

520
MAUD H. TAYLOR, CARRIE H.
DALE and ROBERT HUGGER,

Plaintiffs,

-VS-

W. C. HOLMES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

comes the Defendant in the above styled cause and demurs to the Complaint filed in said cause, and as grounds therefor, says:-

1st. That said Complaint does not state a cause of action.

2nd. That said Complaint fails to state who executed the Promissory Notes referred to in said Complaint.

3rd. That said Complaint claims interest at 8% from due date on said notes, but fails to state that the notes specified the amount of interest to be paid.

4th. For aught that appears in the Complaint the Defendant did not agree to 8% interest upon said notes from due date.

5th. That the allegation in the Complaint that the Defendant agreed to pay a reasonable Attorney's fee by virtue of a clause contained in said notes is but a conclusion of the pleader.

6th. That the allegation in the Complaint that the Defendant waived all rights of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, by virtue of provisions contained in said Notes, is but a conclusion of the pleader.

7th. That from aught appearing in the Complaint the Plaintiff is not entitled to claim a lien upon the crops now growing on said land.

8th. That said Complaint fails to accurately describe the lands referred to in said Complaint upon which the Plaintiffs claim a lien.

9th. That the Complaint fails to state when the sum of Three Hundred Twenty-five Dollars (\$325.00) was paid by the Defendant to the Plaintiffs, as referred to in said Complaint.

10th. That the Complaint improperly joins in one count a suit on Promissory Notes and a suit for Breach of Contract.

(page two)

Herbert A. Rosen
Attorneys for Defendant.

Defendant demands a trial of
this cause by Jury.

Herbert A. Rosen
Attorneys for Defendant.

RECORDED

DEMURRER.

MAUD H. TAYLOR, CARRIE H.
DALE and ROBERT HUGGER,

Plaintiffs,

-vs-

W. C. HOLMES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Filed July 10, 1939

R. S. Duck
Clerk.

By Amelia Thompson,
Deputy

MAUDE H. TAYLOR, CARRIE H. DALE)
and ROBERT HUGGER,

Plaintiffs,

-vs-

W. C. HOLMES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Comes the Defendant in the above styled cause and
demurs to the Complaint filed in said cause, and to each and every
Count thereof, separately and severally, and as grounds therefor,
says:

FIRST:

That said Complaint does not state a cause of action.

Byrd & Pason
Attorneys for Defendant

DEMURRER.

MAUD H. TAYLOR, CARRIE H.
DALE and ROBERT HUGGER,
Plaintiffs,

-VS-

W. C. HOLMES,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
LAW SIDE.

Filed 2/24/40

R. Duck
Clerk

MAUD H. TAYLOR, CARRIE H. DALE,)
AND ROBERT HUGGER,)
Plaintiffs,)

-vs-

W. C. HOLMES,

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Comes the Defendant in the above styled cause and
for answer to the Complaint filed in said cause and to each and
every Count thereof, separately and severally, and says:-

FIRST.

Non-Assumpsit.

SECOND.

That he denies the allegations of said Complaint.

THIRD.

That he had paid the notes sued upon before the fil-
ing of said suit.

Hubert A. Pearson
Attorneys for Defendant.

520

ANSWER.

MAUD H. TAYLOR, CARLIE H.
DALE AND ROBERT HUGGER,

Plaintiffs,

-VS-

W. C. HOLMES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
LAW SIDE.

FILED AUGUST 22, 1940.

R. S. Deak
Clerk.

THE STATE OF ALABAMA, }
BALDWIN }
Montgomery County.

To any Sheriff of the State of Alabama—GREETING:

You are hereby Commanded to summon

W. C. Holmes

BALDWIN
to appear before the Circuit Court of Montgomery County, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur or plead to the complaint of

Maudie H. Taylor, Carrie H. Dale and Robert Hugger

And you are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this 9th day of June

1937

R. S. Duck, Clerk
By - Franklin Thompson
Deputy Clerk.

COMPLAINT

THE STATE OF ALABAMA, }
BALDWIN }
Montgomery County.

In the Circuit Court of Montgomery County

Term, 193

Maudie H. Taylor, Carrie H.
Dale and Robert Hugger

vs.

