

James J. Jones
Notary Public, Baldwin Co., Ala.

STATE OF ALABAMA
BALDWIN COUNTY

LIEN

Now comes T.E. Childress and files this statement in writing, verified by the oath of the said T.E. Childress, who has personal knowledge of the facts herein set forth:

That the said T.E. Childress claims a lien upon the following property, situated in Baldwin County, Alabama, to-wit:

Lots 3, 4 and 5 of Block 26, Bear Point Heights, according to plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

That said lien is claimed to secure an indebtedness of \$737.50, with interest, from to-wit: the 23d day of March, 1959, for improvements on said land by bulldozing, clearing, ditching and draglining said lands. All just credits due the said owners have been given.

The name of the owner or proprietor of said property is James V. Hudson.

T.E. Childress
Claimant

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority in and for said State and County, personally appeared T.E. Childress, who being duly sworn, did depose and say as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

T.E. Childress
T.E. Childress

Subscribed and sworn to before me on this the 13th day of May, 1959, by said affiant.

Delta H. Gwaltney
Notary Public - Baldwin Co., Ala.

FILED

JUN 7 1959

ALICE J. DUCK, CLERK
REGISTER

Exhibit "A"

T. E. CHILDRESS,
COMPLAINANT

VS.

JAMES V. HUDSON and JOHN
G. EVANS,

RESPONDENTS

IN THE CIRCUIT COURT OF

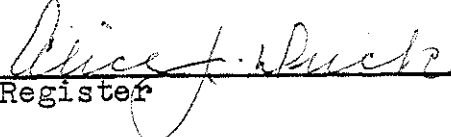
BAIDWIN COUNTY, ALABAMA

IN EQUITY NO. 4597

By virtue of an order of the Judge of the Circuit Court of Baldwin County, Alabama, In Equity, made and entered on the 21 day of January, 1960, I, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, will sell to the highest bidder for cash, at public sale, at Bay Minette, Alabama, in front of the Courthouse door of Baldwin County, Alabama, on the 5th day of May, 1960, at 11:00 A.M., the following described property situated in Baldwin County, Alabama, to-wit:

Lots 3, 4 and 5 of Block 26, Bear Points Heights, according to the plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

Witness my hand, this the 4 day of April, 1960.


Register

J. Connor Owens, Jr.
Solicitor for Complainant

CECIL G. CHASON

ATTORNEY-AT-LAW
FOLEY, ALABAMA

April 20, 1960

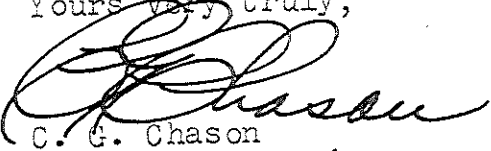
Mrs. Alice J. Duck, Clerk
Bay Minette, Alabama

Re: T. E. Childress -vs- James V. Hudson
and John G. Evans
Case #4597

Dear Mrs. Duck:

As I told you on the 19th, I require a statement of actual costs, including Cost of Publication of Notice of Sale. Please call and determine the amount, and let me know, so that it may be paid off prior to the sale date.

Yours very truly,


C. G. Chason
for.

CGC:fm

Sub 10.79

4597

KAY OWEN GANEY
Complainant
VS
HOWARD GANEY
Respondent

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
EN EQUITY
NUMBER: _____

This cause coming on to be heard was submitted upon Bill of Complaint, Answer and Waiver by Respondent and testimony of Kay Owen Ganey, as noted by the Register, and upon consideration thereof the court is of the opinion that the Complainant is entitled to the relief prayed for in the Bill of Complaint.

It is therefore ordered, adjudged and decreed by the court that the bonds of matrimony between Complainant and Respondent be and the same are hereby declared null and void and to no effect.

It is further ordered, adjudged and decreed that Respondent pay the costs herein to be taxed, for which execution may issue.

Done this 14th day of November, 1959.

