

CHARLES W. GABLE and ANN J. GABLE, jointly and individually,
Plaintiff,
vs.
HERMAN RUFFO and LOLA RUFFO,
jointly and individually,
Defendants.

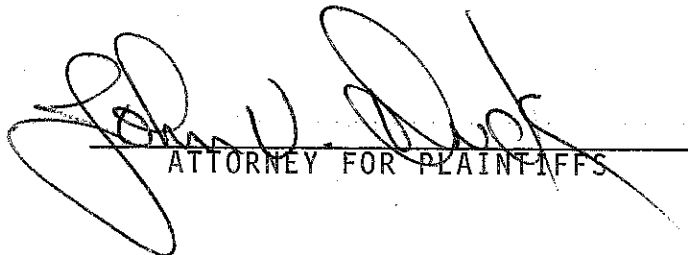
) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW No. 6851
)
)
)

Comes now the Plaintiffs in the above styled cause, and demurs to the Answer filed herein, and for grounds thereof, assigns the following separately and severally:

As to Paragraph 2 of the Answer to the Bill of Complaint, that the facts alleged therein are mere conclusions of the pleader.

For it affirmatively appears from Paragraph 3 of said Answer, that the Defendants seek to state a cause of action on goods, merchandise and chattels sold and in addition thereto, damages, and fails to allege a setoff or recoupement.

For it affirmatively appears from Paragraph 4 of the Answer filed by the Defendants herein that they seek speculative damages.



ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 24th day of September, 1968.



Attorney for Plaintiffs

FILED

SEP 26 1968

ALICE J. DUCK CLERK
REGISTER

COUNT TWO

Plaintiffs claim of the Defendants the sum of Seventy-Eight and 66/100 Dollars (\$78.66) as damages, for merchandise, goods and chattels owned by the Plaintiffs and in the possession of the Defendants in that certain premises owned by the Defendants and leased to the Plaintiffs known as Gable's A. & W. Root Beer Drive In, located at 860 Fairhope Avenue, Fairhope, Baldwin County, Alabama.

Plaintiffs aver that Plaintiffs and Defendants entered into a lease agreement on the 1st day of April, 1964, wherein Defendants leased to Plaintiffs 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 Plaintiffs until on, to-wit, the 12th day of January, 1966, Defendants did breach the lease and did take possession of the premises leased by the Defendants to the Plaintiffs and the Defendants have failed and refused to allow Plaintiffs to operate the business located on the premises and have failed and refused to allow the plaintiffs to remove certain merchandise, goods and chattels belonging to Plaintiffs 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 Plaintiffs' damage as aforesaid.

COUNT THREE

Plaintiffs claim of the Defendants 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 Plaintiffs and Defendants on the 1st day of April, 1964, for a certain premises owned by the Defendants and leased to the Plaintiffs known as "GABLE'S A. & W. ROOT BEER DRIVE IN", located at 860 Fairhope Avenue, Fairhope, Baldwin County, Alabama.

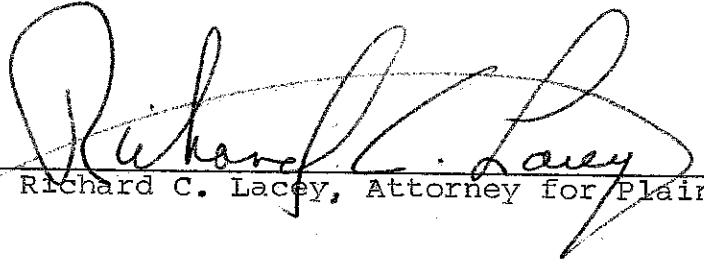
Plaintiffs aver that in and by the terms of said lease, the Plaintiffs were entitled to the leased premises for a period of two (2) years beginning on the 1st day of April, 1964, and ending on the 31st day of March, 1966, said lease being shown as Exhibit "A"

attached hereto and made a part hereof as though full incorporated herein. Plaintiffs 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."

