

RECORDED
DEMURRER

(7)

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
Staples-Pake-Griffin,

VS.

Plaintiffs,

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

FILED
FEB 14 1955
ALICE A. DUCK, Clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PAKE
AND TENNENT L. GRIFFIN, Individually and doing business as
Staples-Pake-Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

I
I
I IN THE CIRCUIT COURT OF
I BALDWIN COUNTY, ALABAMA
I AT LAW NO. 2376
I
I

Come now the Plaintiffs in the above styled cause and amend the complaint heretofore filed by them in the same so that the same shall read as follows:

ALFRED L. STAPLES, BERT H. PAKE
AND TENNENT L. GRIFFIN, Individually and doing business under the firm name and style of Staples-Pake-Griffin, A Partnership,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

I
I
I IN THE CIRCUIT COURT OF
I BALDWIN COUNTY, ALABAMA
I AT LAW NO. 2376
I
I
I

COUNT ONE:

The Plaintiffs claim of the Defendant the sum of Two Thousand Dollars (\$2,000.00) due from him for work and labor done for the Defendant by the Plaintiffs on, to-wit; June 5, 1954, at his request, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO:

The Plaintiffs claim of the Defendant the sum of Two Thousand Dollars (\$2,000.00), due from the Defendant as damages for the breach of a contract by the Defendant entered into by and between the Plaintiffs, licensed real estate brokers of the State of Alabama, and the Defendant, on, to-wit; April 5, 1954, under the terms of which the Defendant promised to pay to the Plaintiffs a real estate commission of ten per cent. (10%) in consideration of the promise of the Plaintiffs to use their best efforts in securing a purchaser for the

property owned by the Defendant located in Bay Minette, Baldwin County, Alabama, and known as A. Kahalley's Department Store, at 112 Hand Avenue in said City, if the said property was sold during the period of thirty days from the date of this contract upon any terms acceptable to the said Defendant. And the Plaintiffs further allege that in furtherance of their contract with said Defendant they, as such real estate brokers, diligently listed said property and advertised the same and made several trips to Bay Minette, Alabama, and several telephone calls to the said Defendant in an effort to consummate a sale of said property and that they did use their best efforts to secure a purchaser for the same for the said Defendant and in consequence of the efforts of the Plaintiffs, or their agents, servants or employees, aforesaid, the Defendant did sell said property to Charles Strong upon terms acceptable to the said Defendant and did accept the benefit of the Plaintiffs' efforts notwithstanding the fact that the day which the sale by the Defendant to the said Charles Strong was consummated was after the expiration of the time fixed in the contract entered into by and between the Plaintiffs and the Defendant, wherefore Plaintiffs bring this suit and ask judgment in the above amount.

FILED

1-21-1930

ALICE I. DUCK, Clerk

Respectfully submitted,

CHASON & STONE

By: 
Attorneys for Plaintiffs.

BOOK 003 PAGE 432

We the jury
find for the
Plaintiff and assess
the damages at
\$900⁰⁰

J. L. Lucasen
Foreman

RECORDED

2376

ALFRED L. STAPLES, BERT H. PAKE
AND TERNENT L. GRIFFIN, Individ-
idually and doing business under
the firm name and style of Staples
Pake-Griffin, A Partnership,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2376

AMENDED COMPLAINT

FILED

JAN 21 1955

ALICE L. DUCK, CLERK
LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

STAPLES-PAKE-GRIFFIN,
a Partnership,

Plaintiff,

VS.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

PLEA IN ABATEMENT

Comes the defendant and prays that the summons and complaint be quashed and this cause abated for the following separate and several reasons:

1. The plaintiff cannot maintain this action in its present form.

2. A partnership is not a person, either natural or artificial, and cannot, therefore, sue in the firm name in the manner set out above.

WHEREFORE, he prays that the said summons and complaint be quashed and that this cause be abated.

A. Kahalley
Defendant

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared A. Kahalley, who, after being by me first duly and legally sworn, deposes and says: That he is the defendant named in the above entitled cause; that he has read over the above plea in abatement, and that the allegations of fact stated therein are true.

A. Kahalley

Sworn to and subscribed before me
on this the 6 day of October, 1954.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama.

W/fts 9-26
ALFRED L. STAPLES, BERT H. PAKE)
and TENNENT L. GRIFFIN, indi-)
vidually and doing business as)
Staples-Pake-Griffin,)

Plaintiffs,)

VS.)

A. KAHALLEY,)

Defendant.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2376

ANSWERS TO INTERROGATORIES PROPOUNDED BY PLAIN-
TIF TO DEFENDANT.

Now comes the defendant and for answer to the interroga-
tories heretofore propounded to him by the plaintiffs, says:

1. Assed Kahalley.

2. Yes.

3. Yes.

4. No. The date was April 3, 1954.

5. Yes.

6. I did not see Mr. Gandler on April 5, 1954, but after
that date he made one trip to Bay Minette and made one telephone
call.

7. A. No.

B. No.

C. A partial examination was made.

D. Yes.

8. Defendant declines to answer this interrogatory be-
cause it calls for incompetent, irrelevant and immaterial testimony.

9. Yes.

10. Answered above.

11. Mr. C. W. Strong.

12. June 6, 1954.

13. Yes.

14. Defendant declines to answer this interrogatory be-
cause the efforts of Mr. Gandler referred to in this interrogatory
are not specifically described.

15. \$15,000 for stock, \$3,000 for fixtures; the \$15,000
paid for stock included all amounts paid on lay-aways, but did not
include the accounts receivable, as they were not sold.

16. Mr. C. W. Strong.

17. June 6, 1954.

18. I had a telephone conversation with Mr. C. W. Strong on May 13, 1954, and he came to Bay Minette to see me on May 22, 1954. We had a telephone conversation on June 5, 1954, and the transaction was closed on June 6, 1954.

19. Answered above.

20. June 6, 1954.

Assed Kahalley

Defendant

STATE OF ALABAMA)

BALDWIN COUNTY)

Before me, the undersigned authority within and for said County in said State, personally appeared Assed Kahalley, who, after being by me first duly and legally sworn, deposes and says: That he is the defendant named in the above entitled cause; that he has read over the foregoing answers to interrogatories propounded by the plaintiffs in this suit, and that the said answers thereto are true.

Assed Kahalley

Sworn to and subscribed before me on
this the 14 day of February, 1955.

Mary Lou Blackburn

Notary Public, Baldwin County, Alabama

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ANSWERS TO INTERROGATORIES PRO-
POUNDED BY PLAINTIFFS TO DEFEND-
ANT.

