

T.J. VERDONSCHOT,

Plaintiff,

-vs-

H.D. HANSEN,

Defendant,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 1769

DEMURPER

Comes the Plaintiff in the above styled cause and demurs to Plea III of the Answer filed herein by the Defendant and for grounds states as follows:

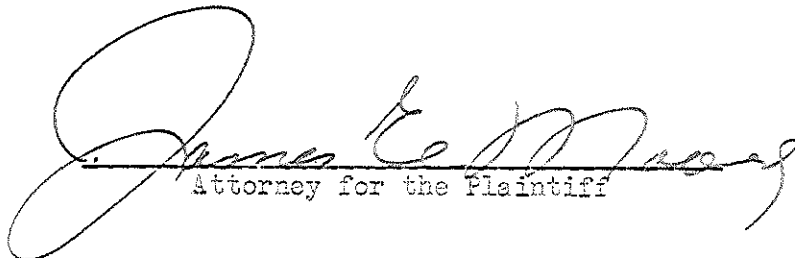
1. Said plea constitutes no defense to the action.
2. The allegations contained therein are naught but an attempt to alter the written contract alleged in and made a part of the complaint by averments of oral alterations thereto.
3. Each and every allegation of said plea is in contradiction of the terms of said written lease, hence is not admissible in evidence as a defense to the breach thereof.
4. Said allegations of said plea are offered in derogation of said written contract and are hence inadmissible in defense of a breach thereof.
5. Said plea admits the written lease referred to in and made a part of the complaint, and does naught else, but attempt to alter its terms by averments of oral agreements in derogation thereof.
6. From aught that appears there was no duty on the Plaintiff to request the Defendant to stop working the land in question, hence the allegation in said plea that "Plaintiff failed to request the Defendant to stop working said land although he knew of his presence" constitutes no defense to Plaintiff's action.
7. The allegation that Plaintiff "orally agreed he would turn back the land to Defendant as soon as the bulbs were dug "

Demurrer 2

is in derogation of said written contract and constitutes no defense thereto.

3. The allegation that Plaintiff "agreed prior to the time the Defendant began to work the land that Defendant could go ahead and plough the land" is vague and indefinite, in that it fails to ~~aver when and how this alleged agreement was made~~, whether written or oral, and for what consideration.

9. Said plea fails to allege any consideration for any of the purported oral or other agreements suggested in defense to the complaint.


Attorney for the Plaintiff

RECORDED

1769

FILED

MAY 2 1952

ALICE J. DUCK, Clerk

JAMES E. MOORE
ATTORNEY AT LAW
608 VAN ANTWERP BUILDING
MOBILE 12, ALABAMA
TELEPHONE 3-9526

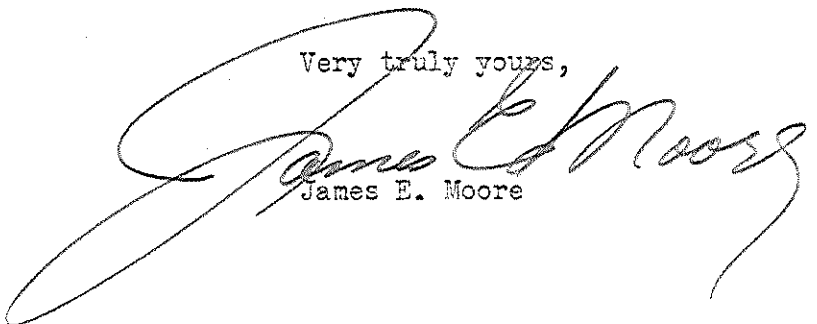
March 3, 1952

Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama

Dear Sir:

On behalf of my client, Mr. T.J. Verdonshot, of Foley, in your county, I am filing the enclosed complaint against H.D. Hansen, and will appreciate your taking care of it for me. I would also thank you for informing me when service has been perfected, and when the case is set.

Very truly yours,


James E. Moore

JEM/eg
encl.

No 1769

J. J. Verdonechat

vs.

N. D. Hansen

Damages

Filed 3-4-52

James E. Moore

T. J. VERDONSCHOT
Plaintiff

H. D. HANSEN
Defendant

ANSWER

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

FILED
APR 14 1952
ALICE J. DICK, Clerk

STATEMENT

LAW OFFICE OF
FOREST A. CHRISTIAN

FOLEY, ALABAMA.

December 18, 1952

Re: T. J. Verdonshot
vs: H. D. Hansen
Case No. 1769

Dear Mrs. Duck:

Since we have paid off the creditor, by sending a check to his attorney . Please send me a bill for costs in this case.

Yours very truly,

FOREST A. CHRISTIAN

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon H. D. Hansen

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against _____

H. D. Hansen

_____, Defendant

by T. J. Verdonschot

_____, Plaintiff.....

Witness my hand this 4th day of March 1952

Archie Alcock, Clerk

No. 1769

RECORDED
Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

T. J. VERDONSCHOT

Plaintiffs

vs.

