

J. T. BRADFORD,

Plaintiff,

-vs-

MRS. ELOISE S. NELSON, as
Administratrix of the Estate
of J. Morgan Nelson, Deceased,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant and files this her additional Demurrer to the Amended Complaint in this cause, and assigns as grounds therefor:-

1st. That said Complaint states no cause of action.

2nd. For aught appearing J. Morgan Nelson, Defendant's Intestate, was in possession of and had the fee title to the property involved at the time the Plaintiff alleges that he acquired his right to the same.

3rd. That if there was a breach of the covenants contained in the contract; that is, that the said J. Morgan Nelson was seized in fee of said lands, was in quiet and peaceable possession of the same; that he had a perfect right to sell said timber, and that said premises were free from all encumbrances, then said covenant was breached on the date that the same was entered into.

4th. And there is no averment that said claim for damages was filed within twelve months from the date of the administration of said Estate.

5th. From aught appearing the said Frank B. Nelson was not the owner, nor did he have encumbrances upon said property, nor was he in the possession of the same at the time that the said J. Morgan Nelson sold and conveyed said property to the Plaintiff.

Lybent Ward Nelson
Attorneys for Defendant.

E. G. RICKARBY, JR.
ATTORNEY AT LAW
POPPE BUILDING
MOBILE, ALABAMA
Fairhope

June 24, 1958

Hon F. W. Hare
Judge of Circuit Court
Monroeville, Alabama

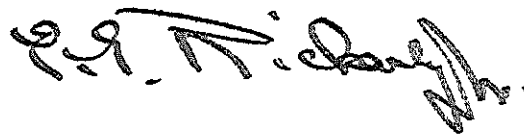
Dear Judge:

In Re BRADFORD VS. NELSON, Submitted to you on motion for judgment by default: In this matter Mr. Duck in reply to my request for information as to whether a ruling had been made, suggested that I mail you the amount of the judgment in this cause. I had neglected to do this due to the fact that the claim was an unliquidated claim and the proof shows \$150.00 actual damages as the reasonable value of the timber which we had purchased but which was not delivered, and solely speculative damages for failure to have the timber delivered. For that reason I did not figure up the amount of the judgment which I wished you to render; but for your convenience might state that the claim originated in 1929 and that the interest on the \$150.00 since that date is \$84.00, bringing the total of actual damages and interest to \$234.00.

I feel that it would be presumptuous in me to figure up what damages should be allowed for the Plaintiff's loss of time and profit caused by this transaction, other than call your attention to the fact that the suit was filed for the sum of \$197.00.

Thanking you for your careful consideration in this matter, I am,

Yours respectfully,



EGR:DP
1067

J. T. BRADFORD,
Plaintiff,

vs.

ELOISE S. NELSON,
as
Administratrix Estate
of Jane Morgan Nelson
Decedent,
Defendant.

NO. 9412

L A W

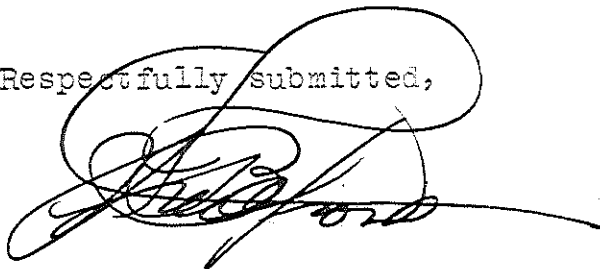
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

MOTION FOR JUDGMENT

Comes the Plaintiff in the above styled cause and shows to the Court that she has filed an amended complaint of which the Defendant has had over thirty days notice, and that she has neither pleaded, answered or demurred thereto. *after said demurrers were overruled.*

Wherefore Plaintiff moves the court to enter judgment by default in favor of the Plaintiff and against the Defendant and assess the damages as proved by the attached affidavit.

Respectfully submitted,



*J. T. Bradford
Atty for Pl.*

STATE OF ALABAMA

COUNTY OF BALDWIN

BEFORE me, the undersigned notary public, personally appeared J. T. BRADFORD, who being duly sworn deposes as follows, to-wit:

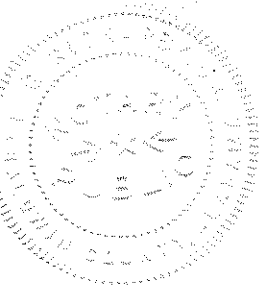
I am the Plaintiff in this cause and on the 16th day of October, 1929, the Defendant intestate entered into an agreement evidenced by bill of sale hereto attached and marked "Exhibit A". About October, 1930, I went to cut the timber off of the North-East Quarter of the South-West Quarter of Section Fourteen, Township Seven South of Range Two East, and was stopped from cutting said timber by Mrs. Eloise Nelson, the present Administratrix, and she informed me that this property belonged to Frank Nelson as Morgan had turned the deed of the property back to him. At the time I was stopped from cutting this timber the said J. M. Nelson was dead and Mrs. Eloise S. Nelson, who stopped me, was the Administratrix of the estate.

