

September 23, 1938

Hon. William C. Taylor,
First National Bank Bldg.,
Mobile, Alabama.

Re: Sims, et al., vs.
Graham, et al.

Dear sir:

This will acknowledge receipt of your letter of September 19th, relative to the above styled case.

Mr. Sims was in the office several days ago, and requested that the case be dismissed. After getting your letter, I have entered the following on the docket sheet:—"Dismissed by Plaintiff-9/22/38".

Execution will be issued against Mr. Sims for the costs incurred.

Trusting this will give satisfaction, I am,

Very truly yours,

R. S. DUCK, Clerk-Register.

By:

Deputy-Register.

nt/

473

WILLIAM C. TAYLOR
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA

September 19th, 1938.

Clerk, Circuit Court,
Bay Minette, Alabama.

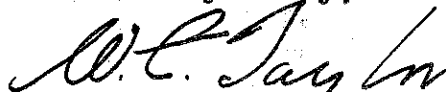
Dear Sir:

Re: A. Sims vs. T. A. Graham, et al.

Mr. Sims has requested that this case be dismissed. I discussed the matter with him over the telephone and he stated to me last week that he would make the request himself to you.

I intended to file an amended complaint in the case, as I did not know the circumstances and had no stenographer with me, but have not done so. I wish you would dismiss the case, in the event you have heard from Mr. Sims, as I want the request to come directly from him. He is supposed to have already spoken to you about it, and I will appreciate your advising me if that is the case.

Yours very truly,



W. C. TAYLOR,
Attorney for A. Sims.

WCT/1

9.22.38
Dismissed

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. IN EQUITY.

Comes A. Sims and respectfully shows unto the court that he is over the age of twenty-one years, and resides at Bay Minette, Baldwin County, Alabama, and exhibits this his bill of complaint against Pearl Bedford, H. C. Bedford, her husband, T. A. Graham, and Mrs. T. A. Graham, his wife, all of whom are over the age of twenty-one years and ~~reside~~ in

J. A. Graham and Mrs. T. A. Graham
Esconka
Baldwin County, Alabama. *and Mrs. Pearl Bedford and H. C. Bedford*
reside in Mobile County Alabama

PART ONE

Your complainant shows unto your Honors that on, to-wit, the 30 day of April, 1937, he agreed by contract to purchase certain property hereinafter described in part as the "Baldwin Hotel" and the premises on which it is located at Bay Minette, Alabama from the defendant, Pearl Bedford and her husband, H. C. Bedford, and to pay for same in accordance with the terms of the contract, which is attached hereto and made a part hereof by reference as if though incorporated herein and marked Exhibit "A"; that the defendant, T. A. Graham, agreed to lend your complainant the sum of Two Hundred Fifty Dollars (\$250.00) to pay the down payment on said property and take as security for his loan the assignment of the contract to purchase made between your complainant and the defendant to Pearl Bedford and her husband, H. C. Bedford; that subsequently, your complainant paid monthly payments regularly at the time and place when they became due until he paid the sum of Two Hundred Fifty-Four Dollars (\$254.00) at Thirty-Five Dollars (\$35.00) per month and taxes and license, and at which time the defendant, T. A. Graham, notified complainant that he would not extend any more time on his contract, and therefore was going to take the property over, but would permit

your complainant and his wife, Mrs. A. Sims, to operate the said "Baldwin Hotel" insofar as renting rooms was concerned on a fifty-fifty basis, and for one year your complainant could remain in possession of the premises and operate same; that without agreeing to the breach of the original contract of sale, which would not expire until on, to-wit the ___ day of _____, 1943; that on, to-wit the 30 day of December, 19 ___ he was notified by the defendant, T. A. Graham, that he would quit possession of the premises, which complainant avers would constitute irreparable injury to your complainant; that immediately thereafter said Graham attempted to oust your complainant out of said premises by a Writ of Unlawful Detainer before a Justice of the Peace, Baldwin County, Alabama, Beat #4, under an Act of the Special Session of the Legislature of Alabama, approved October 25th, 1932 and found on page 164, which your complainant contends is in violation of the Constitution of the State of Alabama, in that it violates Sections 1, 4, 6, 10, 13, and 45 of said Constitution; said land and property above referred to is described as follows:

Beginning at a point twelve and 50/100 chains west from southeast corner of Section 9, Township 2 South, Range 3 East; thence East two and 52/100 chains to a post; thence North four and 70/100 chains 33 degrees west to a point 70 feet from the center of Louisville and Nashville Railroad Track; thence South 64½ degrees west two and 21/100 chains to a post; thence South 25½ degrees West three and 36/100 chains to a point of beginning, containing 1.06 acres, more or less, excepting and reserving therefrom a strip 100 feet wide on north side thereof previously conveyed, Baldwin County, Alabama.

