

PAUL KAISER,
Plaintiff,
VS.
PAUL DORNSTADTER,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. ____.

DEMAND FOR JURY TRIAL.

Now comes the Defendant in the above stated cause which was appealed from the Justice Court of Jerome Price, Justice of Peace, Beat 14, Baldwin County, Alabama, on to-wit, the 23rd day of September, 1937, and demands a jury for the trial of said cause in this Court.

Paul Dornstadter
Defendant.

Mae L. R. D. Beck
Circuit Clerk
Bay Minster, Ala.

PAUL KAISER,

Plaintiff,

VS.

PAUL DORNSTADTER,

Defendant.

IN THE JUSTICE COURT OF

JEROME PRICE, JUSTICE OF

PEACE, BEAT 14,

BALDWIN COUNTY, ALABAMA.

Now comes the Defendant in the above stated cause and
appeals said cause to the Circuit Court of Baldwin County, Alabama,
and demands a jury for trial thereof in said Circuit Court.

Dated this 23rd day of September, 1937.

Paul Dornstadter

The State of Alabama, Baldwin County.

THIS CONTRACT, made this 28th Day of November 1935 by and between
Herman Schultz as owner, and
Paul Dornstadter as tenant, all
of said County and State,

WITNESSETH, That said owner hereby agrees to rent and lease unto said tenant the following described premises in said County and State, to-wit: 40 Acre farm known as Herman Schultz farm,
on the Pensacola Road. Bounded on the east by the Hammock road, on the west by
the Adolf Gerhold farm

from November 28th. 1935 to November 28th. 1938 for
occupancy and use by the said tenant only as a farm

and not to be used for any other purpose.

In consideration whereof, the said tenant hereby agrees to pay to the said owner, or his order, on or before
November 28th 1935 the sum of (\$ 1.00)

Cne and No 100

Dollars,

or _____ pounds of lint cotton, class middling, in marketable shape, out of the first cotton picked, as rent for said premises, under this contract.

Said tenant further agrees to cultivate not less than _____ per cent. of the cultivatable part of said land in cotton, and about _____ per cent. in corn, and not to sublet said premises, or any part of them, without the written consent of the owner.

Said tenant further agrees that until the rent, and advances, if any, are paid to the owner, to have all the cotton made on the premises during the term of this lease ginned at any ginnery or stored at any place in said county the owner may designate, and to turn over to the owner the receipts for each bale, to hold until sold.

It is further agreed to between the parties to this contract, that no alterations or repairs are to be made in, on or to the premises, without the written consent of the owner, and that the tenant shall first pay for all advances made by or due to the owner, and then pay the rent due under this contract.

Said tenant further agrees that if he violates this contract, or neglects, or abandons or fails (or in the owner's judgment violates this contract or fails) to properly work or cultivate the land early or at the proper times, or in case he should become physically or legally incapacitated from working said lands, or should die during the term of this lease, or fails to gather or save the crops when made, or fails to pay the rents, or advances made by the owner when due, then in case of any such failures, the owner is hereby authorized to take full possession of said premises, crops and improvements, in which event this contract may become void and cancelled at the owner's option, and all indebtedness by the tenant for advances or rent shall at once become due and payable to the owner, who may treat them as due and payable, without further notice to the tenant; and the tenant hereby agrees to surrender the quiet and peaceable possession of said premises to the owner at said time, in which event the owner is hereby authorized by the tenant to take possession of said premises, and transfer, sell or dispose of all thereon the tenant has any interest in, and this lease, together with all work done and all improvements or crops on or gathered from said premises in which said tenant may have any interest, in such manner and at such time, as he (the owner) may deem best without further notice to said tenant, this contract being sufficient notice; and in order to entitle the owner to do so, it shall not be necessary to give any notice of any failure or violation of this contract by the tenant, or to make any demand for said premises, the execution of this contract or lease, signed by the said owner and tenant, which is hereby acknowledged, being sufficient notice of default on the part of the tenant, and of the owner's demand for possession of the premises, and shall be so construed between the parties hereto, any law, usage or custom to the contrary notwithstanding.