Plaintiffs aver that on the 3rd day of January, 1966, Defendants 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, Defendants did demand the keys to the premises leased by the Plaintiffs, even though the Plaintiffs were not in default in any of the terms of the lease and that the Defendants have refused to allow the Plaintiffs to continue the operation of their business on the premises leased by the Defendants to the Plaintiffs

Plaintiffs further aver that in and by the terms of the said lease, on Page 3, Paragraph 6, of said lease, Defendants 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." Plaintiffs aver that they were enjoying a profitable business making in excess of an average of Thirteen Hundred Seventy-Seven and 65/100 Dollars (\$1377.65) net profit each month in the operation of the business as aforesaid. Plaintiffs 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. Plaintiffs 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). Plaintiffs further aver that as a result of the breach of the lease agreement on the

part of the Defendants, Plaintiffs 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 Plaintiffs' damage as aforesaid.



Richard C. Lacey, Attorney for Plaintiffs

Defendants reside at:

Morphy Avenue
Fairhope, Alabama

FILED
FEB 1966
ALICE J. DUCK, CLERK
REGISTER

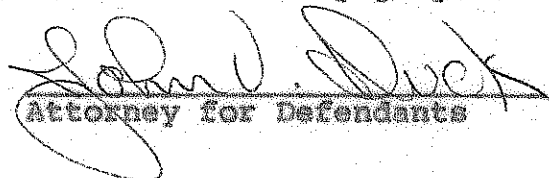
HERMAN RUFFO and LOLA RUFFO, jointly and individually,)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
Plaintiffs,)	AT LAW CASE NO. 6851
vs.)	
CHARLES W. GABLE and ANN J. GABLE, jointly and individually,)	
Defendants.)	

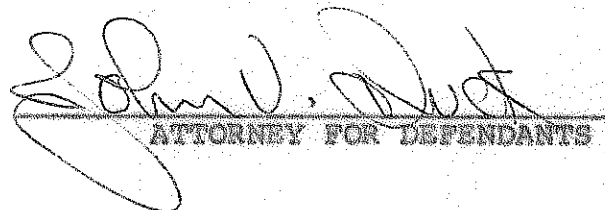
DEMURRERS

Comes now the defendants in the above styled cause and demurs to the Bill of Complaint filed herein and for grounds thereof says:

1. That said Bill of Complaint fails to state a cause of action.
2. That under Count One of the Bill of Complaint wherein the Plaintiffs state "Defendants demanded and took the keys to the leased premises from the Plaintiffs and refused to allow Plaintiffs to continue to operate the business located on the leased premises, when at the time of the taking of the keys by the Defendants from the Plaintiffs, the Plaintiffs were in full compliance with the terms of the lease in all respects" is a mere conclusion of the pleader.
3. That as to Count Two of the Bill of Complaint wherein it alleges "Defendants did breach the lease and did take possession of the premises leased by the Defendants to the Plaintiffs and the Defendants have failed and refused to allow Plaintiffs to operate the business located on the premises" is a mere conclusion of the pleader.
4. Count Three of the Bill of Complaint seeks speculative damages.

The Defendants respectfully demand a trial by jury.

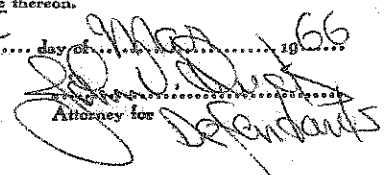

Attorney for Defendants


ATTORNEY FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This.....1st..... day of.....APRIL..... 19.....66


Attorney for Defendants

P.O. DRAWER A-J

RICHARD C. LACEY

TELEPHONE 928-2373

Attorney at Law

FAIRHOPE, ALABAMA

February 3, 1966

Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama

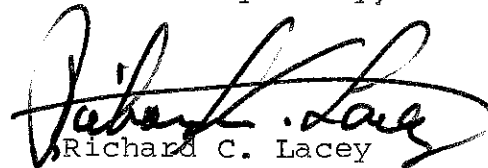
6851

RE: Herman Ruffo and Lola Ruffo
Vs.
Charles W. Gable and Ann J. Gable

Dear Mrs. Duck:

Enclosed is Summons and Complaint in subject cause. Please
file and have served.