H. D. HANSEN

Defendants

SUMMONS and COMPLAINT

Filed 3-17-52, 19

Clair A. Leach, Clerk

Plaintiff's Attorney

Defendant's Attorney

3-17-52

Defendant lives at

RECEIVED IN OFFICE

March 4, 1952

Taylor Wilkins, Sheriff

I have executed this summons

this 17 March, 1952

by leaving a copy with

H. D. Hansen

Taylor Wilkins, Sheriff

Edleigh Steadham, Deputy Sheriff

T.J. VERDONSCHOT,

Plaintiff,

-VS-

H.D. HANSEN,

Defendant,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. CASE NO. _____

ONE

The Plaintiff claims of the Defendant Nine Hundred fifty and No/100 (\$950.00) Dollars, damages for the breach of a written agreement, a copy of which is attached hereto and made a part hereof, entered into by him on the 18th day of January, 1951, by which he leased to the Plaintiff that certain tract of land described in said agreement, and an additional eleven (11) acres tract not set out therein, for the period from January 1, 1951 to December 31, 1951 and Plaintiff avers that during the term of said lease and in violation and breach of its terms, the Defendant did enter upon and take possession of said leased lands and proceed to cultivate and make use of them to his own benefit and the exclusion and injury of the Plaintiff, and that he did thereby deprive the Plaintiff of his right to the possession and use of said lands and destroy great quantities of valuable flower bulbs of the Plaintiff which were then in said land, completely depriving the Plaintiff of the market of said bulbs, wherefore and in all of which Plaintiff was damaged in the aforesaid sum of Nine Hundred fifty (\$950.00) Dollars.

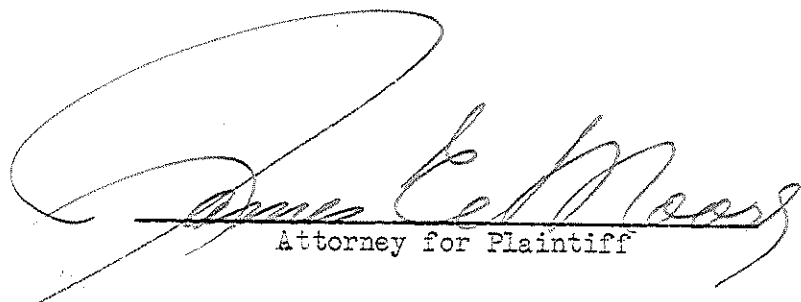
TWO

The Plaintiff claims of the Defendant Nine Hundred fifty and No/100 (\$950.00) Dollars, damages for a trespass by the Defendant on the land described in Count One of this complaint which description is adopted and made a part of this Count, said land being in the possession of the Plaintiff, and for ploughing up and using said land to the exclusion and injury of the Plaintiff and for destroying great quantities of flower bulbs of the Plaintiff which were on said land at the time, during the period beginning in to-wit July, 1951 and continuing to December 31, 1951, all to the Plaintiff's

damage in the aforesaid sum of Nine Hundred fifty (\$950.00) Dollars.

THREE

The Plaintiff claims of the Defendant Nine Hundred fifty and NO/100 (\$950.00) Dollars, for the use and occupation by him of the land described in Count One of this complaint which description is adopted and made a part of this Count, said land, belonging to the Plaintiff, from the 15th day of July, to the 31st day of December, 1951.



Attorney for Plaintiff

Defendant's address:

H.D. Hansen
Foley, Alabama

C O P Y

RENTAL *****CONTRACT *****

STATE OF ALABAMA.

BALDWIN COUNTY: -

THIS CONTRACT AND AGREEMENT, MADE IN DUPLICATE, THIS

day, by and between, H.D. Hanson, party of first part, and
T.J. Vanderschot, party of second part,

WITNESSETH: -

Party of first part hereby agrees to lease and rent to
party of second part, and party of second part, agrees to
lease and rent from said party of first part, under the
price, terms and other conditions, hereinafter stated, the
following described lands, TO-WIT: _____

The North-half(N1/2) of North-east Quarter(NE 1/4)
of South-east Quarter(SE 1/4) of Section Thirty-one
(31) Township Seven (7), South, Range Four (4),
said County and State, and containing TWENTY (20)
ACRES, more or less.

CONSIDERATION, being the sum of Four hundred dollars (\$400)
payable, in sum of two-hundred dollars, cash, on signing
of this contract, and balance of \$200.00, due and payable
July 1st, 1951.

TERM of lease:- the year 1951, beginning on January, 1st,
1951 and ending December, 31 st, 1951.

Party of second part, is to have right of ingress and egress,
to and from the above described lands, during the term of
this lease, for the purpose of cultivation and harvesting
any and all crops from the said lands.

Party of second part, further agrees that at the end of this
contract, to vacate the said land and deliver peaceful po-
session of same to party of first part

IN WITNESS WHEREOF, the parties hereto have placed their
hands and seals, this the 18th, day, January, 1951.

Signed (H.D. Hansen) (LS)

WITNESS:-

Signed (T.J. Vardonschot) (LS)

Signed and Sealed
Notary Public,
Baldwin County, Ala.

***** TO ATTNOC ***** LATWEN

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