

2896

MRS. A. W. CAWTHON,
Plaintiff,
vs.
FRANCES G. MALLORY,
Defendant.

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

AMENDED COMPLAINT

Now comes the Plaintiff, by her Attorneys, and amends the Complaint heretofore filed in said cause, so that as amended the said Complaint will read as follows:

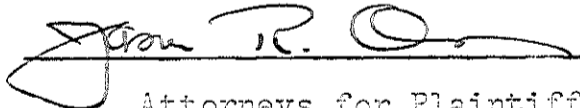
"COUNT ONE:

The Plaintiff claims of the Defendant Six Hundred Sixty-six and 66/100 Dollars (\$666.66), for rent of the following described premises and property situated in Baldwin County, Alabama, to-wit:

Lots 62 and 63, Block 2, Unit 2, and Lot 33, Block 3, Unit 2, in Gulf Shores, Alabama, according to the plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, which said premises is known as "Cawthon Cottages".
ALSO, all furniture, fixtures and equipment in the said cottages or on the premises used in connection there-with,

demised by the Plaintiff to the Defendant on the 31st day of March, 1954, and ending on the 31st day of March, 1956.





Attorneys for Plaintiff".

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Frances G. Mallory 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 Mrs. A. W. Cawthon.

WITNESS my hand, this 4 day of April, 1956.

Reece J. Houch
Clerk.

Defendant's address if Foley, Alabama.

* * * * *

MRS. A. W. CAWTHON,)	
Plaintiff,)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
FRANCES G. MALLORY,)	AT LAW
Defendant.)	

C O M P L A I N T
COUNT ONE:

Plaintiff claims of the Defendant Six Hundred Sixty-six and 66/100 Dollars (\$666.66) for the rent of the following described premises and property situated in Baldwin County, Alabama, to-wit:

Lots 62 and 63, Block 2, Unit 2, and Lot 33, Block 3, Unit 2, in Gulf Shores, Alabama, according to the plat thereof recorded in the office of the Judge of Probate of Baldwin County, Alabama, which said premises is known as "Cawthon Cottages".
Also all furniture, fixtures and equipment in the said cottages or on the premises used in connection therewith.

Demised by the Plaintiff to the Defendant on the 31st day of March, 1954, and ending on the 31st day of March, 1956, and Plaintiff avers that by the terms of said lease the annual rental of the said property was Two Thousand Dollars (\$2000.00), which was payable on March 31, 1954, July 15, 1954, and a final installment of the said rent on August 15, 1954. Plaintiff further avers that in and by

the terms of the said lease and agreement that it was to expire on March 31, 1955, at midnight unless the Defendant gave notice to the Plaintiff of her desire to renew said lease for an additional period of one year, which notice Plaintiff avers that the Defendant gave and Plaintiff further avers that the Defendant made the payments under the said lease and agreement for March and July, 1955, but failed and refused to make the payment due August 15, 1955, hence this suit.

(=) Michael J. Selman

John R. [Signature]
Attorneys for Plaintiff

SUMMONS AND COMPLAINT

No. 2896

MRS. A. W. CAWTHON,

Plaintiff,

VS.

FRANCES G. MALLORY,

Defendant.

Received 4 day of April 1956
and on 6 day of April 1956
served a copy of the within L & C
on Frances G. Mallory
By service on _____

TAYLOR WILKINS, Sheriff

By Chadless D. S.

72 mi

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY Chadless
DEPUTY SHERIFF

RECORDED

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED

APR 4 1956

ALICE J. BUCK, Clerk

JAMES R. OWEN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

CECIL G. CHASON

ATTORNEY AT LAW
FOLEY, ALABAMA

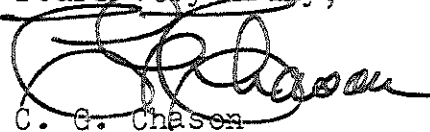
4 May, 1956

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith are demurrers in the case
of Cawthon vs Mallory.

Yours very truly,



C. G. Chason

CGC:dc

Encl. 3

MRS. A. W. CAWTHON,

Plaintiff,

-vs-

FRANCES G. MALLORY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

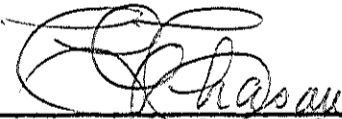
AT LAW

Case No. 2896

ANSWER

Comes the Defendant in the above styled cause and for answer to the Complaint sayeth:-

1. That the allegations of the Complaint are untrue.
2. That she has paid the demand for the recovery of which this suit was brought before the action was commenced.
3. That the property was leased and rented by the Defendant from the Plaintiff for the sum of One Hundred and Sixty-six Dollars and sixty-six cents (\$166.66) per month, and that she had paid her rental through and including the month of December, 1955, but that she was ordered by the Plaintiff, acting by and through her attorney, to vacate the property, and failing this, she would be evicted. Thereupon, Defendant, forfeiting her prior payment of rental, yielded up and surrendered the property to the Plaintiff, hence Plaintiff ought not to recover.



Attorney for Defendant

FILED

MAR 12 1957

ALICE J. BUCK, Clerk

MRS. A. W. CAWTHON,
Plaintiff,
Vs.
FRANCES G. MALLORY,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 2896

Comes the Defendant in the above styled cause and demurs to the Bill of Complaint heretofore filed therein, and as grounds for demurrer shows separately and severally the following:

1. That the Complaint is vague and indefinite.
2. That the Complaint does not state a cause of action.
3. That the Complaint refers to lease and agreement, but does not set out the terms and conditions thereof.
4. That the Complaint refers to a lease and agreement, but does not allege whether said lease and agreement was oral or written.
5. Said Complaint shows an annual rental, but does not allege the amount due on each specified date.
6. Said Complaint does not allege the amount of rental to be charged and paid, nor the dates on which payment should be made in the event of renewal.


Attorney for Defendant

Defendant demands trial by Jury

MRS. A. W. CATHON,
Plaintiff,
Vs.
FRANCES G. MALLORY,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 2896

Comes the Defendant in the above styled cause and demurs
to the Bill of Complaint heretofore filed therein, and as grounds
for demurrer shows separately and severally the following:

1. That the Complaint is vague and indefinite.
2. That the Complaint does not state a cause of action.
3. That the Complaint refers to lease and agreement, but
does not set out the terms and conditions thereof.
4. That the Complaint refers to a lease and agreement,
but does not allege whether said lease and agreement was oral
or written.

5. Said Complaint shows an annual rental, but does not
allege the amount due on each specified date.

6. Said Complaint does not allege the amount of rental
to be charged and paid, nor the dates on which payment should
be made in the event of renewal.


Attorney for Defendant

Defendant demands trial by Jury

MRS. A. W. CAWTHON,
Plaintiff,

VS.

FRANCES G. MALLORY,
Defendant.

and

FARMERS & MERCHANTS BANK
OF FOLEY, a Corporation,
Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2896

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 Mrs. A. W. Cawthon at the March Term, 1957, of the Circuit Court of Baldwin County, Alabama, recovered a judgment against Frances G. Mallory for the sum of Six Hundred Sixty-six and 66/100 Dollars (\$666.66) and the further sum of Thirty-four and 20/100 Dollars (\$34.20) costs of suit, and that he believes that the process of garnishment is necessary to obtain satisfaction of said judgment and that Farmers & Merchants Bank of Foley, 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, or is believed to be indebted to the Defendant, or to be liable to her on the 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 Farmers & Merchants Bank of Foley, a Corporation, to be and appear at the next term of the Circuit Court of Baldwin County, Alabama, 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 said Defendant and whether it is indebted to said