W. C. Holmes

Plaintiff

The Plaintiffs Claim of the Defendant the sum of Defendant

One Thousand Fifty (\$1050.00) Dollars, due by eleven promissory notes for One Hundred Twenty Five (\$125.00) Dollars each, dated January 1, 1938, and payable on the following dates successively: July 1, 1938, October 1, 1938, January 1, 1939, April 1, 1939, July 1, 1939, October 1, 1939, January 1, 1940, April 1, 1940, July 1, 1940, October 1, 1940, December 31, 1940. Plaintiff further avers that said notes were given for rent of a certain parcel of real property located in Baldwin County, Alabama, and being a part of the Robert Hugger Estate, and that in and by the lease contract between plaintiffs and defendant, it provided that if said defendant should fail to pay each rent note as the same falls due, then all of the installments shall become immediately due and payable; and plaintiff avers that defendant failed to pay the note due on July 1, 1938, when due, and the note due on October 1, 1938, when due, and the note due on

January 1, 1939, when due, and the note due on April 1, 1939, when due; and plaintiff avers that plaintiff has notified the defendant that all of said notes for rent installments are now due and payable. Plaintiff acknowledges receipt of Three Hundred Twenty Five (\$325.00) Dollars paid by defendant upon said notes since said notes were placed in the hands of plaintiff's attorney. The plaintiff further claims interest at 8% upon said notes from due date.


The plaintiff claims of the defendant the further sum of Two Hundred Fifty (\$250.00) Dollars as a reasonable attorney's fee, which defendant agreed to pay by virtue of a clause contained in said notes.

The plaintiff further alleges that defendant waived all right to exemption under the Constitution and laws of Alabama, or any other state as to personal property by virtue of provisions contained in said notes.

The plaintiff further claims a lien upon all crops now growing or located upon and all crops grown during the term of said lease, namely, through December 31, 1940, upon the leased property, being described as follows:

"All that part of land beginning at the property line of the Kate Hugger property line, at an approximate distance East of the little red servants house, of fifty feet, running North to Boggy Branch, including barn and sheep barn only on what is known as the Valentine property, which was purchased by the late Robert Hugger. Also all that part of the pecan grove lying East of said line; also all land belonging to the Robert Hugger Estate lying East of the above line mentioned."

as security for the payment of the amount of said rent and attorney's fees.


Attorney for Plaintiffs

RECORDED

No.

Maude H. Taylor, Carrie H.
Dale and Robert Hugger

vs.

W. C. Holmes,
Foley, Alabama.

BALDWIN

Circuit Court of Montgomery County

Term, 193

SUMMONS AND COMPLAINT

Filed in office this 9th day of

June A. D., 1938

R. S. Duck, Clerk

By - *Indice Thompson*

Deputy Clerk.

H. M. Flurry

20th So. Perry St., Montgomery, Ala.
DIXIE PRINT-70988

Received in office 9th day of

1938

June

W. R. Shaver

Sheriff.

Executed by serving 2 cop

of the within Summons and Complaint on

Defendant this the 9th day of

1938

June

Sheriff.

W. R. Shaver

John R. Davis D.S.

MAUDE H. TAYLOR, CARRIE
H. DALE AND ROBERT HUGGER,
Plaintiffs

VS.

W. C. HOLMES,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the plaintiffs in the above styled cause and permission of the Court being had and obtained, does amend the Complaint in said cause as follows:

1. By inserting in the third line of said Complaint and immediately following the words "One Hundred Twenty Five (\$125.00) Dollars each," the following words "made by the defendant,".
2. By adding to the last sentence of the first paragraph of said complaint after the words "from due date" the following: "which defendant agreed to pay by virtue of a clause contained in said notes. Said payments on said notes were as follows: \$50.00 on February 14, 1939, \$175.00 on March 3, 1939, and \$100.00 on March 24, 1939."
3. By striking out all of the last paragraph of said Complaint beginning with the words "The plaintiffs further claim a lien" and extending to the end of said Complaint, as originally filed.
4. And by adding to said Complaint the following Counts respectively:

COUNT TWO

The plaintiffs claim of the defendant the sum of One Thousand Fifty (\$1050.00) Dollars, due by eleven promissory notes for One Hundred Twenty Five (\$125.00) Dollars each, made by the defendant, dated January 1, 1938, and payable as follows: one note due and payable July 1, 1938, one note due and payable October 1, 1938, one note due and payable January 1, 1939, one note due and payable April 1, 1939, and seven notes each of which became due and payable on the 18th day of May, 1939.

