

DRIES IMPROVEMENT COMPANY, a
Corporation,

Plaintiff,

-vs-

W. F. PFEIFFER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

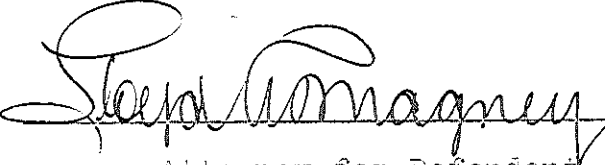
DEMURRER

Comes now the Defendant and demurs to the complaint and as grounds for such demurrer says:

1. It appears from the complaint that the contract sued on was not signed by the Defendant.

2. It is not shown by the complaint by what authority the contract was signed by another for the defendant.

3. It appears from the complaint that the contract was executed in the name of the defendant by one J. Test and it does not appear by what authority the said J. Test signed the name of the defendant to such contract.


Attorney for Defendant.

RECORDED
7-452
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

DRIES IMPROVEMENT COMPANY,
a Corporation,

Plaintiff,

-VS-

W. F. PFEIFFER,

Defendant.

DEMURRER

Filed this 27 day Apr 1936

Robert S. Duck
Clerk-Register

LLOYD A. MAGNEY
Attorney
Foley, Alabama.

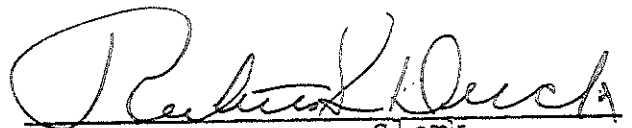
STATE OF ALABAMA,
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

WHEREAS, the Dreis Improvement Company, a Corporation, as Plaintiff, hath complained on oath to me, Robert S. Duck, as Clerk of the Circuit Court of Baldwin County, Alabama, that W. F. Pfeiffer is justly indebted to the Plaintiff in the sum of One Thousand Dollars (\$1000.00), and the Plaintiff having made Affidavit and elected not to give Bond, the said Defendant being a Non-resident, all as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach so much of the Estate of W. F. Pfeiffer as will be of value to satisfy the said debt and costs according to the Complaint, and such Estate, unless replevied so to secure that the same may be liable to further proceedings thereon to be had in the Circuit Court for the County of Baldwin, State of Alabama, to be held at the Courthouse thereof, when and where you must make known how you have executed this Writ.

Witness my hand and seal this the 30 day of December, 1935.


Clerk.

WRIT OF ATTACHMENT.

DREIS IMPROVEMENT COMPANY, a
Corporation,

Plaintiff,

-vs-

W. F. PFEIFFER,

Defendant.

IN THE CIRCUIT COURT--LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Issued December 1, 1935

Clerk.

[Handwritten signature]

16

Jury

WRIT OF ATTACHMENT

DREIS IMPROVEMENT COMPANY, a
Corporation,

Plaintiff,

-vs-

W. F. PFEIFFER,

Defendant.

IN THE CIRCUIT COURT--LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Issued December 20, 1935

Reuben D. Owsen
Clerk.

LAW OFFICES
HYBART, ~~HEARD~~
& CHASON
BAY MINETTE, ALABAMA

by taking into my possession
the following personal property,
towit;

2 Farmall Tractors
1 Fordson Tractor
2-2 Row Potato Diggers
3-2 " " Planters
1-4 " " Duster
1 Ford V8 Truck 1934 Model
1 Disc Plow
1 Turning Plow
2 Tractor Discs

and leaving same in charge of
R.R.Nahrgang as Bailee.

M.H.Wilkins Sheriff

By *C. N. Anderson*
D.S.

STATE OF ALABAMA,

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

WHEREAS, the Dreis Improvement Company, a Corporation, as Plaintiff, hath complained on oath to me, Robert S. Duck, as Clerk of the Circuit Court of Baldwin County, Alabama, that W. F. Pfeiffer is justly indebted to the Plaintiff in the sum of one Thousand Dollars (\$1000.00), and the Plaintiff having made Affidavit and elected not to give Bond, the said Defendant being a Non-resident, all as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach so much of the Estate of W. F. Pfeiffer as will be of value to satisfy the said debt and costs according to the Complaint, and such Estate, unless replevied so to secure that the same may be liable to further proceedings thereon to be had in the Circuit Court for the County of Baldwin, State of Alabama, to be held at the Courthouse thereof, when and where you must make known how you have executed this Writ.

Witness my hand and seal this the 20 day of December, 1935.


Clerk.

1932.

Writ.

Witness my hand and seal this the 30 day of December,

Robert L. Duck
Clerk.

WRIT OF ATTACHMENT.

DREIS IMPROVEMENT COMPANY, a
Corporation,

plaintiff,

vs.
Defendant.

YOU THE HONORABLE COMMISSIONER OF THE CIRCUIT COURT OF THE STATE OF ALABAMA
BALDWIN COUNTY,
IN THE CIRCUIT COURT OF THE STATE OF ALABAMA,
BALDWIN COUNTY.

