

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

June 10, 1971

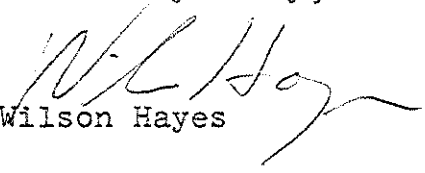
• Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Dear Eunice:

• Please file the enclosed answer in the case
of Walter E. Heller & Company, Inc. Vs. John A. Boone.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

October 15, 1971

Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

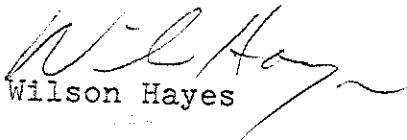
Re: Heller v J. A. Boone, Case #9444
Heller v Ray Boone, Case #9403

Dear Mrs. Blackmon:

Enclosed are withdrawals of jury demand
in the above noted cases.

With kind regards, I am

Yours very truly,


Wilson Hayes

mm
Encs.

WALTER E. HELLER & COMPANY,
INC., A Corporation,

Plaintiff,

Vs.

JOHN A. BOONE,

Defendant.

§

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§

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§

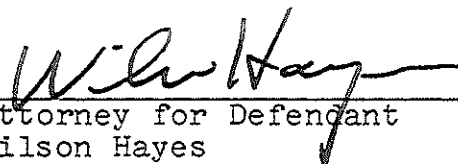
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 9444

Comes now Defendant in the above styled cause and first having leave of the Court does withdraw his demand for a jury trial.



Attorney for Defendant
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 14 day of Oct, 1971, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED

OCT 18 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

WALTER E. HELLER & COMPANY, INC., a Corporation,	§	IN THE CIRCUIT COURT OF
Plaintiff,	§	BALDWIN COUNTY, ALABAMA
Vs.	§	AT LAW
JOHN A. BOONE,	§	NUMBER: 9444
Defendant.	§	

This cause coming on to be heard ore tenus and upon consideration of the evidence submitted ore tenus, the Court finds that the lease agreement, the foundation of Plaintiff's suit, was executed by Defendant and Southern Fleet Leasing Corporation; that Southern Fleet Leasing Corporation was a foreign corporation and not qualified to do business in the State of Alabama. Upon consideration thereof, the Court

GIVES JUDGMENT FOR THE DEFENDANT.

The costs herein are taxed against Plaintiff for which let execution issue.

Done this 30th day of May, 1972.

Telfair J. Mashburn
Telfair J. Mashburn
Judge, Circuit Court
Baldwin County, Alabama

FILED

MAY 30 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

July 15, 1971

Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Re: Heller Vs. Boone
Case #9444

Dear Eunice:

Please file the enclosed amended answer.

Yours very truly,


Wilson Hayes

ms
Enc.

WALTER E. HELLER & COMPANY,
INC., A Corporation,

Plaintiff,

Vs.

JOHN A. BOONE,

Defendant.

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 9444

Comes now Defendant in the above styled cause and amends his answer to read as follows:

1. The matters alleged therein are untrue.
2. Not guilty.
3. The contract or lease, the basis of this suit is void.
4. The contract or lease, the basis of this suit is void under Title 10 Section 21(89) Code of Alabama 1940, as amended.
5. The contract or lease, the basis of this suit is void under Title 51 Section 342 Code of Alabama 1940, as amended.
6. This suit is based on a contract or lease made or entered into in the State of Alabama by a foreign corporation not qualified to do business in the State of Alabama at the time of making such contract or lease.
7. That he hath paid the debt, for the recovery of which this suit was brought, before the action was commenced.

W. H. Hayes
Attorney for Defendant
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 15 day of June, 1971, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.

W. H. Hayes

WALTER E. HELLER & COMPANY,
INC., A Corporation,

Plaintiff,

Vs.

JOHN A. BOONE,

Defendant.

§

IN THE CIRCUIT COURT OF

§

BALDWIN COUNTY, ALABAMA

§

AT LAW

§

NUMBER:

9244

§

Comes now Defendant in the above styled cause and
amends his answer to read as follows:

1. The matters alleged therein are untrue.
2. Not guilty.
3. The contract or lease, the basis of this suit is
void.

4. The contract or lease, the basis of this suit is
void under Title 10 Section 21(89) Code of Alabama 1940, as
amended.

5. The contract or lease, the basis of this suit is
void under Title 51 Section 342 Code of Alabama 1940, as
amended.

6. This suit is based on a contract or lease made or
entered into in the State of Alabama by a foreign corporation
not qualified to do business in the State of Alabama at the
time of making such contract or lease.