The plaintiffs acknowledge receipt of Three Hundred Twenty Five (\$325.00) Dollars, paid by the defendant upon said notes since said notes were placed in the hands of plaintiffs' attorney, as follows: \$50.00 paid on February 14, 1939, \$175.00 paid on March 3, 1939, and \$100.00 paid on March 24, 1939. And plaintiffs further claim interest at 8% upon said notes by virtue of the agreement by defendant contained in said notes to pay interest at the rate of 8% after maturity of each of said notes, respectively.

The plaintiffs claim of the defendant the further sum of Two Hundred Fifty (\$250.00) Dollars as a reasonable attorney's fee by virtue of an agreement contained in each of said notes, as follows: "to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by suit or otherwise."

The plaintiffs further allege that defendant waived all rights to exemptions under the Constitution and laws of Alabama or any other State as to personal property by virtue of a clause contained in each of said notes as follows: "all parties liable hereon, whether makers, endorsers, sureties, or guarantors, hereby severally waive, each for himself, as to this debt, or any renewal thereof, all right to exemption under the Constitution and laws of Alabama, or any other State, as to personal property,".

COUNT THREE

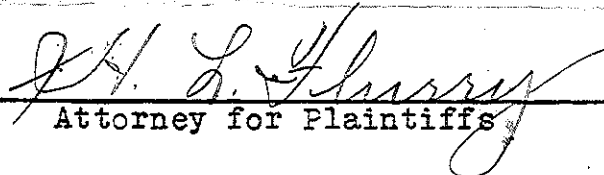
Plaintiffs claim of the defendant the sum of One Thousand Fifty (\$1050.00) Dollars, due by eleven promissory notes for One Hundred Twenty Five (\$125.00) Dollars each, made by the defendant, dated January 1, 1938; being payable as follows: July 1, 1938, October 1, 1938, January 1, 1939, April 1, 1939, July 1, 1939, October 1, 1939, January 1, 1940, April 1, 1940, July 1, 1940, October 1, 1940, and December 31, 1940. The plaintiffs

further aver that on the same date and simultaneously with the making of said notes, and as a part of the same transaction, the defendant entered into an agreement in writing with plaintiffs that in the event the defendant failed to pay each of said notes as the same fell due, the plaintiffs shall be authorized and empowered to immediately declare all of said notes immediately due and payable; that on the 18th day of May, 1939, and after failure to pay the note due on April 1, 1939, when the same was due and payable, the plaintiffs did so declare all of said notes due and payable, and by and through their duly authorized attorney and agent, did notify the defendant that all of said notes were due and payable in accordance with said agreement made and entered into by the defendant; and demanded immediate payment thereof; and plaintiffs acknowledge receipt of Three Hundred Twenty Five (\$325.00) Dollars paid by the defendant upon said notes since said notes were placed in the hands of plaintiffs' attorney on the 13th day of February, 1939, as follows: \$50.00 paid on February 14, 1939, \$175.00 paid on March 3, 1939, and \$100.00 paid on March 24, 1939. The plaintiffs further claim interest at the rate of 8% upon said notes from date of maturity by virtue of a clause contained in said notes by which defendant agreed to pay interest at the rate of 8% per annum after maturity of each of said notes respectively.

The plaintiffs claim of the defendant the further sum of Two Hundred Fifty (250.00) Dollars as a reasonable attorney's fee, which defendant agreed to pay by virtue of a clause contained in each of said notes as follows: "to pay all costs of collecting, or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise."

The plaintiffs further allege that the defendant waived all rights to exemption under the Constitution and laws of Alabama or any other State, as to personal property, by virtue of the

following clause contained in each of said notes: "all parties liable hereon, whether makers, endorsers, sureties, or guarantors, hereby severally waive, each for himself, as to this debt, or any renewal thereof, all right to exemption under the Constitution and laws of Alabama, or any other State as to personal property,".


Attorney for Plaintiffs

520

8-382

RECORDED

MAUDE H. TAYLOR, CARRIE
H. DALE AND ROBERT HUGGER,
Plaintiffs

VS.

W. C. HOLMES,
Defendant

AMENDMENTS TO COMPLAINT

Filed November 28, 1938
R. S. Dwyer, Clerk -

THE STATE OF ALABAMA, } No. 520. } CIRCUIT COURT
 Baldwin County } }
 Sept. Term, 1942

To Any Sheriff of the State of Alabama, Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of
 Maude H Taylor, Carrie H Dale, and Robert Duggar, Plaintiff in the suit,
 you cause to be made the sum of 12 90. Dollars,
 costs of suit, created by said Plaintiff, for that, whereas, on the 11th day of
 Nov. 1942, the said Plaintiff Case was Dismissed recovered by the judgment of the said Circuit Court
 of said County, against W C Holmes.