Issued December 30, 1932.

Robert L. Duck
Clerk.

BALDWIN COUNTY,
STATE OF ALABAMA.

DRIES IMPROVEMENT COMPANY, a
Corporation,

Plaintiff,

-vs-

W. F. PFEIFFER,

Defendant.

NO. 231
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

APPEARANCE

Comes now W. F. Pfeiffer by Lloyd A. Magney, his attorney,
and enters his voluntary appearance in the above entitled cause
and expressly waives the issuance and service of summons.

Dated this 26th day of March, 1936.

W. F. PFEIFFER,

By

Lloyd A. Magney
His Attorney

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
No. 231

DRIES IMPROVEMENT COMPANY a
Corporation,

Plaintiff,

-vs-

W. F. PFEIFFER,

Defendant.

APPEARANCE

Filed this 27 day Mar. 1936

Robert S. Duck

Clerk-Register

LLOYD A. MAGNEY
Attorney
Foley, Alabama.

STATE OF ALABAMA,
BALDWIN COUNTY.

IN THE CIRCUIT COURT--LAW SIDE.

Before me, W. E. Cooney, a Notary Public in
and for said State and County, personally appeared Nic
Krump, who is known to me and who, after being by me first
duly and legally sworn, doth depose and say under oath as follows:-

That his name is Nic Krump; that he is
over twenty-one years of age and a resident of Foley, Baldwin
County, Alabama; that he is the President of the Dreis
Improvement Company, a Corporation; that W. F. Pfeiffer is just-
ly indebted to said Dreis Improvement Company in the sum of One
Thousand Dollars (\$1000.00), as damages for a breach of Contract
entered into between the Dreis Improvement Company and W. F.
Pfeiffer; that said amount is justly due after allowing all just
offsets and discounts, and that this attachment is not sued out
for the purpose of vexing or harassing the Defendant, or other
improper motive; that he has personal knowledge of the matters
and facts contained herein; Plaintiff elects not to give Bond, the
Defendant being a Non-resident.

Nic Krump Pres.

Sworn to and subscribed before
me, a Notary Public whose seal
is hereto affixed, this 17
day of December, 1935.

W. E. Cooney
Notary Public, Baldwin County,
State of Alabama.

STATE OF ALABAMA,
BALDWIN COUNTY.

} IN THE CIRCUIT COURT--LAW SIDE.

Before me, W. E. Cooney, a Notary Public in
and for said State and County, personally appeared Nic
Krump, who is known to me and who, after being by me first
duly and legally sworn, doth depose and say under oath as follows:-

That his name is Nic Krump; that he is
over twenty-one years of age and a resident of Foley, Baldwin
County, Alabama; that he is the President of the Dreis
Improvement Company, a Corporation; that W. F. Pfeiffer is just-
ly indebted to said Dreis Improvement Company in the sum of One
Thousand Dollars (\$1000.00), as damages for a breach of Contract
entered into between the Dreis Improvement Company and W. F.
Pfeiffer; that said amount is justly due after allowing all just
offsets and discounts, and that this attachment is not sued out
for the purpose of vexing or harassing the Defendant, or other
improper motive; that he has personal knowledge of the matters
and facts contained herein; Plaintiff elects not to give Bond, the
Defendant being a Non-resident.

Nic Krump Pres.

Sworn to and subscribed before
me, a Notary Public whose seal
is hereto affixed, this 17
day of December, 1935.

W. E. Cooney
Notary Public, Baldwin County,
State of Alabama.

AFFIDAVIT.

DREIS IMPROVEMENT COMPANY,
A Corporation,

Plaintiff,

-VS-

W. F. PFEIFFER,

Defendant.

IN THE CIRCUIT COURT--LAW SIDE
STATE OF ALABAMA
BALDWIN COUNTY.

Filed December 20, 1935

J. C. Dees
Clerk.

LAW OFFICES
HYBART, ~~HEARD~~
& CHASON
BAY MINETTE, ALABAMA

STATE OF ALABAMA,
BALDWIN COUNTY.

IN THE CIRCUIT COURT--LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:-

You are hereby commanded to summon W. F. Pfeiffer to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of Dreis Improvement Company, a Corporation.

Witness my hand this 20 day of December, 1935.

Rahm Duesch
Clerk.

COMPLAINT.

DREIS IMPROVEMENT COMPANY,
A Corporation,

Plaintiff,

-vs-

W. F. PFEIFFER,

Defendant.

