



RECORDED

1329

MOTION

A.C. DIAMOND, trading as  
DIAMOND LUMBER COMPANY,

Complainant,

vs.

P. OLINGER and DENA OLINGER,

Respondents.

IN THE CIRCUIT COURT OF  
STONING COUNTY, ALABAMA

IN EQUITY.

FILED: May 18, 1945

*R. D. [Signature]*

Register.

# RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

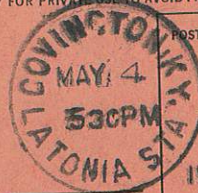
1 **Deliver to Addressee Only** *P. O. Meyer*  
(Signature or name of addressee)

2 \_\_\_\_\_  
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery *5/4/45*, 19*4*

Post Office Department  
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300



Return to R S Duck  
(NAME OF SENDER)

Street and Number, }  
or Post Office Box, }

REGISTERED ARTICLE

No. 1775  
INSURED PARCEL

Post Office Bay Minette, Ala.

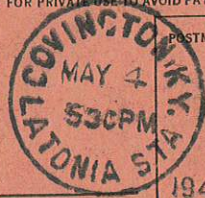
No. \_\_\_\_\_ State Ala.

16-12421

Post Office Department  
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300

*5 to 6-9-45*



Return to *R S Duck*  
(NAME OF SENDER)

Street and Number,  
or Post Office Box,

REGISTERED ARTICLE

No. *1774*

Post Office *Bay Minette, Ala.*

INSURED PARCEL

No. \_\_\_\_\_

16-12421

State \_\_\_\_\_

# RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 Deliver to Addressee Only *Dana Plinger*  
(Signature or name of addressee)

2 \_\_\_\_\_  
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 5/4/45, 194

A. C. DIAMOND, trading as  
DIAMOND LUMBER COMPANY,

Complainant

VS.

P. Olinger and Dena Olinger,

Respondents

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY,  
ALABAMA.

DECREE

This cause coming on to be heard on motion of respondents to dismiss said cause for the failure to give security for cost as provided for by Title 11, Section 59, of the 1940 Code of Alabama.

And it appearing to the Court that the complainant is a non-resident of the State of Alabama, and that no security for costs have been given by him as provided by the statutes.

And it further appearing to the Court that on the 31st day of May, 1945, that the Court on motion of the respondents ordered, adjudged and decreed that unless the complainant give security for the cost in the prosecution of said cause within 10 days, that said cause should stand dismissed.

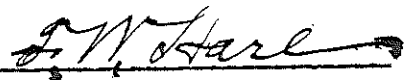
And it further appearing to the Court that on June 2, 1945, a copy of said decree or order was served on M. M. Hall, one of the Solicitors for the complainant, by the Sheriff of Baldwin County, Alabama.

And it further appearing to the Court that said complainant has failed to give security for cost as provided for by law and in pursuance to said order or decree of this Court.

It is therefore ordered, adjudged and decreed that the aforesaid cause of action be and is dismissed.

It is further ordered, adjudged and decreed that the complainant be taxed with the cost of these proceedings for which let execution issue.

Dated this the 23<sup>rd</sup> day of June, 1945.



Judge







Executed <sup>June</sup> ~~May~~ 2nd 1945  
by serving copy of within Summons and  
Complaint on

H. M. Hall as a  
partner in firm of  
Beebe & Hall.

C. E. Garrett Sheriff  
By Fred Walters Deputy Sheriff

DECREE

A. C. DIAMOND, trading as  
DIAMOND LUMBER COMPANY,

Complainant,

VS.

P. OLINGER and DENA OLINGER,  
Respondents.

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

Filed: June 2, 1945.

Blue  
Register.

FILED  
JUN 2 1945  
BALDWIN COUNTY ALABAMA  
CLERK OF COURT

W. H. ...

STATE OF ALABAMA,  
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

WE COMMAND YOU that you summon P. Olinger and Dena Olinger, to be and appear before the Judge of the Circuit Court of Baldwin County, Alabama, exercising Chancery Jurisdiction, within thirty days, after the service of summons, and there to plead, answer or demur, without oath, to a bill of complaint lagely exhibited by A. C. DIAMOND, trading as Diamond Lumber Company, and further to do and perform what the said Judge shall order and direct in that behalf, and this the Respondents shall in no wise omit under penalty of the law. And we further command that you return this writ with your execution thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. DUCK, Register of said Court, this the 3<sup>rd</sup> day of April, 1945.

  
Register

A. C. DIAMOND, Trading as  
DIAMOND LUMBER COMPANY,  
  
COMPLAINANT,

VS.

P. OLINGER, and DENA  
OLINGER.

RESPONDENTS.