Wilson Hayes
Attorney for Defendant
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12 day of July,
1971, served a copy of the foregoing pleading on counsel for all
Parties to this proceeding by mailing the same by United States
Mail, properly addressed, with first class postage prepaid.

Wilson Hayes

FILED

JUL 12 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

[illegible]

JUL 12 1971

[illegible]

WALTER E. HELLER & COMPANY,
INC.,

Plaintiff,

Vs.

JOHN A. BOONE,

Defendant.

Ø

IN THE CIRCUIT COURT OF

Ø

BALDWIN COUNTY, ALABAMA

Ø

AT LAW

Ø

Ø

NUMBER:

9444

ANSWER

Comes now Defendant in the above styled cause and
for answer to the Bill of Complaint says:

1. The matters alleged therein are untrue.

W. L. Hayes
Attorney for Defendant
Wilson Hayes

Defendant demands trial
by Jury.

W. L. Hayes
Attorney for Defendant
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 10th day of June,
1971, served a copy of the foregoing pleading on counsel for all
Parties to this proceeding by mailing the same by United States
Mail, properly addressed, with first class postage prepaid.

W. L. Hayes

FILED

JUN 11 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

The State of Alabama

MONROE COUNTY

To any Sheriff of the State of Alabama—GREETING:

You are hereby Commanded to summon

CLERK
REGISTER

John A. Boone

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

Walter E. Heller & Company, Inc.

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

Witness my hand this 2nd day of June

19 70.

Clerk.

COMPLAINT

The State of Alabama
Monroe County

In the Circuit Court of Monroe County

Term 1970

Walter E. Heller & Company,
Inc.

vs.

John A. Boone

PLAINTIFF

COUNT ONE:

DEFENDANT

The Plaintiff claims of the defendant Eight Thousand Nine Hundred Twenty-eight and 38/100 Dollars, damages for the breach of a lease agreement entered into by him on the 14th day of September, 1967 with Southern Fleet Leasing Corporation and duly assigned on the same said date by Southern Fleet Leasing Corporation to the plaintiff, a copy of said lease agreement is hereto attached and made exhibit "A" hereto, wherein the defendant did lease a new Case W-7 Frontend Loader with log forks and log clamps, Serial No. 9302354, Motor No. 2131428 at a monthly rental of \$443.50 per month in which the defendant did make default and the plaintiff did take possession of the said leased new Case W-7 Frontend Loader with log forks and log clamps, as set forth foresaid, and did sell the same as provided in said lease, leaving a balance due plaintiff on said lease in the above amount sued for, thence this suit.

Plaintiff further claims of the defendant the sum of Sixteen Hundred & NO/100 Dollars as a reasonable attorney's fee for the collection of said obligation of defendant which he agrees to pay by the te

FILED

9444

AUG 24 1970

Alice J. Duck

CLERK
REGISTER

VOL

88 PAGE 803

Received in office 5 day of

June 1970
Taylor Wilkins Sheriff.

Executed by serving cop

of the within Summons and Complaint on

John A Boone

Defendant

This the 11 day of June 1970

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff

BY Talbert
DEPUTY SHERIFF

Taylor Wilkins
Sheriff.

By W A Talbert
Deputy Sheriff.

Little River

Original
No. 2653

Walter E. Heller & Company,
Inc.

VS.

John A. Boone

Irish, Ala.

IN CIRCUIT COURT OF MONROE COUNTY

Term 19 70

Summons and Complaint

Filed in office this 2nd day of

June A. D. 1970

McNeece Clerk.
McNeece Plaintiff's Attorney.

66966 MARSHALL & BRUCE CO., NASHVILLE

COUNT TWO:

Plaintiff claims of the defendant Eight Thousand Nine Hundred Twenty-eight & 38/100 Dollars (\$8,928.38), the balance of rent for or use of a new Case W-7 Frontend Loader with log forks and log clamps, Serial No. 9302354, Motor No. 2131428, rented by Southern Fleet Leasing Corporation to defendant on the 14th day of September, 1967 with said lease, hereto attached and marked Exhibit "A", assigned to plaintiff on the same said date, hence this suit.

Plaintiff further claims of defendant the sum of Sixteen Hundred & NO/100 Dollars as a reasonable attorney's fee which defendant agreed to pay by the terms of said lease hereto attached.


