(391)

PAUL KAISER,

Plaintiff,

VS.

PAUL DORNSTADTER,

Defendant.

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

Paul florustastes

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.

Defendant.

mais & 18. D. Sech Circuit Clark Bay municip 26. 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 234 day of September, 1937.

Paul Dornsta Mes

THIS CONTRACT, made this 28th I	Day of November 1935 by and between
	as owner, and
Paul Dornstadter	as tenant, al
of said County and State,	
· '	agrees to rent and lease unto said tenant the following described
	\$40 Acre farm known as Herman Schultz larm,
The second secon	on the east by the Hammock road, on the west by
the Adolf Gerhold farm	on the east by the nammer road, on the west by
die Rudii Gernotu laim	
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 befor
November 28th 1935	
One and No/10	the sum of (\$ 1.00
	s middling, in marketable shape, out of the first cotton picked, as ren
for said premises under this contract	t less thanoer cent. of the cultivatable part of said land i
owner may designate, and to turn over to the	rent, and advances, if any, are paid to the owner, to have all the cotto lease ginned at any ginnery or stored at any place in said county the owner the receipts for each bale, to hold until sold. es to this contract, that no alterations or repairs are to be made in, o
owner may designate, and to turn over to the It is further agreed to between the partie or to the premises, without the written consen made by or due to the owner, and then pay the Said tenant further agrees that if he viol judgment violates this contract or fails) to case he should become physically or legally in this lease, or fails to gather or save the crop when due, then in case of any such failures, t crops and improvements, in which event this indebtedness by the tenant for advances or ret them as due and payable, without further not and peaceable possession of said premises to t by the tenant to take possession of said prem terest in, and this lease, together with all wor ises in which said tenant may have any intere without further notice to said tenant, this o so, it shall not be necessary to give any notic any demand for said premises, the execution	ease ginned at any ginnery of stored at any place in said country of country the receipts for each bale, to hold until sold. es to this contract, that no alterations or repairs are to be made in, of the owner, and that the tenant shall first pay for all advances to the country of the owner.
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APPEAL BOND.

STATE	OF	ALABAMA	
BALDWI	N	COUNTY	

ustice of Peace.

BALDWIN COUNTY &
KNOW ALL MEN BY THESE PRESENTS: That we, Paul Dornstadte
as Principal, and
and, as Sureties, are held and firmly
bound unto Paul Kaiser in the sum of \$3 40 700, 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 222 day of Sept-
ember, 1937.
Paul floransta Net (SEAL
Tudolph Baumann (SEAL
-Son for wester
Je yankout (SEAL
Taken and approved this <u>23</u> day /

STATE OF ALABAMA,
BALDWIN COUNTY.

TO ANY LAWFUL OFFICER OF THE COUNTY OF BALDWIN:

Summon PAUL DORNSTADTER to appear before me on the day 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.

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 Mortheast 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.

Attorneys for the Plaintiff.

RECORDED

PAUL KAISER,

Pleintiff,

VS.

PAUL DORMSTADIER,

Defendant.

JEROFE PRICE, A JUSTICE IN THE JUSTICE COURT OF

FOLSY, BALDVEH COUNTY, ALA.

OF THE PEACE, BEAT 14,

Field Experimen 27, 1837

Form 41A .- Printed and for sale by Moore Printing Co., Bay Minette, Ala,

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90	ipt of Proceeding	Wheat Bound heled	Bond and Allidavit Filed Colle	D. J. 23.1037
	on Summary Proceeding			
2.00	Bond50	N OF CASE	DISPOSITION OF CASE	
	thcoming Stay or Replevin			
NA MANA	l for			
1	Oath and Certifying same			
7				
1.00	Certiorari, including Bond 1			
	/it			
	Bond and Affidavit 1			2
	chment Writ			
	g answer			The state of the s
	Summons to Garnishee and			
2.0	Execution and Taxing Cost			
	Subpoena for each witness		Paul Donnstadles 254	Black lower
	s Summons			1000
Ž	JUSTICE'S FEES # 50	Mulaw feel Delavior	Paul Haires Plaintiff	Weekert Hall
	ITEMIZED BILL OF COSTS	CAUSE OF ACTION	NAMES OF PARTIES	ATTORNEYS
Ala,	E. Baldson County,	Court of Justin lace	I ranscript of Civil Cases from Justice's Court of	I ranscript c
]
``		-	i for sale by Moore Frinting Co., Bay Minette, Ala,	rorm 41A rinted and

