

1931

C. A. MOULTON,)
Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
C. M. NORTHCUTT,)
Defendant.) AT LAW

DEMURRER

I.

Now comes the plaintiff and demurs to the motion filed in this cause by the defendant to transfer this cause to the Equity Docket, and as grounds of said demurrer assigns, separately and severally, the following:

1. There is no equity in the motion.
2. The allegations of the motion are but conclusions of the pleader and no facts are alleged which show an equitable defense which cannot be set up by the movant (defendant) in a trial of this cause on the Law Side of this court.
3. The alleged equitable defense set out in the said motion can be interposed by the defendant on a trial of this cause on the Law Side of this court under and because of the provisions of Title 7, Section 975 of the 1940 Code of Alabama.
4. It affirmatively appears that the alleged defense set up in the said motion can be interposed by the movant (defendant) in a trial of this cause on the Law Side of this court.
5. The facts alleged, if true, are not sufficient to authorize the transfer of this cause to the Equity Side of this court.
6. No facts are alleged to show that the alleged defense set out in the said motion cannot be interposed in a trial of this cause on the Law Side of this court.
7. No facts are alleged to show that the alleged defense set up in the said motion cannot be interposed in a trial on the Law Side of this court under the provisions of Title 7, Section 975 of the 1940 Code of Alabama.
8. It affirmatively appears that the alleged equitable defense set up in the said motion can be interposed on a trial of this cause without its being transferred to the Equity Side of this

court.

II.

Now comes the plaintiff and demurs to Paragraph Numbered 6 of the motion filed by the defendant to transfer this cause to the Equity Docket, and as grounds of said demurrer assigns, separately and severally, grounds numbered 1 through 8, both inclusive, set out above, just as though the said grounds numbered 1 through 8, both inclusive, were specifically rewritten here.

J. B. Blackburn
Attorney for plaintiff.

RECORDED

DEMURRER

C. A. MOULTON,

Plaintiff,

VS.

C. M. NORTHCUTT,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

FILED

3-2-53

ALICE I. DUCK, Clerk

C. A. MOULTON,)	
Plaintiff,)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
C. M. NORTHCUTT,)	AT LAW
Defendant.)	

NOTICE TO PRODUCE WRITTEN INSTRUMENTS

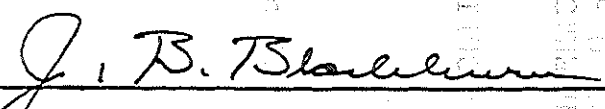
TO C. M. NORTHCUTT, OR CHASON AND STONE, AS ATTORNEYS FOR C. M. NORTHCUTT:

Demand is hereby made upon you to produce on the trial of this cause during the week commencing March 9, 1953, or on the date to which the cause may be continued, each of the following:

1. Original letter from C. A. Moulton to C. M. Northcutt, dated September 12, 1952.
2. Original letter from J. B. Blackburn, agent and attorney for C. A. Moulton, to C. M. Northcutt, dated December 24, 1952.
3. Original letter from C. A. Moulton to L. S. Kimbler and C. M. Northcutt, dated December 30, 1952.

Upon your failure to produce the original instruments described above, secondary evidence of their contents will be introduced by the plaintiff on the trial of the said cause.

Dated this 26th day of February, 1953.



Attorney for plaintiff.

[Faint handwritten notes and signatures at the bottom of the page]

Entered Feb. 26, 1953
By serving a copy
of the within
notice on personal
attorney for
C. M. Northcutt

Taylor Wilkins
Shirley
J. F. Hall

Chas. + Alice

NOTICE TO PRODUCE WRITTEN
INSTRUMENTS.

RECORDED

C. A. MOULTON,

Plaintiff,

VS.

C. M. NORTHCUTT,

Defendant.

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

FILED

Feb 26, 1953

ALICE J. DUCK, Register

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

FRANK PROPST

JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA.

Comes the Defendant in the above styled cause and moves the Court to strike the affidavit filed by the Plaintiff in said cause and to dismiss this proceeding, and as grounds for said motion, says:

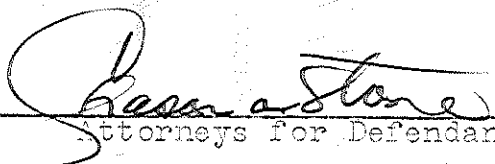
1. That said affidavit alleges in the alternative that the Defendant is holding over and beyond the term for which the property was rented or after his right to possession has terminated.

2. That said affidavit fails to affirmatively show when such lease expired by its terms.

3. That said affidavit fails to show the time when such lease was to expire.

4. That said affidavit fails to show that a proper notice has been given terminating such lease.

5. That said affidavit fails to show that the notice required by Title 6 of Section 31 of the 1940 Code of Alabama, has been given.


Attorneys for Defendant.

RECORDED
MOTION

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

FRANK PROPST

JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA.

Filed: January 15 1953...

Frank P Propst Jr P

RECORDED

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

FRANK PROPST

JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA.

A F F I D A V I T

Before me, John Chason, a Notary Public in and for said State and County, personally appeared C. M. Northcutt, 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 C. M. Northcutt; that he is the Defendant in the above styled cause. That notice to vacate the following described property, viz:

Southeast Quarter of Section 12, Township 4 South, Range 4 East; East half of the Southeast Quarter of Section 11; The Southwest Quarter; The West half of the Southeast Quarter; The Southeast Quarter of the Northwest Quarter; South half of the Southwest Quarter of the Northeast Quarter of Section 12; The West half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; The Northeast Quarter of Section 14, all in Township 4 South, Range 5 East.

filed in said cause was duly served upon him by a Deputy Sheriff of Baldwin County, Alabama, on January 10, 1953.

Affiant says that his lease or term of rental of the above described property has not expired and that he is not holding possession of the premises over and beyond his term and that his right of possession has not terminated or been forfeited and that he still has a good and lawful right to the possession of the above described property.

C. M. Northcutt
C. M. Northcutt

Sworn to and subscribed before
me this 12th day of January, 1953.

John Chason
Notary Public, Baldwin County, Ala.

AFFIDAVIT

C. **RECORDED**

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF
FRANK PROPST
JUSTICE OF THE PEACE
BALDWIN COUNTY, ALABAMA.

Filed: January 12th, 1953

Frank Propst J.P.

*Received in
office 1-12-53
Taylor Wilkins
Scribble*

C. A. MOULTON,
Plaintiff,
VS.
C. M. NORTHCUTT,
Defendant.

IN THE JUSTICE COURT OF
FRANK PROPST
JUSTICE OF THE PEACE
BALDWIN COUNTY, ALABAMA

TO: TAYLOR WILKINS, SHERIFF OF BALDWIN COUNTY: GREETINGS:

C. A. Moulton, having filed in this Court the attached affidavit, as provided by the 1940 Code of Alabama, as Amended; Title 31, Section 35, you are hereby commanded to serve a copy of said affidavit at once upon the said defendant, C. M. Northcutt, together with a copy of this writ notifying him that after the expiration of three days from the service of this, not counting Sundays or legal holidays, you will proceed with the execution of this writ and remove and eject the said C. M. Northcutt, together with his goods from the following described premises, to-wit:

Southeast Quarter of Section 12, Township 4
South, Range 4 East.

East Half of the Southeast Quarter of Section 11;

Southwest Quarter;
West Half of the Southeast Quarter;
Southeast Quarter of the Northwest Quarter;
South Half of the Southwest Quarter of the North-
east Quarter of Section 12;


West Half of the Northwest Quarter;
Northeast Quarter of the Northwest Quarter of
Section 13;

Northeast Quarter of Section 14;

All in Township 4 South, Range 5 East.

and deliver the possession of said premises to the said C. A. Moulton or his authorized agent, and make return to this Court.

Dated this the 8th day of January, 1953.



Justice of Peace

C. A. MOULTON,)
Plaintiff,) IN THE JUSTICE COURT OF
VS.) FRANK PROPST
C. M. NORTHCUTT,) JUSTICE OF THE PEACE
Defendant.) BALDWIN COUNTY, ALABAMA

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for
said County in said State, personally appeared C. A. MOULTON, who,
after being by me first duly and legally sworn, deposes and says:

That he is the owner of the following described proper-
ty situated in Baldwin County, Alabama, to-wit:

Southeast Quarter of Section 12, Township 4
South, Range 4 East.

East Half of the Southeast Quarter of Section 11;

Southwest Quarter;
West Half of the Southeast Quarter;
Southeast Quarter of the Northwest Quarter;
South Half of the Southwest Quarter of the North-
east Quarter of Section 12;

West Half of the Northwest Quarter;
Northeast Quarter of the Northwest Quarter of
Section 13;

Northeast Quarter of Section 14;

All in Township 4 South, Range 5 East.

That the said C. M. Northcutt is the tenant and is now
in possession of said premises; that the said tenant has held and
now holds the said premises over and beyond the term for which the
same was rented, or after his right to possession has terminated,
and after Affiant's demand therefor.

