

#10,196

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, AT LAW

CASE NO. 37047 - McRAE

FILED
JAN 13 1972
N.J.
EUNICE B. BLACKMON
CLERK

PILLANS, REAMS, TAPPAN, WOOD & CHARLES HERSCHEL CROW and GENEVA B. CROW
ROBERTS

WILLIAM W. SToudenMIRE

VS. Suit for \$2,906.12 damages for breach of written real estate sales - Count 1;
\$12,883.61 damages for breach of written real estate sales - Count 2;
\$438.20 damages for use and occupation of real property - Count 3.

RICHARD C. LACEY
Attorney at Law
P.O. Drawer A-J
Fairhope, Alabama 36532

CLARENCE C. HARRIS and LENNIE R. HARRIS, jointly, separately and severally N.J.

PLEADINGS, PROCESS, ETC, * FILING DATE *

1. Complaint & Summons * 10-13-71 * C & S served on Clarence C. Harris and Lennie R. Harris on October 16, 1971.
2. Plea in Abatement * 10-28-71 * Plaintiff's demurrer filed October 29, 1971 to Defendants' Plea in Abatement.
(Clarence Harris) * January 7, 1972 - Demurrer Overruled and cause ordered transferred to the
3. Plea in Abatement * 10-28-71 * Circuit Court of Baldwin County, Alabama.
(Lennie Harris) * /s/ Ferrill D. McRae, Judge
4. Demurrer (Pltff) * 10-29-71 *

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44-600

I, JOHN E. MANDEVILLE, in my capacity as Clerk of the Circuit Court of Mobile 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 attached my Official Seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 11th day of January 1972.

John E. Mandeville Clerk

CHARLES HERSCHEL CROW
and GENEVA B. CROW,

Plaintiffs,

vs.

CLARENCE C. HARRIS and
LENNIE R. HARRIS, jointly,
separately and severally,

Defendants.

* IN THE CIRCUIT COURT

* OF MOBILE COUNTY,

* ALABAMA

* AT LAW

* CASE NO. 37047

*

*

COMPLAINT

1. The plaintiffs claim of the defendants TWO THOUSAND NINE HUNDRED SIX AND 12/100 (\$2,906.12) DOLLARS, damages for the breach of the written real estate sales agreement, entered into by them on, to wit, the 8th day of February, 1968, in substance as follows: under said written * real estate sales agreement, copy of which is attached hereto marked Exhibit A and made a part hereof as if fully set out herein, plaintiffs agreed to convey and the defendants agreed to purchase the following described real property lying and being situated in the County of Mobile, State of Alabama, to wit:

Lot One (1) in Block Thirteen (13), Fulton Ridge Estates Subdivision as per map thereof recorded in Map Book 4, pages 110-115, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

And the plaintiffs say that, although they have complied with all its provisions on their part, the defendants have failed to comply with the following provisions thereof, viz.; that defendants have failed to maintain, keep and repair said premises in a good state of order as per the terms of said written real estate sales agreement.

That defendant has failed to make payment of monthly amortized payments due and payable on the 15th day of each month, said defendants failing to make payments for the months of, to wit, January, February, March, April, and May, all of such months being in the year 1971. The plaintiffs claim for further damages reasonable attorneys fees, as provided by said agreement.

2. Plaintiffs claim of the defendants the sum of TWELVE THOUSAND EIGHT HUNDRED EIGHTY-THREE AND 61/100 (\$12,883.61) DOLLARS, with interest thereon, damages for the breach of the written real estate sales agreement copy of which is attached hereto marked Exhibit A and made a part hereof as if fully set out herein, entered into by them on to wit, the 8th day of February, in substance as follows: the plaintiffs agreed to convey and the defendants agreed to purchase the following described real property lying and being situated in the County of Mobile, State of Alabama, to wit:


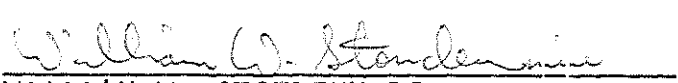
Lot One (1) in Block Thirteen (13), Fulton Ridge Estates Subdivision as per map thereof recorded in Map Book 4, pages 110-115, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

And the plaintiffs say that although they have complied with all their provisions on their part, the defendants have failed to comply with the following provisions thereof, viz.; that defendants defaulted in the payment of monthly amortized payments as per the above said written real estate sales agreement, and have failed to pay the entire balance of, to wit, NINE THOUSAND NINE HUNDRED SEVENTY-SEVEN AND 49/100 (\$9,977.49) DOLLARS, when said balance became due

and payable for default in the payment of any of said sums and have failed to pay for damages to said property under the above said written real estate sales agreement. The plaintiffs claim for further damages reasonable attorneys fees, as provided by said agreement.