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
Staples-Pake-Griffin,

Plaintiffs,

VS.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

FILED

FEB 14 1955

ALICE L. BUCK, Clerk

J. B. BLACKBURN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

W. H. Griffin
ALFRED L. STAPLES, BERT H. PAKE
AND TENNENT L. GRIFFIN, Individ-
idually and doing business as
Staples-Pake-Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

INTERROGATORIES PROPOUNDED BY THE PLAINTIFFS TO
THE DEFENDANT

Come now the Plaintiffs, Alfred L. Staples, Bert H. Pake and Tennent L. Griffin, Individually and doing business as Staples-Pake-Griffin, by their attorneys, and affidavit having been made by Norborne C. Stone, Jr., one of the attorneys of record for the Plaintiffs, and propound the following interrogatories to the Defendant, A. Kahalley:

- (1) Please state your correct name.
- (2) Were you the owner or proprietor of a merchantile business in Bay Minette, Alabama, on April 5, 1954, known as A. Kahalley's Department Store?
- (3) Please state whether or not you own the building in which said merchantile business was located on April 5, 1954, and on September 7, 1954.
- (4) Did you on April 5, 1954, discuss with Mr. Irving Gandler of the firm of Staples-Pake-Griffin in Mobile, the sale or rental of your business or property in Bay Minette.
- (5) If your answer to Interrogatory numbered 3 is in the affirmative please state whether or not you knew Staples-Pake-Griffin were real estate agents and whether or not the purpose of your discussion was to employ them to assist you as such agents in procuring a purchaser or lessee for your business or property.
- (6) Subsequent to your discussion with Mr. Gandler on April 5, 1954, did Mr. Gandler make several trips to Bay Minette and to your store and make several telephone calls to you in an effort to consummate the sale or rental of your business for you?

(7) A. Did Mr. Gandler, on one of these trips to Bay Minette bring with him a Mr. Charles Strong who then resided in Citronelle, Alabama?

B. Had you ever discussed the sale of your business with Mr. Strong before he was introduced to you by Mr. Gandler as a prospective purchaser of your business and a lessee of your property?

C. Did you, Mr. Gandler and Mr. Strong go over your store and business and examine the stock of goods and fixtures?

D. Did you, on the day of Mr. Strong's visit with Mr. Gandler, offer to sell or rent the business to him and did not Mr. Strong refuse to accept your offer because the price was too high?

(8) Did you, after the visit by Mr. Strong write to him and offer to sell to him your stock and fixtures at a price less than was first discussed with Mr. Gandler on April 5, 1954, and less than you offered to sell for on Mr. Strong's visit to Bay Minette with Mr. Gandler?

(9) Did you later sell your stock of goods and fixtures and the business known as A. Kahalley's Department Store?

(10) If you state that you did not sell your stock and fixtures and business please state whether you have rented your store, fixtures and stock, under a lease-sale agreement or under a lease with a option to purchase?

(11) Please state to whom you rented or sold your business.

(12) Please state the date on which your business was rented or sold.

(13) Please state whether or not Mr. Strong was introduced to you as a prospective lessee or purchaser through the efforts of Mr. Gandler of the firm of Staples-Pake-Griffin.

(14) Were the efforts of Mr. Gandler as a member of the firm Staples-Pake-Griffin done at your request?

(15) Please state the price which you received, or which Mr. Strong obligated himself to pay, for your stock, fixtures and business (including accounts receivable if said accounts were included in the total price) and state in detail the total values placed on (a) the stock of goods, (b) the fixtures, and (c) the business (including accounts receivable if said accounts were included in the total price).

(16) Please state who is now operating the business in the store building formerly occupied by you doing business as A. Kahalley's Department Store.

(17) If your answer to the last Interrogatory is Mr. Charles Strong please state when the agreement with him relative to the sale or lease by you of said business was consummated?

(18) Please state the number of conversations you had with Mr. Charles Strong relative to his purchase or lease of your business after April 15, 1954.

(19) Please state where said conversations were held.

(20) Please state whether or not the transaction as finally agreed upon between you and Mr. Strong was entered into in one of these conversations or conferences.

CHASON & STONE

By: Norborne C. Stone
Attorneys for Plaintiffs.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, G. Mac Humphries, a Notary Public, in and for said County in said State, personally appeared Norborne C. Stone, Jr., who is known to me, and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Norborne C. Stone, Jr., and that he is one of the Attorneys of Record for Alfred L. Staples, Bert H. Pake and Tennent L. Griffin, Individually and doing business as Staples-Pake-Griffin, who are the Plaintiffs in that certain action now pending in the Circuit Court of Baldwin County, Alabama, wherein A. Kahalley is the Defendant. That the answers to the Interrogatories propounded above will be material testimony and evidence for the Plaintiffs in the said cause.

Dated this 2nd day of December, 1954.

Sworn to and subscribed
before me this _____ day
of December, 1954.

G. Mac Humphries
Notary Public, Baldwin County, Ala.

Norborne C. Stone

Received 2 day of Dec 1954
and on 2 day of Dec 1954
I served a copy of the within Interrogatories
Propounded by plaintiffs to the
Defendant.

By service on J. S. Blackburn
TAYLOR WILKINS, Sheriff
By J. S. Blackburn D.S.

J. S. Blackburn
FILED
Dec. 2, 1954
ALICE J. DUCK, *Register*
Clk

ALFRED L. STAPLES, BERT H. PAKE AND
TENNENT L. GRIFFIN, Individually
and doing business as Staples-Pake-
Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

INTERROGATORIES PROPOUNDED BY
THE PLAINTIFFS TO THE DEFEN-
DANT

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PACE
and BENJAMIN L. CRISTIN, Indi-
vidually and doing business as
Staples-Pace-Cristin,
Plaintiffs,
vs.
A. KARALTRY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
NO. 2376

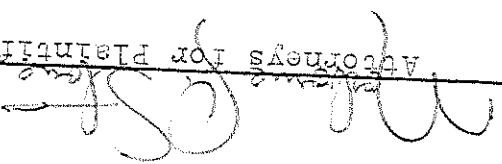
MOTION TO REQUIRE DEFENDANT TO ANSWER INTERROG-
ATORIES

Come now the Plaintiffs in the above styled cause, by their
attorneys, and move this Honorable Court to attach the Defendant and
cause him to answer fully in open Court the interrogatories hereto-
fore propounded to him by the Plaintiffs, or tax him with so much
of the costs as may be just or tender such other or different orders
as the Plaintiffs are entitled to in the premises and assign the fol-
lowing separate and several grounds in support thereof:

1. That the answers heretofore filed by the Defendant are
not full.
2. For that the Defendant failed or refused to answer
interrogatories numbered 8 and 14.
3. For that the Defendant refused to answer interrogatory
numbered 8.
4. For that the Defendant refused to answer interrogatory
numbered 14.