Affiant now desires possession of said premises and
avers that the said C. M. Northcutt has refused or omitted posses-
sion to him when so demanded. Affiant prays that the Justice Court
of Frank Propst, in and for said County, require the said C. M.
Northcutt to deliver to Affiant, the owner of said premises, full
and quiet possession of same and remove the said C. M. Northcutt
with his property found thereon away from the said premises.

CA Moulton

Sworn to and subscribed before me on
this the 8th day of January, 1953.

James R. Owen

Notary Public, Baldwin County, Alabama.

1417
916-

C.A. Moulton

VS

C.M. Northcutt

916
RECORDED

Executed Jan, 10, 1953

By Serving copy on

C.M. Northcutt

Sheriff

Jaylor Wilkins

By

Edleigh Steadham

Filed Jan 8 1952

Frank P. Pugh Jr.

C. A. MOULTON,	1	IN THE JUSTICE COURT OF
Plaintiff,	1	FRANK PROPST
vs.	1	JUSTICE OF THE PEACE
C. M. NORTHCUTT,	1	BALDWIN COUNTY, ALABAMA.
Defendant.	1	

We, C. M. Northcutt, as Principal and the undersigned as sureties, are held and firmly bound unto C. A. Moulton in the sum of \$ 100⁰⁰, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of January, 1953.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That if the above named C. M. Northcutt shall prosecute to effect, an appeal this day taken by him to the next term of the Circuit Court of Baldwin County, Alabama, from a judgment rendered in this court on this day in favor of C. A. Moulton and against C. M. Northcutt, in and by which judgment the said C. M. Northcutt was ordered to deliver possession to the said C. A. Moulton of the property described in such judgment and to pay the amount of the costs as set out by such court and if the said C. M. Northcutt shall pay all such damages as the said C. A. Moulton may sustain by the prosecution of such appeal and to pay such judgment or comply with such order or decree as may be rendered against him in the Circuit Court of Baldwin County, Alabama, then this obligation to be void, otherwise to remain in full force and effect.

C. M. Northcutt SEAL
As Principal

E. S. Northcutt SEAL

Grady Thamer SEAL
As Sureties.

Taken and approved this
15th day of January, 1953.

Frank P. Propst
Justice of the Peace.

B O N D

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

FRANK PROPST

JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA

Filed: January 15, 1953.

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

FRANK PROPST

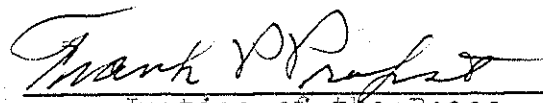
JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA

TO C. A. MOULTON, PLAINTIFF IN SAID CAUSE:

You are hereby notified that C. M. Northcutt, the Defendant in the above styled cause, has this day given notice of an appeal from the judgment rendered against him in this court and in favor of you, to the Circuit Court of Baldwin County, Alabama, and that the Defendant has executed with good and sufficient sureties, the bond as required by law in order to perfect such appeal, which bond has been approved by this court, and has also executed with sufficient sureties a good and sufficient supersedias bond in double the annual rental of such property as fixed by this court which bond has been approved by this court and that a writ of restitution or possession will not issue until such suit has been finally determined in the Circuit Court of Baldwin County, Alabama.

Dated this 15th day of January, 1953.


Justice of the Peace.

ORIGINAL.

NOTICE TO C. A. MOULTON

C. A. MOULTON,
Plaintiff,
vs.

C. M. NORTHCUTT,
Defendant.

IN THE JUSTICE COURT OF
FRANK PROPST
JUSTICE OF THE PEACE
BALDWIN COUNTY, ALABAMA

Filed: January 15, 1953.

Frank P. Propst

Presented this 22 day of Jan 1953

~~By~~ ~~presenting~~ the ~~within~~

~~and~~ ~~Defendant~~ at

Serving
Jimmie Owen

and placing him

T. G. Bullock
Sheriff
P. B. Selzer
D. S.

C. A. MOULTON,)
Plaintiff,)
VS.)
C. M. NORTHCUTT,)
Defendant.)

Before Frank P. Propst, Justice of Peace of Baldwin County, Alabama:

This day came the plaintiff and the defendant in the above entitled cause, and after hearing the evidence, I find that the said C. M. Northcutt, defendant, is now in possession of the premises sued for, to-wit:

The Southeast Quarter of Section 12, Township 4 South, Range 4 East; the East Half of the Southeast Quarter of Section 11; the Southwest Quarter, the West Half of the Southeast Quarter, the Southeast Quarter of the Northwest Quarter and the South Half of the Southwest Quarter of the Northeast Quarter of Section 12; the West Half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; the Northeast Quarter of Section 14, all in Township 4 South, Range 5 East, in Baldwin County, Alabama:

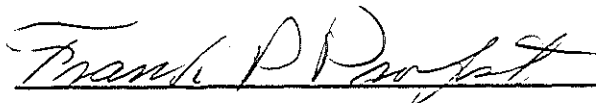
that he holds the said premises after his right of possession has terminated and after plaintiff has demanded the same:

It is, therefore, considered and adjudged by me that the said C. M. Northcutt, the defendant, do forthwith deliver to the said C. A. Moulton, the plaintiff, the full and quiet possession of the following described property situated in Baldwin County, Alabama, to-wit:

The Southeast Quarter of Section 12, Township 4 South, Range 4 East; the East Half of the Southeast Quarter of Section 11; the Southwest Quarter, the West Half of the Southeast Quarter, the Southeast Quarter of the Northwest Quarter and the South Half of the Southwest Quarter of the Northeast Quarter of Section 12; the West Half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; the Northeast Quarter of Section 14, all in Township 4 South, Range 5 East, Baldwin County, Alabama,

and that the said defendant remove therefrom all of his property; and that the plaintiff have and recover of the defendant the costs of this proceeding.

Dated this 15th day of January, 1953.



Justice of Peace.

Judgment Decree

IN SENATE
JANUARY 10, 1900
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 1, 1899
RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF NEW YORK
IN CONNECTION WITH
THE CANAL ZONE
AND THE LANDS
ACQUIRED BY THE
STATE IN CONNECTION
WITH THE CANAL ZONE
AND THE LANDS
ACQUIRED BY THE
STATE IN CONNECTION
WITH THE CANAL ZONE

ALBANY:
J. B. LIPPINCOTT
PRINTERS
1900

ALBANY:
J. B. LIPPINCOTT
PRINTERS
1900

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

FRANK PROPST

JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA

The judgment having this day been rendered against C. M. Northcutt, the Defendant in the above styled cause and in favor of C. A. Moulton, the Plaintiff in said cause, in and by the terms of which judgment the said Defendant was ordered to deliver possession of the property described in such order to the Plaintiff, and was ordered to pay the court costs which have accrued in said cause, the Defendant now gives notice of appeal on such judgment rendered by this court to the Circuit Court of Baldwin County, Alabama, and demands a trial in said cause by a Jury.

Dated this 15th day of January, 1953.

C. M. Northcutt

NOTICE OF APPEAL

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF
FRANK PROPST
JUSTICE OF THE PEACE
BALDWIN COUNTY, ALABAMA.

Filed: January 15, 1953.

Frank Propst J.P.

C. A. MOULTON,
Plaintiff,
vs.
C. M. NORTECUTT,
Defendant.

IN THE JUSTICE COURT OF
FRANK PROPST
JUSTICE OF THE PEACE
BALDWIN COUNTY, ALABAMA.

KNOW ALL MEN BY THESE PRESENTS: That we, C. M. Northcutt, as principal, and the undersigned as sureties, are held and firmly bound unto Taylor Wilkins, Sheriff of Baldwin County, Alabama, in the sum of \$2000⁰⁰, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of January, 1953.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That Whereas, on January 15, 1953, C. A. Moulton as Plaintiff, obtained a decree in the above styled cause in the Justice Court of Frank Propst, Beat Four, Baldwin County, Alabama, against the said C. M. Northcutt in and by the terms of which decree the said C. M. Northcutt was ordered to deliver possession to the said C. A. Moulton, of the following described real property situated in Baldwin County, Alabama, viz:

The Southeast Quarter of Section 12, Township 4 South, Range 4 East; the East half of the Southeast Quarter of Section 11; the Southwest Quarter; the West half of the Southeast Quarter; the Southeast Quarter of the Northwest Quarter; the South half of the Southwest Quarter of the Northeast Quarter of Section 12; the West half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; the Northeast Quarter of Section 14, all in Township 4 South, Range 5 East.

and to pay the costs of court which had accrued therein, from which said decree the said C. M. Northcutt has obtained an appeal to the next term of the Circuit Court of Baldwin County, Alabama.

NOW, THEREFORE, if the said C. M. Northcutt shall prosecute said appeal to effect and pay the said C. A. Moulton all such

damages as he may sustain by the prosecution of such appeal and shall satisfy such decree as may be rendered against him in said cause in the Circuit Court of Baldwin County, Alabama, then this obligation to be null and void, otherwise to remain in full force and effect.

And we, and each of us, hereby waive all right to or claim of exemption as to personal property which we or either of us have or may hereafter have under the Constitution and Laws of the State of Alabama, and we hereby severally certify that we have property located in Baldwin County, Alabama, to the full amount of the above described bond, free from all liens and encumbrances.

