

WOODROW W. WILLIAMS,

Plaintiff,

vs.

GEORGE D. ARGIRO,

Defendant.

IN THE JUSTICE COURT OF

H. E. MILLS

BEAT EIGHT.

BALDWIN COUNTY, ALABAMA

NOTICE TO GEORGE D. ARGIRO

You are hereby notified that I, Taylor Wilkins
as Sheriff, of Baldwin County, Alabama, have been directed by a Writ issued out of the Justice Court of H. E. Mills, Beat 8, Baldwin County, Alabama, to remove you with your property found thereon from a certain lot on the North side of the right of way of the United States Highway 90, approximately 1,634 feet eastwardly from the East end of the Bridge over the Tensaw River; said lot to have a front of sixteen (16) feet on said Highway No. 90, and a depth of thirty (30) feet; and to deliver full and quiet possession thereof to Woodrow W. Williams.

You are further notified that after the expiration of three days from the service of this notice, I, Taylor Wilkins
as Sheriff, of Baldwin County, Alabama, will proceed with the execution of such Writ.

Taylor Wilkins
As Sheriff of Baldwin
County, Alabama.

June 1911

Executed by leaving a
copy of the written and
or Ernest Angira at
the place of business
described herein and
as agent for George D.
Angira - Mr. 5-22-50
George D. Angira
Sheriff

John W. Williams

Sheriff

John W. Williams

Sheriff

John W. Williams

APPEAL BOND

THE STATE OF ALABAMA,

County of ~~Mobile~~ *Baldwin*

KNOW ALL MEN BY THESE PRESENTS, That

are held and firmly bound unto

in the sum of Twelve Hundred and no/100 (\$1200.00) Dollars
 for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors
 and administrators.

Sealed with our seals, and dated this the 27 day of Maynineteen hundred and fiftyThe Condition of the above Obligation is such, That whereas on the 27th day

of May 19 50, H.E. Mills Justice of the Peace
 Beat Eight, Baldwin County, Alabama, Ex-Officio Judge of the Interior Civil Court of Court of
~~Mobile~~, rendered a judgment in favor of Woodrow W. Williams

against George D. Argirofor the sum of Six Hundred and no/100 (\$600.00) Dollars

debt or damages, and the further sum of \$ _____ cost of Court, from which judgment the said

George D. Argirohas applied for and obtained an appeal to the next term of the Circuit CourtBaldwin County, Alabama.Now, therefore, if the said George D. Argiro

shall prosecute said appeal to affect, or if

fail in said appeal, shall ~~pay~~ ^{obey} such judgment both as to debt and cost as may be rendered againstby the said Circuit Court

then in either of said events, this obligation to be void, otherwise, to remain in full force and effect.

Approved the 27 dayof May 19 50

Ex-Officio Judge of the Interior Civil Court of Mobile.

(L. S.)

(L. S.)

(L. S.)

WOODROW W. WILLIAMS,

Plaintiff,

VS.

GEORGE D. ARGIRO,

Defendant.

Ø IN THE JUSTICE COURT OF

Ø H. E. MILLS

Ø BEAT EIGHT

Ø BALDWIN COUNTY, ALABAMA

Ø

Now comes George D. Argiro, Defendant in the above entitled cause and avers under oath as follows:

That he is the Defendant in the above entitled cause and that he is not holding possession of the premises over and beyond the term of any lease or rental; that his right of possession has not been forfeited or determined; that due and proper notice has not been given him as required by law; that his right of possession has not been terminated or forfeited as required by law and he has a good and lawful right to the possession of said premises and is not holding possession of said property contrary to law or contrary to the rights of the Plaintiff. The premises considered, the Defendant prays that said service of notice to vacate on him be quashed and that said suit be dismissed with the costs taxed against the Plaintiff.

J. Jerry Reynolds Jr.
Attorney for Defendant.

George D. Argiro

STATE OF ALABAMA
COUNTY OF MOBILE

Personally appeared before me, the undersigned Notary Public in and for said State and County, this day, George D. Argiro, who is known to me, and who being by me first duly sworn, deposes and says that he has read the foregoing statements and that the same are true and correct as therein written to the best of his knowledge, information and belief.