Yours very truly,


Richard C. Lacey

Encl.

RCL:W

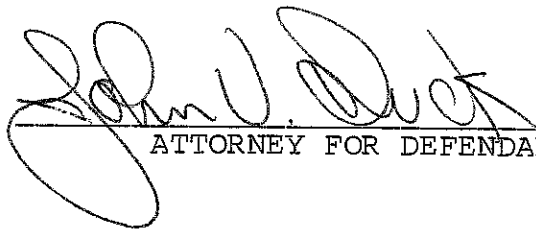
HERMAN RUFFO and LOLA RUFFO, jointly and individually,)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
Plaintiffs,)	AT LAW CASE NO. 6851
vs.)	
CHARLES W. GABLE and ANN J. GABLE, jointly and individually,)	
Defendants.)	

DEMURRERS

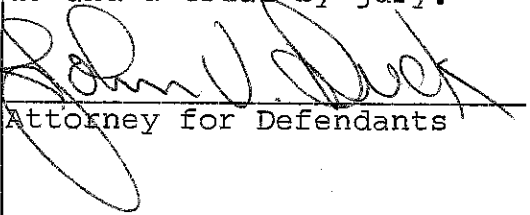
Comes now the defendants in the above styled cause and demurs to the Bill of Complaint filed herein and for grounds thereof says:

1. That said Bill of Complaint fails to state a cause of action.
2. That under Count One of the Bill of Complaint wherein the Plaintiffs state "Defendants demanded and took the keys to the leased premises from the Plaintiffs and refused to allow Plaintiffs to continue to operate the business located on the leased premises, when at the time of the taking of the keys by the Defendants from the Plaintiffs, the Plaintiffs were in full compliance with the terms of the lease in all respects" is a mere conclusion of the pleader.
3. That as to Count Two of the Bill of Complaint wherein it alleges "Defendants did breach the lease and did take possession of the premises leased by the Defendants to the Plaintiffs and the Defendants have failed and refused to allow Plaintiffs to operate the business located on the premises" is a mere conclusion of the pleader.
4. Count Three of the Bill of Complaint seeks speculative damages.

FILED
MAR 2 - 66
ALBANY, ALA.
C. S. R. REGISTER

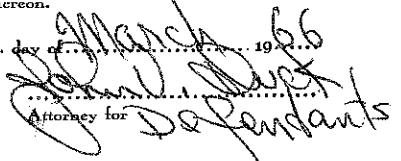

ATTORNEY FOR DEFENDANTS

The Defendants respectfully demand a trial by jury.


Attorney for Defendants

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This.....^{1st}..... day of.....^{March}..... 19.....⁶⁶

Attorney for Defendants

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

}

Circuit Court, Baldwin County
No. 6851

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CHARLES W. GABLE and ANN J. GABLE,
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.....

Charles W. Gable and Ann J. Gable, jointly & individually, Defendant.....

by

Herman Ruffo and Lola Ruffo, jointly & individually, Plaintiff.....

Witness my hand this 4 day of Feb 1966

Chiee Duck Clerk

Ex: 2-12-66

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Herman Ruffo & Lola Ruffo

Plaintiffs

vs.

Charles W. Gable and

Ann J. Gable

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

FEB 4 1966

Clerk

ALICE A. DICK
CLERK

Richard C. Lacey
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Morphy Avenue
Fairhope, Alabama

RECEIVED
Received in Office

FEB 4 1966 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this 2-12- 1966

by leaving a copy with

Charles W. Gable
Ann J. Gable

~~140~~
~~14 00~~
Roy Randle
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Roy Randle Deputy Sheriff