Defendant

to the suit, the sum of 0000 Dollars,
 besides 12 90. Dollars, costs of suit;

~~XXXXXX which Judgment an Execution has been issued and returned by the Sheriff "No property found"~~

AND HAVE YOU THAT MONEY ready to render to R S Duck,
 Clerk of said Court, and make return with this Writ and the Execution thereof, according to law.

Witness my hand this 11th day of Jan 43. 194

R S Duck Clerk

CLERK'S FEES	\$	Cts	SHERIFF'S FEES	\$	Cts
For every Summons and complaint.....	\$1.25	125	For Levying an Attachment.....	\$3.00	
Each copy thereof.....	30	30	Entering and Returning Attachment.....	25	
Entering a Sheriff's Return.....	20	20	Summoning Garnishee.....	1.50	
Docketing.....	25	25	Serving Summons on Writ.....	1.50	1 50
Entering Appearance.....	20	40	Serving Notice Sci. Fa. Notice, etc.....	65	
Filing.....	10	50	Serving..... Subpoenas.....	65	
Every Order made in Court.....	30	30	Empanelling Jury.....	75	
Copy thereof.....	25		Entering and Returning Execution.....	25	
Every Trial with or without Jury.....	75		Collecting Costs Execution.....	1.50	1 50
Entering up Judgment or copy thereof.....	30		Executing a Writ of Possession.....	2.50	
Issuing Execution.....	50	50	Taking and Approving Bonds.....	1.00	
Docketing Execution.....	25		Commissions.....		
Entering Return on Execution.....	20	20	Sheriff's Commission for Property		
Issuing Subpoenas.....	30		Sold Under Attachment.....		
Administering Oath.....	25		Seizing Personal Property on Writ		
Issuing Each Attachment Taking Bond	1.00		of Detinue.....	3.00	
Filing Attachment.....	10				3 00
Each Summons for Garnishee.....	50		RECAPITULATION		
Each copy.....	50		Clerk's Fees.....		6 90
Notice to Deft. in Garnishee on Sum-			Sheriff's Fees.....		3 00
mons and Copy, per 100 words.....	20		Justice's Fees.....		
Commissions to take Depositions or			Witness Fees in Justice of Peace Court		
copy.....	75		Constable's Fees.....		
Order to Execute Writ of Inquiry.....	30		Commissioner's Fees.....		
Copy of Interrogators, 15c per hundred			Printer's Fees.....		
words or.....	50		Witness Fees in Circuit Court.....		
Filing each Deposition and endorsing			Former Clerk's Fees.....		
same.....	20		Stenographer's Fees.....	5.00	
Final Record, per hundred words.....	15	3 00	Trial Tax.....	3.00	3 00.
Every Certificate.....	50				
Taking Bond not otherwise provided					
for.....	75				
Witness Certificate.....	25				
Continuance.....	10				
Certificate of Judgment.....	50				
Order of Publication.....	1.00				
		6 90			12 90.

THE STATE OF ALABAMA,
Baldwin County.

By virtue of the within execution, I have at

o'clock, M., this day of 194 levied

Sheriff

COLLECTION COSTS FROM

The State of Alabama,
BALDWIN COUNTY

I hereby certify that the within
and costs in this case are correct, and there
was waiver of exemption as to personal
property under the Constitution and Laws of
Alabama.

This day of 194

Clerk.

Received in office

194

Sheriff

Sheriff's Execution Docket, Page

Sheriff's Fee Book, Page

Returned to property of
this plaintiff's personal for
my County. This 1st day of
April 1943
W. R. Stuart, Sheriff
By W. R. Stuart, S.S.

No 5 20. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Maude H Taylor et al.

Plaintiff

vs.

W C Holmes.

Defendant

Civil Execution for Costs
Against Plaintiff

Costs - - - - \$12 90.

Civil Fee Book Cds. Page

Execution Docket Page

Filed Jan. 11th, 1943

Reedman Clerk.

H L F Lurry 203 S Perry st. Montgomery Ala.
Plaintiff's Attorney

Hybart & Chagon.
Defendant's Attorney

Received in Sheriff's Office
this 11 day of Jan., 1943
W. R. STUART, Sheriff