Respectfully submitted,

CHASON & STONE

By: 
Attorneys for Plaintiffs.

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Individ-
ually, and doing business as
STAPLES-PAKE-GRIFFIN,

Plaintiffs,

vs.

A. MAHALLEY,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

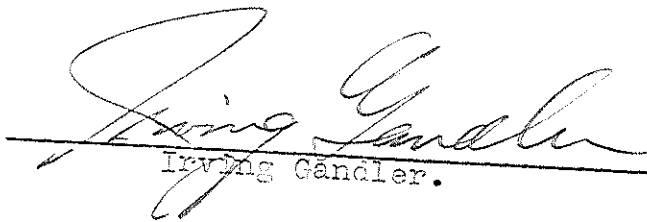
NO. 2376

ANSWERS TO INTERROGATORIES PROPOUNDED BY THE
DEFENDANT TO THE PLAINTIFFS

Come now the Plaintiffs in the above styled cause, acting
by and through Irving Gandler, as their agent, servant and employee,
and for answer to the Interrogatories heretofore propounded by the
Defendant to the Plaintiffs on December 31, 1954, say as follows:

1. A partnership.
2. General.
3. Alfred L. Staples, Bert H. Pake and Tennent L. Griffin.
4. See Answer No. 2, above.
5. Yes.

6. There is attached to these answers a copy of the instru-
ment referred to in Interrogatory No. 5, the original of which is
in the possession of the Plaintiffs and under their custody and con-
trol.


Irving Gandler.

STATE OF ALABAMA

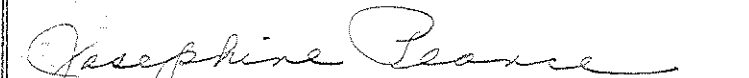
MOBILE COUNTY

Before me, Josephine France, the undersigned
authority in and for said County in said State, personally appeared
Irving Gandler, who, after being by me first duly and legally sworn,
did depose and say under oath as follows:

That he is the agent of Alfred L. Staples, Bert H. Pake and Tennent L. Griffin, Individually and doing business as Staples-Pake-Griffin, and as such has authority to answer the Interrogatories referred to in the foregoing answers to interrogatories and that he has personal knowledge of the matters and facts stated therein and that he read all of the foregoing answers and that they are true and correct.


Irving Gandler.

Sworn to and subscribed
before me this 17 day
of February, 1955.


Notary Public, Mobile County, Alabama
Notary Public, Mobile County, Ala.
My commission expires Feb. 28, 1956.
Bonded by American Surety Co. of N. Y.

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ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Individually
and doing business as Staples-Pake-
Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

ANSWERS TO INTERROGATORIES

FILED

FEB 18 1955

AMES J. BUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Individ-
ually and doing business as
Staples-Pake-Griffin,

VS.

Plaintiffs,

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

MOTION TO REQUIRE PROPER ANSWERS TO INTERROGATORIES

Now comes the defendant by his attorney and shows unto the court that he propounded interrogatories to the plaintiffs in this case on, to-wit, the 31st day of December, 1954, and that the plaintiffs' answers to the said interrogatories are not full or are evasive in that the answers thereto are not signed by any member of the plaintiff firm and the original contract between the plaintiffs and the defendant is not attached thereto as required by defendant's interrogatory No. 6.

WHEREFORE, defendant moves the court to make and enter a proper order requiring that the said interrogatories be answered by a member of the plaintiff firm and that the original contract called for by the said interrogatories be attached thereto, or on the plaintiffs' failure to so answer the said interrogatories that a member of the said firm be attached and caused to answer fully in open court or tax the plaintiffs with so much of the costs as may be just and continue this case until full answers are made, or direct a non-suit as provided by Title 7, Section 483 of the 1940 Code of Alabama.

J. B. Blackburn
Attorney for defendant.

STATE OF ALABAMA
BALDWIN COUNTY

The above and foregoing motion shall be and the same is hereby set for hearing at 9:30 A. M. on Thursday, March 3, 1955.

Dated this 1 day of March, 1955.

Robert M. Miller
Judge

ALFRED L. STAPLES, BERT H. PAKE)
and TENNENT L. GRIFFIN, Individ-)
ually and doing business as)
Staples-Pake-Griffin,)

Plaintiffs,)

VS.)

A. KAHALLEY,)

Defendant.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2376

MOTION TO REQUIRE PROPER ANSWERS TO INTERROGATORIES

Now comes the defendant by his attorney and shows unto the court that he propounded interrogatories to the plaintiffs in this case on, to-wit, the 31st day of December, 1954, and that the plaintiffs' answers to the said interrogatories are not full or are evasive in that the answers thereto are not signed by any member of the plaintiff firm and the original contract between the plaintiffs and the defendant is not attached thereto as required by defendant's interrogatory No. 6.

WHEREFORE, defendant moves the court to make and enter a proper order requiring that the said interrogatories be answered by a member of the plaintiff firm and that the original contract called for by the said interrogatories be attached thereto, or on the plaintiffs' failure to so answer the said interrogatories that a member of the said firm be attached and caused to answer fully in open court or tax the plaintiffs with so much of the costs as may be just and continue this case until full answers are made, or direct a non-suit as provided by Title 7, Section 483 of the 1940 Code of Alabama.

J. B. Blackburn
Attorney for defendant.

STATE OF ALABAMA
BALDWIN COUNTY

The above and foregoing motion shall be and the same is hereby set for hearing at 9:30 A. M. on Thursday, March 3, 1955.

Dated this 1 day of March, 1955.

Robert M. Hall
Judge

THE STATE OF ALABAMA }
Baldwin County - Circuit Court }

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

Whereas, at a Term of the Circuit Court of Baldwin County, held on the
..... Monday in, 194....., in a cer-
tain cause in said Court wherein Alfred L. Staples, Bert H. Pake, and Tennant Griffin, ind.
and d/b/a Staples-Pake-Griffin Plaintiff, and A. Kahalley
..... Defendant, a judgment was rendered against said
A. Kahalley
to reverse which Judgment....., the said A. Kahalley
.....
.....
..... applied for and obtained from this office an APPEAL, returnable to the next
Term of our Court of Appeals Court of the State of Alabama, to be held at Montgomery,
on the day of, 194..... next, and the necessary bond
having been given by the said A. Kahalley
..... with Marguerite Kahalley and Ansel Maklie....., sureties,
.....
.....