At that time the timber was worth One Hundred and Fifty Dollars and I had paid for said timber by giving the deed for thirty acres of land. I know the value of timber because I am a sawmill man, and buy and sell timber in my business. At that time One Hundred and Fifty Dollars was a reasonable value for that timber; and I was materially damaged by having bought this timber and had prepared to cut it, but was deprived from cutting it when I got ready to do so. My plans were seriously disarranged and I lost the profit that I would have otherwise made, and for which I am making no claims.



Subscribed and sworn to before me this the 1 day of June, 1932.


Notary Public, Baldwin County,
Alabama.



deposited by J. M. Nelson

(Exhibit A)

BILL OF SALE

THE STATE OF ALABAMA
COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, That, for and in consideration of the sum of 30 acres of land to the undersigned in hand paid by J. T. Bradford, the receipt whereof is hereby acknowledged, I, the undersigned, J. M. Nelson do grant, bargain, sell and convey unto the said J. T. Bradford all the pine timber on the real property situate in BALDWIN COUNTY, ALABAMA, described as follows:

SE 1/4 of SE 1/4 of Sec 2 - Township 7 - R 2 E.
WC 1/2 of SE 1/4 of Sec 2 - Township 7 - R 2 E.
NE 1/4 of SW 1/4 of Sec 14 - Township 7 - R 2 E. (To be released from Turpentine when severed by J. T. Bradford)

The said J. T. Bradford is to have until Jan 1 1931 to remove said timber.

I hereby declare that I am seized in fee of the above described premises, and that I am quiet and peaceable possession of the same; that I have a perfect right to sell and convey the said timber, that the said premises are free from all encumbrances.

WITNESS my hand and seal this 16 day of October, 1929

J. M. Nelson

Witness:

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public in and for said County

and State, do hereby certify that _____ whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he executed the same voluntarily on the day same bears date.

WITNESS my hand this _____ day of _____, 19

Notary Public.

J. T. Brundland,

Plaintiff

vs.

Mrs. Elsie Nelson,

Defendant

Dependent

Indication for

Indigence

Filed June 1, 1935
R.S. Quirk, Clerk

CERTIFICATE OF JUDGMENT

The State of Alabama, {
Baldwin County

Circuit Court, August Term, 19 38

J. T. BRADFORD,

PLAINTIFF.

Vs.

MRS. ELOISE S. NELSON, as Adm. Est. of

J. Morgan Nelson, deceased,

DEFENDANT.

I, R. S. DUCK, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 15th day of August 19 38,

a Judgment was rendered by said Court in the above stated cause, wherein

J. T. BRADFORD,

was Plaintiff and MRS. ELOISE S. NELSON, as Adm. Est. of J.

Morgan Nelson, deceased was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

ONE HUNDRED & FIFTY (\$150.00) DOLLARS.

and for the sum of NINETEEN & 50/100 (\$19.50) DOLLARS,

the costs in said suit and that ELLIOT G. RICKARBY, JR.,

is
are the Attorneys of record for the Plaintiff
in said cause.

Witness my hand this 25th day of August 19 38

Clerk, Circuit Court, Baldwin County, Alabama.

CERTIFICATE OF JUDGMENT

J. T. BRADFORD,

, Plaintiff

Vs.

MRS. ELOISE S. NELSON, as

Adm. Est. J. Morgan, Defendant
Nelson, deceased.

STATE OF ALABAMA
COUNTY OF BALDWIN

IN CIRCUIT COURT
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Mrs. ELOISE S. NELSON, Administratrix of the ESTATE OF J. MORGAN NELSON, Deceased, to appear within thirty (30) 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 J. T. Bradford.

Witness my hand this 21st day of April, 1931.

Address of Defendant:
BARNWELL, ALA.

J. W. Piccuma
Clerk of Circuit Court.

J. T. BRADFORD, Plaintiff,

vs.

C O M P L A I N T

Mrs. ELOISE S. NELSON, as Adminis-
tratrix of the ESTATE OF J. MORGAN
Nelson, Deceased, - - - Defendant.

