

MRS. C. E. BOYE
Plaintiff

-VS-

J. T. SHIVERS
Defendant

3379
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

AMENDED BILL OF COMPLAINT

Comes the Plaintiff in the above style cause and amends her bill of complaint to read as follows:

COUNT ONE:


The Plaintiff claims of the Defendant the sum of FOUR HUNDRED AND FIFTY (\$450.00) DOLLARS, for the rent of a dwelling house, described as; One furnished house, located on the North side of Morphy Avenue, between Bay View Street and Freedom Street, house number 55, Fairhope, Alabama.

Demised by the Plaintiff to the Defendant under a written agreement executed on the 1st day of April, 1957, and ending on the 31st day of March, 1958, and the Plaintiff avers that by the terms of said lease the sum of Six Hundred (\$600.00) Dollars, was payable as consideration of such lease and said sum was to be paid in twelve monthly installments of Fifty (\$50.00) Dollars each, which said payments were due and payable, respectively, on the 1st day of April, 1957, and on the 1st day of each month thereafter and Plaintiff avers that the Defendant has paid One Hundred and Fifty (\$150.00) Dollars under said lease and Plaintiff further avers that in accordance with the terms of said lease that if the Defendant should default in payment of rent then the Plaintiff may reenter and take complete possession of the premises, but the Defendant shall be liable for all loss or damages resulting from such default, reentry by the Plaintiff shall not relieve the Defendant from his obligations to make monthly rental payments as prescribed in the said lease and Plaintiff further avers that the Defendant has failed and refused upon demand to make the monthly payments due for the month of July, 1957 and

each month thereafter even though Plaintiff has at all times complied with her part of the provisions of said lease and Plaintiff further avers that according to the terms of said lease the Defendant waived all rights of exemptions under the Constitution and Laws of the State of Alabama as to personal property and of this waiver the Plaintiff claims the benefit.

COUNT TWO:

Plaintiff further claims of the Defendant the sum of One Hundred and Twenty Five (\$125.00) DOLLARS, as Attorney's fees due and payable by the terms of the lease and the Plaintiff avers that by the terms of said lease the Defendant agreed to pay reasonable Attorney's fee as part of the expenses of collection of the amount due under said lease and Plaintiff avers that One Hundred Twenty Five (\$125.00) Dollars is a reasonable Attorney's fee.


Attorney for Plaintiff

MRS. C. E. BOYE
Plaintiff

-VS- RECORDED

J. T. SHIVERS
Defendant

AMENDED BILL OF COMPLAINT

Received 26 day of Nov 1957
and on 29th day of Nov 1957
served a copy of the within Amended Complaint
on J. T. Shivers

By Jay B. Wisking
O mi

Served on J. T. Shivers
By copy in presence

FILED

NOV 26 1957

ALICE J. DUCK, Clerk

FROM THE LAW OFFICES OF
JOHN V. DUCK
FAIRHOPE, ALABAMA

MRS. C. E. BOYE

PLAINTIFF

VS

J. T. SHIVER

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

Comes the Defendant in the above styled cause and for demurrer to each count of said complaint and to each and every phase of each count of said complaint demurs as follows:

1.

That said complaint does not state a cause of action.

2.

That said complaint fails to allege whether the lease set forth in count one of said complaint was oral or was in writing.

3.

That said complaint fails to allege the sum of money now due and unpaid.

4.

That for aught alleged in said complaint count one fails to allege the terms of said lease.

5.

That for aught alleged in said complaint, said allegations are conclusions of the pleader.

6.

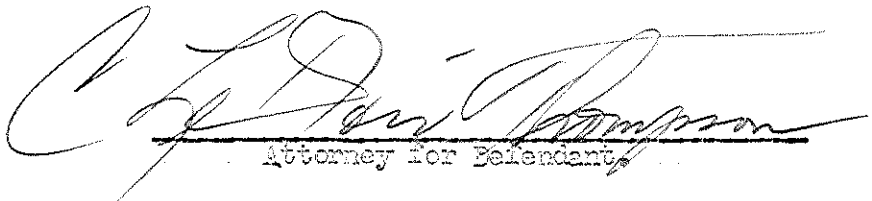
That for aught alleged in said complaint there are no allegations that the said Defendant executed a written lease.

7.

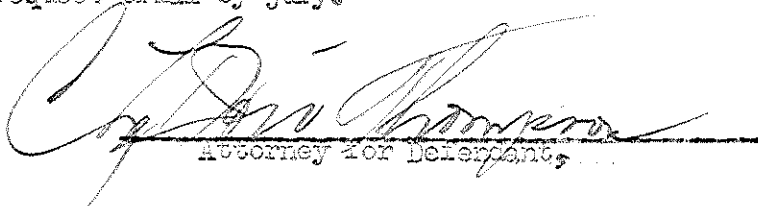
That for aught alleged in said complaint Defendant was under no obligation to pay the sum set forth in count one of said complaint.

8.

That for aught alleged in said complaint Defendant is under no obligation to pay the sum of money set forth in count two of said complaint.


Attorney for Defendant.

Defendant respectfully request trial by jury.


Attorney for Defendant.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons; J. T. SHIVER, to appear within 30 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. C. E. Boye.

WITNESS my hand this 1 day of Nov, 1957.

Archie J. Russell
Clerk

Address of Defendant- La Valley's Service Station on highway 31.

MRS. C. E. BOYE

Plaintiff

-VS-

J. T. SHIVER

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

C O M P L A I N T

COUNT ONE:

Plaintiff claims of the Defendant the sum of FOUR HUNDRED AND FIFTY (\$450.00)DOLLARS, for the rent of a dwelling house, described as;


One furnished house, located on the North side of Morphy Avenue, between Bay View Street and Freedom Street, house no. 55, Fairhope, Alabama.

Demised by the Plaintiff to the Defendant on the first day of April, 1957, and ending on the thirty first day of March, 1958, and the Plaintiff avers that by the terms of said lease the sum of FOUR HUNDRED AND FIFTY (\$450.00)DOLLARS was payable as consideration of such lease and said sum was to be payable in twelve monthly payments of Fifty (\$50.00)Dollars each , which said payments were due and payable, respectfully, on the first day of April, 1957, and on the first day of each month thereafter and Plaintiff avers that the Defendant has paid ONE HUNDRED AND FIFTY(\$150.00)DOLLARS under said lease and Plaintiff further avers that in accordance with the terms of said lease that if the Defendant should default in payment of rent then the Plaintiff may reenter and take complete possession of the premises but the Defendant shall be liable for all loss or damages resulting from such default, reentry by the Plaintiff shall not releive the Defendant from his obligations to make monthly rental payments as precribed in said lease and Plaintiff further avers that the Defendant has failed and refused upon demand to make the monthly payments due for the month of

July, 1957, and each month thereafter even though Plaintiff has at all times complied with her part of the provisions of said lease and Plaintiff further avers that according to the terms of said lease the Defendant waived all rights of exemptions under the Constitution and Laws of the State of Alabama as to personal property and of this waiver the Plaintiff claiming the benefit.

COUNT TWO:

Plaintiff further avers of the Defendant the sum of ONE HUNDRED AND TWENTY FIVE (\$125.00) DOLLARS, attorney's fee due and payable by the terms of the lease and Plaintiff further avers that by the terms of said lease the Defendant agreed to pay a reasonable attorney's fee as part of the expenses of collection of the amount due under said lease and Plaintiff avers that ONE HUNDRED TWENTY FIVE (\$125.00) DOLLARS is a reasonable attorney's fee.


Attorney for Plaintiff