Attorney For Plaintiff

LEASE

LESSEE NO.
LEASE NO.

SUPPLIER'S
SALESMAN

NAME AND ADDRESS OF LESSEE

Mr. John A. Boone
Box 110
Uriah, Ala

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Alabama Tractor Co. South Inc.
1101 Highway 43
Saraland, Ala.

66425

NAME OF PERSON TO CONTACT Mr. John A. Boone

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO. OR OTHER IDENTIFICATION	PRICE
1	NEW CASE W-7 Frontend loader with log forks and log clamps Serial No. 9302354 Motor No. 2131428	\$ 15,800.00
1	USED John Deere Tractor Serial No. 99831 Motor No. 4002T	
1	USED John Deere Tractor Serial No. 127749 Motor No. 4256T	
TOTAL LIST		
FEDERAL EXCISE TAX (IF ANY)		
TRANSPORTATION (IF ANY)		
OTHER		
SALES TAX		237.00
LESS TRADE-IN (IF ANY)		

LOCATION OF EQUIPMENT: STREET ADDRESS Uriah and area

STATE Alabama COUNTY Henry CITY Uriah

TOTAL COST \$ 16,037.00

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE				PAYMENT DUE UPON SIGNING OF LEASE		RENEWAL RATE
NO. OF YEARS	NO. OF RENT PAYMENTS	WHEN RENT PAYABLE (MONTHLY, QUARTERLY, ETC.)	AMOUNT OF EACH RENTAL PAYMENT	1ST MONTH'S RENT	3 MONTHS RENT AS SECURITY	PER YEAR IN ADVANCE
4	48	monthly	RENT \$ 443.50 USE TAX \$ TOTAL RENTAL \$ 443.50	\$ 443.50	\$ 1330.50	\$ 800.00
				TOTAL DUE		TOTAL RENTAL \$ 800.00

ADDITIONAL PROVISIONS

2 additional payments of \$300.00 each first due on November 1, 1971 and November 1, 1972

Lessee hereby leases from Lessor who leases to Lessee the equipment described above, upon the terms and conditions set forth on the reverse side of this page; and Lessee acknowledges that Lessee has read them. THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS PAGE ARE A PART OF THIS LEASE.

The undersigned agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

Date September 14, 1967

Date Sept 14 1967

SOUTHERN FLEET LEASING CORPORATION

Name John A. Boone
of Lessee John A. Boone
(Full Legal Name)

By: [Signature] (Title)

X By: John A. Boone (Title)

WITNESS:

WITNESS:

SURETY AGREEMENT

In consideration of the Lessor entering into this lease with the Lessee, the undersigned hereby guarantees and becomes surety for the Lessee in favor of the Lessor for the full and faithful performance of all Lessee's obligations under this lease. This obligation of the undersigned surety is joint, several and in solido with the Lessee. The undersigned shall be bound as if principal obligors for all amounts due under this lease, both for the basic term and for the continued month to month basis thereafter, until this lease is terminated by Lessor under the terms of this agreement, and consents in advance to all extensions. The undersigned renounce any plea and benefit of discussion or division granted by law to sureties; it is understood and agreed that without this guarantee or surety agreement, Lessor would be unwilling to enter into this contract of lease with the Lessee.

Executed in the presence of the undersigned competent witnesses this 14 day of

19

TNESSES:

X John A. Boone
GUARANTOR

GUARANTOR

NAME AND ADDRESS OF LESSEE

TERMS AND CONDITIONS OF LEASE

00001 10 1000
 011 20 1

1. LEASE. Lessee leases from Lessor, and Lessor leases to Lessee, the movable (personal) property described above and in any schedule made a part hereof by the parties (herein called "equipment").

- 2) SELECTION OF EQUIPMENT. Lessee has requested equipment of the type and quantity specified above and has selected the supplier named above. Lessor agrees to order the equipment from the supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment if delivered in good repair, and authorizes Lessor to add to this lease the serial number of each item of equipment so delivered, any delay in such delivery shall not affect the validity of this lease.