H. M. Hall

H. M. HALL, JUDGE OF THE CIRCUIT COURT
SITTING IN EQUITY.

The Baldwin Times

"Baldwin's Only All County Newspaper"

BAY MINETTE, ALABAMA

J. H. FAULKNER, Publisher
E. R. MORRISSETTE, Jr., Editor-Manager

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

E. R. Morrisette, Jr., being duly sworn, deposes and says that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Childress vs. Hudson

COST STATEMENT

166 WORDS @ 6 1/2 cents 10 \$ 10⁷⁹

I hereby certify this is correct, due and ~~unpaid~~ (paid).

E. R. Morrisette, Jr.
Editor.

was published in said newspaper for 4 consecutive weeks in the following issues:

Date of 1st publication April 7, 1960 Vol. 72 No. 13

Date of 2nd publication April 14, 1960 Vol. 72 No. 14

Date of 3rd publication April 21, 1960 Vol. 72 No. 15

Date of 4th publication April 28, 1960 Vol. 72 No. 16

Subscribed and sworn before the undersigned this 5 day of May, 1960

Wendell Martin
Notary Public, Baldwin County.

E. R. Morrisette, Jr.
Editor.



CECIL G. CHASON

ATTORNEY-AT-LAW

FOLEY, ALABAMA

May 5, 1960

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

Re: Childress -vs- Hudson

Dear Mrs. Duck:

Enclosed herewith is check in the amount of \$775.00 as payment in full of Judgment and Costs. I believe that this check is slightly in excess of the amount required, therefore, ask that the overage be returned to me.

Yours very truly,



C. G. Chason

CGC:fm

encls. 1

M. Stuart
Judge of Probate

BOOK 005 PAGE 327

STATE OF ALABAMA

BALDWIN COUNTY

LIEN

Now comes T.E. Childress and files this statement in writing, verified by the oath of the said T.E. Childress who has personal knowledge of the facts herein set forth:

That the said T.E. Childress claims a lien upon the following property, situated in Baldwin County, Alabama, to-wit:

Lots 3, 4 and 5 of Block 26, Bear Point Heights, according to plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

That said lien is claimed to secure an indebtedness of \$737.50, with interest, from to-wit: the 23rd day of March, 1959, for improvements on said land by bulldozing, clearing, ditching and draglining said lands. All just credits due the said owners have been given.

The name of the owner or proprietor of said property is James V. Hudson.

T.E. Childress
Claimant

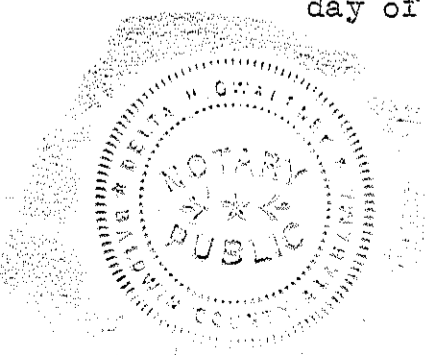
STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority in and for said State and County, personally appeared T.E. Childress, who being duly sworn, did depose and say as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

T.E. Childress
T.E. Childress

Subscribed and sworn to before me on this the 13th day of May, 1959, by said affiant.

Delta H. Gwaltney
Notary Public - Baldwin Co., Ala.



CECIL G. CHASON

ATTORNEY AT LAW
FOLEY, ALABAMA

July 3, 1959

Mrs. Alice J. Duck, Register
Bay Minette, Alabama

Re: T. E. Childress -vs- James V. Hudson

Dear Mr. Duck:

Enclosed herewith is Demurrer of James V. Hudson, a copy of which is being sent to Connor Owen, Attorney for the Complainant.

Yours very truly,


C. G. Chason

CGC:fm

encls. 1

cc: Mr. Connor Owen
Attorney at Law
Bay Minette, Alabama

T. E. CHILDRRESS,)	
Complainant,)	IN THE CIRCUIT COURT OF
-vs-)	BALDWIN COUNTY, ALABAMA
JAMES V. HUDSON and)	IN EQUITY
JOHN G. EVANS,)	NO. 4597
Respondents.)	