WITNESS our hands and seals this 15th day of January, 1953.

L. M. Northcutt SEAL
As Principal

E. V. Northcutt SEAL

Grady Thamer SEAL
As Sureties.

Taken and approved this
15th day of January, 1953.

Frank P. Probst
Justice of the Peace.

SUPERSEDIAS BOND

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

FRANK PROPST

JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA

Filed: January 15, 1953.

Frank Propst Jr.

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

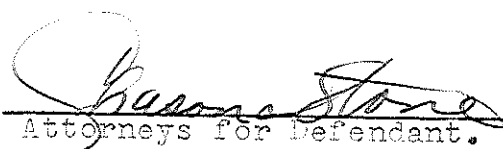
FRANK PROPST

JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA.

Comes the Defendant in the above styled cause and for answer to the Order of this Court directing the Sheriff to deliver possession of the property described in such order to the Plaintiff in said cause, and files the following separate and several special pleas:

1. That no notice was given the Defendant terminating his lease, as required by Section 6, Title 31 of the 1940 Code of Alabama.
2. That the period of time for which said property was leased to the Defendant has not expired and no notice of termination has been given the Defendant as required by law.
3. That the affidavit made by the Plaintiff which is the basis of this suit was prematurely made.
4. That the affidavit made by the Plaintiff which is the basis of this suit was made before the lease had expired by its terms or before a proper notice to terminate such lease had been given.
5. That the Defendant is not unlawfully in possession of such property as he has complied with all of the terms and conditions, of the lease under which he was holding.
6. That under the terms of said lease the Defendant had elected to renew the same for an additional period of three years and had paid the Plaintiff the sum of \$1,000.00 as rental on such property for the year 1953, together with \$5.00 as interest on such rental from December 1, 1952, to the date of payment, which payment was made by the Defendant to the Plaintiff, within thirty (30) days from the due date thereof, as provided in said lease.


Attorneys for Defendant.

PLEAS

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

IN THE JUSTICE COURT OF

FRANK PROPST

JUSTICE OF THE PEACE

BALDWIN COUNTY, ALABAMA.

Filed: January 15, 1953.

Frank Propst J.P.

for 1950, when he gathered his bean crop in 1950, provided he would pay six percent interest on the sum of \$950.00 from December 1st to date of payment, and in accordance with such oral agreement the Defendant went into possession of such property on January 1, 1950, and paid the Plaintiff the sum of \$997.30 on October 2, 1950, being \$950.00 principal and \$47.30 interest. That in December 1950, the Defendant again entered into an oral agreement with the Plaintiff in regard to the payment of rent for 1951, and it was agreed between such parties at said time that the Defendant would not be required to pay the 1951 rent in the sum of \$1,000.00 in December 1950, provided the Defendant's crop was sold through L. Irwin of Foley, Alabama, and that the said L. Irwin would hold such rent, together with interest thereon from December 1, 1950 to date of payment, out of such crop and that such rent for 1951 was paid for the account of the Defendant by L. Irwin & Son to the Plaintiff on October 8, 1951, in the sum of \$1,046.22, being \$1,000.00 rent and \$46.22 interest. That in December 1951, the Plaintiff and the Defendant entered into an oral agreement and by the terms of such agreement the Defendant was to be allowed to pay the rent for 1952 when he gathered his bean crop, provided he paid 6% interest on the amount of such rent from December 1, 1951 to date of payment. That before the Defendant gathered his bean crop, the Plaintiff turned a note, which had been executed by the Defendant as evidence of such rent, over to Brooks & Garrett, Attorneys at Law, Brewton, Alabama, for collection and such attorneys notified the Defendant on May 29, 1952, that they held such note for collection and that the Plaintiff was not terminating the contract but unless the Defendant made an immediate settlement with Mr. Moulton that Mr. Moulton would give him the written notice required by the contract to terminate the lease and repossess the property. That immediately following receipt of this letter the Defendant paid Brooks and Garrett, as attorneys for C. A. Moulton, the sum of \$1,030.85, being \$1,000.00 as rent and \$30.85 as interest on such rent from December 1, 1951, to June 5, 1952. That later such attorneys called to the attention of such Defendant that he had not

paid them the sum of \$50.00 as their attorney's fee for collecting such rent and this amount was paid by the Defendant to Brooks and Garrett on November 4, 1952. That under the terms of the written lease agreement, a copy of which is attached to this plea, unless the Defendant gave notice to the Plaintiff, in writing, at least six (6) months prior to the expiration of the original lease term, that he did not desire to renew said lease for an additional three year period, it would be construed as an election on his part to renew said lease for an additional three year period of time. That the Defendant did not give such written notice to the Plaintiff and the Defendant did elect to renew said lease for an additional three years as provided in said lease agreement. That in September, 1952, after the Plaintiff had received all rent due him for the original term of such lease, together with interest on such payment from the due date thereof, which payments had been paid in accordance with the oral agreements entered into by the parties to such lease, which oral agreements were made after the execution of such lease, the Plaintiff gave written notice to the Defendant that he was terminating such lease as of January 1, 1953, although there had been no breach of such lease as modified by the supplemental oral agreements hereinabove referred to. That about December 24, 1952, the Defendant informed the Plaintiff that he was ready, able and willing to pay his rent in the sum of \$1,000.00 for 1953, together with interest thereon from December 1, 1952, but the Plaintiff refused to accept such rent. That the Defendant then mailed to the Plaintiff, at Atmore, Alabama, which was his Post Office address as set out in such lease, on December 27, 1952, the sum of \$1,005.00 in lawful currency of the United States of America, being \$1,000.00 rent and \$5.00 as interest thereon from December 1, 1952. That the registered letter in which said cash was sent was received by the Plaintiff on December 30, 1952, and on December 31 such money was returned by the Plaintiff to L. S. Kimbler, who was subleasing a part of said property from the Defendant and who had put up a part of the cash for the rent, which the Defendant had paid to the Plaintiff. That when such money was received by the said L. S. Kimbler and the Defendant it was placed in escrow in the Baldwin County Bank, Bay Minette, Alabama, on January 2, 1953,

under the terms of which escrow agreement said sum of money was to be paid to the said C. A. Moulton whenever he agreed to accept the the same as rent for 1953, or such money was to be returned to the said L. S. Kimbler and the Defendant should there be a final decree rendered by any court removing them from said property. That the Defendant is willing for the money which he has placed in escrow, to be paid into this court upon a proper order from this court and to be held by this court until a final adjudication of this cause and which money shall be disposed of on the final determination of this cause in accordance with the decree of said Court.

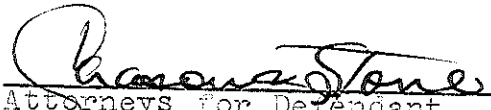

Attorneys for Defendant.

EXHIBIT "A"

STATE OF ALABAMA

BALDWIN COUNTY

THIS LEASE AND AGREEMENT, made and entered into in duplicate on this the 29th day of April, 1949, by and between C. A. Moulton, unmarried, hereinafter referred to as the "Lessor", and C. M. Northcutt, hereinafter referred to as "Lessee", WITNESSETH:

That for and in consideration of the sum of Fifty Dollars (\$50.00) this day cash in hand paid by the Lessee to the Lessor, receipt whereof is hereby acknowledged, and of the further sums to be paid as hereinafter set out, the said Lessor has and by these presents does hereby lease and let to the Lessee for the period of time, subject to the conditions and for the purposes hereinafter set out, the following described real property situated in Baldwin County, Alabama, to-wit:-

The Southeast Quarter of Section 12, Township 4 South, Range 4 East; the East half of the Southeast Quarter of Section 11; the Southwest Quarter, the West half of the Southeast Quarter, the Southeast Quarter of the Northwest Quarter and the South half of the Southwest Quarter of the Northeast Quarter of Section 12; the West half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; the Northeast Quarter of Section 14, all in Township 4 South, Range 5 East.

The Lessee, during the term of this lease or any renewal or renewals thereof shall have the exclusive right to use all of the buildings located on the above described land and to farm the land above described, which has heretofore been cleared for farming purposes and shall also have the exclusive pasture and hunting rights on all of the lands hereinabove described. The Lessor shall have the right to use the timber located on the above described land in any way that will not interfere with the reasonable operation of the Lessee and the Lessor shall also have the right to lease said land for oil, gas or mineral purposes and to collect the rentals therefor.