LESSORS, IN ESTIMATED COST. As used herein, "actual cost" means the cost to Lessor of purchasing and delivering the equipment to Lessee, including taxes, transportation charges and other charges. The amount of each rental payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth above, which is an estimate, and each shall be adjusted proportionately if the actual cost of the equipment differs from the estimate. Lessee authorizes Lessor to correct the figures set forth above when the actual cost is known, and to add to the amount of each rental payment any tax that may be imposed on or measured by the rental. If the actual cost of the equipment differs from the estimated total cost by more than 10%, however, either party at its option may terminate this lease by giving written notice to the other within 15 days after receiving notice of the actual cost or the corrected rent.

4. WARRANTIES. Lessor will request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor, but Lessor itself makes no express or implied warranties as to any matter, whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose, no except on warranties of the equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease.

INITIAL TERM. The Initial Term of this Lease commences on its execution by Lessor and ends on the expiration of the number of years specified above after the first day of the calendar month therein called "month of shipment" in which the supplier of the equipment ships it to Lessee. (b) (7) (D)

6. RENT. Lessee, agrees to pay rent during the initial term of this lease equal to the amount of each rent payment specified on the reverse, multiplied by the number of payments specified. The first rent payment and the security deposit are due upon the date the lease is signed by Lessor. Subsequent rent payments if monthly shall be due on the first day of every calendar month after month of payment or, if quarterly, shall be due on the first day of every calendar month after the month of payment. All rent shall be paid to Lessor at the address set forth above, or as otherwise directed by Lessor, in writing.

7. SECURITY DEPOSIT. Lessor may, but shall not be obliged, to apply the security deposit to cure any default of Lessee, in which event Lessee shall promptly restore the security deposit to the full amount specified above. Upon termination of this lease and all renewals, if Lessee has fulfilled all its terms and conditions, Lessor shall return and receive the balance of the amount actually deposited.

8. RENEWAL. After its initial term, this lease shall be automatically renewed each year for a term of one year, at the annual renewal rental specified on the reverse, payable in advance, unless Lessee gives Lessor written notice of cancellation at least 30 days before the end of the preceding term.

LOCATION. The equipment shall be delivered and thereafter kept at the location specified on the reverse. If none is specified, at Lesco's address as set forth on the reverse, and shall not be removed therefrom without Lesco's prior written consent.

10. NOTICE OF DEFECTS. Unless Lessee gives Lessor written notice of a defect or other proper objection to an item of equipment within 5 business days after its receipt, it shall be conclusively presumed, as between Lessor and Lessor, that the item was delivered in good repair and that Lessee accepted it as an item of equipment described in this lease.

11. USE. Lessee shall use the equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance. SMITH

12. LABELS. If Lessor supplies Lessee with labels stating that the equipment owned by Lessor, Lessee shall affix and keep them on a prominent place on each item of equipment.

13. OPERATION AND MAINTENANCE. Lessee shall pay all costs and expense of operating the leased equipment. At its expense, Lessee shall keep equipment in good repair and shall make all necessary repairs and replacement parts shall vest in Lessee.

equipment in good repair. Title to any replacement parts shall vest in lessor. Lessee shall not make any alterations, additions or improvements to the equipment without Lessor's prior written consent.

15. **SURRENDER.** Upon the expiration or earlier termination of this lease, Lessor, at its expense, shall return the equipment in good repair, ordinary wear and tear resulting from its proper use alone excepted, by delivering packed and ready for shipment, to such place or carrier as Lessor may specify.

specifically.

1056-36. LOSS AND DAMAGE. Lessee shall bear the entire risk of loss, theft, damage or destruction of the equipment from any cause whatsoever; and no loss, theft, damage or destruction of the equipment shall relieve Lessee of its obligation under this lease.

(110) If any item of equipment is damaged, Lessee shall immediately place it in good repair. If any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, at Lessor's option either: (a) replace it with a new item of similar type and condition, or (b) pay to Lessor in cash all of the following:

11. All amounts then owed by Lessee to Lessor under this lease, plus (1) the amount equal to 10% of the actual cost of the item, and (2) the balance of the total rent for the initial term of this lease attributable to such payment. Lessee shall be entitled

balance of the total rental of such payment, Lessee shall be entitled to item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in the item, in its then condition and location, without warranty express or implied. The sum of the amount to be paid by Lessee shall be deemed equal to the fair value of the item, less the cost of repair, damage or destruction.

