

CHARLES W. GABLE and ANN J. GABLE,) IN THE CIRCUIT COURT OF
jointly and individually,)
Plaintiffs,) BALDWIN COUNTY, ALABAMA
VS.) AT LAW
HERMAN RUFFO and LOLA RUFFO,) CSAE NO. 6824
jointly and individually,)
Defendants)

Comes now the Defendant in the above styled cause and files this his answer to the Complaint heretofore files as follows:

TO COUNT I OF THE COMPLAINT:

1. The Defendant for answer to said Complaint saith that he is not guilty of matters alleged therein.

2. The Defendant, as a defence to the action of the Plaintiff, saith that at the time said action was commenced, the Plaintiff was indebted to him in the sum of One Hundred Four and 12/100 Dollars (\$104.12) as rental paid in advance by the Defendant to the Plaintiff on, to-wit: the 3rd day of January, 1966 for the month of January, 1966 and that the Plaintiff denied access to the Defendant for the leased premises on, to-wit: the 12th day of January, 1966.

3. The Defendant, as a defence to the action of the Plaintiff, saith that at the time said action was commenced, Plaintiff was indebted to him in the sum of Seventy-Eight and 66/100 Dollars (78.66) for merchandise, goods and chattels owned by the Defendants and in possession of the Plaintiffs in that certain premises owned by the Plaintiffs and leased to the Defendants known as Gable's A. & W. Root Beer Drive In, located at 860 Fairhope Avenue, Baldwin County, Alabama.

Defendants aver that Defendants and Plaintiffs entered into a lease agreement on the 1st day of April, 1964, wherein Plaintiffs leased to Defendants for the term of two (2) years a certain building and parking lot facilities known as Gable's A. & W. Root Beer Drive In, located at 860 Fairhope, Avenue, Fairhope, Baldwin County, Alabama, which said premises were leased and operated by the Defendants until on, to-wit: the 12th day of January, 1966, Plaintiffs did breach the lease and did take possession of the premises leased by the Plaintiffs to the

Defendants and the Plaintiffs have failed and refused to allow Defendants to operate the business located on the premises and have failed and refused to allow the Defendants to remove certain merchandise, goods and chattels belonging to Defendants from the premises, much of said merchandise, goods and chattels being of perishable nature and of no value after a certain passage of time, all to the Defendants' damage as aforesaid.

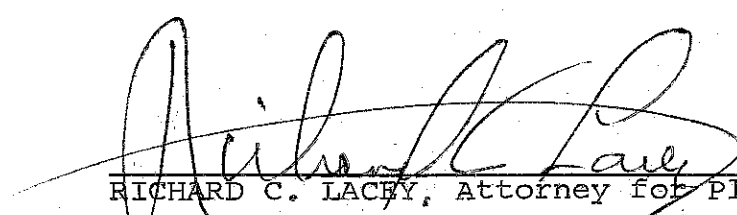
4. The Defendant, as a defence to the action of the Plaintiff, saith that at the time said action was commenced, the Plaintiff was indebted to him in the sum of Twenty Thousand Six Hundred Sixty-Four and 75/100 Dollars (\$20,664.75) as damages, for breach of a written lease entered into by Defendants and Plaintiffs on the 1st day of April, 1964, for a certain premises owned by the Plaintiffs and leased to the Defendants known as Gables A. & W. Root Beer Drive In.

Defendants aver that in and by the terms of said lease, the Defendants were entitled to the leased premises for a period of two (2) years beginning on the 1st day of April, 1964, and ending on the 31st day of March, 1966, said lease being shown as Exhibit "A" attached hereto and made a part hereof as though fully incorporated herein. Defendants further aver that in and by the terms of said lease in Paragraph 2 on Page 3 the Lessor agreed, "2. That they will put the Lessee in actual possession of the hereby demised premises at the beginning of the term aforesaid, and that said Lessee, on paying the said rent and performing the covenants herein agreed by them to be performed, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the said term." Defendants aver that on the 3rd day of January, 1966, Plaintiffs were paid One Hundred Seventy Dollars (\$170.00) for the month of January, 1966, and that on, to-wit: the 12th day of January, 1966, Plaintiffs did demand the keys to the premises leased by the Defendants, even though the Defendants were not in default in any of the terms of the lease and that the Plaintiffs have refused to allow the Defendants to continue the operation of their business on the premises leased by the Plaintiffs to the Defendants.

Defendants further aver that in and by the terms of the

said lease, on Page 3, Paragraph 6, of said lease, Plaintiffs did agree, "6. That the Lessor hereby gives to the Lessee an option to renew this lease one (1) year after the expiration of this term, upon Lessee's giving to the Lessor thirty (30) days written notice of their intention to exercise the said option." Defendants aver that they were enjoying a profitable business making in excess of an average of Thirteen Hundred Seventy-Seven and 65/100 Dollars (\$1,377.65) net profit each month in the operation of the business as aforesaid. Defendants further aver that they have been denied the use of the premises under the primary lease term for a period of three (3) months and the use of the premises under the option period of one (1) year or a total of fifteen (15) months denied occupancy. Defendants aver that had they been allowed to complete the lease period in its entirety as aforesaid, they could reasonably expect to have earned the sum of Twenty Thousand Six Hundred Sixty-Four and 75/100 Dollars (\$20,664.75). Defendants further aver that as a result of the breach of the lease agreement on the part of the Plaintiffs, Defendants will be denied the use of the premises and the profits they might reasonably expect from the operation of the business thereon, all to the Defendants' damage as aforesaid.