3. Plaintiffs claim of the defendants FOUR HUNDRED THIRTY-EIGHT AND 20/100 (\$438.20) DOLLARS for the use and occupation by them of the following described real property lying and being situated in the County of Mobile, State of Alabama, to wit:

Lot One (1) in Block Thirteen (13), Fulton Ridge Estates Subdivision as per map thereof recorded in Map Book 4, pages 110-115, of the records in the Office of the Judge of Probate of Mobile County, Alabama, and all fixed real estate items situated thereon, from, to wit, December 15, 1970 through, to wit, May 15, 1971.


B. H. ROBERTS

WILLIAM W. STOUDENMIRE

Of Counsel:

Pillans, Reams, Tappan, Wood & Roberts
P. O. Box 2245
Mobile, Alabama

Service on defendants can be had at their residence on Rural Route #2, Fairhope, Alabama.

(See attached letter for further instructions)

STATE OF ALABAMA)
 :
COUNTY OF MOBILE)

REAL ESTATE SALES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CHARLES HERSCHEL CROW and wife, GENEVA B. CROW, hereinafter referred to as Grantors, and CLARENCE C. HARRIS and wife, LENNIE R. HARRIS, hereinafter referred to as Grantees, for and in consideration of the mutual benefits and considerations herein expressed, do agree with each other as follows:

W I T N E S S E T H:

1. The Grantors agree to convey and the Grantees agree to purchase the following described real property lying and being situated in the County of Mobile, State of Alabama, to-wit:

Lot One (1) in Block Thirteen (13), Fulton Ridge Estates Subdivision as per map thereof recorded in Map Book 4, pages 110-115, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

2. It is agreed that the Grantees shall have the right of immediate possession of said premises and shall keep and maintain said premises in a good state of repair during the entire time of their possession and during the life of this contract until the actual conveyance of the title of said property is made unto them and that the Grantees shall maintain, keep and repair said premises in a good state of order, at the expense of the Grantees for and during the entire life of this contract. It is further agreed that any insurance claims which might be paid for insurable damage to said premises shall be applied to the cost of any such repairs.

3. It is agreed that the Grantees shall pay a total purchase price for said premises of Eleven Thousand Five Hundred (\$11,500.00) Dollars; \$500.00 of which has been paid and receipt of which is hereby acknowledged by the Grantors. The remaining \$11,000.00 shall be due and payable as follows:

A. The remaining \$11,000.00 of said purchase price shall be payable by the Grantees unto the Grantors in equal monthly amortized payments, amortized at the rate of 6% per annum over a 20-year period of time in monthly installments of \$78.81 each, the first of said monthly installments shall be due and payable on the fifteenth day of October, 1967, with a like installment due and payable on the fifteenth day of each month thereafter until the entire balance of said purchase price has been fully paid. The Grantees have the further right and option to prepay said indebtedness on any payment date by paying one or more monthly payments on the principal.

B. Default in the payment of any of said sums shall at the option of the Grantors immediately render the entire balance of said contract due and payable or, in the alternative, the Grantors may consider this contract breached, null and void

upon default of any such payment and shall thereupon be entitled to immediate possession of said premises, in which event the Grantees agree to immediately surrender said premises unto said Grantors. The acceptance of any installments due under this contract by the Grantors after default shall not be construed as a waiver nor an estoppel on the part of the Grantors to declare this contract either immediately payable in full or in default and null and void upon any subsequent breach or default in payment.

C. In addition thereto, the Grantees agree to pay to the Grantors annually a sum sufficient to pay the ad valorem taxes on said property and a sum sufficient to pay the hazard insurance for fire and extended coverage which the Grantors shall keep and maintain on said premises for and during the life of this contract and upon the presentation of any statement for either taxes or insurance, the Grantees agree to immediately pay the same.

D. It is further agreed that the Grantees are hereby given the privilege of prepaying all of said indebtedness in full at any time during the life of this contract without any prepayment penalty.