And as part of the consideration of this lease, the parties to this contract hereby waive all right which they, or either of them, may have under the Constitution or laws of Alabama to have any of the personal property of the said parties exempted from levy and sale under legal process. And should it become necessary to employ an attorney in the collection of the rents or indebtedness aforesaid, then the tenant agrees and hereby promises to pay all reasonable attorney's fees charged therefor.

In Testimony Whereof, the said parties hereunto set their hands and seals the day and year first above written.

Witnesses:

Herman Schultz (L. S.)
X Paul Hornstadter (S.)
(L. S.)

(L. S.)

You design this one and send it back to me.

APPEAL BOND.

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, Paul Dornstadter, as Principal, and _____, _____ and _____, as Sureties, are held and firmly bound unto Paul Kaiser in the sum of \$340 ⁰⁰/₁₀₀, for the payment of which well and truly to be made, we, and each of us do hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

The condition of the above obligation is such that where as Paul Kaiser, as Plaintiff, recovered a judgment in an unlawful detainer suit in the Justice Court of Jerome Price, Justice of Peace, Bear 14, Baldwin County, Alabama, against Paul Dornstadter, and the said Defendant has prayed for and obtained an appeal from the said judgment to the Circuit Court of Baldwin County, Alabama.

Now, if the said Defendant shall prosecute said appeal to effect or if he fail in said appeal shall pay the said Plaintiff all such damages as he may sustain by the prosecution of the said appeal, then, in either of said events, this obligation to be void, otherwise to remain in full force and effect.

Sealed with our seals and dated this 22nd day of September, 1937.

Paul Dornstadter (SEAL)
Rudolph Baumann (SEAL)
Ben Kuyler (SEAL)
Joe Yankovitz (SEAL)

Taken and approved this 23 day of September, 1937.

Juan Price

Justice of Peace.

STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY LAWFUL OFFICER OF THE COUNTY OF BALDWIN:

Summon PAUL DORNSTADTER to appear before me on the 18th day at 2 P.M. of September, next, at my office in Foley, Baldwin County, Alabama, to answer the complaint of PAUL KAISER and there make return of this summons.

Jerome Price
Justice of the Peace.

PAUL KAISER,

Plaintiff,

VS.

PAUL DORNSTADTER,

Defendant.

IN THE JUSTICE COURT OF

JEROME PRICE, A JUSTICE

OF THE PEACE, BEAT 14,

FOLEY, BALDWIN COUNTY, ALA.

The Plaintiff sues to recover possession of the following tract of land, to-wit:

The Northeast quarter of the Northeast quarter of Section 29,
Township 7 South, Range 5 East,

of which he was in possession, and upon which pending such possession, and before the commencement of this suit, the Defendant lawfully entered and which now the Defendant, after the termination of his possessive interest, and after the Plaintiff's demand in writing therefor, unlawfully detained, together with Fifty (\$50.00) Dollars for the detention thereof.

Barber & Co. & Co.
Attorneys for the Plaintiff.

Duch
5-141

RECORDED

SUMMONS AND COMPLAINT

PAUL KAISER,
Plaintiff,

VS.

PAUL DOMSTADTER,
Defendant.

IN THE JUSTICE COURT OF
JEROME PRICE, A JUSTICE
OF THE PEACE, BEAT 14,
FOLEY, BALDWIN COUNTY, ALA.

*I have presented this
Writ by clearing copy of same.
With the Defendant. Please
Domstadter, this Sept. 11, 1937.
Horn S. Mallon
Deputy Sheriff.*

*Filed September 27, 1937
R. S. Duch, Clerk*

Transcript of Civil Cases from Justice's Court of Greene County, Ala.

