(494)

## SUMMONS AND COMPLAINT

STATE OF ALABAMA DALLOWIN COUNTY

TO ANY SHERIEF OF THE STATE OF ALABAMA:

Summon B. R. WELLS to appear before me, on the 25 day of Folley November, 1938, next at my office in Rebertsdale, Alabama, at 3 o'clock, to answer the complaint of E. G. Dailey and Maude D. Dailey, and there make return of this summons.

Witness my hand, this the 19 day of November, 1938.

esome Tuel JUSTICE OF PRACE.

COMPLAINT

E. G. DAILEY and MAUDE

-vs- B. R. WELLS,

E. DAILEY,

Defendant.

Plaintiffs

Plaintiffs sue to recover possession of the following:

Buildings located upon the said tract of land described as "The North one half of the South one half of the North one half of the South east Quarter of the Southeast quarter of Section thirty, Township Seven South, Range Four East in Baldwin County, Alabama, containing five acres, more or less"

and by which written agreement the Defendant was to either purchase the buildings on these premises above described or to deliver possession of the same to the Plaintiffs and after date of delivery of possession to Plaintiffs, Plaintiffs were to have fifty days in which to remove the buildings and the Defendant has not given the Plaintiffs the fifty days in which to remove the said buildings and which now the Defendant, after the termination of his possessory interest, and after the Plaintiff's demand in writing has unlawfully detained, together with Fifty Dollars (\$50.00) for the detention thereof

april 28-38.

Sep 1-38 Rented

Attorney for June 20 4 1938.

July 1- Rented to water, Sep 1 Dykes nexted by D.

Figintifie are to recover pessection of the following: mand \* man and the second section from the profit profit to profit the second se A September of the Control of the Co . . . Witness or land, this the LS day of Househay, 1988. e. Salte end there have lydnin of file sumone. \_o'clodi, to answer the committee of D. G. Dailey and Dande Roy caber, 1988, next at my office in <del>Resemblishe</del>, Alabama, at anom  $\mathbb{R}_{ullet}$  is limits to appear before me, on the  $\overline{\mathbb{Z}_d}$  by of A TA SELECTE OF LATER OF TENEDS: REMAIN COORDA The property of the second property of the second s

Buildings located upon the baid inact of land described as The Dorth one half of the Worth one half of the bouth one half of the worthers of the worthers of the worthers of the worthers of the worthers, Township Beven beautions hanged not because in worth or hand five acres, more or least

and by which written agreement the Defendant was to elther purchase the Smildings on these premises above described or To
deliver possession of the same to the Blaintiffs and after date
of delivery of possession to Plaintiffs, Mighntiffs and after date
fifty dere in which to remove the buildings and the Defendant
has not given the Flaintiffs the fifty days in which to remove
the said buildings and which now the Defendant, after the
termination of his possessory interset, and after the Mighntiff's
demand in griting has unlarfully detained, together with Diffy
Dollars (450.00) for the detention thereof.

50 Eq 1038

STATE OF ALABAMA, COUNTY OF BALDWIN.

This indenture, made and entered into this the ninth day of December, 1937, by and between E. G. Daikey and Maude E. Dailey his wife, party of the first part, and Wells, party of the second part,

WITNESSETH, That for and in cohsideration of the sum of Two hundred dollars, Fifty dollars of which has been paid by the second party to the first party, the receipt of which is hereby acknowledged, the balance of which is to be paid to the first party on or before the 1st day of May, 1938, the said first party agrees to sell to the second party or his assigns, those certain frame buildings now owned by them and now situated on the following described lands, towit;-

the north one half of the south one half of the north one half of the south east quarter of the south east quarter of the south east quarter of section thirty (30) township seven (7) south range four (4) east in Baldwin County, Alabama, containing five acres, more or less,

It is further agreed that said second party shall have the right to occupy said buildings until the first day of May, 1938, Should said second party fail or refuse to pay said further sum of \$150.00 to said first party on or before the said first day of May, 1938, said second party agrees to immediately deliver possession of said buildings to said first party, and said sum of fifty dollars shall be forfeited to and retained by said first party as liquidated damages, and not as a penalty; and that said first party shall have the right to remove said buildings from said land at any time before the 20th day of June, 1938, or within fifty days from the delivery of possession to said first party, together withall necessary rights of ingress and egress therefor.

In witness whereof, we have hereunto set our hands and seals in duplicate the day and year first above written.