Comes the Respondent, James V. Hudson, and demurs to the Bill of Complaint heretofore filed in said cause, and to each count thereof, separately and severally, and as ground for demurrer, sets out, separately and severally, the following:-

1. That Count One of the Bill of Complaint is vague and indefinite.
2. That Count Two of the Bill of Complaint is vague and indefinite.
3. That the terms and conditions of the Contract and Agreement referred to in Paragraph Two of the Bill of Complaint are not set out.
4. That the date of completion of work is not specifically set out.
5. That the extent of improvements on the properties described is not set out with sufficient clarity.
6. That for aught that appears, no work or labor was done on the buildings on the premises.
7. That the area or acreage described in said Bill of Complaint is not set out with sufficient clarity.
8. There is no equity in the Bill.
9. The Bill of Complaint is prolix and impertinent in the first paragraph thereof, in that it describes the character of the contractor as a "bulldozing" contractor.

Respondent further demurs to that aspect of the Bill setting out that a Contract and Agreement was entered into, and as grounds therefor, separately and severally, assigns the following:-

1. That the Bill does not show by and between whom the Contract and Agreement was made.
2. That the terms and conditions of said Contract are not set out and specified.

3. That for aught that appears, any amounts due and payable under said Contract are not now in default.

4. That said Bill and each paragraph thereof, does not set out with sufficient certainty what improvements were made on the property described in said Bill.

5. That said Complaint and each paragraph thereof does not set out with sufficient certainty as to whether certain improvements were made on the lands, on buildings, etc., as it is recited as follows: "Complainant did clear the land hereinafter described in Paragraph Three, of trees, stumps, undergrowth and other vegetations, and to do all things agreed upon;".

6. A Contract and Agreement allegedly agreeing "to do all things agreed upon" must set out with sufficient certainty what things were to be done, or what things were in fact done by agreement.

7. No breach of any Contract or Agreement on the part of the Respondent, James V. Hudson, is alleged.

8. This aspect of the Bill is vague and indefinite in that it does not show whether there was an agreement as to the cost of improvements prior to the making of the improvements, whether there was an agreement as to payment by hours worked, or whether there was no agreement as to cost.

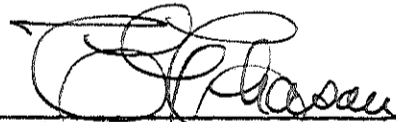
9. That there is no equity in this aspect of the Bill.

10. That it is alleged in said Bill that said Contract and Agreement covered the clearing of land, by the removal of trees, stumps, undergrowth, and other vegetation, and to do all things agreed upon, and the statement of lien filed in the Office of the Judge of Probate of Baldwin County, Alabama, claims a lien separately and severally, as to both the buildings and improvements upon the described land, there being no allegation that any improvements were made on any buildings on said land.

Respondent further demurs to the aspect of the Bill seeking to establish a lien on the property of the Respondent, James V. Hudson; in the statutory period allowed for said liens, and to

this aspect of the Bill, shows, separately and severally, the following:-

1. That the Bill of Complaint shows said work and labor "was completed on or before the 23rd day of March, 1959", which said statement is vague and indefinite.
2. That for aught that appears, the work and labor may have been completed prior to six (6) months before the filing of the Bill of Complaint.
3. That there is no equity in this aspect of the Bill.
4. That this aspect of the Bill is vague and uncertain.
5. That nothing is shown by the Contract and Agreement referred to in said Bill as to when the work and labor was to be completed, and when payment therefor was to be due.
6. For aught that appears from this aspect of the Bill, Complainant is barred from bringing an action to declare a lien on real estate, time of completion not being stated in said Bill.
7. That this aspect of the Bill is vague and indefinite.