PART TWO

Your complainant further states that he has in good faith spent considerable time and money trying to carry out the first agreement to purchase said property, and never became delinquent in a single payment as required

by his contract, until he was notified by the said defendant, T. A. Graham, that he was going to take possession of said premises, as above set out.

PRAYER FOR PROCESS

WHEREFORE PREMISES CONSIDERED, your complainant prays that your Honors will take jurisdiction of the cause made by this bill of complaint, and will cause process to issue against the said Pearl Bedford and H. C. Bedford, her husband, and T. A. Graham and Mrs. T. A. Graham, his wife, making them parties defendant to this cause, requiring them to answer, plead or demur within the time required by law and the rules of this honorable court, and will set a day for a hearing of this cause.

PRAYER FOR RELIEF

Your complainant further prays unto this honorable court that it will on its own motion or as it may determine, direct the Register of this honorable court to hold a reference and ascertain by an accounting or otherwise in such manner as the court may determine, the true state of this account and what damages your complainant may be entitled from the defendants by reason of breach of contract, and what amounts have been paid on the purchase price, and require T. A. Graham and other defendants, as justice may require, to pay to your complainant such amounts which he is entitled to.

Your complainant further prays that this court will issue a preliminary restraining order, restraining Justice of the Peace, Beat #4, Baldwin County, Alabama, or any constable, deputy sheriff or other officer, and the said T. A. Graham or *his attorney's or agents* others from taking possession of said premises, or in any way interfering with this cause until this cause can be determined,

and upon a final hearing will issue a permanent injunction or restraining order, enjoining the said T. A. Graham and other defendants ^{the said} and Justice of the Peace, Beat #4, Baldwin County, Alabama, or any constable, deputy sheriff, or other officer from interfering, from taking possession, or from attempting to take possession, or in any way molesting this complainant until the issues in this cause have been permanently settled.

Your complainant further prays the court to take into consideration the sum of money that he has paid in good faith on said property in accordance with the terms of the contract above referred to, the total sum of Two Hundred Fifty-Four Dollars (\$254.00) in lawful money of the United States on said property, and the amount of money that he has so expended entering into this business enterprise, and the time and efforts he has put forth in good faith attempting to carry out the contract to purchase said property.

Your complainant further prays that said defendant, T. A. Graham, and other defendants, as the court may see fit, to be required to pay him forthwith all monies that he has paid in on said property and has expended in the enterprise, and for his services rendered in an effort to promote and improve same, and upon the failure to make said payments that the court will make an order or decree setting forth a lien against said property authorizing the sale of same to satisfy all of said claims, and authorize the Register of this honorable court, ~~in~~ ^{to sell the same and} the event the same is sold, to make a deed to the parties ^{and apply the proceeds to the payment of Complainant's interest in said} purchasing same, and for such other and further relief as he ^{may be} entitled in the premises as in duty bound he will ever pray.

Mark

 COMPLAINANT.
Mark

subject

STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

Personally appeared before me, a Notary Public, in and for said County and State, A. SIMS, Jr., after being first duly sworn, deposes and says:- That he has been informed as to the foregoing contents of this petition, and that the same is true and correct.

Sworn to and Subscribed before me this, the 1st day of September, 1938.

A. Sims
mark

Robert P. ...
NOTARY PUBLIC, Baldwin County, Ala.

FOOTNOTE:

Witness D. C. Wiser
John R. Davis

Defendants are required to answer each and every allegation contained in the foregoing bill of complaint, but not under oath, the oath thereto being hereby expressly waived.