IN THE CIRCUIT COURT--LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

COUNT 1: The Plaintiff claims of the Defendant one Thousand Dollars (\$1,000.00) damages for the breach of an Agreement entered into by it with the Defendant on the 4th day of February, 1935, which Agreement is as follows:-

"This lease made and entered into this 4th day of February, 1935 by and between the Dreis Improvement Company and H. C. Dreis its General Manager, hereinafter called the party of the first part and W. F. Pfeiffer hereinafter called the party of the second part:

That the said party of the first part for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the party of the second part, his heirs, successors, and assigns, does by these presents lease unto the said party of the second part all of the premises lying and being in the county of Baldwin, State of Alabama known and described as follows, towit:

Certain tracts of land totaling up to one hundred (100) acres of land to be selected by the party of the second part from the lands owned by the party of the first part, located in Section Twenty-one (21) and Southwest quarter (SW $\frac{1}{4}$) of Section Twenty-two (22) and a plot of land containing Twenty (20) acres more or less in Section Twenty-seven (27), all in Township Eight (8) South of Range Three (3) East. Said tract of land selected by the party of the second part must be mapped and submitted to the party of

(page two)

the first part not later than February 26, 1935, party of the first part hereby reserves Twenty (20) acres of land Northwest (NW) of the barn now occupied by Mr. W. B. Miller.

TO HAVE AND TO HOLD this said selected property unto the said party of the second part, his heirs, successors, or assigns from the first day of January, 1935, to the 31st day of December, 1935. The said party of the second part in consideration of the leasing of the premises as above described, covenants and agrees with the party of the first part to pay unto the said party of the first part the sum of Three Hundred (\$300.00) Dollars on the 26th day of February, 1935, party of the second part agrees to turn over to the party of the first part for pasture purposes all the land covered in this lease on the first day of November, 1935, except certain parcels of land, one containing Twenty (20) acres more or less along the South side of the North line of Section (21) and another containing the West half (W $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22) and another containing a strip of land now under fence being South of the dwelling and the barn in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21) all being in Township Eight (8) South of Range Three (3) East this land shall not be used by the party of the first part for pasture, if and while the party of the second part is growing crops during the term of this lease.

Parties of this lease agree that it shall be the duty of each occupant of land within this area to see that fences are kept up, gates are to be kept closed, and that no one of them shall be financially responsible to the other for any damage by fire, wind, or trespassing of cattle, except by wilfull act. It is further agreed by the party of the first part that if the party of the second part wishes to renew this lease under similar conditions for the year of 1936 the annual rent will be Four Hundred (\$400.00) Dollars, provided however, that the said party of the second part shall give written notice to the party of the first part not later than the first day of August, 1935 and pay for the years's rent in advance.

And the party of the second part covenants and agrees with the party of the first part that at the expiration of the time mentioned in this lease he will yield up the premises to the party of the first part without further notice in as good condition as they now are, ordinary wear, inevitable accidents and loss by fire excepted. The party of the second part agrees to plant bean or suitable cover crop between rows to preserve fertility of the soil. Crops such as cotton and late sweet potatoes are not to be grown because they do not permit cover crops. Party of the second part further agrees to turn under any grasses or weeds that might add to the fertility of the soil, and not cause them to be burn.

That upon the failure of the covenants herein contained it shall be lawful for the party of the first part or his legal representative to re-enter and repossess the land as if same were a forceable detainer. The said party of the second part hereby waives any notice of such election or any demand for the possession of the said premises or damages.

The covenants herein contained shall extent to and be binding upon the heirs, successors, and assigns.

WITNESSETH: By their hands and seals in duplicate the day and year written above.

Elizabeth Dreis
Josiah Test

L. A. Magney

Dreis Improvement Co.
H. C. Dreis Mgr.

W. F. Pfeiffer
By Josiah Test.

(page two)

(page three)

And the Plaintiff says that although it has complied with all the provisions on its part, the Defendant has failed to comply with the following provisions thereof, viz:- That Defendant failed and refused to turn over to Plaintiff for pasturage purposes all the land covered in said Lease on the 1st day of November, 1935, except certain parcels of land, one containing 20 acres, more or less, along the South side of the North line of section 21, and another containing the West half of Northwest quarter of Southwest quarter of Section 22, and another containing a strip of land now under fence being South of the dwelling, and the barn in the North-east quarter of the Southeast quarter of Section 21, all being in Township 8 South of Range 3 East. Also, that Defendant failed to plant beans or suitable cover crop between rows to preserve fertility of the soil; that Defendant failed to turn under grasses or weeds that might add to the fertility of the soil, and that the Defendant removed the cover crop that he did plant on said lands therefrom, all to the damage of the Plaintiff in the sum aforementioned.

Hyatt & Rason
Attorneys for Plaintiff.

Plaintiff demands a trial of

this cause by Jury.

Hyatt & Rason
Attorneys for Plaintiff.

SUMMONS & COMPLAINT.

DREIS IMPROVEMENT COMPANY,
A Corporation,

Plaintiff,

-VS-

W. F. PFEIFFER,

Defendant.

IN THE CIRCUIT COURT--LAW SIDE
STATE OF ALABAMA
BALDWIN COUNTY.

Filed December 20, 1935

J. H. DeLoach
Clerk.

LAW OFFICES
HYBART, ~~HEARDS~~
& CHASON
BAY MINETTE, ALABAMA

Rec. in office
12-20-35

M. H. Wilkins

Executed Jan 11-1936
W. F. Pfeiffer
Notary Public in
Baldwin County.

M. H. Wilkins, Sheriff
C. N. Anderson, D. B.