Now, You Are Hereby Commanded, without delay, to cite the said Alfred L. Staples, Bert H
Pake and Tennant L. Griffin..... or Chason & Stone.....
....., attorney, to appear at the next Term of our
Court of Appeals
said ~~Supreme Court~~ Court, to defend against the said Appeal, if they..... think proper.

Witness, ALICE J. DUCK, Clerk of the Circuit Court of said County, this 12th
day of April....., A. D., 1945...

Attest:

Alice J. Duck Clerk.

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
STAPLES-PAKE-GRIFFIN,

Plaintiffs,

VS.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

APPEAL AND SECURITY FOR COSTS

Comes the defendant in the above styled cause, A. Kahalley,
and hereby appeals to the Court of Appeals of the State of Alabama
from the final judgment in the Circuit Court of Baldwin County,
Alabama, Law Side, rendered in the above styled cause on March 18,
1955.

J. T. Blackburn
Attorney for defendant.

We hereby acknowledge ourselves securities for the costs
of the foregoing appeal.

X A. Kahalley
J. T. Blackburn

Taken and approved on this the
30th day of March, 1955.

Wesley J. Smith
Clerk of the Circuit Court of
Baldwin County, Alabama.

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
STAPLES-PAKE-GRIFFIN,

VS.

A. KAHALLEY,

Plaintiffs,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

MOTION FOR NEW TRIAL

Now comes the defendant and moves the court to set aside the jury's verdict heretofore rendered in this cause and grant him a new trial and as grounds for such motion assigns, separately and severally, the following:

1. The verdict is contrary to the law.
2. The verdict is contrary to the evidence.
3. The verdict is contrary to the law and the evidence.
4. The judgment against the defendant is excessive.
5. The court erred in overruling defendant's demurrer to plaintiffs' complaint as last amended.
6. The court erred in sustaining plaintiffs' demurrer to defendant's pleas 3, 4 and 5.
7. The court erred in permitting the plaintiffs, over the defendant's objection, to prove the value of their services before proving that they had complied with their written contract with the defendant dated April 5, 1954.
8. The court erred in refusing the following charge requested by the defendant:
 - "1. The court charges the jury that your verdict should be for the defendant."
9. The court erred in refusing the following charge requested by the defendant:
 - "2. The court charges the jury that your verdict should be for the defendant under Count One of the amended complaint."
10. The court erred in refusing the following charge requested by the defendant:
 - "3. The court charges the jury that your verdict should be for the defendant under Count Two of the amended complaint."

11. The court erred in refusing the following charge requested by the defendant:

"4. The court charges the jury that if you believe the evidence, your verdict should be for the defendant."

12. The court erred in refusing the following charge requested by the defendant:

"5. The court charges the jury that if you believe the evidence, your verdict should be for the defendant under Count One of the amended complaint."

13. The court erred in refusing the following charge requested by the defendant:

"6. The court charges the jury that if you believe the evidence, your verdict should be for the defendant under Count Two of the amended complaint."

14. The court erred in its oral charge to the jury in charging it, in substance, that it should find a verdict for the plaintiffs if it believed from the evidence that the services rendered by the plaintiffs were the efficient cause of defendant's sale to Charles Strong.

FILED

3-22 1955

ALICE J. DUCK, Clerk

J. T. Blackburn
Attorney for defendant.

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
Staples-Pake-Griffin,

VS.

Plaintiffs,

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NC. 2376

TO STAPLES-PAKE-GRIFFIN, A PARTNERSHIP COMPOSED OF ALFRED L. STAPLES,
BERT H. PAKE AND TENNENT L. GRIFFIN, PLAINTIFFS, OR TO CHASON AND
STONE, AS ATTORNEYS OF RECORD FOR THE SAID PLAINTIFFS:

Demand is hereby made upon you to produce and have avail-
able in open court on the trial of this case on March 17, 1955, or
on any date to which the said cause may be continued, the original
written contract between the plaintiffs and the defendant dated
April 5, 1954. Upon your failure to produce and have the said con-
tract available, secondary evidence of its contents will be offered
by the defendant.

Dated this 7 day of March, 1955.

J. B. Blackburn
Attorney for defendant.

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Indi-
vidually and doing business as
Staples-Pake-Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

I
I
I IN THE CIRCUIT COURT OF
I BALDWIN COUNTY, ALABAMA
I AT LAW NO. 2376
I
I

MOTION TO REQUIRE DEFENDANT TO ANSWER INTERROG-
ATORIES

Come now the Plaintiffs in the above styled cause, by their attorneys, and move this Honorable Court to attach the Defendant and cause him to answer fully in open Court the interrogatories heretofore propounded to him by the Plaintiffs, or tax him with so much of the costs as may be just or render such other or different orders as the Plaintiffs are entitled to in the premises and assign the following separate and several grounds in support thereof:

1. That the answers heretofore filed by the Defendant are not full.
2. For that the Defendant refused to answer interrogatory numbered 14.

FILED

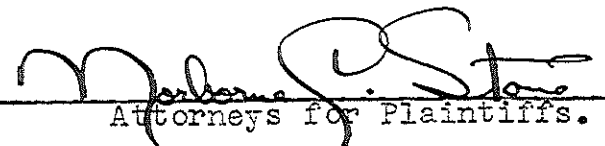
Jul. 26 - 1955

ALICE J. SUCK, Clerk

Respectfully submitted,

CHASON & STONE

By:


Attorneys for Plaintiffs.

117
RECORDED

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Individually
and doing business as Staples-Pake-
Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

MOTION

FILED

FEB 26 1955

AUGIE I. DUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Indi-
vidually and doing business as
Staples-Pake-Griffin,

Plaintiff,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

This day came the Plaintiffs, by their attorneys, and filed a motion in writing to require the Defendant to answer interrogatories heretofore propounded to him by the Plaintiffs and to render such orders as the Plaintiffs are entitled to in the premises and the same being called to the attention of the Court it is, therefore,

ORDERED by the Court that the 3 day of March, 1955, be and the same is hereby fixed as the day for the hearing of said motion and that a copy of said motion together with a copy of this order be mailed forthwith to the attorney for the Defendant as notice to him of the filing of this motion and of the day upon which the same has been set.

Dated this 26 day of February, 1955.

FILED

Feb. 26-1955

ALICE J. DUCK, Clerk

Hubert M. Hall
Circuit Judge.