George D. Argiro

Sworn to and subscribed before me on
this 23rd day of May, 1950.

William McMillen
Notary Public, Mobile County, Alabama

RECEIVED MAY 24 1950

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Filed May 24-1950
Taylor Wilkin
Shenff

Filed 5-24-50
L. E. Mills
Justice

WOODROW W. WILLIAMS,

Plaintiff,

VS.

GEORGE D. ARGIRO,

Defendant.

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§

IN THE JUSTICE OF PEACE COURT

H. E. MILLS

BEAT EIGHT

BALDWIN COUNTY, ALABAMA

Now comes the Defendant in the above styled cause, and judgment having been rendered in said case for the Plaintiff, Woodrow W. Williams, this 27th day of May, 1950, and hereby gives notice of an appeal in said case to the Circuit Court of Baldwin County, Alabama

Dated May 27, 50

Reynolds and Downing
Attorneys at Law

By: *Harold A. Downing*

WOODROW W. WILLIAMS,

Plaintiff,

VS.

GEORGE D. ARGIRO,

Defendant.

IN THE JUSTICE OF PEACE COURT

H. E. MILLS

BEAT EIGHT

BALDWIN COUNTY, ALABAMA

Now comes the Defendant in the above styled cause, and judgment having been rendered in said case for the Plaintiff, Woodrow W. Williams, this 27th day of May, 1950, and hereby gives notice of an appeal in said case to the Circuit Court of Baldwin County, Alabama.

Dated May 27th 50

Reynolds and Downing
Attorneys at Law

BY: *Maurice A. Downing*

WOODROW W. WILLIAMS,

Plaintiff,

vs.

GEORGE D. ARGIRO,

Defendant.

IN THE JUSTICE COURT OF

H. E. MILLS

BEAT EIGHT.

BALDWIN COUNTY, ALABAMA.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, H. E. Mills, Justice of the Peace, Beat 8, Baldwin County, Alabama, personally appeared Woodrow W. Williams, who after being by me first duly and legally sworn, doth depose and say under oath as follows:

That he is the owner of a lease and entitled to possession of the following described real property situated in Baldwin County, Alabama, to-wit:-

A certain lot on the North side of the right-of-way of the United States Highway 90, approximately 1,634 feet eastwardly from the east end of the Bridge over the Tensaw River; said lot to have a front of sixteen (16) feet on said Highway No. 90 and a depth of thirty (30) feet.

That George D. Argiro is now in possession of said property under a written lease from Bruce Lee Wolfe, dated March 8, 1949, and all right and title of the said Bruce Lee Wolfe has been duly transferred and assigned to the said Woodrow W. Williams; that the said George D. Argiro has violated the terms of his said lease and his right to possession has been forfeited; that the said Woodrow W. Williams gave notice in writing to the said George D. Argiro that such lease had been forfeited on April 26th, 1950, and the said Woodrow W. Williams therein demanded in writing that the said George D. Argiro surrender said property to him and the said George D. Argiro has failed and refused to deliver possession of such property to the said Woodrow W. Williams.

Woodrow W. Williams

Sworn to and subscribed before me on this the 17 day of May, 1950.

H. E. Mills

Justice of the Peace, Beat 8,
Baldwin County, Alabama.

Filed -
May 17, 1956

3000

WOODROW W. WILLIAMS, Ø IN THE JUSTICE COURT OF
 Plaintiff, Ø H. E. MILLS
VS. Ø BEAT EIGHT
GEORGE D. ARGIRO, Ø BALDWIN COUNTY, ALABAMA
 Defendant. Ø

Now comes George D. Argiro, Defendant in the above entitled cause and avers under oath as follows:

That he is the Defendant in the above entitled cause and that he is not holding possession of the premises over and beyond the term of any lease or rental; that his right of possession has not been forfeited or determined; that due and proper notice has not been given him as required by law; that his right of possession has not been terminated or forfeited as required by law and he has a good and lawful right to the possession of said premises and is not holding possession of said property contrary to law or contrary to the rights of the Plaintiff. The premises considered, the Defendant prays that said service of notice to vacate on him be quashed and that said suit be dismissed with the costs taxed against the Plaintiff.