Mande E. Dailey SEAL B. R-Wells SEAL

APPROVED:

Jesome Justice of the Peace.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of a deed this day executed and delivered by E. G. DAILEY and wife to LOUISA WALBRIDGE conveying five acres of land in Baldwin County, Alabama, heretofore conveyed by Charles Walbridge, now deceased to the said E. G. Dailey, the said LOUISA WALBRIDGE, the widow of the said Charles Walbridge does hereby give the said E. G. Dailey the right to remove the buildings on the premises at any time before June twentieth 1938.

It is understood that the premises are now occupied by one Wells who has the right to stay on the premises until the first day of November, 1937.

It is further understood that after November the first, 1937 Louisa Walbridge has the right to occupy the land and use it in any way she sees fit, but should she or her tenant use the buildings on the land before the twentieth of June 1938 then the said E. G. Dailey is to get five dollars a month rent on them while they are so occupied. The said E. G. Dailey further agrees that should Louisa Walbridge desire to put a tenant in the buildings before he has removed the same Dailey will join in lease and rent the buildings to her tenant at the above stated rent for as long a period as the said Bouisa Walbridge wants the tenant to use the buildings. It being understood that at the expiration of said lease Dailey shall have a reasonable time to remove the buildings after the tenant vacates.

It is further agreed that when said buildings are removed Dailey will clear away the litter caused by tearing down the buildings and leave the land on which the stood in a neat condition.

In witness whereof the parties have hereunto set their hands and seals on this the \_\_ day of July, 1937.

Louisa Shalbridge (SEAL)

E & Dailey (SEAL)

STATE OF ALABAMA. COUNTY OF BAID WIN.

Before me, E. G. Rickarby, Jr., a Notary Public in and for said state and county personally appeared LOUISA WALBRIDGE and E. G. DAILEY, whose mames are signed to the foregoing instrument and who are known to me acknowledged before me on thisddate that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

In witness whereof I have hereunto put my hand

and official seal. The the 1 G

NOTARY PUBLIC IN AND FOR BALLYIN COUNTY, ALABAMA.

(SEAL)

LOUISA WALBRIDGE,

HTTH

B. G. DATLEY.

AGRIENTIN FOR DEED.

Tiled Jamon 9 1839
RS. Such Clark
By Marchie Maryeon Expery

E, G. RICKARBY, JR. FOLEY, ALABAMA LAWYER

Transcript of	of Civil Cases from Justice's	Court of Jerome Price	JP, Beat 14 Baldwi County,	Ala.
ATTORNEYS	NAMES OF PARTIES	CAUSE OF ACTION	ITEMIZED BILL OF COSTS	
OM Brown	E & Dailey and Mand Dailey.	Unlawful Detainer	JUSTICE'S FEES  Issuing Summons \$50  Issuing Alias Summons 50	
for cruning	Ns		Issuing 2. Subpoena. for each witness 15 IssuingExecution and Taxing Cost 50 Issuing	30
2	B. N. Wells	<u> </u>	taking answer 50 Issuing Attachment Writ 50 Attachment Bond and Affidavit 150 Garnishment Bond and Affidavit 50	
(3)			Appeal or Certiorari, including Bond 1 00 Bond 50 Administering Oath and Certifying same 25 Certificate not otherwise provided for 25	100
	DISPOSITIO	N OF CASE	Docketing Cause	10
	Bond and Affidavit Filed		Judgment on Summary Proceeding75IssuingVenire Facias50Transcript of Proceeding50	60
	Summons and Complaint Issued Ret.	Jerome Price go.	Attending Trial or Right of Property 1 00 Sci. Fa. or Notice in nature thereof 50	100
		me Walter D, S,	Making Return of Certiorari 50 Notice to Defendant 15 Release 25	30
Deg 3 rd	l control de la control de	often hearing the wideres	CONSTABLE'S FEES  Civil thises  Serving Summons 1 000	4.40
11	the Court gave the Pla	The state of the s	Serving 2. Summons on Each Witness & Serving 2. Summons on Each Witness & Serving	1.50
	\$3000 and possession	of the Bldg.	Levying Attachment under \$50.001 00 Levying Execution under \$50.001 00	
		some Prico JP.	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	
<u>.</u>			Witness Days 50	100

Filed January 9, 1939 R.S. Duch, Clerk

By - Nanslice Thompson, Deputy