This lease shall be for a term of three (3) years beginning with January 1, 1950, and the Lessee shall have the right, provided he has not forfeited this lease in any of the ways hereinafter set out, to renew this lease for an additional period of

three (3) years and before the expiration of the first renewal period as herein set out he shall have the right to renew for another period of three (3) years and before expiration of that renewal period he shall have the right to renew for the additional period of three (3) years, making a total of twelve (12) years, which he, at his option, may lease said land as herein set out. The Lessee hereby agrees to pay the Lessor the sum of \$1,000.00 a year for such lease; the first payment to be made December 1, 1949, at which time the cash payment this day made shall be credited thereon, leaving a balance of \$950.00 to be paid by the Lessee to the Lessor, which total amount shall be in payment of the lease for 1950. Thereafter during the terms of this lease or any renewal of renewals thereof the Lessee shall pay the Lessor the sum of \$1,000.00 on the first day of December of each year. Should the Lessee elect not to renew this lease at the end of the 3 years of this lease or at the end of any renewal as above set out, he shall give the Lessor notice in writing addressed to him at Atmore, Alabama, or any further address that may be given the Lessee by the Lessor, which notice shall be given at least six (6) months prior to the expiration of the lease term and if the Lessee shall fail to give such notice to the Lessor before that time it shall be construed as an election on the part of the Lessee to renew said lease for an additional period of 3 years. During the time of any renewal or renewals the terms and conditions of this lease and the consideration therefor shall continue to operate.

The Lessee has this day executed one Promissory Waive Note in the sum of \$950.00 and two (2) Promissory Waive notes, each in the sum of \$1,000.00 payable to the order of the Lessor at the First National Bank of Atmore, Alabama, the first of said notes being due and payable December 1, 1949, and the next December 1, 1950, and the third December 1, 1951, each of said notes to bear interest at the rate of six percent (6%) per annum from maturity. Said notes are given as evidence of the amount due by the Lessee to the Lessor for the period of time to be covered by this original lease. Should the Lessee fail to pay the notes hereinabove set out on the due date thereof or fail to make the payments due under any renewal

or renewals of this lease and should such failure to pay continue for a period of thirty (30) days from the due date of any such installment, the Lessor, at his option, may terminate this lease by giving written notice to the Lessee of his desire to terminate the same, whereupon, all rights of the Lessee hereunder shall cease or the Lessor may elect to declare all rentals due under this lease or any renewal immediately due and payable by the Lessee. However, the Lessee would not be liable for any rentals beyond the period of time for which he is bound hereunder, which could not exceed a 3 year period.

The Lessee shall be entitled to all soil conservation benefits and Government subsidies that may accrue to or be paid for the benefit of agriculture purposes to the owner or one in possession of said lands which are being used for farming purposes. The Lessee hereby agrees that he will make all repairs on the improvements now situated on the said land that he shall deem necessary and hereby agrees that he will not commit nor permit waste of said property, reasonable wear and tear excepted. The Lessee shall not be liable for any buildings or improvements that may be destroyed by fire or sandstorm and the Lessor shall have the right to keep such improvements insured if he cares to do so.

The Lessor hereby covenants that he is the owner of the above described property in fee simple free and clear of all liens and encumbrances and that he has a good and perfect right to make this lease; that he will put the Lessee in possession of said lands and the improvements thereon immediately on January 1, 1950, and that he will warrant and defend his title and the possession of the Lessee against the lawful claims of all persons whomsoever.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, assigns and administrators.

Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the day and year first above written.

/S/ C. M. Northcutt SEAL

/S/ C. A. Moulton SEAL

STATE OF ALABAMA

ESCAMBIA COUNTY

I, R. F. Cruitt, a Notary Public, in and for said County in said State, hereby certify that C. A. Moulton and C. M. Northcutt, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of April, 1949.

/S/ R. F. Cruitt
Notary Public, Escambia County,
Alabama.

(Seal Affixed)

Filed: May 4, 1949
Recorded: Deed Book 141, pages 427-30

RECORDED
PLEAS

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

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

Filed: August 6th, 1953.

Alice J. Stone
Clerk

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

C. A. MOULTON,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

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

Comes the Defendant, C. M. Northcutt, in the above styled cause, and moves the court to transfer said cause from the Law Side of the court to the Equity Side of such court, and as grounds for such motion, shows unto this Court as follows:

1. That on April 29, 1949, C. A. Moulton, as the owner of the following described lands situated in Baldwin County, Alabama, viz:

The Southeast Quarter of Section 12, Township 4 South, Range 4 East; the East half of the Southeast Quarter of Section 11; the Southwest Quarter; the West half of the Southeast Quarter and the Southeast Quarter of the Northwest Quarter and the South half of the Southwest Quarter of the Northeast Quarter of Section 12; the West half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; the Northeast Quarter of Section 14, all in Township 4 South, Range 5 East.

entered into a lease agreement with C. M. Northcutt, the Defendant in this cause, inand by the terms of which agreement the said C. M. Northcutt was to have possession of said property for the purposes set out therein for a term of three years, beginning January 1, 1950, with the right to renew such lease for three additional three year periods, provided he had not forfeited such lease according to its terms and conditions, a copy of which lease is attached hereto, marked Exhibit "A", and made a part hereof.

2. That the consideration of such lease was to be \$1,000.00 per year, which amount was to be paid in December preceding such year and the Defendant had paid the Plaintiff the sum of \$50.00 at the time of executing such lease, leaving a balance of \$950.00 to be paid for 1950. Before making such payment and before taking possession of such property, the Defendant notified the Plaintiff that he would be unable to pay such balance in December 1949, as agreed upon in said lease and the Plaintiff agreed that the Defendant

could take possession of such property on January 1, 1950, and pay the balance due under such lease for 1950, when he gathered his bean crop in 1950, provided he would pay six percent interest on the sum of \$950.00 from December 1st to date of payment, and in accordance with such oral agreement the Defendant went into possession of such property on January 1, 1950, and paid the Plaintiff the sum of \$997.30 on October 2, 1950, being \$950.00 principal and \$47.30 interest. That in December 1950, the Defendant again entered into an oral agreement with the Plaintiff in regard to the payment of rent for 1951, and it was agreed between such parties at said time that the Defendant would not be required to pay the 1951 rent in the sum of \$1,000.00 in December 1950, provided the Defendant's crop was sold through L. Irwin of Foley, Alabama, and that the said L. Irwin would hold such rent, together with interest thereon from December 1, 1950 to date of payment, out of such crop and that such rent for 1951 was paid for the account of the Defendant by L. Irwin & Son to the Plaintiff on October 8, 1951, in the sum of \$1,046.22, being \$1,000.00 rent and \$46.22 interest. That in December 1951, the Plaintiff and the Defendant entered into an oral agreement and by the terms of such agreement the Defendant was to be allowed to pay the rent for 1952 when he gathered his bean crop, provided he paid 6% interest on the amount of such rent from December 1, 1951 to date of payment. That before the Defendant gathered his bean crop, the Plaintiff turned a note, which had been executed by the Defendant as evidence of such rent, over to Brooks & Garrett, Attorneys at Law, Brewton, Alabama, for collection and such attorneys notified the Defendant on May 29, 1952, that they held such note for collection and that the Plaintiff was not terminating the contract but unless the Defendant made an immediate settlement with Mr. Moulton that Mr. Moulton would give him the written notice required by the contract to terminate the lease and repossess the property. That immediately following receipt of this letter the Defendant paid Brooks and Garrett, as attorneys for C. A. Moulton, the sum of \$1,030.85, being \$1,000.00 as rent for 1952, and \$30.85 as interest on such rent from

December 1, 1951, to June 5, 1952. That later such attorneys called to the attention of such Defendant that he had not paid them the sum of \$50.00 as their attorney's fee for collecting such rent and this amount was paid by the Defendant to Brooks and Garrett on November 4, 1952.

3. That under the terms of the written lease agreement, a copy of which is attached to this motion, unless the Defendant gave notice to the Plaintiff, in writing, at least six (6) months prior to the expiration of the original lease term, that he did not desire to renew said lease for an additional three year period, it would be construed as an election on his part to renew said lease for an additional three year period of time. That the Defendant did not give such written notice to the Plaintiff and the Defendant did elect to renew said lease for an additional three years as provided in said lease agreement.

4. The Defendant further shows unto this court that in September, 1952, after the Plaintiff had received all rent due him for the original term of such lease, together with interest on such payment from the due date thereof, which payments had been paid in accordance with the oral agreements entered into by the parties to such lease, which oral agreements were made after the execution of such lease, the Plaintiff gave written notice to the Defendant that he was terminating such lease as of January 1, 1953, although there had been no breach of such lease as modified by the supplemental oral agreements hereinabove referred to. That about December 24, 1952, the Defendant informed the Plaintiff that he was ready able and willing to pay his rent in the sum of \$1,000.00 for 1953, together with interest thereon from December 1, 1952, but the Plaintiff refused to accept such rent. That the Defendant then mailed to the Plaintiff, at Atmore, Alabama, which was his Post Office address as set out in such lease, on December 27, 1952, the sum of \$1,005.00 in lawful currency of the United States of America, being \$1,000.00 rent and \$5.00 as interest thereon from December 1, 1952. That the registered letter in which said cash was sent was

received by the Plaintiff on December 30, 1952, and on December 31 such money was returned by the Plaintiff to L. S. Kimbler, who was subleasing a part of said property from the Defendant, and who had put up a part of the cash for the rent, which the Defendant had paid to the Plaintiff. That when such money was received by the said L. S. Kimbler and the Defendant it was placed in escrow in the Baldwin County Bank, Bay Minette, Alabama, on January 2, 1953, under the terms of which escrow agreement said sum of money was to be paid to the said C. A. Moulton whenever he agreed to accept the same as rent for 1953, or such money was to be returned to the said L. S. Kimbler and the Defendant should there be a final decree rendered by any court removing them from said property.