Solicitor for Respondent, James
V. Hudson

of money due to the said T.E. Childress by the said James V. Hudson not been fully paid; and it further appearing that the said sum Baldwin County, Alabama, Records, and that said indebtedness has over 11, 1952, and recorded in Mortgage Book 210, Page 365, the aforesaid property to John G. Evans, by mortgage dated October 11, 1952, and recorded in Mortgage Book 210, Page 365, respondent, James V. Hudson; that said James V. Hudson mortgaged That said parcels of land described herein are owned by the Respondent, James V. Hudson; that said James V. Hudson mortgaged the aforesaid property to John G. Evans, by mortgage dated October 11, 1952, and recorded in Mortgage Book 210, Page 365, Baldwin County, Alabama, Records, and that said indebtedness has not been fully paid; and it further appearing that the said sum of money due to the said T.E. Childress by the said James V. Hudson

Lot 3, 4, and 5 of Block 26, Bear Point Heights, according to the plat thereof recorded in the office of the Judge of Probate of Baldwin County, Alabama.

situated in Baldwin County, Alabama, to-wit:

Complainant's work was done upon the following described property and there due the Complainant a balance of \$692.50 and that the was completed on the 23rd day of March, 1959, and there was then slip upon said land; and it appearing that said work and labor required by said contract, including the completion of a boat plaintiff did clear the lands and do all other work and things ent, James V. Hudson, and pursuant to such agreement, the Com- Complaint was to clear certain lands belonging to the Respond- dent, James V. Hudson, entered into an agreement whereby the same; that in December of 1958, the Complainant and the Respond- the age of 21 years, and are residents of Baldwin County, Ala- James V. Hudson, and the Respondent, John G. Evans, are over resident of Baldwin County, Alabama, and that the Respondent, Complainant is over the age of 21 years and is a citizen and Court ore tenus and it appearing to the Court that the said Hudson, and the testimony of T.E. Childress, heard by this T.E. Childress, demurrers filed by the Respondent, James V. This cause coming on to be heard upon the complaint of

DECREE

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, NO. 4597		COMPLAINANT, JAMES V. HUDSON and JOHN G. EVANS, RESPONDENTS.
		VS.
		IN EQUITY

is still owing, and has not been paid, and that the said T.E. Childress timely filed a lien in the Probate Court of Baldwin County, Alabama, which statement of lien is recorded in Lien Book 5, at Page 327; it is, therefore, ORDERED, ADJUDGED AND DECREED as follows:

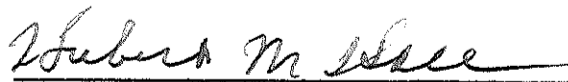
1. That the said demurrers filed to the Complaint are, and the same are hereby overruled.

2. That the said James V. Hudson is indebted to the Complainant, T.E. Childress, in the sum of \$692.50, and that the Complainant, T.E. Childress, is hereby entitled to a lien for such work and labor upon the lands described hereinabove.

3. That the Respondent, James V. Hudson, is hereby given 30 days in which to pay the amount of such lien and the costs of this action, should such lien and the costs of this action not be paid within 30 days from the date of this Decree, then the Register of this Court is directed to sell the above described property at public outcry, for cash, after having first given notice of the time, place and terms of said sale by advertising the same for four consecutive weeks in a newspaper of general circulation published in Baldwin County, Alabama, and said sale shall be made at the front door of the Courthouse in Bay Minette, Baldwin County, Alabama; the Register shall first apply the proceeds from said sale to the mortgage held by John G. Evans, then to the costs of court, and next to the indebtedness owed T.E. Childress, and the balance, if any, to be paid over to the Respondent, James V. Hudson.

This Court retains jurisdiction of this matter for such other, further and additional orders as may be necessary in the matter.

Done at Bay Minette, Alabama, this the 21 day of January, 1960.



Judge

4597

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W

DECREE

J. E. Childress,

Complainant

vs.

James V. Hunson, et al.

Respondents

FILED
JAN 21 1980
MAY 1 1980
ALICE J. DUCK, REGISTER