Plaintiffs damages as aforesaid, to all of which the Defendants hereby offer to settle against the demand of the Plaintiff and he claims judgement for the excess in the amount of (\$20,322.53), Twenty Houseand Three Hundred Twenty-Two and 53/100 Dollars.


RICHARD C. LACEY, Attorney for Plaintiffs

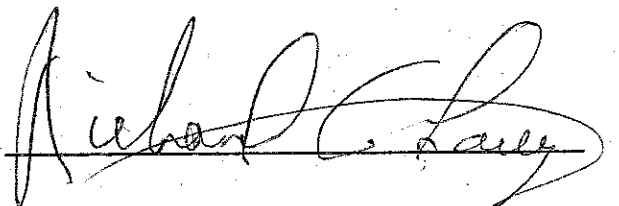
I do hereby certify that I have on this 13 day of May, 1968, served a copy of the foregoing Pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.

FILED

MAY 14 1968

ALICE J. DUCK

CLERK
REGISTER



IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

VS.

CASE NO.

Defendants

D E M U R R E R

Defendants demur to the Bill of Complaint on the following grounds:

1. The complaint does not sufficiently allege when the Defendants are supposed to have abandoned the premises leased from the Plaintiffs.

2. That it affirmatively appears from the complaint that the Defendants were not in default in lease payments at the time of the filing of said complaint.

3. That it affirmatively appears from the complaint that the rentals due under the lease for the Months of February and March were not due and payable at the time of the filing of the complaint, to-wit: January 14, 1966.

4. The complaint does not state sufficiently which sign should be replaced or repaired.

5. That said complaint is prolix.

6. That said complaint is multifarious.

7. That "the root beer tanks were rusted and need repairing and painting" is a mere conclusion of the pleader unsupported by facts.

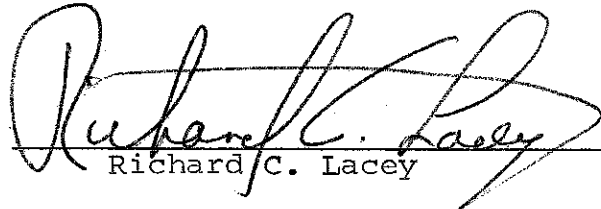
8. The complaint does not sufficiently allege the time of the abandonment of the premises by the Defendants. Defendants allege that this is a conclusion of the pleader.

ATTORNEY FOR DEFENDANTS

CERTIFICATE OF SERVICE

I, Richard C. Lacey, Attorney for the Defendants in the above styled cause, do hereby certify that I have this day mailed a copy of the foregoing demurrer to Mr. John V. Duck, Attorney for Plaintiff, by United States mail, postage prepaid and properly addressed to him at his office in Fairhope, Alabama.

Witness my hand in Fairhope, Alabama, this 28th day of January, 1966.

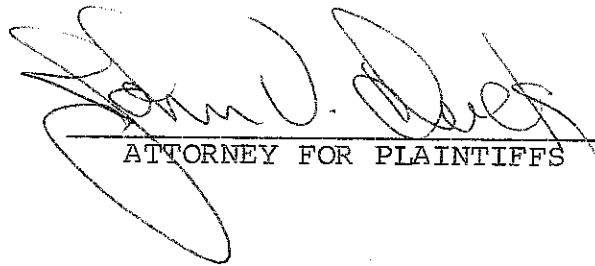

Richard C. Lacey

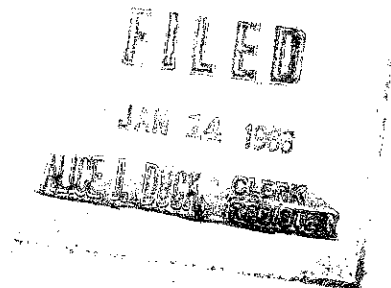
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and needed repairing; and that the inside of the premises was otherwise damaged or misused, all to the Plaintiffs' damage as aforesaid.


ATTORNEY FOR PLAINTIFFS



JOHN V. DUCK
~~DUCK & LACEY~~

Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck
Bay Minette, Ala.

DATE

DATE January 14, 1966

Re: Charles W. Gable & Ann J. Gable vs.
Herman Ruffo and Lola Ruffo.

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to
be filed together with two copies of same
and Summons to be served.

Sincerely,

John V. Duck
(281)

SIGNED

SIGNED

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon HERMAN RUFFO and LOLA RUFFO, jointly
.....
.....and individually,.....
.....
.....

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.....

.....HERMAN RUFFO and LOLA RUFFO, jointly and ind......, Defendant.....

by CHARLES W. GABLE and ANN J. GABLE, jointly and ind......

....., Plaintiff.....

Witness my hand this.....14.....day of.....Jan.....1966.....

.....Alfred Duck....., Clerk

Ep 1-15-66

No. 6824

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

CHARLES W. GABLE and ANN J.

GABLE, jointly and individually,
Plaintiffs

vs.

HERMAN RUFFO and LOLA RUFFO,
jointly and Defendants
individually,

SUMMONS AND COMPLAINT

Filed 1-14 1966

Alvin Duck Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Saturdays only at 52 School
Street, Fairhope, Alabama

RECEIVED
Received In Office

JAN 14 1966 19.....

TAYLOR WILKINS Sheriff

I have ^{SHERIFF}executed this summons

this Jan 15 1966
by leaving a copy with

Herman Ruffo
Lola Ruffo

Sheriff claims 140 miles at
Ten Cents per mile Total \$ 14.00
TAYLOR WILKINS Sheriff
BY RP
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Roy Randall Deputy Sheriff
Fairhope