1127
RECORDED

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Individu-
ally and doing business as Staples-
Pake-Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2376

ORDER

FILED

FEB 23 1955

W. L. GIBBS, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
STAPLES-PAKE-GRIFFIN,

VS. Plaintiffs,

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

PLEAS

Now comes the defendant and for pleas to the complaint as last amended and to each and every count thereof, separately and severally, assigns, separately and severally, the following:

1. The defendant for answer to Count One of the amended complaint saith that the allegations of the said count are untrue.
2. The defendant for answer to Count Two of the amended complaint saith that the allegations of the said count are untrue.
3. The defendant for answer to Count Two of the amended complaint saith that on, to-wit, April 5, 1954, he entered into a written contract with Staples-Pake-Griffin as follows:

"SALE AUTHORITY

"STAPLES-PAKE-GRIFFIN, LTD., Mobile, Ala. April 5th 1954
INSURANCE-LEASES-REAL ESTATE
100 N. Royal Street, Telephone 3-3745

In consideration of your promise to use your best efforts to secure a purchaser, I (we) appoint you exclusive agents to make sale of the property owned by A. Kahalley and located in Bay Minette, Ala. P. O. Box 276 and known as A. Kahalley's Department Store at 112 Hand Ave. at the price of Thirty Thousand Dollars (\$30,000.00) Dollars cash or upon the following terms:
I (we) agree to pay you a cash commission of 10% of the price obtained if the said property is sold during the term of this contract by you or anyone else, upon the terms named, or upon any other terms that I (we) shall accept. This contract shall continue for 30 days from date hereof. I (we) hereby agree to furnish complete and merchantable abstract down to date of sale; to make a good title and to give a warranty deed in the event you secure purchaser for property. Taxes, rents and insurance to be pro-rated to the date of delivery of deed. All paving installments to be paid by seller.

(Signed) A. Kahalley

112 Hand Avenue Owner(s)"

On reverse side of the above instrument:

"Exact ownership Mr. & Mrs. A. Kahalley
Size of lot (Attach plat if available): 25 x 75 feet
Taxes, assessed at \$ _____ on land and @ \$ _____
on improvements. Total annual taxes: \$ _____ divided
State and County \$ _____ City \$ _____
Description of improvements (attach list of furnishings
or equipment if included): Stock, fixtures and equipment,
very clean stock of Women's, Children's and Boys Cloth-
ing; also a complete shoe department for family.
Existing leases, if any _____
Monthly rental? _____ Lease(s) expire on _____
Will rent for \$125.00 for five years.
Insurance Information _____
Amount of mortgage, if any and does the mortgage permit
prepayment? _____"

Defendant avers that the said property described in the
said contract was not sold by the plaintiffs or anyone else during
the said period of thirty days that the said contract was in force
and effect upon the terms stated therein or upon any other terms
which the defendant would accept, because of which the plaintiffs
ought not to recover in this case.

4. The defendant for answer to Count Two of the amended
complaint saith that on, to-wit, April 5, 1954, he entered into a
written contract with Staples-Pake-Griffin as follows:

"SALE AUTHORITY

"STAPLES-PAKE-GRIFFIN, LTD. Mobile, Ala. April 5th 1954
INSURANCE-LEASES-REAL ESTATE
100 N. Royal Street, Telephone 3-3745

In consideration of your promise to use your best efforts
to secure a purchaser, I (we) appoint you exclusive agents
to make sale of the property owned by A. Kahalley and
located in Bay Minette, Ala. P. O. Box 276 and known as
A. Kahalley's Department Store at 112 Hand Ave. at the
price of Thirty Thousand Dollars (\$30,000.00) Dollars cash
or upon the following terms:
I (we) agree to pay you a cash commission of 10% of the
price obtained if the said property is sold during the
term of this contract by you or anyone else, upon the terms
named, or upon any other terms that I (we) shall accept.
This contract shall continue for 30 days from date hereof.
I (we) hereby agree to furnish complete and merchantable
abstract down to date of sale; to make a good title and
to give a warranty deed in the event you secure purchaser
for property. Taxes, rents and insurance to be pro-rated
to the date of delivery of deed. All paving installments
to be paid by seller.

(Signed) A. Kahalley
112 Hand Avenue Owner(s)"

On reverse side of the above instrument:

"Exact ownership Mr. & Mrs. A. Kahalley
Size of lot (Attach plat if available): 25 x 75 feet
Taxes, assessed at \$ _____ on land and @ \$ _____ on
improvements. Total annual taxes: \$ _____ divided

State and County \$ _____ City \$ _____
Description of improvements (attach list of furnishings or
equipment if included: Stock, fixtures and equipment, very
clean stock of Women's, Children's and Boys Clothing; also
a complete shoe department for family.
Existing leases, if any _____
Monthly rental? _____ Lease(s) expire on _____
Will rent for \$125.00 for five years.
Insurance Information _____
Amount of mortgage, if any and does the mortgage permit
prepayment? _____

Defendant avers that the said property described in the
said contract was not sold by the plaintiffs or by anyone else to
Charles Strong during the said period of thirty days that the said
contract was in force and effect upon the terms stated therein or
upon any other terms which the defendant would accept, because of
which the plaintiffs ought not to recover in this case.

5. The defendant for answer to Count Two of the amended
complaint saith that on, to-wit, April 5, 1954, he entered into a
written contract with Staples-Pake-Griffin as follows:

"SALE AUTHORITY

"STAPLES-PAKE-GRIFFIN, LTD. Mobile, Ala. April 5th 1954
INSURANCE-LEASES-REAL ESTATE
100 N. Royal Street, Telephone 3-3745

In consideration of your promise to use your best efforts
to secure a purchaser, I (we) appoint you exclusive agents
to make sale of the property owned by A. Kahalley and
located in Bay Minette, Ala. P. O. Box 276 and known as
A. Kahalley's Department Store at 112 Hand Ave. at the
price of Thirty Thousand Dollars (\$30,000.00) Dollars cash
or upon the following terms:
I (we) agree to pay you a cash commission of 10% of the
price obtained if the said property is sold during the term
of this contract by you or anyone else, upon the terms
named, or upon any other terms that I (we) shall accept.
This contract shall continue for 30 days from date hereof.
I (we) hereby agree to furnish complete and merchantable
abstract down to date of sale; to make a good title and
to give a warranty deed in the event you secure purchaser
for property. Taxes, rents and insurance to be pro-rated
to the date of delivery of deed. All paving installments
to be paid by seller.