17. **INSURANCE, LIENS AND TAXES.** Lessee assumes the entire risk of from every hazard and no loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the property insured to protect all interests of Lessor at Lessee's expense, naming Lessor as an insured, for such risks and in amounts as Lessor may require, including the liability of Lessor for personal property on the date of loss, theft, damage or destruction.

injury and property damage; Lessor may, but shall not be obligated to, insure the leased property at the Lessee's expense. The insurance policies and their proceeds shall be the sole property of Lessor. The proceeds of such insurance, whether resulting from loss, damage, or return premium or otherwise, shall be applied toward the replacement or repair of the property or the payment of obligations of Lessee hereunder at Lessor's option. Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss, damage or return premium under any insurance policy issued on the property. Lessee shall keep the equipment free and clear of all liens and encumbrances. Lessee shall pay all charges and taxes (local, state and federal) which are now or may hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the equipment, excluding however, all taxes on or measured by Lessor's income.

INDEMNITY. Lessor shall indemnify Lessee against and hold Lessee harmless from any and all claims, actions, expenses, damages and liabilities, including attorney's fees, arising in connection with the equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

ASSIGNMENT. Without lessor's prior written consent, Lessee shall not (a) assign, transfer, hypothecate or otherwise dispose of this lease or any interest in it therein, or (b) sublet or lend the equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

Lessor may assign this lease or mortgage the equipment, in whole or in part, without notice to Lessee; and its assignee or mortgagee may reassign this lease or mortgage, without notice to Lessee. Each such assignee or mortgagee shall have all of the rights but none of the obligations of Lessor under this lease. Lessee shall recognize each such assignment or mortgage and shall not assert against the assignee or mortgagee of Lessor any claim, or set-off that Lessee may have against Lessor. Subject to the above, this lease inures to the benefit of the assignee or mortgagee upon the basis of the assignments of the parties.

20. **DELINQUENCY CHARGES AND EXPENSES:** In the event any monthly rental payment is not paid within five days after its due date, Lessee will pay a delinquency charge of 5% of the amount of the rental payment in default, or 5% per rental payment; whichever is more. Nothing in this paragraph shall be construed to preclude Lessor's exercise of any rights or options in the event of default as described above. Lessee will pay all reasonable charges, expenses and

ART. 10. (a) The following acts shall each constitute a default: (1) Lessee's failure to pay any installment of rental when due or to reimburse Lessor for any sum due Lessor if such failure continues for more than five days after Lessor demands payment; (2) filing of a petition under any bankruptcy law or for reorganization or liquidation of Lessee or for assignment for the benefit of creditors; (3) the appointment of any trustee or receiver for Lessee or for any assets or any part of them; (4) any assignment, voluntary or involuntary, of Lessee's interest in the equipment; (5) filing of any writ of attachment or execution on the equipment (unless such petition, assignment, appointment, lien, attachment, or levy is withdrawn or nullified within 10 days); (6) Lessee's failure to perform or breach of any of the obligations of this lease. Upon such default, Lessor may, at Lessor's option, by written notice to Lessee, terminate this lease.

59 60 Upon any such termination Lessee shall immediately return the equipment to Lessor. Lessor may, at any time, take possession of the equipment, whether Lessee shall have failed to surrender the equipment to Lessor, and may enter upon any premises where it shall be located.

(c) Upon any default, Lessor shall have the right, at its election, but not be obligated, to do one or more of the following: (1) to sue for and recover any amount due and owing to it; (2) to take possession of any or all of the equipment, or

it may be located, without demand or notice, without any cost to Lessor, and without incurring any liability to Lessor for any damages occasioned by such taking of possession; (3) to sell any or all the equipment as public or private sale for cash upon credit and to recover from Lessee all costs of taking possession, storing, repairing and selling it; and (4) to assign to 10% of the actual cost to Lessor.

the equipment sold, and the unpaid balance of the total rent for the initial term of this lease is attributable to the equipment sold, and the net proceeds of the sale of this equipment shall be applied to any or all items of equipment

(5) If Lessor elects to terminate this lease as to any or all items of equipment, Lessor shall be entitled to recover from Lessee as to each item subject to termination the amount of the excess of the fair market value of such item at the time of termination, of the excess, if any, of the amount of the rental payments made by Lessee for the balance of the term hereof over the fair market value of such item, for the balance of the term hereof over the fair market value of such item.

(6) to pursue any other remedy now or hereafter existing at law or in equity.

Notwithstanding any action taken by any or all of the equipment, Lessee shall remain liable for the full performance of all its obligations hereunder, but if Lessor terminates this lease in writing, as to any item of equipment, Lessee shall not be liable for any such item accruing after the date of such termination.