4. It is agreed that when the Grantees have paid all sums of money due by them under this contract unto the Grantors that the Grantors shall thereupon deliver to the Grantees a warranty deed conveying unto the Grantees a good and merchantable title in and to the aforesaid real property, subject to ad valorem taxes for the year of such conveyance, which shall be prorated to the date of such conveyance and subject to any easements, restrictive covenants or other limitations applicable to the aforesaid real property as the same might appear of record in the Office of the Probate Court of Mobile County, Alabama; it is further provided that the Grantees herein are given the option at any time five (5) years from the date hereof, upon thirty (30) days written notice given unto the Grantors by said Grantees, to execute their note and mortgage on the aforesaid real property for the balance of the purchase price, amortized at the rate of six per cent (6%) per annum for the remaining period of time of said initial twenty-year purchase period and to simultaneously exchange said note and mortgage securing the balance of said purchase price for the warranty deed of the Grantors and upon such notice of the exercise of this option being given by the Grantees at any time five (5) years subsequent to the date hereof and the delivery of said note and mortgage, said Grantors shall within thirty (30) days therefrom deliver unto the Grantees the warranty deed hereinabove described conveying a good and merchantable title to the aforesaid real property, subject, however, to ad valorem taxes for the year of such conveyance, which shall be prorated to the date of such conveyance, and also easements, restrictive covenants and other limitations applicable to the aforesaid real property as appear of record in the Office of the Probate Judge of Mobile County, Alabama.

5. All payments by the Grantees under this contract shall be paid to the Grantors at such mailing address as the Grantors shall furnish unto the Grantees from time to time and the parties herein agree that time is of the essence of this contract and that all payments will be made on the specified dates.

6. The Grantees agree to keep and maintain said premises in a good and normal state of repair and not to use said premises for any unlawful

purpose and grant unto the Grantors the right to make reasonable inspections of said premises at reasonable times.

7. All parties hereunder agrees to pay all reasonable costs incurred, including any reasonable attorney's fee, for the enforcement of any of the provisions of this contract and waive all rights of exemption afforded unto them under the Constitution and laws of the State of Alabama as to the enforcement of the terms of this contract.

8. This contract shall not be assignable by the Grantees to any party or parties whomsoever without the express written consent of the Grantors.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals this 8 day of February, 1968.

Charles H. Crow (SEAL)
Charles Herschel Crow.

Geneva B. Crow (SEAL)
Geneva B. Crow

GRANTORS
Clarence C. Harris (SEAL)
Clarence C. Harris

Lennie R. Harris (SEAL)
Lennie R. Harris

GRANTEES

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the said County and State, do hereby certify that Charles Herschel Crow and wife, Geneva B. Crow, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 22 day of February, 1968.

Amos E. Linder
Notary Public

STATE OF ALABAMA)
Mobile :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Clarence C. Harris and wife, Lennie R. Harris, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents

of the conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 6 day of ~~February~~, 1968.

April

Lora B. Glover

Notary Public, *Mobile County*

MY COMMISSION EXPIRES FEB. 2, 1972

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

CLARENCE C. HARRIS and LENNIE R. HARRIS, jointly, separately

and severally

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of

CHARLES HERSCHEL CROW and GENEVA B. CROW

WITNESS: John E. Mandeville, Clerk of said Court, this 13th day of October, 1971

Attest:

John E. Mandeville
Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____

by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

No. 37047

JUDGE [Signature] DOCKET

CIVIL DIVISION

CIRCUIT COURT
MOBILE COUNTY

CHARLES HERSCHEL CROW and
GENEVA B. CROW

VS. } Complaint and Summons

DO 15 1971

CLARENCE C. HARRIS and
LENNIE R. HARRIS, jointly,
separately and severally

Box 169

Issued 13th day of October, 1971

Defendant's Address

Service on defendants can be
had at their residence on
Rural Route #2, Fairhope,
Alabama
(SEE ATTACHED LETTER FOR
FURTHER INSTRUCTIONS)

