

EVA J. VAUGHN, d/b/a
Vaughn Real Estate and
Insurance Company,

Plaintiff

vs.

LIZZIE MEADOWS, also known
as Mrs. R. M. Meadows

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

2892

DEMURRER:

Now comes the Defendant and demurs to each count of the Bill of 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. The property which the plaintiff claims to have sold is not described.
3. It affirmatively appears that the plaintiff has not complied with the alleged contract with the defendant.
4. It affirmatively appears from the allegations of the Complaint that the plaintiff has not complied with the alleged contract with the defendant in that she did not sell the property described in the complaint for the amount of money for which the plaintiff agreed to sell the property.
5. The substance and terms of the alleged contract between the plaintiff and the defendant are not set out with sufficient certainty.
6. No facts are alleged to show that the defendant requested the plaintiff to sell the property.
7. No facts are alleged to show that the purchaser was procured by the plaintiff at and for a price fixed by the defendant.
8. The name of the party to whom plaintiff claims to have sold the property is not set out in the Bill of Complaint.
9. The allegations of the Bill of Complaint are conclusions of the pleader.
10. The allegations that the plaintiff obtained the purchaser for the property upon terms which were acceptable to the defendant are conclusions of the pleader.

James M. Bails
Attorney for the Defendant

For the trial of this cause, the defendant respectfully requests
a trial by jury.

Laurence M. Bailer
Attorney for the defendant

BOOK

021 PAGE 176

DEMURRER AND ANSWER

EVA J. VAUGHN, d/b/a Vaughn
Real Estate and Insurance Co.

Plaintiff

vs,

LIZZIE MEADOWS, also known as
MRS. R. M. Meadows,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

MAY 2 1956

CLERK OF COURT
ERNEST M. GUILLEY

ATTORNEY AT LAW

FAIRHOPE, ALABAMA

STATE OF ALABAMA)
*
BALDWIN COUNTY)

BOOK 021 PAGE 173

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Lizzie Meadows, also known as Mrs. R. M. Meadows, 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 the same, then and there to answer the complaint of Eva J. Vaughn, doing business as Vaughn Real Estate and Insurance Company.

WITNESS my hand, this 3 day of March, 1956.

W. J. Smith
Clerk

* * * * *

EVA J. VAUGHN, doing business
as Vaughn Real Estate and
Insurance Company,

Plaintiff,

VS.

LIZZIE MEADOWS, also known as
Mrs. R. M. Meadows,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

C O M P L A I N T


COUNT ONE:

The Plaintiff claims of the Defendant the sum of ^{Four} ~~Six~~
Hundred ~~Seventy-five~~ ^{400.00} Dollars (\$~~675.00~~), with interest, for that
on the 24th day of October, 1955, the Defendant employed the
Plaintiff, who is a Real Estate Agent, doing business in the City
of Mobile, Alabama, to obtain for her a purchaser for a certain
piece of property in Baldwin County, Alabama, and agreed with the
Plaintiff that she should be paid for her services a cash commission
of five percent of the price obtained for the said property, if
the said property was sold during the term of the contract by the
Plaintiff or anyone else, upon the terms named, or upon any other
terms which the said Defendant would accept. A copy of the said
contract entered into between the Plaintiff and the Defendant on
October 24, 1955, is attached hereto, marked Exhibit "A", and made

BOOK 021 PAGE 177
a part hereof as though fully incorporated herein. The Plaintiff avers that she did, during the term of the said contract and while said contract was in full force, obtain a purchaser for said property upon terms which were acceptable to the Defendant, said purchaser being ready, willing and able to purchase the said property on terms agreeable to the Defendant. Plaintiff avers, that notwithstanding the premises, the Defendant has wholly failed, neglected, and refused to pay her the cash commission of five percent of the price obtained for the said property, which price was Fifteen Thousand Five Hundred Dollars (\$15,500.00) and which price was acceptable to the Defendant, except the sum of One Hundred Dollars (\$100.00) which has heretofore been paid.

COUNT TWO:

Plaintiff claims of the Defendant the sum of ^{Four} ~~Six~~ Hundred ^{\$400.00} ~~Seventy five~~ Dollars (~~\$675.00~~), with interest, for that heretofore on, to-wit, October 24, 1955, the Defendant entered into a contract with the Plaintiff whereby the Defendant authorized and empowered the Plaintiff to sell certain real property situated in Baldwin County, Alabama; that during the term of said contract, the Plaintiff procured a purchaser for the said property for a price and on the terms acceptable to the Defendant and the Defendant did in fact sell the said property to the purchaser so procured by the Plaintiff for the sum of Fifteen Thousand Five Hundred Dollars (\$15,500.00), which price was acceptable to the Defendant and the terms of the said sale was acceptable to the Defendant; that notwithstanding the premises the Defendant has wholly failed, neglected, and refused to pay the Plaintiff the said cash commission of five percent of the price obtained for the said property as agreed to by the contract referred to herein, except the sum of One Hundred Dollars (\$100.00), which has heretofore been paid. A copy of the contract heretofore entered into between the Plaintiff and Defendant is attached hereto marked Exhibit "A" and made a part hereof as though fully incorporated herein.