(Signed) A. Kahalley
112 Hand Avenue Owner(s)"

On reverse side of the above instrument:

"Exact ownership Mr. & Mrs. A. Kahalley
Size of lot (Attach plat if available): 25 x 75 feet
Taxes, assessed at \$ _____ on land and @ \$ _____ on
improvements. Total annual taxes: \$ _____ divided
State and County \$ _____ City \$ _____
Description of improvements (attach list of furnishings or
equipment if included): Stock, fixtures and equipment,
very clean stock of Women's, Children's and Boys Clothing;
also a complete shoe department for family.

Existing leases, if any _____
Monthly rental? _____ Lease(s) expire on _____
Will rent for \$125.00 for five years.
Insurance Information _____
Amount of mortgage, if any and does the mortgage permit
prepayment? _____

Defendant avers that the said plaintiffs or anyone acting for them did not at any time within the period of thirty days that the said contract was in force and effect obtain or procure a purchaser who was ready, able and willing to purchase the said property described in the said contract upon the terms stated therein or upon any other terms which the defendant would accept, because of which the plaintiffs ought not to recover in this case.

FILED

3-18- 1930

ALICE J. DUCK, Clerk

J. B. Thach
Attorney for defendant.

RECORDED
PLEAS

(15)

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
Staples-Pake-Griffin,

Plaintiffs,

VS.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

*Filed 3/8/55
H. M. H. J. H.*

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually, and doing business as
Staples-Pake-Griffin,

Plaintiffs,

VS.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2376

INTERROGATORIES BY DEFENDANT TO PLAINTIFFS

Now comes the defendant and propounds the following in-
terrogatories to the plaintiffs:

1. During the first half of the year of 1954 was Staples-
Pake-Griffin an individual venture, a partnership or a corporation?

2. If your answer to the foregoing interrogatory dis-
closes that Staples-Pake-Griffin was a partnership at the said time,
was it a general or a limited partnership?

3. If your answer to the foregoing interrogatory dis-
closes that Staples-Pake-Griffin was a general partnership, who were
the members of the said firm at the said time?

4. If your answer to interrogatory No. 2 above discloses
that Staples-Pake-Griffin was a limited partnership at the said
time, give the name of the special and the general partners.

5. Did the defendant or anyone for him at any time sign
any written, typewritten or printed instrument employing Staples-
Pake-Griffin to sell any property for him or to act as broker for
him?

6. If your answer to the foregoing interrogatory is yes,
attach the original of said instrument to your answers to these
interrogatories.

J. B. Blackburn

Attorney for defendant.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and says: That he is attorney for the defendant in the above entitled cause, and that the said interrogatories, if well and truly answered, will be material evidence for the defendant in the said cause.

J. B. Blackburn

Sworn to and subscribed before me on
this the 31st day of December, 1954.

John R. [Signature]

Notary Public, Baldwin County, Alabama.

Received 31 day of Dec. 1954
and on 1 day of Jan 1955
I served a copy of the within Interrogatory
on Chas. & Alton
Atty John Chason

TAYLOR WILKINS, Sheriff
By J. H. Hume D.S.

INTERROGATORIES FROM DEFENDANT TO
PLAINTIFFS

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually, and doing business as
Staples-Pake-Griffin,

VS. Plaintiffs,

A. KAHALLEY, Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

FILED
DEC 31 1954

ALICE J. BECK, Attorney

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

Wfts Ex 7

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Individ-
ually and doing business as
STAPLES-PAKE-GRIFFIN,

Plaintiffs,

VS.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2376

ANSWERS TO INTERROGATORIES

Now comes the defendant, pursuant to the order made in this cause on, to-wit, February 15, 1955, and for further answer to the interrogatories heretofore propounded by the plaintiffs to the defendant, says:

ANSWER TO 8TH INTERROGATORY

At the suggestion of Mr. Gandler I wrote a letter to Mr. Strong, dated April 15, 1954, a copy of which was furnished to Mr. Gandler.

ANSWER TO 14TH INTERROGATORY

The efforts of Mr. Gandler are not described in this interrogatory and I do not know what his efforts were, so I cannot answer this interrogatory in its present form.

A. Kahalley

Defendant

STATE OF ALABAMA)

BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared A. Kahalley, who, after being by me first duly and legally sworn, deposes and says: That the answers to the foregoing interrogatories are true and correct.

A. Kahalley

Sworn to and subscribed before me on
this the 25th day of February, 1955.

John R. Q.
Notary Public, Baldwin County, Alabama

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
Staples-Pake-Griffin,

VS. Plaintiffs,
A. KAHALLEY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

DEMURRER

Now comes the defendant and demurs to each count of the amended complaint, separately and severally, and as grounds for such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.
2. It affirmatively appears from the said amended complaint that the amendment works a complete change of parties.
3. The property which the plaintiffs claims to have sold is not described.
4. The name of the party to whom plaintiffs claims to have sold the property is not set out.
5. The terms and circumstances of the alleged sale by the plaintiffs are not described.
6. The terms of the plaintiffs' alleged employment by the defendant, if any, are not described.
7. No facts are alleged to show when the defendant requested the plaintiffs to sell the property.
8. No facts are alleged to show that the plaintiffs procured a purchaser in accordance with the defendant's request.
9. No facts are alleged to show that a purchaser was procured by the plaintiffs at and for a price fixed by the defendant.
10. No facts are alleged to show that the plaintiffs procured a purchaser of the said property within the time fixed by the defendant.
11. No contract or agreement between the plaintiffs and the defendant is set out in the amended complaint.
12. The property which plaintiffs claims to have sold at the request of the defendant is not described with sufficient certainty.

13. The allegations of the amended complaint are vague, indefinite and uncertain.

14. The allegations of the amended complaint are conclusions of the pleader.

FILED

11-12-1954

ALICE J. DUCK, Clerk

J. B. Blackburn.
Attorney for defendant.

STAPLES-PAKE-GRIFFIN, A
Partnership,

Plaintiff,

vs.

A. KAHALLEY,

Defendant.