B. H. ROBERTS

WILLIAM W. SToudenMIRE

Plaintiff's Attorney

Received 15 day of Oct. 1971

and on 16 day of Oct. 1971

I served a copy of the within 1st

on Clarence C. Harris, 1016-71

By service on Clarence C. Harris

1016-71

1016-71

1016-71

TAYLOR WILKINS, SECRET OF BALDWIN
COUNTY, ALABAMA, DECEASED

FOR SET

TRAVEL AND LODGING OF \$20.00

PROCESSES OR A TOTAL OF \$23.00

PILLANS, REAMS, TAPPAN, WOOD & ROBERTS

LAWYERS AND PROCTORS

VAN ANTWERP BUILDING

P. O. BOX 2245

MOBILE, ALABAMA

36601

CABLE ADDRESS PTAH
TELEPHONE 432-3644

PALMER PILLANS
W. DEWITT REAMS
JOHN H. TAPPAN
GEORGE F. WOOD
BONNERRAE H. ROBERTS
RICHARD W. VOLLMER, JR.
ABRAM L. PHILIPS, JR.
FRED W. KILLION, JR.
DAVID W. GREEN
JAMES D. BROOKS
SIDNEY H. SCHELL
GEARY A. GASTON
VICTOR T. HUDSON
WILLIAM W. STODENMIRE

October 8, 1971

Honorable Taylor Wilkins
Sheriff of Baldwin County
County Court House
Bay Minette, Alabama

Re: Charles Herschel Crow and
Geneva B. Crow vs.
Clarence C. Harris and
Lennie R. Harris

Dear Sir:

While the face of the complaint in the above captioned matter shows that Defendants can be served at their residence on Rural Route #2, Fairhope, Alabama, we add herewith directions which we believe will lead to the Defendants' residence in order to perfect service.

Defendants' house is located in Jubilee Point or Jubilee Beach, which is one and one-half to two miles Southeast of Mullet Point. The house is the second house beyond or Southeast of the house with the name "Lightsey's Folly". The Jubilee Point section begins with some houses bearing the name of Scott, one of which has a three foot concrete post with the name "Scotland", chipped out on that post. Most all of the houses in that section are built on stilts; however, approximately one-fourth to one-half miles Southeast of "Scotland", there is a house built on the sandy ground, which on or about July 21, 1971 was being enlarged or remodeled, having some plyboards on some sides of the house. In front of this house, there is a rural mailbox, painted black, on a rather low post, such mailbox not bearing the Harrises' name.

Honorable Taylor Wilkins
October 8, 1971
Page 2

There may be a blue and white boat, approximately 16 or 17 feet long, with a catamaran type bottom on a trailer in the front yard.

The box number may be Route 2, Box 169D-2, Fairhope, Alabama.

Hopefully, this additional information will prove to be accurate and of assistance.

Thank you for your cooperation in this matter.

Yours very truly,

PILLANS, REAMS, TAPPAN, WOOD & ROBERTS

By:

William W. Stoudenmire
William W. Stoudenmire

WWS/hnl

PILLANS, REAMS, TAPPAN, WOOD & ROBERTS

LAWYERS AND PROCTORS

VAN ANTWERP BUILDING

P. O. BOX 2245

MOBILE, ALABAMA

36601

CABLE ADDRESS PTAH
TELEPHONE 432-3644

PALMER PILLANS
W. DEWITT REAMS
JOHN H. TAPPAN
GEORGE F. WOOD
BONNERRAE H. ROBERTS
RICHARD W. VOLLMER, JR.
ABRAM L. PHILIPS, JR.
FRED W. KILLION, JR.
DAVID W. GREEN
JAMES D. BROOKS
SIDNEY H. SCHELL
GEARY A. GASTON
VICTOR T. HUDSON
WILLIAM W. STODENMIRE

October 12, 1971

37047

Hon. John E. Mandeville, Clerk
Circuit Court of Mobile County
County Court House
Mobile, Alabama

Re: Charles Herschel Crow et al
vs. Clarence C. Harris, et al

Dear Mr. Mandeville:

You will find enclosed herewith, for filing, the original and two copies of complaint in connection with the above case.

You will note that the Defendants in this case reside at Fairhope in Baldwin County, and we have attached to each copy of the complaint a copy of letter addressed to the Sheriff of Baldwin County giving instructions for locating the Defendants. We would appreciate your forwarding the letter along with the copies of the complaint to the Baldwin County Sheriff for service.

Very truly yours,

PILLANS, REAMS, TAPPAN, WOOD & ROBERTS

By: William W. Stoudenmire
William W. Stoudenmire

WWS:hnl

Enclosures

CHARLES HERSCHEL CROW
and GENEVA B. CROW,

Plaintiffs,

vs.