5. That on January 8, 1953, the Plaintiff went before Frank Propst, a Justice of the Peace, Beat Four, Baldwin County, Alabama, and made affidavit that the Defendant was unlawfully in possession of the property described in such lease and on the same day the said Frank Propst entered an order directing the Sheriff of Baldwin County, Alabama, to deliver possession of such property to the Plaintiff unless the Defendant, within three days from the service of a notice on him, should make a counter affidavit that he was not unlawfully in possession of such property. That the order was served upon the Defendant by a Deputy Sheriff of Baldwin County, Alabama on January 10, 1953, and on January 12, 1953, the Defendant executed such counter-affidavit that he was not unlawfully in possession of such property and a trial of said cause was set down for January 15, 1953, at 10:00 o'clock A. M. before Frank Propst, Justice of the Peace. That the only witnesses appearing at such trial were the Plaintiff and the Defendant and at the conclusion of such trial the said Frank Propst entered an order in favor of the Plaintiff and against the Defendant, requiring the Defendant to deliver possession of such property to the Plaintiff. That the Defendant gave notice of appeal on January 15, 1953, to the Circuit Court of Baldwin County, Alabama, and executed a bond payable to the Plaintiff in the sum of \$100.00, conditioned as required by law, in taking such an appeal, and on January 15, 1953, he also executed

a supersedias bond, payable to the Sheriff of Baldwin County, Alabama, in the sum of \$2,000.00, being twice the value of the annual rent, as fixed by the said Frank Propst, both of which bonds have been approved by said court and said cause is now pending in this court.

6. That there is an equitable question, the decision of which should dispose of this cause, arising in said case and which cannot be disposed of on the Law Side of this Court, as it depends upon the assertion of an equitable defense by such Defendant, in this: that the Plaintiff, in agreeing to accept the rent after its due date and in his course of dealing in accepting such rent in this manner, is now prevented from declaring a forfeiture of such lease without having first given the Defendant notice to comply with the strict terms of such lease, which notice was not given by the Plaintiff to the Defendant after the last payment of such rent and before such forfeiture was declared.

7. That the Defendant is willing for the money which he has placed in escrow, to be paid into this court upon a proper order from this court and to be held by this court until a final adjudication of this cause and which money shall be disposed of on the final determination of this cause in accordance with the decree of said Court.

C. M. Northcutt
Defendant.

STATE OF ALABAMA

BALDWIN COUNTY

Before me [Signature], a Notary Public, in and for said County in said State, personally appeared before me C. M. Northcutt, 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 C. M. Northcutt; that he is the Defendant in the above styled cause; that he signed the foregoing motion and has personal knowledge of the facts set out therein and that all of the allegations of the foregoing motion are true and correct.

Sworn to and subscribed before
me this 26 day of Feb
1953.

[Signature]
Notary Public, Baldwin County, Ala.

EXHIBIT "A"

STATE OF ALABAMA

BALDWIN COUNTY

THIS LEASE AND AGREEMENT, made and entered into in duplicate on this the 29th day of April, 1949, by and between C. A. Moulton, unmarried, hereinafter referred to as the "Lessor", and C. M. Northcutt, hereinafter referred to as "Lessee", WITNESSETH:

That for and in consideration of the sum of Fifty Dollars (\$50.00) this day cash in hand paid by the Lessee to the Lessor, receipt whereof is hereby acknowledged, and of the further sums to be paid as hereinafter set out, the said Lessor has and by these presents does hereby lease and let to the Lessee for the period of time, subject to the conditions and for the purposes hereinafter set out, the following described real property situated in Baldwin County, Alabama, to-wit:-

The Southeast Quarter of Section 12, Township 4 South, Range 4 East; the East half of the Southeast Quarter of Section 11; the Southwest Quarter, the West half of the Southeast Quarter, the Southeast Quarter of the Northwest Quarter and the South half of the Southwest Quarter of the Northeast Quarter of Section 12; the West half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; the Northeast Quarter of Section 14, all in Township 4 South, Range 5 East.

The Lessee, during the term of this lease or any renewal or renewals thereof shall have the exclusive right to use all of the buildings located on the above described land and to farm the land above described, which has heretofore been cleared for farming purposes and shall also have the exclusive pasture and hunting rights on all of the lands hereinabove described. The Lessor shall have the right to use the timber located on the above described land in any way that will not interfere with the reasonable operation of the Lessee and the Lessor shall also have the right to lease said land for oil, gas or mineral purposes and to collect the rentals therefor.

This lease shall be for a term of three (3) years beginning with January 1, 1950, and the Lessee shall have the right, provided he has not forfeited this lease in any of the ways hereinafter set out, to renew this lease for an additional period of

three (3) years and before the expiration of the first renewal period as herein set out he shall have the right to renew for another period of three (3) years and before expiration of that renewal period he shall have the right to renew for the additional period of three (3) years, making a total of twelve (12) years, which he, at his option, may lease said land as herein set out. The Lessee hereby agrees to pay the Lessor the sum of \$1,000.00 a year for such lease; the first payment to be made December 1, 1949, at which time the cash payment this day made shall be credited thereon, leaving a balance of \$950.00 to be paid by the Lessee to the Lessor, which total amount shall be in payment of the lease for 1950. Thereafter during the terms of this lease or any renewal of renewals thereof the Lessee shall pay the Lessor the sum of \$1,000.00 on the first day of December of each year. Should the Lessee elect not to renew this lease at the end of the 3 years of this lease or at the end of any renewal as above set out, he shall give the Lessor notice in writing addressed to him at Atmore, Alabama, or any further address that may be given the Lessee by the Lessor, which notice shall be given at least six (6) months prior to the expiration of the lease term and if the Lessee shall fail to give such notice to the Lessor before that time it shall be construed as an election on the part of the Lessee to renew said lease for an additional period of 3 years. During the time of any renewal or renewals the terms and conditions of this lease and the consideration therefor shall continue to operate.

The Lessee has this day executed one Promissory Waive Note in the sum of \$950.00 and two (2) Promissory Waive notes, each in the sum of \$1,000.00 payable to the order of the Lessor at the First National Bank of Atmore, Alabama, the first of said notes being due and payable December 1, 1949, and the next December 1, 1950, and the third December 1, 1951, each of said notes to bear interest at the rate of six percent (6%) per annum from maturity. Said notes are given as evidence of the amount due by the Lessee to the Lessor for the period of time to be covered by this original lease. Should the Lessee fail to pay the notes hereinabove set out on the due date thereof or fail to make the payments due under any renewal

or renewals of this lease and should such failure to pay continue for a period of thrity (30) days from the due date of any such installment, the Lessor, at his option, may terminate this lease by giving written notice to the Lessee of his desire to terminate the same, whereupon, all rights of the Lessee hereunder shall cease or the Lessor may elect to declare all rentals due under this lease or any renewal immediately due and payable by the Lessee. However, the Lessee would not be liable for any rentals beyond the period of time for which he is bound hereunder, which could not exceed a 3 year period.

The Lessee shall be entitled to all soil conservation benefits and Government subsidies that may accrue to or be paid for the benefit of agriculture purposes to the owner or one in possession of said lands which are being used for farming purposes. The Lessee hereby agrees that he will make all repairs on the improvements now situated on the said land that he shall deem necessary and hereby agrees that he will not commit nor permit waste of said property, reasonable wear and tear excepted. The Lessee shall not be liable for any buildings or improvements that may be destroyed by fire or sindstorm and the Lessor shall have the right to keep such improvements insured if he cares to do so.

The Lessor hereby covenants that he is the owner of the above described property in fee simple free and clear of all liens and encumbrances and that he has a good and perfect right to make this lease; that he will put the Lessee in possession of said lands and the improvements thereon immediately on January 1, 1950, and that he will warrant and defend his title and the possession of the Lessee against the lawful claims of all persons whomsoever.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, assigns and administrators.

Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the day and year first above written.

/S/ C. M. Northcutt SEAL

/S/ C. A. Moulton SEAL

STATE OF ALABAMA

ESCAMBIA COUNTY

I, R. F. Cruitt, a Notary Public, in and for said County in said State, hereby certify that C. A. Moulton and C. M. Northcutt, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of April, 1949.

/S/ R. E. Cruitt
Notary Public, Escambia County,
Alabama.

(Seal affixed)

Filed: May 4, 1949
Recorded: Deed Book 141, pages 427-30

Received in Sheriff's Office
this 26 day of Feb. 1953
TAYLOR WILKINS, Sheriff

Received 26 day of Feb. 1953

and on 27 day of Feb. 1953

I served a copy of the within

on

By service on J. B. Blackman

TAYLOR WILKINS, Sheriff

By Pat S. Scales D. S.

RECORDED

MOTION TO TRANSFER TO EQUITY

C. A. MOULTON,

Plaintiff,

VS.

C. M. NORTHCUTT,

Defendant.

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

Filed: February 26th, 1953.

Alfred Smith
Clerk.