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

TO HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA, IN EQUITY:

And now comes the Complainant and humbly complaining against the Respondents, respectfully represents and shows unto your Honor and this Honorable Court as follows:

1. That your Complainant is over twenty-one years of age, a non resident of the State of Alabama, his address being Pensacola, Fla.;
2. That the Respondents are over twenty-one years of age and non residents of the State of Alabama, their address being 209 E. 36th Street, Covington, Ky.;
3. That on to-wit December 20th, 1944, the Complainant and the Respondents entered into a contract whereby the Complainant was to buy, and the Respondents were to sell, for and at the sum of \$30,000.00,

the following described land in Baldwin County, Alabama, to-wit:

The East half of Section 31, Township 6 South, Range 5 East, containing 320 acres, more or less;

4. That the Respondents contracted, agreed and bound themselves to convey the said property to the Complainant by full warranty deed, in Alabama form, free from all liens and encumbrances;

5. That it was agreed between the Complainant and the Respondents that the Complainant would deposit the purchase price; \$30,000.00, in Pensacola, and that the Respondents would execute proper conveyance, conveying the property herein described to the Complainant, free from all liens and encumbrances, and place the same in the Citizens and Peoples Bank, Pensacola, Florida, to be delivered upon the payment of the purchase price;

6. That the Complainant has fully complied with the terms and conditions of the contract by depositing the purchase money as agreed, and that the Respondents, in compliance with their part of the contract, did execute a proper conveyance, conveying the property herein to the Complainant, however, inserting therein a reservation of 1/2 of all the oil, gas and mineral, contrary to the contract;

7. That between the time of the agreement whereby the Complainant deposited the purchase price and the Respondents executed the warranty deed as herein, the Respondents executed an oil, gas and mineral lease on the said property;

8. That the Complainant is now and has been at all times ready, able and willing to carry out his contract, and the purchase money is ready to be paid over to the Respondents upon a compliance with their contract to convey the property to the Complainant, free from all liens and encumbrances;

9. That the Complainant in performance of his part of the contract, borrowed the purchase price of \$30,000.00, at the time the contract was entered into, and has paid interest thereon; that he has been to a great expense in employing an attorney to check the records and examine the title; that he has also been to expense in cruising and

RECEIPT FOR REGISTERED ARTICLE No. 1774

No fee paid. 1 class postage paid. \_\_\_\_\_, 1945

Declared value, \$ none Surchage paid, \$ \_\_\_\_\_

From R & Duck (Sender)

B. m. (Street and number) \_\_\_\_\_ (Post office and State)

Addressed to Anna Clinger (Addressee)

209 E 36th St \_\_\_\_\_ (Post office and State)

Return receipt fee \_\_\_\_\_ (in person  or order \_\_\_\_\_) Special delivery fee \_\_\_\_\_

Delivery restricted to addressee \_\_\_\_\_ (Fee paid no) Postmaster, per claf

GPO 16-12006



RECEIPT FOR REGISTERED ARTICLE No. 1775

No fee paid. 1 class postage paid. \_\_\_\_\_, 1945

Declared value, \$ none Surchage paid, \$ \_\_\_\_\_

From R & Duck (Sender)

B. m. (Street and number) \_\_\_\_\_ (Post office and State)

Addressed to Polinger (Addressee)

209 E 36th St \_\_\_\_\_ (Post office and State)

Return receipt fee \_\_\_\_\_ (in person  or order \_\_\_\_\_) Special delivery fee \_\_\_\_\_

Delivery restricted to addressee \_\_\_\_\_ (Fee paid no) Postmaster, per claf

GPO 16-12006



checking over the property;

10. That the Complainant submits himself to the Jurisdiction of the Court and agrees to abide by all judgments and decrees of this Court.

WHEREFORE, the premises considered, the Complainant prays that this Honorable Court will by proper process make the said P. Olinger, and Dena Olinger party Respondents to this bill of complaint, requiring them to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainant further prays;

(a) That your Honor will order a reference to determine the damages that the Complainant has suffered by the Respondents failure to comply with the terms and conditions of the contract;

(b) That your Honor will make and enter a decree awarding to your Complainant such damages as he may have suffered in the premises;

(c) That a decree be made and entered requiring the Respondents to convey in accordance with the contract, by full warranty deed in Alabama form, free from all liens and encumbrances, as herein described to-wit:

The East half of Section 31, Township 6 South,  
Range 5 East, containing 320 acres, more or less,  
in Baldwin County, Alabama;

(d) That in the event the Respondents should fail to comply with the decrees of the Court and to execute proper conveyance, then a proper decree be made and entered, authorizing the Register of this Court, after the expiration of 30 days from the date hereof, to execute proper conveyance to the Complainant, conveying all rights, title and interest of the Respondents in and to the said property herein described;

(e) That if the Complainant is mistaken in the relief prayed for, that a decree be made and entered, awarding to him such relief as he may be entitled to in the premises;

(f) The Complainant prays for such other, further, different, or general relief as he may be in equity and good conscience entitled to receive and as in duty bound, he will ever pray.

BEEBE & HALL

By: *[Signature]*  
Solicitors for Complainant.

~~92~~ RECORDED  
1329

A. C. DIAMOND, Trading as  
DIAMOND LUMBER COMPANY,  
COMPLAINANT,  
VS.  
P. OLINGER, and DENA  
OLINGER,  
RESPONDENTS.

SUMMONS AND COMPLAINT

*Filed April 30 1945*  
*P. M. Beck*  
*Beck*