CLARENCE C. HARRIS and
LENNIE R. HARRIS, jointly,
separately and severally,

Defendants.

) IN THE CIRCUIT COURT
)
) OF MOBILE COUNTY,
) ALABAMA
)
) AT LAW
)
) CASE NO. 37047
)
)

PLEA IN ABATEMENT

Comes now LENNIE R. HARRIS, Defendant in the above
styles cause, for the special purpose of filing the following
plea separately to each count of the complaint in said cause,
and for no other purpose.

The said LENNIE R. HARRIS, says that at the time said
suit was instituted and at the time said cause of action arose
he was a bona fide resident of the County of Baldwin, State of
Alabama, and that the Circuit Court of Mobile County, Alabama,
is without jurisdiction to try this suit.

Lennie R. Harris
LENNIE R. HARRIS

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned, a Notary public in and
for said County and in said State, personally appeared LENNIE
R. HARRIS, the Defendant in the above-styled cause, who, being by
me first duly sworn, says on oath, that the facts set forth in
the foregoing plea are true and correct.

Sworn to and subscribed before me on this the 2nd day
of October, 1971.

Marcia K. Rydler
NOTARY PUBLIC

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 2nd day of
October, 1971, served a copy of the foregoing pleading on
B. H. Roberts and William W. Stoudenmire, Attorneys at Law, by
mailing the same by United States mail, properly addressed, and
first class postage prepaid.

Richard C. Lacey
RICHARD C. LACEY
Attorney for Defendant
Fairhope, Alabama

STATE OF ALABAMA
I CERTIFY THIS PLEADING
WAS FILED ON

OCT 28 8 17 AM '71

Richard C. Lacey
CLERK

70 PAGE 300

CHARLES HERSCHEL CROW
and GENEVA B. CROW,

Plaintiffs,

vs.

CLARENCE C. HARRIS and
LENNIE R. HARRIS, jointly,
separately and severally,

Defendants.

) IN THE CIRCUIT COURT
)
) OF MOBILE COUNTY,

) ALABAMA

) AT LAW

) CASE NO. 37047

PLEA IN ABATEMENT

Comes now CLARENCE C. HARRIS, Defendant in the above
styles cause, for the special purpose of filing the following
plea separately to each count of the complaint in said cause,
and for no other purpose.

The said CLARENCE C. HARRIS, says that at the time said
suit was instituted and at the time said cause of action arose
he was a bona fide resident of the County of Baldwin, State of
Alabama, and that the Circuit Court of Mobile County, Alabama,
is without jurisdiction to try this suit.


CLARENCE C. HARRIS

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned, a Notary Public in and
for said County and in said State, personally appeared CLARENCE
C. HARRIS, the Defendant in the above-styled cause, who, being by
me first duly sworn, says on oath, that the facts set forth in
the foregoing plea are true and correct.

Sworn to and subscribed before me on this the 21st day
of October, 1971.


NOTARY PUBLIC

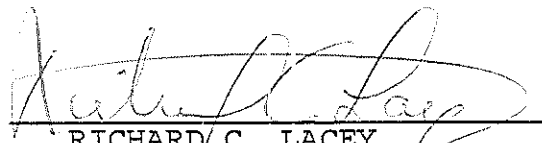
CERTIFICATE OF SERVICE

I do hereby certify that I have on this 26 day of
October, 1971, served a copy of the foregoing pleading on
B. H. Roberts and William W. Stoudenmire, Attorneys at Law, by
mailing the same by United States mail, properly addressed, and
first class postage prepaid.

STATE OF ALABAMA
I CERTIFY THIS PLEADING
WAS FILED ON

OCT 29 8 17 AM '71


CLERK


RICHARD C. LACEY
Attorney for Defendant
Fairhope, Alabama

CHARLES HERSCHEL CROW
and GENEVA B. CROW,

Plaintiffs,

vs.

CLARENCE C. HARRIS and
LENNIE R. HARRIS, jointly,
separately and severally,

Defendants.

* IN THE CIRCUIT COURT OF
* MOBILE COUNTY, ALABAMA
* AT LAW
* CASE NO. 37047
*
*
*

DEMURRER

Come now Plaintiffs in the above styled cause and demurr
to Defendant's Plea in Abatement for that such Plea in Abate-
ment does not constitute a legal defense of this action.