I
I
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I
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I

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

Come now the Plaintiffs in the above styled cause and amend the complaint heretofore filed in the same so that the same shall read as follows:

ALFRED L. STAPLES, BERT H. PAKE
AND TENNENT L. GRIFFIN, Individually and doing business as
Staples-Pake-Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

I
I
I
I
I
I
I

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

COUNT ONE:

The Plaintiffs claim of the Defendant the sum of Two Thousand Dollars (\$2000.00) due from him for work and labor done for the Defendant by the Plaintiffs on, to-wit: June 5, 1954, at his request, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO:

The Plaintiffs claim of the Defendant the sum of Two Thousand Dollars (\$2000.00) due from him for work and labor done for the Defendant by the Plaintiffs, a licensed real estate brokerage firm, at the request of the Defendant, in procuring for the Defendant a purchaser of certain property owned by the Defendant in Bay Minette, Baldwin County, Alabama, and known as A. Kahalley's Department Store,

112 Hand Avenue. And the Plaintiffs further aver that they did procure such purchaser and that said property was sold by the Defendant to the purchaser procured by the Plaintiffs on, to-wit: June 5, 1954, but that the Defendant refused and continues to refuse to pay to the Plaintiffs the amount due them for such service. Wherefore Plaintiffs bring this suit and ask judgment in the above amount, together with interest thereon.

CHASON & STONE

By:

Melvin S. Stone
Attorneys for Plaintiffs

The Plaintiffs request a trial of this cause by a jury.

CHASON & STONE

By:

Melvin S. Stone
Attorneys for Plaintiffs

FILED

10-15 1954

ALICE L. BUCK, Clerk

(3)

RECORDED

ALFRED L. STAPINS, et al.,
Plaintiffs,

vs.

A. KAHALLEY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

AMENDED COMPLAINT

FILED

70-15-54

ALFRED L. STAPINS, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

(3)

RECORDED

ALFRED L. STAPLES, et al.,

Plaintiffs,

vs.

A. KAHALITY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 2376

AMENDED COMPLAINT

FILED

10-15-54

ALICE L. BUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Individ-
ually and doing business as
STAPLES-PAKE-GRIFFIN,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

DEMURRER TO PLEAS

Come now the Plaintiffs in the above styled cause, by their attorneys, and demur to Pleas numbered ~~"1"~~, "3" and "4", ^{And "5"} heretofore filed in said cause by the Defendant, and to each of said Pleas, separately and severally and assign the following separate and several grounds in support thereof:

1. That said Pleas are immaterial.
2. That said Pleas do not constitute a defense to Count One of the Complaint.
3. That said Pleas do not constitute a defense to Count Two of the Complaint.
4. That said Pleas do not constitute a defense to the Complaint.
5. That Plea "2" is immaterial and does not constitute a defense to Count Two of the Complaint in that it is not alleged in the Complaint that the property was sold within the thirty-day period specified in the contract referred to in Count Two.
6. That Plea "3" is immaterial and does not constitute a defense to Count Two of the Complaint in that it is not alleged in the Complaint that the property was sold within the thirty-day period specified in the contract referred to in Count Two.
7. That Plea "4" is immaterial and does not constitute a defense to Count Two of the Complaint in that it is not alleged in the Complaint that the property was sold within the thirty-day period specified in the contract referred to in Count Two.

8. For aught that appears from the allegations of Plea "2" the Defendant accepted the benefits of the services of the Plaintiffs alleged in the Complaint notwithstanding the fact that the thirty-day period alleged in the Complaint had expired.

9. For aught that appears from the allegations of Plea "3" the Defendant accepted the benefits of the services of the Plaintiffs alleged in the Complaint notwithstanding the fact that the thirty-day period alleged in the Complaint had expired.

10. For aught that appears from the allegations of Plea "4" the Defendant accepted the benefits of the services of the Plaintiffs alleged in the Complaint notwithstanding the fact that the thirty-day period alleged in the Complaint had expired.

11. For aught that appears from the allegations of Plea "2" the Plaintiffs sold the property alleged therein for the Defendant upon terms acceptable to him notwithstanding the fact that the thirty-day period alleged therein had expired and that the Defendant accepted the benefits of the services of the Plaintiffs in securing a purchaser.

12. For aught that appears from the allegations of Plea "3" the Plaintiffs sold the alleged property to Charles Strong more than thirty days after April 5, 1954, upon terms acceptable to the Defendant and the Defendant accepted the benefits of the services of the Plaintiffs in securing the said Charles Strong as a purchaser for said property.

13. For aught that appears from the allegations of Plea "4" the Plaintiffs secured a purchaser for the property of the Defendant who was ready, willing and able to purchase said property upon terms acceptable to the Defendant more than thirty days after April 5, 1954, and that the Defendant accepted the benefits of the services of the Plaintiffs in securing said purchaser.

FILED


3-18-1955

ALICE I. GUCK, Clerk

Respectfully submitted,

CHASON & STONE

By:


Attorneys for Plaintiffs.

16

RECORDED

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, Individ-
dually and doing business as
Staples-Pake-Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

DEMURRER TO PLEAS

~~FILED~~
~~MADE~~
~~MADE~~
MADE OFFICES

CHASON & STONE
BALDWIN COUNTY, ALABAMA

filed
MADE
MADE

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT - - LAW SIDE

BOOK 003 PAGE 424

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon A. KAHALLEY to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of STAPLES-PAKE-GRIFFIN, a partnership.

Witness my hand this 7th day of Sept, 1954.

David L. Renshaw
Clerk

STAPLES-PAKE-GRIFFIN, A
Partnership,

Plaintiff,

versus

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO: _____

COUNT ONE:

The Plaintiff claims of the Defendant the sum of Two Thousand and Dollars (\$2000.00) due from him for work and labor done for the Defendant by the Plaintiff on, to-wit: June 5, 1954, at his request, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO:

The Plaintiff claims of the Defendant the sum of Two Thousand and Dollars (\$2,000.00) due from him for work and labor done for the Defendant by the Plaintiff, a licensed real estate brokerage firm, at the request of the Defendant, in procuring for the Defendant a purchaser of certain property owned by the Defendant in Bay Minette, Baldwin County, Alabama, and known as A. Kahalley's Department Store,

112 Hand Avenue. And the Plaintiff further avers that they did procure such purchaser and that said property was sold by the Defendant to the purchaser procured by the Plaintiff on, to-wit: June 5, 1954, but that the Defendant refused and continues to refuse to pay to the Plaintiff the amount due them for such services. Wherefore Plaintiff brings this suit and asks judgment in the above amount, together with interest thereon.

CHASON & STONE

By:

Malcolm P. Stone
Attorneys for Plaintiff

The Plaintiff requests a trial
of this cause by a jury.

CHASON & STONE

BY:

Malcolm P. Stone

FILED

Sept. 7 1955

ALICE J. DUCK, Clerk

BOOK 008 PAGE 425

Received in Sheriff's Office
this 2 day of Sept, 1934
TAYLOR WILKINS, Sheriff

Received _____ day of _____ 19____
and on 8 day of Sept. 1934
I served a copy of the within of & C.

on _____
By service on A Kahalley

TAYLOR WILKINS, Sheriff
By Goldman D.S.