LAW OFFICES
~~H. S. HART~~, CHASON & STONE
BAY MINETTE, ALABAMA

C. A. MOULTON,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS.)	
)	AT LAW
C. M. NORTHCUTT,)	
Defendant.)	

DEMURRER TO AMENDED PLEA

Now comes the plaintiff and demurs to amended Plea 2 filed in this cause by the defendant, and as grounds of said demurrer assigns, separately and severally, the following:

1. It does not set up any valid defense to the complaint.
2. It does not set up any valid defense to the complaint and raises immaterial issues.
3. It affirmatively appears that the defendant has forfeited his right to renew the said lease.
4. It affirmatively appears that the defendant, by failing to pay the rent due under the said lease when due, has forfeited his right to renew the said lease.
5. No facts are alleged to show that the defendant is entitled to have a renewal of the said lease.
6. The defendant, by his failure to promptly pay the rents due under the said lease during the period of time that it was in force, has forfeited his right to a renewal thereof.
7. No facts are alleged to show that the plaintiff is required to extend the said lease.
8. No facts are alleged to show that acceptance by the plaintiff of rents due under the said lease for the years of 1950, 1951 and 1952, after the said rents were due, compels or obligates the plaintiff to renew the said lease.

J. B. Blackburn
Attorney for plaintiff.

Figure 1 consists of seven sub-diagrams labeled (a) through (g), illustrating the steps of the proposed algorithm. Each diagram shows a 2D coordinate system with a point (x, y) and its distance from the origin. (a) shows the initial point (x, y) and its distance from the origin. (b) shows the point (x, y) and its distance from the origin. (c) shows the point (x, y) and its distance from the origin. (d) shows the point (x, y) and its distance from the origin. (e) shows the point (x, y) and its distance from the origin. (f) shows the point (x, y) and its distance from the origin. (g) shows the point (x, y) and its distance from the origin.

Defendant.

AT LAW

C. A. MOULTON,	I	
Plaintiff,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
C. M. NORTHCUTT,	I	LAW SIDE.
Defendant.	I	

Comes the Defendant in the above styled cause and amends his Plea Two to the Complaint filed in said cause so that the same shall read as follows:

TWO:

That on April 29, 1949, C. A. Moulton, as the owner of the following described lands situated in Baldwin County, Alabama, viz:

The Southeast Quarter of Section 12, Township 4 South, Range 4 East; the East half of the Southeast Quarter of Section 11; the Southwest Quarter; the West half of the Southeast Quarter and the Southeast Quarter of the Northwest Quarter and the South half of the Southwest Quarter of the Northeast Quarter of Section 12; the West half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; the Northeast Quarter of Section 14, all in Township 4 South, Range 5 East.

entered into a lease agreement with C. M. Northcutt, the Defendant in this cause, in and by the terms of which agreement the said C. M. Northcutt was to have possession of said property for the purposes set out therein for a term of three years, beginning January 1, 1950, with the right to renew such lease for three additional three year periods, provided he had not forfeited such lease according to its terms and conditions, a copy of which lease is attached to the Pleas filed by the Defendant in said cause on August 6, 1953 and is made a part hereof. That the consideration of such lease was to be \$1,000.00 per year, which amount was to be paid in December pre- ceding such year and the Defendant had paid the Plaintiff the sum of \$50.00 at the time of executing such lease, leaving a balance of \$950.00 to be paid in 1950. Before making such payment and before taking possession of such property, the Defendant notified the Plaintiff that he would be unable to pay such balance in December 1949, as agreed upon in said lease and the Plaintiff agreed that the Defendant could take possession of such property on January 1, 1950, and pay the balance due under such lease for 1950, when he gathered his bean crop in 1950, provided he would pay six percent interest

on the sum of \$950.00 from December 1st to date of payment, and in accordance with such oral agreement the Defendant went into possession of such property on January 1, 1950, and paid the Plaintiff the sum of \$997.30 on October 2, 1950, being \$950.00 principal and \$47.30 interest. That in December 1950, the Defendant again entered into an oral agreement with the Plaintiff in regard to the payment of rent for 1951, and it was agreed between such parties at said time that the Defendant would not be required to pay the 1951 rent in the sum of \$1,000.00 in December 1950, provided the Defendant's crop was sold through L. Irwin of Foley, Alabama, and that the said L. Irwin would hold such rent, together with interest thereon from December 1, 1950 to date of payment, out of such crop and that such rent for 1951 was paid for the account of the Defendant by L. Irwin & Son to the Plaintiff on October 8, 1951, in the sum of \$1,046.22, being \$1,000.00 rent and \$46.22 interest. That in December 1951, the Plaintiff and the Defendant entered into an oral agreement and by the terms of such agreement the Defendant was to be allowed to pay the rent for 1952 when he gathered his bean crop, provided he paid 6% interest on the amount of such rent from December 1, 1951 to date of payment. That before the Defendant gathered his bean crop, the Plaintiff turned a note, which had been executed by the Defendant as evidence of such rent, over to Brooks & Garrett, Attorneys at Law, Brewton, Alabama, for collection and such attorneys notified the Defendant on May 29, 1952, that they held such note for collection and that the Plaintiff was not terminating the contract but unless the Defendant made an immediate settlement with Mr. Moulton that Mr. Moulton would give him the written notice required by the contract to terminate the lease and repossess the property. That immediately following receipt of this letter the Defendant paid Brooks and Garrett, as attorneys for C. A. Moulton, the sum of \$1,030.85, being \$1,000.00 as rent and \$30.85 as interest on such rent from December 1, 1951, to June 5, 1952. That later such attorneys called the attention of such Defendant that he had not paid them the sum of \$50.00 as their attorney's fee for collecting such rent and this amount was paid by the Defendant to Brooks and

Garrett on November 4, 1952. That under the terms of the written lease agreement, unless the Defendant gave notice to the Plaintiff, in writing, at least six (6) months prior to the expiration of the original three year period, it would be construed as an election on his part to renew said lease for an additional three year period of time. That the Defendant did not give such written notice to the Plaintiff and the Defendant did elect to renew said lease for an additional three years as provided in said lease agreement. That in September, 1952, after the Plaintiff had received all rent due him for the original term of such lease, together with interest on such payment from the due date thereof, which payments had been paid in accordance with the oral agreements entered into by the parties to such lease, which oral agreements were made after the execution of such lease, the Plaintiff gave written notice to the Defendant that he was terminating such lease as of January 1, 1953, although there had been no breach of such lease as modified by the supplemental oral agreements hereinabove referred to. That about December 24, 1952, the Defendant informed the Plaintiff that he was ready, able and willing to pay his rent in the sum of \$1,000.00 for 1953, together with interest thereon for December 1, 1952, but the Plaintiff refused to accept such rent. That the Defendant then mailed to the Plaintiff, at Atmore, Alabama, which was his Post Office address as set out in such lease, on December 27, 1952, the sum of \$1,005.00 in lawful currency of the United States of America, being \$1,000.00 rent and \$5.00 as interest thereon from December 1, 1952. That the registered letter in which said cash was sent was received by the Plaintiff on December 30, 1952, and on December 31 such money was returned by the Plaintiff to L. S. Kimbler, who was subleasing a part of said property from the Defendant and who had put up a part of the cash for the rent, which the Defendant had paid to the Plaintiff.


Attorneys for Defendant.

C. A. MOULTON,)
Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
C. M. NORTHCUTT,) AT LAW
Defendant.)

~~DEMAND TO PRODUCE WRITTEN INSTRUMENTS~~

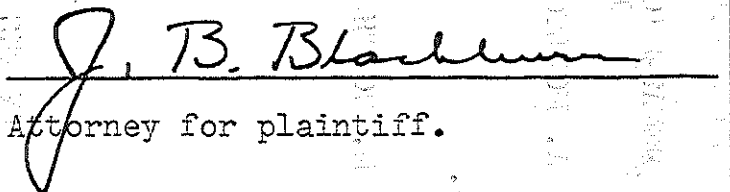
TO C. M. NORTHCUTT, OR CHASON AND STONE, AS ATTORNEYS FOR C. M. NORTHCUTT:

Demand is hereby made upon you to produce on the trial of this cause on September 16, 1953, or on the date to which the cause may be continued, each of the following:

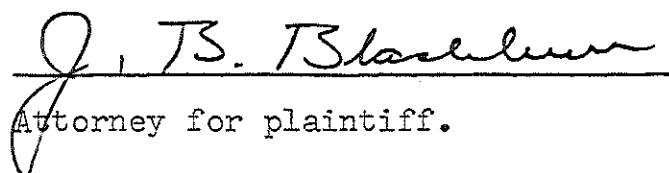
1. Original letter from C. A. Moulton to C. M. Northcutt, dated September 12, 1952.
2. Original letter from J. B. Blackburn, agent and attorney for C. A. Moulton, to C. M. Northcutt, dated December 24, 1952.
3. Original letter from C. A. Moulton to L. S. Kimbler and C. M. Northcutt, dated December 30, 1952.

Upon your failure to produce the original instruments described above, secondary evidence of their contents will be introduced by the plaintiff on the trial of the said cause.