B. H. Roberts
B. H. ROBERTS

William W. Stoudenmire
WILLIAM W. SToudenMIRE
Attorneys for Plaintiffs

OF COUNSEL:

Pillans, Reams, Tappan, Wood & Roberts

Plaintiffs respectfully demand oral argument.

William W. Stoudenmire
WILLIAM W. SToudenMIRE
Attorney for Plaintiffs

OF COUNSEL:

Pillans, Reams, Tappan, Wood & Roberts

I certify that a copy of the foregoing pleading has been
served upon Richard C. Lacey, Attorney at Law, by mailing the
same to him by First Class United States Mail, properly addressed
and postage prepaid on this 28 day of October, 1971.

William W. Stoudenmire
WILLIAM W. SToudenMIRE
Attorney for Plaintiffs

STATE OF ALA. NEEDLE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

OCT 28 8 17 AM '71

William W. Stoudenmire
CLERK

CHARLES HERSCHEL CROW
and GENEVA B. CROW,

Plaintiffs,

vs.

CLARENCE C. HARRIS and
LENNIE R. HARRIS, jointly,
separately and severally,

Defendants.

* IN THE CIRCUIT COURT OF
* MOBILE COUNTY, ALABAMA
* AT LAW
* CASE NO. 37047
*
*
*

DEMURRER

Come now Plaintiffs in the above styled cause and demurr
to Defendant's Plea in Abatement for that such Plea in Abate-
ment does not constitute a legal defense of this action.

B. H. Roberts
B. H. ROBERTS

William W. Stoudenmire
WILLIAM W. SToudenMIRE
Attorneys for Plaintiffs

OF COUNSEL:

Pillans, Reams, Tappan, Wood & Roberts

Plaintiffs respectfully demand oral argument.

William W. Stoudenmire
WILLIAM W. SToudenMIRE
Attorney for Plaintiffs

OF COUNSEL:

Pillans, Reams, Tappan, Wood & Roberts

I certify that a copy of the foregoing pleading has been
served upon Richard C. Lacey, Attorney at Law, by mailing the
same to him by First Class United States Mail, properly addressed
and postage prepaid on this 28 day of October, 1976.

William W. Stoudenmire
WILLIAM W. SToudenMIRE
Attorney for Plaintiffs

FRIDAY, JANUARY 7, 1972

CHARLES HERSCHEL CROW & GENEVA
B. CROW

McRAE -VS- 37047

CLARENCE C. HARRIS & LENNIE
R. HARRIS, Jointly, separately
and severally

PLAINTIFFS' DEMURRER FILED
OCTOBER 29, 1971, TO DEFENDANTS'
PLEA IN ABATEMENT - DEMURRER
OVERRULED, AND CAUSE ORDERED
TRANSFERRED TO THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA

This day in open Court came the parties by their attorneys, and plaintiffs' demurrer filed October 29, 1971, to defendants' Plea in Abatement in this cause, coming on to be heard and being argued by counsel and understood by the Court;

It is ordered and adjudged by the Court that plaintiffs' said demurrer filed October 29, 1971, to defendants' Plea in Abatement in this cause be, and the same is hereby overruled, and cause ordered transferred to the Circuit Court of Baldwin County, Alabama.

Minute Book 44

Page 600

STATE OF ALABAMA, }
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of ORDER OF COURT

as rendered by the said Circuit Court on the 7th day of January, 19 72, in the cause
entitled No. 37047 - CHARLES HERSCHEL CROW & GENEVA B. CROW

_____, Plaintiff,
— versus — CLARENCE C. HARRIS & LENNIE R. HARRIS, Jointly, separately
and severally

Defendant, ~~together with the execution of the same~~, as the same remains of record in this office in
Minute Book No. 44, Page No. 600

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 11th day of January, 19 72.

ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

No. 37047 CHARLES HERSCHEL CROW & GENEVA B. CROW Plaintiff
VS. CLARENCE C. HARRIS & LENNIE R. HARRIS, ETC. Defendant

(Act No. 740, Reg. Session Ala. Legislature 1937 (Act No. 571, Reg. Ses. Leg. 1955)
Appvd. Sept. 20, 1937) (Amend Sec. 21, Title 11, Code Ala. 1940) BILL OF COST (Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

CLERK'S FEES	Pltff.	Deft.	SHERIFF'S FEES	Pltff.	Deft.
Suits for \$100 or less \$ 6.00			Mileage \$20.00		
Suits for over \$100 but less than \$1,000 10.00			Serving Summons & Complaints \$ 3.00	23	00
Suits for \$1,000 and over 20.00	20	00	Serving Writ of Garnishment 3.00		
Suits in detinue, ejectment, etc. 10.00			Serving Sci Fa-Notices 3.00		
Suits not otherwise provided 10.00			Serving Writ of Discovery 3.00		
Writs, Mandamus, Prohibition, etc. 15.00			Levyng Attachment & Return 12.00		
Appeals from Court General			Executing Writ Possession 10.00		
Sessions 15.00			Seizing personal property under Writ of Detinue 12.00		
Appeals from Probate Court 20.00			Serving subpoenas, each 1.50		
Appeals from JP Courts 6.00			Impanelling Jury .75		
Appeals from State Dept of Pub. Safety, and other State Agencies 10.00			Taking & Approving Bond 4.00		
Workmen's Compensation Settle. 10.00			Collecting Costs Execution 3.00		
Garnishment on Judgment 6.00			Serving Contempt Writ 3.00		
Order of Sale, Motions to sell. 6.00			Making Deed for Property Sold 5.00		
Recording executions from State Agencies 3.00			Commission, collecting money on executions, 1st \$500-5% \$500-\$1000-4%, over \$1000-3%		
Cert. Copy of Record - per 100 words .15	80		Total \$	23	00
Taking Appeal Bond .75			RECAPITULATION		
Record for Supreme Court etc., per 100 words .15			Clerk 20	80	
Add'l Copies of Record for Supreme Court, per 100 words .05			Sheriff Taylor Wilkins Baldwin County 23	00	
Checking - including Reporters Transcript of Evidence 10.00			Court		
Certifying Abstract in lieu of Transcript on Appeal 5.00			Witness Fees		
Collecting Money on Judgments over 30 days old; 1/2 the percentage allowed Sheriffs \$			Commissioner's Fees		
			Certificate of Judgment		
			Judgment		
			10% Damages		
			Interest		
			Stenographer's fees (\$10.00 day)		
			Hospital Records		
			Advertisement		
			Garnishee's fees		
			Library Fee 1.50	1	50
			Trial Tax (County) 1.50	1	50
			Trial Tax (State) 1.50	1	50
			Fair Trial Tax (State) 2.00	2	00
			Court Adm. Fund 2.00	2	00
Total \$	20	80			

I respectfully beg to advise that if this bill for costs is not paid before 19____, it will be my unpleasant duty to issue execution for same.

JOHN E. MANDEVILLE, Clerk

\$52.30

CHARLES HERSCHEL CROW
and GENEVA B. CROW,

Plaintiffs,

VS.

CLARENCE C. HARRIS and
LENNIE R. HARRIS, jointly,
separately and severally,

Defendants.

)
) IN THE CIRCUIT COURT
)
) OF BALDWIN COUNTY

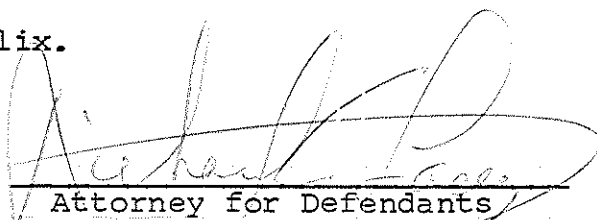
)
) AT LAW

)
) CASE NO. 10, 196
)
)
)

DEMURRER

Comes now the Defendants in the above styled cause and demur to said Bill of Complaint and each count thereof as follows:

1. That Complaint failed to state a cause of action.
2. That the Complaint does not state sufficient facts to support a cause of action.
3. That Complaint is vague and unclear.
4. That Complaint is prolix.


Attorney for Defendants

Defendants respectfully demand trial by jury.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 11th day of April, 1972, served a copy of the foregoing Demurrer on John V. Duck, Attorney at Law, P.O. Box Y, Fairhope, Alabama 36532, by mailing the same by United States mail, properly addressed, and first class postage prepaid.

FILED

APR 13 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

FILED

APR 13 1972

EUNICE O. TINDAL, Register
Baldwin Co., Ala.

VOL

70 PAGE 305

CHARLES HERSCHEL CROW
and GENEVA B. CROW,

Plaintiffs,

VS.