RECORDED,
70 2376

STAPLES-PAKE-GRIFFIN, A Partnership
Plaintiff,

vs.

A. KAHALLEY,

Defendant.

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

SUMMONS AND COMPLAINT

FILED
SEP 7 1934
ALICE J. WICK, Clerk
LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PAKE
and TEMNENT L. GRIFFIN, Individ-
ually and doing business as
Staples-Pake-Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

This cause coming on to be heard on the motion of the Plain-
tiffs to require the Defendant to answer Interrogatories numbered
8 and 14, respectively, now come the parties, by their attorneys,
in open Court and present their arguments on said motion and the
Court having considered the same is of the opinion that the said
motion should be granted, it is, therefore

ORDERED by the Court that the Defendant, A. Kahalley, be and
he hereby is required to answer Interrogatories numbered 8 and 14,
respectively, heretofore propounded to him by the Plaintiffs in the
above styled cause and to file his said answers in this cause within
ten days from the date of this order.

Dated this 15th day of February, 1955.

FILED

Feb. 16 1955

ALICE J. DUCK, Clerk

Hubert M. Hall
Circuit Judge.

RECORDED

ALFRED L. STAPLES, BERT H. PAKE
and TOWNENT L. GRIFFIN, Individually
and doing business as Staples-Pake-
Griffin,

Plaintiffs,

vs.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2376

ORDER

FILED

FEB 16 1955

ALICE J. DICK, Clerk

LAW OFFICES

CHASON & STONE
BAY MINETTE, ALABAMA

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
STAPLES-PAKE-GRIFFIN,

Plaintiffs,

VS.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2376

ORDER DENYING MOTION FOR NEW TRIAL

Came the parties and submitted to the court the defend-
ant's motion for a new trial filed in this cause, and the court
having heard argument of counsel on said motion, and considered and
understood the same, is of the opinion that the same is not well
taken and should be overruled:

It is, therefore, ORDERED AND ADJUDGED by the court that
the defendant's said motion for a new trial be and the same is here-
by overruled and denied.

ORDERED AND ADJUDGED on this the 25 day of March, 1955.

FILED

1955

ALICE J. DUCK, Clerk

Hubert M. Tace

Judge

ALFRED L. STAPLES, BERT H. PAKE
and TENNENT L. GRIFFIN, individ-
ually and doing business as
STAPLES-PAKE-GRIFFIN,

Plaintiffs,

VS.

A. KAHALLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2376

SUPERSEDEAS BOND

STATE OF ALABAMA)

*

BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That we, A. Kahalley, as principal, and the undersigned, as sureties, are held and firmly bound unto Alfred L. Staples, Bert H. Pake and Tennent L. Griffin, individually and doing business as Staples-Pake-Griffin, in the just and full sum of Two Thousand Dollars (\$2,000), for the payment of which well and truly to be made and done we bind ourselves and each of us, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of March, 1955.

The condition of the above obligation is such that, Whereas, Alfred L. Staples, Bert H. Pake and Tennent L. Griffin, individually and doing business as Staples-Pake-Griffin, obtained a judgment in the above styled cause in the Circuit Court of Baldwin County, Alabama, Law Side, on the 18th day of March, 1955, from which judgment the said defendant, A. Kahalley, has obtained an appeal returnable to the next term of Court of Appeals of Alabama.

NOW, THEREFORE, if the defendant, A. Kahalley, shall prosecute the said appeal to effect and satisfy such decree as may be rendered against him in said cause by the Court of Appeals of Alabama, then this obligation is to be void, otherwise to remain in full force and effect.

We and each of us hereby waive all rights to our claim of exemptions as to personal property which we or either of us have now

or may hereafter have under the Constitution and laws of Alabama,
and we hereby severally certify that we have property free from all
encumbrances to the full amount of this bond.

X A. Kahaley (SEAL)

Marquitta Kahaley (SEAL)

Amelia Habbie (SEAL)

Taken and approved on this the
30th day of March, 1955.

Birney J. Reese

Clerk of the Circuit Court of
Baldwin County, Alabama.

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT

THE COURT OF APPEALS OF ALABAMA

October Term, 1956.

To the Clerk of the Circuit Court

of Baldwin County—Greeting:

Whereas, in the matter of

A. R. Challey

, Appellant,

vs.

Alfred L. Staples et al

, Appellee,

recently pending in the Court of Appeals of Alabama, on appeal from the said

Court of

County,

our Court of Appeals did on the 26 day of

Feb

, 1957

render a judgment of ~~affirmance~~

reversal

in said cause; and,

Whereas, a certificate of such action of the Court of Appeals was duly issued to you, and thereafter an application for a rehearing of said cause was filed in this Court on the 12

day of

Mar

, 1957;

and overruled,
supreme

Now, it is hereby certified, that our ~~Court of Appeals~~, or one of the Justices thereof, did, on the 10 day of May, 1957, order that the said certificate be recalled.

And you will accordingly return the same to this office at once, together with copy of the opinion in said cause issued to you.

Witness, Charles Bricken, Jr., Clerk of the Court

of Appeals of Alabama, at the Capitol, this the

10 day of

May

, 1957

Charles Bricken
Clerk of the Court of Appeals of Alabama.

THE STATE OF ALABAMA---JUDICIAL DEPARTMENT

THE COURT OF APPEALS OF ALABAMA

October Term, 19 56

To the Clerk of the Circuit Court of Baldwin County, Greeting:

Whereas, the Record and Proceedings of the Circuit Court of said County, in a certain cause lately pending in said Court between

A. Kahalley, Appellant,
and
Alfred L. Staples, Bert H. Pake, and Tennent L. Griffin,
individually, and doing business as Staples-Pake-Griffin, Appellee,
wherein by said Court, at the _____ Term, 19____, it was considered adversely to said appellant____, were brought before our Court of Appeals, by appeal taken, pursuant to law, on behalf of said appellant____.

Now, it is hereby certified, That it was thereupon considered by our Court of Appeals on the 26th day of February 19 57, that said judgment of said Circuit Court be reversed and annulled, and the cause remanded to said Court for further proceedings therein; and that it was further considered that the appellee____ pay____

the costs accruing on said appeal in this Court and in the Court below____

Witness Charles Bricken, Jr., Clerk of the Court
of Appeals of Alabama, at the Capitol, this the
26th day of February 19 57

Charles Bricken, Jr.
Clerk of the Court of Appeals of Alabama.

MAY 22 1958 Certificate Clerk Supreme Court. Petition Denied