1.

The

Plaintiff claims of the Defendant the sum of One Hundred Ninety Seven Dollars (\$197.00) as damages for the breach of a certain contract, entered into between the Plaintiff and the said J. Morgan Nelson during his lifetime on, to-wit: October 16th, 1929, whereby the said Nelson sold and granted unto this Plaintiff, for a valuable consideration of which the receipt was acknowledged, all of the pine timber growing and standing on a certain tract of land in Baldwin county, Alabama, viz.- the northeast quarter of the southwest quarter of section Fourteen, in township Seven south, of range Two east; and the Plaintiff alleges that the said contract was broken on the part of the Defendant in this, that the said Defendant wholly failed, neglected and refused, during and within the time limited in the said contract, to deliver to Plaintiff the quiet and peaceable possession of the said land, for the purpose of allowing him to cut and remove the pine timber growing thereon, and that, by reason of such default on the part of the Defendant, the Plaintiff was injured and damaged in the sum of One Hundred Ninety Seven Dollars, as aforesaid.

The Plaintiff alleges, further, that at some time prior to the commencement of this action and on, to-wit: February 29th, 1931, the Plaintiff gave notice in writing to the Defendant of his claim for damages as set forth in the preceding paragraph, and that said claim was made under the oath of the Plaintiff and was received and acknowledged by the Defendant prior to the date of the commencement of this action, and that said claim was not paid but is still justly due and owing from the Defendant to the Plaintiff.

Wherefore, Plaintiff brings this suit and demands judgment against the Defendant in the sum of One Hundred Ninety Seven Dollars (\$197.00), together with all the costs of court.

Dated at Fairhope, Ala., this 20th day of April, 1931.

James P. Potter
Attorney for Plaintiff.

Original

RECORDED

STATE OF ALABAMA
COUNTY OF BALDWIN

IN CIRCUIT COURT

AT LAW

J. T. BRADFORD, Plaintiff,

vs.

Mrs. ELOISE S. NELSON, as
Administratrix of the ESTATE
of J. MORGAN NELSON, Deceased,
Defendant.

C O M P L A I N T

with Summons

Filed on this 21st day of
April, 1931.

T. P. Totten

Clerk of Circuit Court.

Edward P. Totten,
Attorney for Plaintiff.
Fairhope, Ala.

*Executed this the
4th day of May 1931
by Survey Copy
Within Complaint with
Summons on
Mrs Eloise S. Nelson
as Administratrix of
the estate of
J. Morgan Nelson.
deceased
W. R. Stuart
Sheriff
by Applicant
D.S.*

[Signature]

J. T. BRADFORD,
Plaintiff

No. 9412

vs

L A W

ELOISE S. NELSON,
Administratrix estate of Jane
Morgan Nelson, Decedent,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Defendant.

ADDITIONAL COUNTS TO COMPLAINT

THREE: The Plaintiff claims of the Defendant One Hundred and Ninety-seven Dollars damages for deceit in the sale of the pine timber growing upon to-wit: The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, T 7 S R 4 E in Baldwin County, Alabama, which said timber Defendant's intestate represented to Plaintiff that he owned and had a right to convey but which representation said decedent knew at the time of the sale to-wit, October 16th, 1929, to be untrue.

FOUR: The Plaintiff claims of the Defendant One Hundred and Ninety-seven Dollars damages for that on to-wit, the 16th day of October, 1929, J. Morgan Nelson Defendant's intestate for the purpose of inducing Plaintiff to buy the pine timber on the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, T 7 S R 2 E in Baldwin County, represented to Plaintiff that he had title to said timber and the right to sell same and relying on said representation Plaintiff in payment for said timber deeded to said J. Morgan Nelson thirty acres of land owned by him, namely; The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, T 7 S R 4 E in Baldwin County, Alabama, which Defendant's intestate warranted that he owned and had a right to sell and which warranty was untrue in that decedent had no title to said timber nor the right to sell same and Plaintiff though having paid for said timber in full was because of decedent's want of title unable to cut same.

Elliot B. Pincus
Attorney for Plaintiff.

RECORDED
Deck

J. T. BRADFORD,
Plaintiff,
versus
ELIOSE-M. NELSON et al.
Defendants.

ADDITIONAL COURTS.

25 - day August 1921
Robert J. Odell
Clerk-Register

ELLIOTT G. RICKABY,
Atty for Plaintiff.