CIVIL COST BILL - NOTICE -	- Form 22					Baldwin Times, B	av Mir	nette :	***
	D TO E M)		 -	39 1		•		
THE STATE OF ALAI	BAMA	\		. 1	0	CIRCUI'			0
BALDWIN COUNTY	14 14 1	\			udgment	Spring	_Ter	m, 193	3_
STATE OF VINA WARD, D	eceased.	<u>, , , , , , , , , , , , , , , , , , , </u>			and the second s		41.00	100	
	\$ 1 \$.	}	,	VS.	\\ \{ \left\ \ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\		••	1	
DEAR SIRS: At the	Sprir				Term 102 9	of the Circuit Co	anti of	enia C	ounts:
Diffit Sitts. At the					reini, 195	, or the Chedit Col	ar Cor	Said C	ounty,
covered a judgment against	1 1					•			
1 2								D	ollars
ides s duly issued thereon, commanding	and the second s						uit, an	ıd exe	cution
nts of said				that	ne cause to be made of t	he goods and chatte	is, lan	d and	tene-
iits or salu				the	amount of the judgmen	t and seets and the	a Sher	riff ha	C) TO-
ned said exception indorsed, "No I nse of an execution against you, I h pectfully request that you will, on ecution to the Sheriff of your Coun	roperty Four	nd,"	and the	costs	have never been paid. Ir	order to save you	the ad	ditiona	l ex=
pectfully request that you will, on	receipt of thi	is, re	mit the a	mou.	t. If I do not hear from	you in a few days I	will :	forwar	d the
eduction to the Sherm of your Coun	Res	meet	fully your	۳۹	•		5.7		Tlark
	1		,	11				, , , , , , , , , , , , , , , , , , ,	
CLERK'S FEES		@	Amount		SHERIFF'S	a file of the control		Amo	unt
Issuing	laint.	1 25	1	11 7	 Levying Attachme	ont .	e2 00	N I	
Issuing copies thereof,	ח מזבר פחת	30		2	Entering and returning	Attachment,	. 25		
words, per 100 words Entering Sheriff's return or co	ov thereof	15	1 - 3	4	Serving 87Summons	and Return,	1.50	50	55
Docketing cause to be charged the	of once.	20 25 20	, 25	6	Serving Summons : Serving S. Subpoenas, Impaneling jury, Making deed,	······	75		
Entering Appearance Filing D pleas, demurrer and of the pleas of the p	ther plead-	10	1.50	11 0	iserving summons, forcit	ne entry, etc	1.50	13 I	
ings, for each, Every trial, with or without jury,	and its in-		.	10	Executing writ of restitution Collecting, execution for	cost	+1.50	§	
cidents, not including judgments or nil dicit, Entering Continuance, (e.	by default,	75		11 12	Serving Sci. Fa. no Serving any summons n	tices, etc., ot provided for and	1.50		
Entering Continuance, (exclusive functions of the continuance of the c	ach)	30	*****	13	Serving any summons n return, Serving and approving Taking and approving	for contempt.	1.50 1.50		
Entering Judgment, (each Entering any other order of Court Issuing Scire Facias, or n	(each) otice in the	30	l l	14 15	Taking and approving Seizing personal propert	bond, v in detinue	1.00		
Issuing Execution or copy the	reof: (each)	75 50		H	Seizing personal property Collecting money under \$200.00; 4% to \$500.00;	13% all ower \$500 00	1 8		
Entering return, or copy thereof, i words, 15 cents; but in no case le	or each 100	20		17	Selling property attache under execution,	ed same for calling	g)		
Recording award of arbitrators, ref tors, etc., for each 100 words,	erees, audi-	15	110	18	Former Sheriff's fees,		1 7		
Issuing execution or attachment to entering return,	hereon, and	1.00			***************************************	······································		56.	.55
Taking bond for certiorari superse	deas, or ap-		201 ,		Service Servic				
Issuing S. Subpoenas for Witner Administering an oath, not relating	ess, (each)	30	26,10		A A A A A A A A A A A A A A A A A A A				
pending and certifying the sam IssuingAttachment and taking	F ² .	25			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,] 		
Filing papers in attachment Issuing Summons for garnis	, (each)	1.00							
Swearing and taking examination	for Garni-	50		l					
shee and recording same, for each 15 cts; but not less than		50					İ		DATE.
Order to advertise, or order of copy thereof,	ĺ	50			[es,	i B		j er
Certificate of Judgment, Recording each surveyor and surve	vor's report	50				,			
or copy thereof, each 100 words not less than.	15 cts; but	25	+		RECAPITULA	ATION			
Issuing Commission to take or copy thereof.	depositions,	75	1.50	1	 Clerk's Fees,			66.8	30
Making copy of interrogatories acc	companying	50	5 50	11 3	Clerk's Fees, Sheriff's Fees	***************************************		56.5	
commission, Or for each 100 words, Filing apackages of deposition	ns. (each)	15 10	20		Sneriff's Fees, Witness Fees in Circuit C	ourt	ار ا	41.3	
Indorsing package of deposit (each),	ion, opened	10		6 7	Justice of the Peace Fees, Witness Fees, in Justice	of the Been Com		93	
Issuing writ of ad quod damr in the nature thereof,	um or writ	75		8	Commissioner's Fees,	of the Feace Court		25 0	v
Recording the return and inquest	thereon	50 15		10	Commissioner's Fees, Commissioner's Residence Constable's Fees Garnishee's Fees,	r, y Z. sherine	! !	"	-
Or for each 100 words. Suing Writ of certiorari, mandamus or writ in the nature	prohibition,	75		12	Printer's Fees,	terras		10,0	IO
mandamus, or writ in the natur Filing the same and entering retur Making a complete record of	n,	- 15 il	20 00	13	Printer's Fees, Stenographer's Fees, 2 Trial Tax,			3.0	
copy thereof, for each 100 word	ls,	15	20,00			e des Annotation			
Making copy of any paper not here for, for each 100 words,		15	-		<u></u>	· · · · · · · · · · · · · · · · · · ·			
Making each certificate requiring office, and affixing seal,		50			Tota	L Costs	-3		2
Taking any bond not otherwise pro Making — necessary certificates	vided for,	75	13.50					2	<u></u>
wise_provided for, (each witness For certifying abstract, in lieu o	f fees for	25	10000				1 4	024 7	نت ا
transcript under section 2851 of Record for Supreme Court, for each	the Code, {	5.00 15					1 1		- 1211. - 1
Each additional copy thereof, each Collecting money on judgments w	100 words	05					1 1		
judgment has not been paid with after rendition, one half the per	hin 30 days			٦.			. 1		
ed sheriffs for same services for money on executions,	r collecting			16	Judgment, Date,) #		100
money on executions,		- 11	3	17 18	Interest, Damages,	•••••••••••••••••••••••••••••••••••••••			
· · · · ·	- 1	11	£ -		Total Judgment]		
	G.::		66180		Interest and Dama	iges.			
Total Clerk's Fees,				ll .	Grand Total				400