Dated this 3rd day of September, 1953.


Attorney for plaintiff.

I hereby certify that I delivered a copy of the above instrument to Mr. John Chason, of the firm of Chason and Stone, attorneys for the defendant in this cause, on this the 3rd day of September, 1953.


Attorney for plaintiff.

RECORDED

1931

DEMAND TO PRODUCE WRITTEN
INSTRUMENTS

C. A. MOULTON,

VS.

C. M. NORTHCUTT,

Plaintiff,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

SEP 3 1953

ALICE J. DUCK, Clerk

C. A. MOULTON,)	
)	IN THE CIRCUIT COURT OF
VS. Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
C. M. NORTHCUTT,)	AT LAW
)	
Defendant.)	

MOTION TO STRIKE

Now comes the plaintiff and moves to strike Pleas 1, 2 ^{and} ~~and~~ 3 filed in this cause by the defendant, and as grounds for said motion, assigns, separately and severally, the following:

1. They are prolix.
2. They are irrelevant.
3. They are unnecessarily repeated.

4. They are unnecessarily repeated because any legal defense which the defendant has may be shown under the counter-affidavit filed by him in this cause under the authority of Title 31, Sections 37 and 39 of the 1940 Code of Alabama.

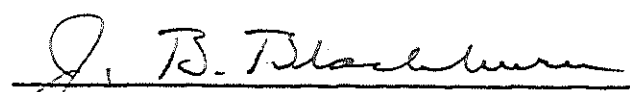
J. B. Blackburn
Attorney for plaintiff.

C. A. MOULTON,)
Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
C. M. NORTHCUTT,) AT LAW
Defendant.)

DEMURRER

Now comes the plaintiff and demurs to Plea **2** filed in this cause by the defendant, and as grounds of said demurrer, assigns, separately and severally, the following:

1. It does not set up any valid defense to the complaint.
2. It does not set up any valid defense to the complaint and raises immaterial issues.
3. It affirmatively appears that the defendant has forfeited his right to renew the said lease.
4. It affirmatively appears that the defendant, by failing to pay the rent due under the said lease when due, has forfeited his right to renew the said lease.
5. No facts are alleged to show that the defendant is entitled to have a renewal of the said lease.
6. The defendant, by his failure to promptly pay the rents due under the said lease during the period of time that it was in force, has forfeited his right to a renewal thereof.
7. No facts are alleged to show that the plaintiff is required to extend the said lease.
8. No facts are alleged to show that the plaintiff is bound or affected in any way because of the said deposit which the defendant made in the Baldwin County Bank.
9. No facts are alleged to show any connection or relationship between the plaintiff and the Baldwin County Bank.
10. No facts are alleged to show that acceptance by the plaintiff of rents due under the said lease for the years of 1950, 1951 and 1952, after the said rents were due, compels or obligates the plaintiff to renew the said lease.


Attorney for plaintiff.

DEMURRER

G. A. MOULTON,

VS.

C. M. NORTHCUTT,

Plaintiff,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

FILED
SEP 3 1953
ALICE J. DUCK, Clerk

Transcript of Civil Cases from Justice's Court of

County, Ala.

ATTORNEYS	NAMES OF PARTIES	CAUSE OF ACTION	ITEMIZED BILL OF COST
	C. A. Moulton vs C. M. Northcutt	Unlawful Detainer	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
		DISPOSITION OF CASE	CONSTABLE'S FEES Civil Cases Serving----- Summons----- 3 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-----
	Bond and Affidavit Filed		WITNESS' FEES ----- Witness----- Days----- 50
	3 Day Eviction or Unlawful Detainer Summons and Complaint Issued Ret. Jan 8-1953		Garnishee's Fee-----
	Jan 10. 1953 Ret. Executed By Sheriff Taylor Wilkins by Edleigh Steadham - Deputy. Trial Jan 15-1953		
	Affidavit filed Jan 12. 1953 - Jan 15-53 Motion filed to to strike plaintiffs Affidavit and to dismiss proceedings.		
	Motion Overruled. Special fees of defendant filed Jan 15-53.		
	Exhibits of plaintiff & defendant marked & filed during trial		
	From the evidence I find in favor of plaintiff. Notice of		
	Appeal filed Jan 15-53 by defendants attorney and demands jury		
	trial. Appeal bond set at \$100.00 and supersedeas bond at \$100.00		
	Bonds made & approved by Court. Judgment Decree filed by		
	plaintiff		

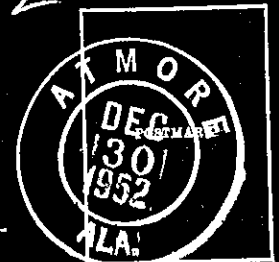
RECEIPT FOR REGISTERED ARTICLE No. 747

Fee paid 175 12-30, 1952 (Date)

Class postage paid 1st
Declared value, \$ 1005.00
Surcharge paid, \$

Return receipt fee 7
Special delivery fee

Restricted delivery (Accepting employee will place initials in proper space) in person 20 or order Fee paid



From C. A. Mauldin (Sender)
Addressed to J. B. Blackburn (Addressee)
Robertsdale, Ala. (Post office and State)

Postmaster, per X

RECEIPT FOR REGISTERED ARTICLE No. 748

Fee paid 30 12-30, 1952 (Date)

Class postage paid 1st
Declared value, \$ None
Surcharge paid, \$

Return receipt fee 7
Special delivery fee 20

Restricted delivery (Accepting employee will place initials in proper space) in person or order Fee paid



From Mrs. C. C. Mauldin (Sender)
Box 275, Robertsdale, Ala. (Post office and State)
Addressed to Mrs. C. C. Mauldin (Addressee)
Robertsdale, Ala. (Post office and State)

Postmaster, per X

RECEIPT FOR REGISTERED ARTICLE No. 749

Fee paid 30 12-30, 1952 (Date)

Class postage paid 1st
Declared value, \$ None
Surcharge paid, \$

Return receipt fee 7
Special delivery fee 20

Restricted delivery (Accepting employee will place initials in proper space) in person or order Fee paid



From Mrs. C. A. Mauldin (Sender)
Box 275, Robertsdale, Ala. (Post office and State)
Addressed to Mrs. C. C. Mauldin (Addressee)
Box 223, Robertsdale, Ala. (Post office and State)

Postmaster, per X

RECEIPT FOR REGISTERED ARTICLE No. 524

Fee paid 30 12/24, 1952 (Date)

Class postage paid 1
Declared value, \$ none
Surcharge paid, \$

Return receipt fee
Special delivery fee 20

Restricted delivery (Accepting employee will place initials in proper space) in person or order Fee paid



From J. B. Blackburn (Sender)
Box 100, Robertsdale, Ala. (Post office and State)
Addressed to Mrs. C. C. Mauldin (Addressee)
Robertsdale, Ala. (Post office and State)

Postmaster, per X



Robertsdale, Ala. 1-18 1980 No.

61-567

Central Baldwin Bank

Pay to the
Order of

C. A. Moulton 254
Two Hundred Fifty Four 100 Dollars

For

cash

PARAGON-BEAVER DAM, KY.

MEMORANDUM

No 1702

THE BANK OF ATMORE

Atmore, Ala., 1/25 1980

C. A. Moulton

We Charge Your Account and return herewith items described below. Reason for return endorsed or checked hereon.

Note
Check bn.
Draft
City
State

61-567 C. A. Moulton

AMOUNT
FEES

254/10

Signature Incorrect
Amount Incorrect
CounterSignature Required
Dated Ahead
Endorsement Missing
Endorsement Not Witnessed
Check Altered
Signature Not Authorized

Endorsement with
Pen and Ink
Insufficient Funds
No Account as Signed
No Funds
No Orders to Pay
No Reason Given

Not Due
Payment Refused
Payment Stopped
Receipt Required
Signature Incomplete
Signature Missing
Account Closed

TOTAL

254/10

THE BANK OF ATMORE

By

31

DEPOSITED WITH
THE BANK OF ATMORE
 ATMORE, ALABAMA

By

C. A. Moulton
 1942

This bank credits all items listed below subject to final cash payment, and reserves the right to charge back to depositor any item on which cash payment is not received. This deposit is accepted on conditions printed on back of duplicate.