3. In addition, Lessee shall pay Lessor all costs and expenses incurred by Lessor in exercising any of its rights or remedies hereunder, including reasonable attorney's fees to be fixed at not less than 20% of the amount in default or \$25, whichever is more.

22. MULTIPLE LESSEES. If more than one Lessee is named in this lease, the liability of each shall be joint and several (in bold).

23. **CHOICE OF LAW.** This lease shall be governed by and construed in accordance with the law of the State of Louisiana.

[illegible]

agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor for this lease, to waive or alter any term or condition printed herein or add any provision to it. Except as provided in Paragraph 3. above, a provision may be added or altered only by a written amendment made a part hereof by an authorized officer of Lessor. Waiver of any provision of this lease by Lessee shall not constitute a modification.

signed and made a part hereof by an authorized agent of the Lessor, the signature of the Lessor by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

26. CORRECTION OF CLERICAL ERRORS. Lessor is authorized to correct obvious or patent errors in this lease and its accompanying documents.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

June 12, 1970

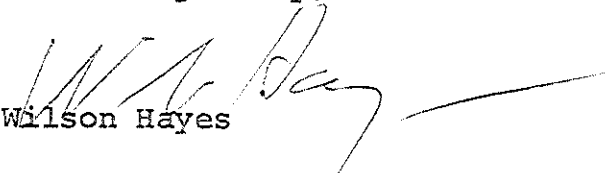
Mr. Liston A. Hixon
Clerk, Circuit Court
Monroe County
Monroeville, Alabama 36460

Dear Mr. Hixon:

Please file the enclosed Plea in Abatement
in case styled Walter E. Heller & Company, Inc. vs
John A. Boone.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms

WALTER E. HELLER & COMPANY,
INC.

PLAINTIFF

VS

JOHN A. BOONE

DEFENDANT

IN THE CIRCUIT COURT

MONROE COUNTY

AT LAW

NUMBER: 3653

PLEA IN ABATEMENT

Comes now the Defendant in the above styled cause by his Attorney, Wilson Hayes, and makes his appearance in this cause specially and only for the purpose of making the following plea:

1. Plaintiff ought not to have and maintain the above styled cause for that Defendant is now and was at the time of the filing of this cause a resident citizen of Baldwin County, Alabama.

2. Plaintiff ought not to have and maintain his suit in this cause for that Defendant is not now and never has been a resident of Monroe County, Alabama.

3. Plaintiff ought not to have and maintain his suit in the above styled cause for that Defendant resides in and has always resided in the Little River Community, Baldwin County, Alabama.

Wilson Hayes
Wilson Hayes, Attorney for Defendant

Defendant demands trial
by jury this 12th day of
June, 1970.

Wilson Hayes
STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority, this day personally appeared Wilson Hayes, Attorney for Defendant, who is known to me and who being by me first duly sworn to speak the truth, deposes and says he has read the foregoing instrument and knows the facts therein stated are true to the best of his information and belief.

Wilson Hayes
Wilson Hayes

Sworn to and subscribed before me this the 12th day of
June, 1970.

Mary C. Stiers
Notary Public

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12th day of June, 1970, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.

Filed
6/15/70
L. H. Hester
Clerk

THE STATE OF ALABAMA

CIRCUIT COURT

Monroe COUNTY

August Term, 1970

Walter E. Heller & Co.

No. 3653

vs.