Defendant's address is C/o J. E. Watts,
Greeno Road, Fairhope, Alabama.

COMPLAINT

No. 2892.

EVA J. VAUGHN, doing business
as Vaughn Real Estate and
Insurance Company,

Plaintiff,

VS.

LIZZIE MEADOWS, also known as
Mrs. R. M. Meadows,

Defendant.

Received 3 day of April 1956

and on 10 day of April 1956

I served a copy of the within Const

on Lizzie Meadows

By service on _____

TAYLOR WILKINS, Sheriff

By L. S. Ladd D. S.

Fairhope, Ala.

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY W. S. Ladd
DEPUTY SHERIFF

We the jury find for
the Plaintiff in the
Amount of \$400.00
Thomas B. Hall

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

APR 3 1956

JAMES R. OWEN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

EVA J. VAUGHN,

Plaintiff,

vs.

LIZZIE MEADOWS,

Defendant,

and
CENTRAL BALDWIN BANK,
A Corporation,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

NOTICE TO DEFENDANT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to notify Lizzie Meadows that on the 1st day of November, 1956, a Writ of Garnishment in the above styled cause was issued to Central Baldwin Bank, a Corporation, as Garnishee, and you will return this Writ according to law.

WITNESS my hand on this the 1st day of November, 1956.

Reice J. Duck
Clerk of the Circuit Court of
Baldwin County, Alabama.

EVA J. VAUGHN,

Plaintiff,

vs.

LIZZIE MEADOWS,

Defendant.

and

CENTRAL BALDWIN BANK,

A corporation,

Garnishee.

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

AFFIDAVIT ON JUDGMENT

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared James R. Owen, who first being duly and legally sworn deposes and says that at the September Term, 1956, of the Circuit Court of Baldwin County, Alabama, Eva J. Vaughn recovered a judgment against Lizzie Meadows for the sum of Four Hundred Dollars (\$400.00) and the further sum of Forty-six and 75/100 Dollars (\$46.75) cost of said suit, and she believes the process of garnishment necessary to obtain satisfaction of such judgment, and that Central Baldwin Bank, a Corporation, has or is believed to have in its possession or under its control, money or effects belonging to the Defendant or that it is believed to be indebted to the Defendant, or to be liable to her on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

Sworn to and subscribed before
me this 1st day of November,
1956.

Alice J. Duck
Clerk of the Circuit Court of
Baldwin County, Alabama.

EVA J. VAUGHN,

Plaintiff,

vs.

LIZZIE MEADOWS,

Defendant,

and

CENTRAL BALDWIN BANK,

A corporation,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

Whereas James R. Owen has made affidavit as required by law that Eva J. Vaughn at the September Term, 1956, of the Circuit Court of Baldwin County, Alabama, recovered a judgment against Lizzie Meadows for the sum of Four Hundred Dollars (\$400.00), and the further sum of Forty-six and 75/100 Dollars (\$46.75), cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of the said judgment and that Central Baldwin Bank, a Corporation, has, or is believed to have in its possession or under its control, money or effects belonging to the Defendant, or that it is believed to be indebted to the Defendant, or to be liable to Lizzie Meadows on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

These are therefore to command you, that you summon the said Central Baldwin Bank, a corporation, to be and appear at the next term of the Circuit Court of Baldwin County, Alabama, to be held for said County, within thirty days after the service of this Writ of Garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the Defendant; and whether it is indebted

to said Defendant, or is liable to her on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

WITNESS my hand, on this the 1 day of November, 1956.

Reverend J. Duck
Clerk of the Circuit Court of
Baldwin County, Alabama.

O. A. ELLIS
PRESIDENT



Robertsdale, Ala.,



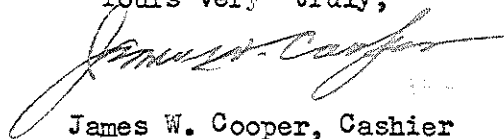
Nov. 6, 1956.

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Ala.

Dear Mrs. Duck:

In reference to the matter of Eva J. Vaughn Vs
Lizzie Meadows we wish to advise that Mrs. Lizzie Meadows does not have an
accoutnt with us at this time.

Yours very truly,



James W. Cooper, Cashier