CURRENCY	DOLLARS	CENTS
SILVER		
CHECKS AS FOLLOWS		
<i>3</i>	<i>25</i>	<i>10</i>
<i>1</i>	<i>2</i>	<i>10</i>
<i>Rent of</i>		
<i>Bureau</i>		
<i>Place</i>		
		<i>00</i>
DUPLICATE		
<i>35</i>	Total \$	<i>27 50</i>

806022

THIS DEPOSIT IS ACCEPTED ON CONDITIONS PRINTED ON BACK OF DUPLICATE

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300
(GPO)

POSTMARK OF DELIVERING OFFICE

Return to *J. B. Blackburn*
(NAME OF SENDER)
Street and Number, or Post Office Box *P.O. Box 59*
REGISTERED ARTICLE
No. *524* Post Office *134 minute*
INSURED PARCEL
No. *10-12421* State *ala*

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300
(GPO)

POSTMARK OF DELIVERING OFFICE

Return to *C. A. Moulton*
(NAME OF SENDER)
Street and Number, or Post Office Box *273*
REGISTERED ARTICLE
No. *747* Post Office *Atmore*
INSURED PARCEL
No. *10-12421* State *ala*

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300
(GPO)

POSTMARK OF DELIVERING OFFICE

Return to *C. A. Moulton*
(NAME OF SENDER)
Street and Number, or Post Office Box *Box 273*
REGISTERED ARTICLE
No. *749* Post Office *Atmore*
INSURED PARCEL
No. *10-12421* State *ala*

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

A. W. Matthews
(Signature of name of addressee)

Deliver to Addressee Only

2 _____
(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery *1-2-53* 19*53*

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

W. A. Kimball
(Signature of name of addressee)

DELIVER TO ADDRESSEE ONLY

2 _____
(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery *JAN 2 1953* 19*53*

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

W. A. Kimball
(Signature of name of addressee)

2 _____
(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery *JAN 2 1953* 19*53*

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, ETC.
(GPO)

POSTMARK OF DELIVERING OFFICE

Return to *Mr. C. D. Moulton*
(NAME OF SENDER)

Street and Number,
or Post Office Box, *Box 275*

REGISTERED ARTICLE
No. *748*

INSURED PARCEL

Post Office *Almore*

State *Ala.*

No. 15-12421

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, ETC.
(GPO)

POSTMARK OF DELIVERING OFFICE

Return to *C. D. Moulton*
(NAME OF SENDER)

Street and Number,
or Post Office Box, _____

REGISTERED ARTICLE
No. *332*

INSURED PARCEL

Post Office *Almore*

State *Ala.*

No. 15-12421

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, ETC.
(GPO)

POSTMARK OF DELIVERING OFFICE

Return to *Mr. L. S. Kimbler*
(NAME OF SENDER)

Street and Number,
or Post Office Box, *Box 223*

REGISTERED ARTICLE
No. *742*

INSURED PARCEL

Post Office *Robertsdale*

State *Ala.*

No. 15-12421

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1

Chas. Moulton
(Signature or name of addressee)

2

(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery 1-2-55 1955

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

2

(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery SEP 22 1952 1952

COPY

"Defendant's Exhibit 8"

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1

C.A. Moulton
(Signature or name of addressee)

2

Deliver to addressee only
(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery 12/30 1952

C O P Y

\$ 1,000.00

Atmore

Ala.,

April 29

1949

December 1, 1951

after date without grace I promise to pay to the order of

C. A. Moulton

One Thousand and no/100 DOLLARS

for value received, in lawful money of the United States of America, with interest from maturity

at the rate of 6 % per annum until paid.

Payable at First National Bank, Atmore, Alabama

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree 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. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any county in this State that the payee or assignee elects.

made and paid the 29th day of April, 1949

C
O
P
Y

\$ 1030.85

June 5 1952 No. _____

RECEIVED OF C. M. Northcutt

One Thousand Thirty & 85/100 DOLLARS

(\$1000.00 in check of Powell Farms & subject to collection

& \$30.85) for % - Rent for 1952 - C. A. Moulton

Brooks & Garrett, attys. for
C. A. Moulton,
By: L.G.B.

C
O
P
Y

\$ 50.00

Nov. 4 1952 No. _____

RECEIVED OF C. M. Northcutt

Fifty and 00/100 DOLLARS

For Collecting 1952 Rent for C. A. Moulton

Brooks & Garrett
By: N. M. Everage

Defendant's exhibit 4

Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

Defendant's Exhibit 5

Defendant's Exhibit 6

C
O
P
Y

L. IRWIN & SON
Grower and shipper of Farm Produce

No. 3277

Foley, Alabama 10-2 1950

Pay To The
Order of C. A. Moulton \$ 997.30
\$997 and 30 cts DOLLARS

For Rent C. M. Northcutt

TO FARMERS & MERCHANTS BANK
Foley, Alabama
61-292

L. IRWIN & SON

By /S/ E. M. Baugher

Teller

L. IRWIN & SON
Grower and Shipper of Farm Produce

No. 4575

Foley, Alabama 10-8 1951

Pay To The
Order of C. E. Moulton \$ 1046.22
\$1046 and 22 cts DOLLARS

FOR Rent for C. M. Northcutt

TO FARMERS & MERCHANTS BANK
Foley, Alabama
61-292

L. IRWIN & SON

By /S/ F. L. Irwin

C
O
P
Y
RECEIPT FOR REGISTERED ARTICLE No. 742

12-27 1952
Date

Fee paid 1.75
Class postage paid 1st
Declared value \$ 1005.00
Surcharge paid \$.02
Return receipt fee 7
Special delivery fee
Restricted delivery (in person
(accepting employee (or order
will place initials (Fee paid
in proper space) (

Atmore
Dec.
POSTMARK
29
1952
Ala.

From Mr. L. S. Kimbler
(sender)

Box 223
(street and number) Robertsedale, Ala
(Post office and State)

Addressed to Mr. C. A. Moulton
(Addressee)

Atmore, Ala
(street and number) (Post office and State) Postmaster, per K

2 PAID THROUGH 2
MOBILE CLEARING HOUSE
on pay to the order of
ANY BANK, BANKER OR TRUST CO.

Oct 10 1950

Prior Endorsements Guaranteed
THE MERCHANTS NATIONAL BANK
OF MOBILE
61-29 Mobile, Ala. 61-29

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
All propr endorsements guaranteed

Oct 15 1951

THE BANK OF ATMORE
21-209 Atmore, Ala. 61-209

Defendant's exhibit 1

/s/ C. A. Moulton
/s/ C. E. Moulton

/s/ C. A. Moulton

Defendant's Exhibit 2

Defendant's Exhibit No. 9

C
O
P
Y

Defendant Exhibit 3

BROOKS & GARRETT
Attorneys at Law
Brewton, Alabama

May 29, 1952

Mr. C. M. Northcutt,
R. F. D.
Robertsdale, Alabama

Dear Mr. Northcutt:

We are attorneys for Mr. C. A. Moulton of Atmore. He has asked us to write to you about your rent note to him in the principal amount of \$1,000.00, dated April 29, 1949, and payable December 1, 1951, with interest from maturity at the rate of 6% per annum. This note also provides for attorneys' fees and other collection costs if not paid at maturity.

Mr. Moulton has also referred to us an executed copy of the lease agreement between you and him, dated April 29, 1949, in connection with which the rent note was executed.

As you know or can learn by reference to this lease agreement, the lessor is given the option to terminate the lease if you should fail to pay any one of the rent notes and if such failure should continue for as long as thirty days. According to the papers before us this has occurred and, therefore, Mr. Moulton may terminate this lease. He is disposed to do this unless immediate arrangement is made to pay the accrued rent. We questioned him particularly about any subsequent agreement whereby he has extended the time for the payment of the note due last December. He said that he positively had never made any agreement different from that set out in the note and the lease contract.

Mr. Moulton says that you have a crop growing on the rented premises and that even though he has a right to terminate the lease at this time he is very reluctant to do this. He further added that if he should do so he would expect you to receive the benefits of this year's crop over and above the amount justly due him.

In the circumstances we hereby call upon you to pay this note, together with the interest as agreed to be paid therein and with a reasonable attorney's fee. The usual fee in such cases is 15% of the amount due but for an immediate settlement of your indebtedness to Mr. Moulton, we will reduce our fee to 5% of that amount. If we should have to proceed any further this fee would be correspondingly increased.

BROOKS & GARRETT
Attorneys at Law
Brewton, Alabama

Mr. C. M. Northcutt

Page 2

5/29/52

This is not a formal notice under the lease contract exercising the option of the lessor to terminate that contract; but if we cannot come to an immediate settlement Mr. Moulton will give you the written notice required by the contract and proceed to terminate the lease and repossess the premises.

He is informed that a part of this property has been sub-leased by you for this year and also that the sub-tenant has paid you the rent on that portion. He is, therefore, unable to understand why you have not paid him at least that amount.

Please let us hear from you by return mail.

Yours very truly,

BROOKS AND GARRETT

BY /S/ Leon G. Brooks

LGB/nme

C_

O

P

Y

Robertsdale, Alabama
December 29, 1952

Mr. C. A. Moulton
Atmore, Alabama

Dear Mr. Moulton:

I am enclosing herewith \$1005.00 Cash which is payment for rent including \$5.00 interest for the year 1953 on the following described property situated in Baldwin County, Alabama:

The Southeast Quarter of Section 12, Township 4 South, Range 4 East; the East half of the Southeast Quarter of Section 11; the Southwest Quarter, the West half of the Southeast Quarter, the Southeast Quarter of the Northwest Quarter and the South half of the Southwest Quarter of the Northeast Quarter of Section 12; the West half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 13; the Northeast Quarter of Section 14, all in Township 4 South, Range 5 East.

Yours very truly

C. M. Northcutt

PS-Please return receipt..

1931

SECRET

SECRET

SECRET

SECRET

SECRET

SECRET

SECRET

SECRET