John A. Boone

BILL OF COSTS

CLERK'S FEES:	AMOUNT	SUMMARY OF FEES, COSTS AND JUDGMENT:	AMOUNT
1. Suits for \$100.00 or less.....\$ 6.00	2000	1. Clerk's Fees	2000
2. Suits for over \$100.00 but less than \$1000 10.00		2. Ex-Clerk's Fees	
3. Suits for \$1000.00 and over..... 20.00		3. Sheriff's Fees	850
4. Suits Detinue, ejectment, etc..... 10.00		4. Ex-Sheriff's Fees	
5. Suits not otherwise provided for..... 10.00		5. Trial Tax	3 00
6. Appeal from Justice of Peace, etc..... 6.00		6. Court Reporter's Fee, per day.....\$.....	
7. Garnishment on Judgment, etc..... 6.00		7. Witness Fees	
8. Workmen's Compensation-Petition Settlement 10.00		8. Commissioner's Fees	
9. Appeals from State Dept. of Pub. Safety, etc..... 10.00		9. Garnishee's Fees	
10. Motion to sell real estate-J. P. levy..... 6.00		10. Publisher's Fees	
11. Mandamus, writ of prohibition, etc..... 15.00		11.	
12. Recording Executions-State Agencies..... 3.00		12.	
13. Copy of Record-per 100 words..... .15		13. Clerk's Fees in Inferior Court	
14. Certifying Abstract in transcript..... 5.00		14. Sheriff's Fees in Inferior Court.....	
15. Record for Supreme-Appeals Ct. per 100 wds.15		15. Witness Fees in Inferior Court.....	
16. Additional copies Record-Appeals per 100 wds.05		16.	
17. Taking Appeal Bond..... .75		17. Justice of Peace Fees.....	
18. Reporter's Transcript on Appeal..... 10.00		18. Constable's Fees	
19. Appeals Courts Concurrent Jurisdiction..... 15.00		19. Law Library Fee.....	1 00
20. Application-Habeas Corpus 6.00		20. Cost in Appealed Cases Docketed (Total).....	
21.		TOTAL FEES AND COST	3150
22.		21.	
Total Clerk's Fees	2000	22. Judgment\$.....	
SHERIFF'S FEES:	150	23. 10% Damages\$.....	
23. Serving summons and complaint.....\$ 1.50	400	24. Interest\$.....	
24. Levying attachment and return 6.25		TOTAL JUDGMENT	
25. Seizing personal property-Detinue 6.00		TOTAL FEES, COST AND JUDGMENT	
26. Approving bond, each..... 2.00			
27. Serving Garnishee-Writ 1.50			
28. Serving Sci. Fa. or notice 1.50			
29. Serving subpoenas, each..... .75			
30. Impanelling Jury75			
31. Serving Contempt Attachment 1.50			
32. Collecting execution for cost only..... 1.50			
33. Commissions on Execution			
34. Executing Writ of Possession, each 5.00			
35. Making Deed to Real Estate sold, each 2.50			
36. Mileage, each10			
37.			
38.			
Total Sheriff's Fees	850		

I certify that the within is a true and correct Bill of Cost in the within styled case.

ATTEST: Clerk Circuit Court _____ County, Ala.

Received payment, this _____ day of _____, 19____

ATTEST: Clerk Circuit Court _____ County, Ala.

No. _____	Page _____
THE STATE OF ALABAMA	
_____ COUNTY	
CIRCUIT COURT	

_____ vs. _____	Plaintiff _____

_____ Defendant _____	
CIVIL COST BILL	
_____ Term, 19 _____	
Fee Book _____, Page _____	
_____ Plaintiff's Attorney _____	
_____ Defendant's Attorney _____	

Walter E. Heller & Co.
Plaintiff

J.M. Coxwell, Attorney

vs

John A. Boone
Defendant

Wilson Hayes, Attorney

Pleading, Process etc.
Summons & Complaint
Exhibit "A" Attached

Filed June 2, 1970

Plea in Abatement

Filed June 15, 1970

August 4, 1970 Plaintiff confesses Plea in Abatement and cause transferred to Circuit Court of Baldwin, County, Alabama. Under provisions of Title 7, Section 64, of 1940 Code.


R.E.L. Key, Circuit Judge

Cost Bill

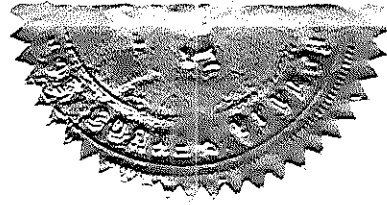
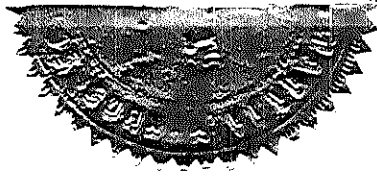
I, L.A. Hixon in my capacity as Clerk of the Circuit Court of Monroe County, Alabama hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this court.

In witness whereof I have hereunto set my hand and attach my official seal as such Clerk of said Court at Monroeville, Alabama.

This the 21st day of August, 1970.



L.A. Hixon, Clerk



UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D. C. 20535

MEMORANDUM FOR THE ATTORNEY GENERAL

DATE: AUGUST 24, 1970

SUBJECT: [Illegible]

[Illegible text]

[Illegible]

[Illegible text]

[Illegible text]

[Illegible signature]

ALICE J. DUCK

AUG 24 1970

FILED

CLERK
REGISTER