George D. Argiro
G. Jerry Reynolds, Jr.
Attorney for Defendant.

STATE OF ALABAMA
COUNTY OF MOBILE

Personally appeared before me, the undersigned Notary Public in and for said State and County, this day, George D. Argiro, who is known to me, and who being by me first duly sworn, deposes and says that he has read the foregoing statements and that the same are true and correct as therein written to the best of his knowledge, information and belief.

George D. Argiro

Sworn to and subscribed before me on
this 23rd day of May, 1950.

Notary Public, Mobile County, Alabama

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

January 9, 1951

JOHN CHASON
NORBORNE C. STONE

PHONE 3641

Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Williams v. Argiro

The above case was tried in the Justice Court of Mr. Mills and was appealed by Mr. Argiro to the Circuit Court of Baldwin County, Alabama. On September 8, 1950, Mr. Argiro and Mr. Williams entered into an agreement in writing, in and by the terms of which agreement Mr. Argiro agreed to vacate the property by December 31, 1950, and if he did vacate by that date Mr. Williams was to pay the court costs and dismiss the suit. Mr. Argiro has vacated the property and Mr. Williams is this day paying the court costs and the case is to be dismissed.

Yours very truly,

CHASON & STONE

By: 

JC:am

CC: Mr. Terry Reynolds, Jr.
Attorney at Law
First National Bank Building
Mobile, Alabama

Transcript of Civil Cases from Justice's Court of

County, Ala.

ATTORNEYS	NAMES OF PARTIES	CAUSE OF ACTION	ITEMIZED BILL OF COST
<i>Phu Chason</i>	<i>Woodrow Williams</i>	<i>Violation of written lease</i>	Justice's Fees 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... 50 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 Sci. Fa. or notice in nature thereof... 50 Making Return of Certiorari..... 50 Notice to Defendant..... 15 Release..... 25
<i>Larry Reynolds</i>	<i>George Argers</i>		<i>50</i>
<i>W. Downing</i>			<i>1.00</i>
<i>Plaintiff's</i>			
<i>Witnesses</i>			
		DISPOSITION OF CASE	
<i>Woodrow Whalley</i>	<i>Bond and Affidavit Filed</i>	<i>May 17 - 1950</i>	
<i>D.B. Whalley</i>	<i>Summons and Complaint Issued Ret.</i>		
<i>W.E. Shingles</i>	<i>Ret. Executed By</i>	<i>Sheriff</i>	
<i>Dan Campbell</i>	<i>Defendant made affidavit before me</i>		
<i>J.V. Robertson</i>	<i>as to Viol. of lease - Hearing held</i>		
<i>Lane Belner</i>	<i>5-27-50 - Judgment rendered in favor of Plaintiff - Defendants appealed</i>		
<i>Defendant</i>	<i>decisions - Bond made payable to Sheriff</i>		
<i>Ernest Argers</i>	<i>& approved for \$200.00 + writ of</i>		
<i>William Lee Glover</i>	<i>Possession stayed</i>		
<i>Amos Downing</i>		<i>H. E. Miller</i>	
			CONSTABLE'S FEES Civil Cases Serving..... Summons..... 2 1 00 Serving..... Summons on each Witness... 25 Serving..... Garnishment..... 25 Levying Execution under \$50.00..... 1 00 Levying Attachment 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 Notices..... 50 Taking Bail or other Bond..... 50 Keeping Property Levied on..... WITNESS' FEES Witness..... Days..... 50 Garnishee's Fee..... Notice to Def. Writ of Attach.