ATTORNEYS	NAMES OF PARTIES	CAUSE OF ACTION	ITEMIZED BILL OF COSTS
<u>Hubert Wade</u>	<u>Paul Harris Plaintiff</u>	<u>Unlawful Detainer</u>	JUSTICE'S FEES
<u>Blackburn</u>	<u>Paul Donatelli Def</u>		Issuing Summons \$ 50
			Issuing Alias Summons 50
			Issuing Subpoena... for each witness 15
			Issuing Execution and Taxing Cost... 50
			Issuing Summons to Garnishee and taking answer 50
			Issuing Attachment Writ 50
			Attachment Bond and Affidavit 1 50
			Garnishment Bond and Affidavit 50
			Appeal or Certiorari, including Bond 1 00
			Bond 50
			Administering Oath and Certifying same 25
			Certificate not otherwise provided for 25
			Docketing Cause 10
			Judgment on Forthcoming Stay or Replevin Bond 50
			Judgment on Summary Proceeding 75
			Issuing Venire Facias 50
			Transcript of Proceeding 50
			Attending Trial or Right of Property 1 00
			1922 Sci. Fa. or Notice in nature thereof 50
			Making Return of Certiorari 50
			Notice to Defendant 15
			Release 25
			CONSTABLE'S FEES
			Civil Cases
			Serving Summons 1 00
			Serving Summons on Each Witness 25
			Serving Garnishment 25
			Levying Attachment under \$50.00 1 00
			Levying Execution under \$50.00 1 00
			Making Money, 3 per cent, not less than 75
			Serving .. Notice, etc. on each party therein 25
			Serving Sci. Fa. or other like Notice 50
			Taking Bail or other Bond 50
			Keeping Property Levied on 50
			Witness Days 50
			Garnishee's Fee 50

DISPOSITION OF CASE

Bond and Affidavit Filed

Appeal Bond filed

Summons and Complaint Issued Ret.

Sept 10, returned Sept 11

Ret. Executed by

Harris, Matheus & S.Same the parties on the 13th day of Sept, 1932, and as perevidence, I find the said Paul Donatelli guilty of unlawfuldetainer, and as per law against him by Paul Harris, and Ithereby ordered and adjudge that Paul Donatelli shallto Paul Harris the possession of the tract of land mentionedin the complaint, to wit: The North East Quarter of the North EastQuarter of Sec 29, Township 2, South Range 5 East and pay thecost of this proceeding. Gretnore Price.4.251.0050101.00505011.505.75

No. 391

CIRCUIT COURT

Judgment

Term, 193

VS.

DEAR SIRs: At the

Term, 1939, of the Circuit Court of said County,

recovered a judgment against

for the sum of

besides _____ Dollars, cost of suit, and execution
was duly issued thereon, commanding any Sheriff of the State that he cause to be made of the goods and chattels, land and tene-
ments of said _____

_____ the amount of the judgment and costs, and the Sheriff has returned said exception indorsed, "No Property Found," and the costs have never been paid. In order to save you the additional expense of an execution against you, I herewith inclose an itemized statement of the costs which have accrued in said cause, and respectfully request that you will, on receipt of this, remit the amount. If I do not hear from you in a few days I will forward the execution to the Sheriff of your County for collection.

Respectfully yours,

R. S. Duck

Clerk.

[illegible]

No. 391

CIRCUIT COURT

BALDWIN COUNTY

Judgment

Spring Term, 1939

ESTATE OF VINA WARD, Deceased.

VS.

DEAR SIRs: At the Spring Term, 1939, of the Circuit Court of said County,

recovered a judgment against _____
for the sum of _____ Dollars

besides _____ Dollars, cost of suit, and execution
was duly issued thereon, commanding any Sheriff of the State that he cause to be made of the goods and chattels, land and tene-
ments of said _____

the amount of the judgment and costs, and the Sheriff has returned said exception indorsed, "No Property Found," and the costs have never been paid. In order to save you the additional expense of an execution against you, I herewith inclose an itemized statement of the costs which have accrued in said cause, and respectfully request that you will, on receipt of this, remit the amount. If I do not hear from you in a few days I will forward the execution to the Sheriff of your County for collection.

Respectfully yours, _____, Clerk.

[illegible]