CLARENCE C. HARRIS and
LENNIE R. HARRIS, jointly,
separately and severally,

Defendants.

) IN THE CIRCUIT COURT
)
) OF BALDWIN COUNTY
) AT LAW

) CASE NO. 37047

) 10, 196

Comes now the Defendants in the above styled cause and files this his answer to said Bill of Complaint as follows:

1. Defendant is not guilty of the matters alleged in Count I of said Bill of Complaint.

2. Defendant has performed maintenance over and above that called for in said written sales agreement shown as Exhibit A to said Bill of Complaint.

3. Defendant is not guilty of the matters alleged in Paragraph II of said Bill of Complaint.

4. Plaintiff has failed or refused to further convey the property set forth in Paragraph II of said Bill of Complaint to the Defendants.

5. Defendant denies the allegations contained in Paragraph III of said Bill of Complaint.

Defendant having fully answered the allegations contained in said Bill of Complaint and as a defense thereof saith:

I

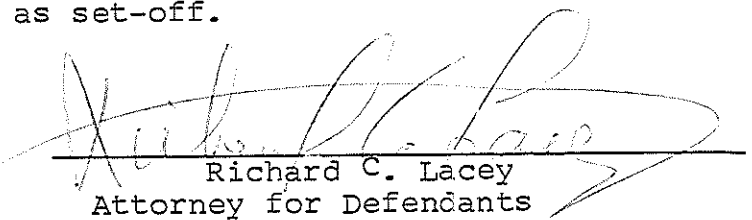
Defendant as a further defense to said Bill of Complaint alleges that Plaintiff did, on or about the month of May, 1971, take possession of the property set forth as Exhibit A in Plaintiff's Bill of Complaint and has since that time had complete possession and control of said property.

II

Defendant by way of recoupment alleges that Plaintiff did take into his possession the property described in Plaintiff's Exhibit A in the month of May, 1971 and has had continuous possession since, denying to Defendants said property and denying to Defendants right to rent and/or sell said property.

III

The Defendant as further defense to said Bill of Complaint alleges that they completely repainted the interior of the property set forth in Exhibit A on said Bill of Complaint and performed maintenance and repairs in the amount of THREE THOUSAND DOLLARS (\$3,000.00) and claims such as set-off.


Richard C. Lacey
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 8th day of January, 1973, served a copy of the foregoing instrument on John V. Duck, Attorney at Law, P.O. Box Y, Fairhope, Alabama, 36532, by mailing same by United States mail, properly addressed, and first class postage prepaid.

FILED

JAN 9 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

VOL 70 PAGE 307

JOHN V. DUCK
ATTORNEY AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532
January 25, 1972

Mrs. Eunice Blackmon
Clerk of Circuit Court
Bay Minette, Ala.

Re: Charles Herschel Crow and
Geneva B. Crow, Plaintiffs,
vs. Clarence C. Harris and
Lennie R. Harris, jointly,
separately and severally,
Defendants

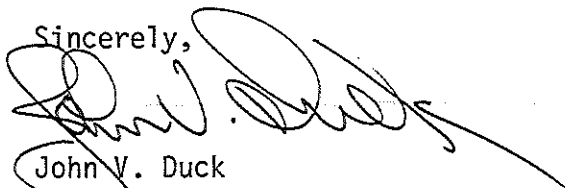
Dear Mrs. Blackmon:

#10,196

The above entitled cause has recently been transferred from the Circuit Court of Mobile County, Alabama, and I would appreciate it very much if you would strike the names Pillan, Tappan & Wood as attorneys for Plaintiffs and in their place put my name as representing the Crows in this matter.

I would also like to know what the status of the pleadings are in the above entitled case and whether or not Mr. Lacey has filed any answer to the original bill of complaint, and if not, please advise.

Sincerely,



John V. Duck

JVD:lh

cc: Hon. Richard C. Lacey
Fairhope, Ala.

RICHARD C. LACEY

Attorney-At-Law

P. O. DRAWER A-J

FAIRHOPE, ALABAMA 36532

TELEPHONE 928-2373

January 8, 1973

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

Re: Crow vs. Harris, Case No. 37047

10,196

Dear Mrs. Blackmon:

Please find enclosed answer in subject case.

Sincerely,

Richard C. Lacey
R.C.L.

RCLacey
mr
Enclosure