M. C. Taylor
SOLICITOR FOR COMPLAINANT.

No.	1,	for	\$35.00	payable	May	30th,	1937
No.	2,	for	\$34.88	payable	June	30th,	1937
No.	3,	for	\$34.75	payable	July	30th,	1937
No.	4,	for	\$34.63	payable	Aug.	30th,	1937
No.	5,	for	\$34.50	payable	Sept.	30th,	1937
No.	6,	for	\$34.38	payable	Oct.	30th,	1937
No.	7,	for	\$34.25	payable	Nov.	30th,	1937
No.	8,	for	\$34.13	payable	Dec.	30th,	1937
No.	9,	for	\$34.00	payable	Jan.	30th,	1938
No.	10,	for	\$33.88	payable	Feb.	28th,	1938
No.	11,	for	\$33.75	payable	Mar.	30th,	1938
No.	12,	for	\$33.63	payable	Apr.	30th,	1938
No.	13,	for	\$33.50		May	30th,	1938
No.	14,	for	\$33.38		June	30th,	1938
No.	15,	for	\$33.25		July	30th,	1938
No.	16,	for	\$33.13		Aug.	30th,	1938
No.	17,	for	\$33.00		Sept.	30th,	1938
No.	18,	for	\$32.88		Oct.	30th,	1938
No.	19,	for	\$32.75		Nov.	30th,	1938
No.	20,	for	\$32.63		Dec.	30th,	1938
No.	21,	for	\$32.50		Jan.	30th,	1939
No.	22,	for	\$32.38		Feb.	28th,	1939
No.	23,	for	\$32.25		Mar.	30th,	1939
No.	24,	for	\$32.13		Apr.	30th,	1939
No.	25,	for	\$32.00		May	30th,	1939
No.	26,	for	\$31.88		June	30th,	1939
No.	27,	for	\$31.75		July	30th,	1939
No.	28,	for	\$31.63		Aug.	30th,	1939
No.	29,	for	\$31.50		Sept.	30th,	1939
No.	30,	for	\$31.38		Oct.	30th,	1939
No.	31,	for	\$31.25		Nov.	30th,	1939
No.	32,	for	\$31.13		Dec.	30th,	1939
No.	33,	for	\$31.00		Jan.	30th,	1940
No.	34,	for	\$30.88		Feb.	28th,	1940
No.	35,	for	\$30.75		Mar.	30th,	1940
No.	36,		\$30.63		Apr.	30th,	1940
No.	37,		\$30.50		May	30th,	1940
No.	38,		\$30.38		June	30th,	1940
No.	39,		\$30.25		July	30th,	1940
No.	40,		\$30.13		Aug.	30th,	1940
No.	41,		\$30.00		Sept.	30th,	1940
No.	42,		\$29.88		Oct.	30th,	1940
No.	43,		\$29.75		Nov.	30th,	1940
No.	44,		\$29.63		Dec.	30th,	1940
No.	45,		\$29.50		Jan.	30th,	1941
No.	46,		\$29.38		Feb.	28th,	1941
No.	47,		\$29.25		Mar.	30th,	1941
No.	48,		\$29.13		Apr.	30th,	1941
No.	49,		\$29.00		May	30th,	1941
No.	50,		\$28.88		June	30th,	1941
No.	51,		\$28.75		July	30th,	1941
No.	52,		\$28.63		Aug.	30th,	1941
No.	53,		\$28.50		Sept.	30th,	1941
No.	54,		\$28.38		Oct.	30th,	1941
No.	55,		\$28.25		Nov.	30th,	1941
No.	56,		\$28.13		Dec.	30th,	1941
No.	57,		\$28.00		Jan.	30th,	1942
No.	58,		\$27.88		Feb.	28th,	1942
No.	59,		\$27.75		Mar.	30th,	1942
No.	60,		\$27.63		Apr.	30th,	1942
No.	61,		\$27.50		May	30th,	1942
No.	62,		\$27.38		June	30th,	1942
No.	63,		\$27.25		July	30th,	1942
No.	64,		\$27.13		Aug.	30th,	1942
No.	65,		\$27.00		Sept.	30th,	1942
No.	66,		\$26.88		Oct.	30th,	1942
No.	67,		\$26.75		Nov.	30th,	1942
No.	68,		\$26.63		Dec.	30th,	1942
No.	69,		\$26.50		Jan.	30th,	1943
No.	70,		\$26.38		Feb.	28th,	1943
No.	71,		\$26.25		Mar.	30th,	1943
No.	72,		\$26.13		Apr.	30th,	1943
No.	73,		\$26.00		May	30th,	1943