*.50**50**1.00**50**2.50**3.00**1.50**1.50**3.00*

7W 1503

Filed 3-28-50
Alice French
Clerk

WOODROW W. WILLIAMS, I IN THE JUSTICE OF PEACE COURT
Plaintiff, I
VS. I H. E. MILLS
GEORGE D. ARGIRO, I BEAT EIGHT
Defendant. I BALDWIN COUNTY, ALABAMA

Comes the Defendant in the above styled cause, and
for answer to the order of this Honorable Court directing
and commanding the sheriff to deliver to the plaintiff,
Woodrow W. Williams, the possession to the property des-
cribed in the order, files separately and severally the
following separate and several special pleas:

O N E

That only one notice was given to the Defendant,
George D. Argiro, prior to this action when, according to
Title 31, Section 6, and Title 7, Section 967, of the Code
of Alabama, 1940, two notices are required before unlawful
detainer may be brought.

T W O

Unlawful detainer cannot be maintained by the Purchaser
in his own name, but must be brought by the vendor for the use
of the purchaser, which has not been done in this case.

T H R E E

A demand three days before commencing suit is insuffic-
ient to authorize a recovery and unlawful detainer.

F O U R

The demand for possession does not contain an allegation
that the Plaintiff claims under Bruce Lee Wolfe, the lessor,
as assignee, grantee, or purchaser.

F I V E

The Plaintiff, by his acts and words, has waived all
rights to maintain an action under the clause set out in the
order since he has allowed, condoned, and has otherwise told
the Defendant, George D. Argiro, that he could do the things
complained of.

S I X

A Justice of Peace Court is a court of limited juris-
diction and each order, judgment, or decree must contain all

the things necessary to maintain it's jurisdiction and to show that it did have jurisdiction in the subject matter and on the person of the Defendant, which is not affirmatively shown in the order now before the Court, since the order sets out that "due notice as required by law" was given the Defendant.

Reynolds and Downing
Attorneys for Defendant

By Marice G. Downing

FILED
JUL 25 1962

Filed 5-27-56
H. E. Miles

WOODROW W. WILLIAMS,

Plaintiff,

vs.

GEORGE D. ARGIRO,

Defendant.

IN THE JUSTICE COURT OF

H. E. MILLS

BEAT EIGHT

BALDWIN COUNTY, ALABAMA

TO TAYLOR WILKINS, AS SHERIFF OF BALDWIN COUNTY, ALABAMA, OR ANY
DEPUTY OR LAWFUL CONSTABLE OF BALDWIN COUNTY, ALABAMA:

Woodrow W. Williams having made affidavit as required
by law that the right to possession of the hereinafter described
property of the Defendant above named has been forfeited and that
he has demanded possession of said property and that said Defendant
has failed or refused to deliver possession thereof having been
given due notice as required by law.

You are hereby directed and commanded to deliver to
Woodrow W. Williams, the person entitled to the possession thereof
or to his representative full and quiet possession of the follow-
ing described property situated in Baldwin County, Alabama:

A certain lot on the North side of the right-
of-way of the United States Highway 90,
approximately 1,634 feet eastwardly from the
East end of the Bridge over the Tensaw River;
said lot to have a front of sixteen (16) feet
on said Highway No. 90, and a depth of thirty
(30) feet,

removing George D. Argiro, together with his property found thereon
away from said premises.

H. E. Mills

Justice of Peace, Beat Eight,
Baldwin County, Alabama.

5/22

Issued May 17
19, 50

L. E. Miles

Executed by sewing a
copy of this within waist on
Ernest Agiro at the Play
of business as described
herein and as agent for
George D. Agiro. This
May 22 1950.

Jay L. Wilkins
Sheriff

Counter affidavit
Filed 5-24-1950
Proceedings returned
herewith

15051

Jay L. Wilkins
Sheriff

5-24-1950

Exhibit

March 10 1950

No.

FIRST NATIONAL BANK
MOBILE 1ST ALABAMA

61-26
651

PAY TO THE
ORDER OF

W. W. Williams

\$6.00

Six Hundred & 00/100

DOLLARS

12^{MO}

Rent - March 8 - 1950

CAUSEWAY BEER CO.

By George Orger

To MFR CH 8 1950 Bay Ridge Laundry

W.W. Williams