276.52

No. 74 for	\$25.88	payable June 30th, 1943
No. 75 for	\$25.75	payable July 30th, 1943
No. 76	\$25.63	payable Aug. 30th, 1943
No. 77	\$25.50	payable Sept. 30th, 1943
No. 78	\$25.38	payable Oct. 30th, 1943
No. 79	\$25.25	payable Nov. 30th, 1943
No. 80	\$25.13	payable Dec. 30th, 1943

The State Of Alabama, } Circuit Court of Baldwin County, In Equity.
Baldwin County

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon

PEARL BEDFORD, H. G. BEDFORD, T. A. GRAHAM, AND MRS TA. GRAHAM

of _____ County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

A. SIMS

against said

PEARL BEDFORD, H. C BEDFORD, T. A. GRAHAM, AND
MRS. T. A. GRAHAM

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. Duck, Register of said Circuit Court, this 1st day of September, 1933.

R. S. DUCK

clerk, - register

Register

By

Handwritten signature

N. B. — Any party defendant is entitled to a copy of the bill upon application to the Register.

The State Of Alabama, } Circuit Court of Baldwin County, In Equity.
Baldwin County

To Any Sheriff of the State of Alabama—GREETING:

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A. SIMS,

against said

PEARL BEDFORD, H. C. BEDFORD, T. A. GRAHAM, and MRS. T. A. GRAHAM.

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. Duck, Register of said Circuit Court, this 1st day of September, 1938

R. S. DUCK

clerk, - register

By Sanford Thompson, Register Deputy

N. B. — Any party defendant is entitled to a copy of the bill upon application to the Register.

RECORDED

1931	5015	W. V. ...	287.18	40.
1931	5016	W. V. ...	287.18	40.
1931	5017	W. V. ...	287.18	40.
1931	5018	W. V. ...	287.18	40.
1931	5019	W. V. ...	287.18	40.
1931	5020	W. V. ...	287.18	40.
1931	5021	W. V. ...	287.18	40.
1931	5022	W. V. ...	287.18	40.
1931	5023	W. V. ...	287.18	40.
1931	5024	W. V. ...	287.18	40.
1931	5025	W. V. ...	287.18	40.
1931	5026	W. V. ...	287.18	40.
1931	5027	W. V. ...	287.18	40.
1931	5028	W. V. ...	287.18	40.
1931	5029	W. V. ...	287.18	40.
1931	5030	W. V. ...	287.18	40.

Filed September 1, 1938
 R. S. Ditch, Register
 by: Thelma Thompson,
 Deputy

1715 Bell Street, Park
original
376

Serve On _____
Pearl Bedford

Circuit Court of Baldwin County
IN EQUITY

No. 473

Summons

A. SIMS,
Complainant,

VS.

PEARL BEDFORD, ET AL.,
Respondent.

W. C. TAYLOR,
Solicitor for Complainant

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA,
Baldwin County

Received in office this 1st

day of Sept, 1938

M. K. Williams
Sheriff.

Executed this 17 day of

September, 1938

by leaving a copy of the Summons with

Carl Bedford, A.C.

Bedford
Defendant

R. S. Wilkerson
Sheriff

BY W. C. Taylor
Deputy Sheriff

original

Alman

Quack

7-866

RECORDED

Serve On

Circuit Court of Baldwin County
IN EQUITY

No. 473

Summons

A. SIMS,

Complainant

VS.

PEARL BEDFORD, ET AL

RESPONDENT

Solicitor for Complainant

W. C. QUAYTOR

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA,

Baldwin County

Received in office this

day of *Sept*, 193*8*

M. Wilkinson

Sheriff.

Executed this _____ day of _____, 193_____

by leaving a copy of the Summons with

W. A. Spoker - 9-1-38

Pearl Bedford - 9/1/38

Defendant

J. P. Bailey

Sheriff

By *W. W. Wise*

Deputy Sheriff