E. G. RICKARBY, JR.
ATTORNEY AT LAW
~~MOBILE~~ ALABAMA
Fairhope



Hon. F. W. Hare

Judge Circuit Court

Monroeville, Alabama

J. T. BRADFORD,
Plaintiff,

vs.

MRS. ELOISE S. NELSON,
as Adm.,
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 9412.

We hereby withdraw our appearance for
Plaintiff in the above styled Cause.

Dated this 20th day of Oct. 1937

Hyatt & Mason

9472
RECORDED

Duch
8-148

J. T. BRADFORD,
Plaintiff,

vs.

ELOISE S. NELSON, as Adm.,
Defendant.

WITHDRAWAL OF ATTORNEY FOR
PLAINTIFF'S APPEARANCE.

Filed this 20th day of
October, 1937.

R. S. Duch
Clerk.

Circuit Court, Baldwin County

VS.

PLAINTIFF

DEFENDANT

BILL OF COST

CLERK'S FEES

Dollars Cts.

Issuing Summons and Complaint	\$1 25
Copies of same, when over 200 words, 15c per 100	30
Issuing Alias Summons and Complaint	1 25
Entering Sheriff's Return on Summons and Complaint	20
Docketing Cause 25c. Ent. Appearance, 20c	45
Subpoena for Witness	30
Making Certificate of Judgment	50
Filing	10
Trial and Incidents	75
Entering Judgment, or copy of same	30
Order for Continuance	10
Issuing Execution	50
Docketing Execution	25
Issuing copy of same	50
Entering Sheriff's Return on Execution, 15c per hundred words	20
Final Record, 15c per hundred words	
Order for Alias Summons and Complaint	30
Order to Dismiss Cause	30
Order to Set Aside Dismissal	30
Order Overruling Motion to Set Aside Dismissal	75
Order Granting New Trial	30
Order Overruling Motion for New Trial	30
Order Overruling Motion for Continuance	30
Order Overruling Motion to Set Aside Default	30
Order for Notice to Non-Resident Defendant	30
Issuing Notice for Publication and Copy 20c per hundred words	
Order to Give Security for Costs	30
Order to Give Additional Bond	30
Order to Execute Writ of Inquiry	30
Order of Sale in Attachment	30
Order for Leave to Amend Complaint	30
Order for Leave to Amend Pleas	30
Order for Leave to Amend Writ of Process	30
Order for Attachment for Witness	30
Filing Deposition	10
Issuing Commission to Take Deposition	75
Issuing copy of same, per hundred words	15
Issuing Copy of Interrogatories, 15c per hundred words, but not less than	50
Endorsing each Pet. Deposition Opened	10
Taking Bond in Garnishment on Summons	75
Summons to Garnishee	50
Copies of same, 20c per hundred words	
Notice to Defendant in Garnishee on Summons, and copy, per hundred words	20
Swearing Garnishee and Recording Answer, 15c per hundred words, but not less than	50
Filing Attachment	10
Issuing Attachment Writ and Taking Bond	1 00
Issuing Copies of Attachment Writ, 15c per hundred words	
Filing Certiorari and Entering Return	15
Taking Certiorari Bond and Filing Same	75
Issuing Writ of Certiorari	75
Issuing copies of same, 15c per 100 words	
Issuing Writ of Scieri Facias, or Notice in Nature of	75
Issuing copies of same, 15c per 100 words	
Taking Supersedeas Bond and Filing same	75
Taking Appeal Bond and Filing same	75

TOTAL FORWARDED

AMOUNT BROUGHT FORWARD

S Cts.

Transcript to Supreme Court, 15c per hundred words	
Copies, 5c per hundred words	
Citation to Appellee in Appeal, 20c per hundred words	
Certificate with Seal, 50c. Without Seal	25
Witness Certificate	25
Taking Bond Not Above Mentioned	75
Entering Order of Court not above named	30
Administering Oath	25
Taking Bond for Costs of Non-Resident Plaintiff	75
Copy of any paper not above named, 15c per hundred words	
Filing Writ of Prohibition and Entering Return	15
Issuing Writ of Prohibition	75
Issuing copies of same, 15c per 100 words	
Filing Mandamus and Entering Return	15
Issuing Writ of Mandamus	75
Issuing copies of same, 15c per 100 words	
Total Clerk's Fees	
SHERIFF'S FEES	
Serving and Returning Summons	\$1 50
Serving and Returning Subpoenas	65
Collecting Execution for Costs	1 50
Serving and Returning Sci. Fa. Notice, etc.	65
Executing Writ of Possession	2 50
Levying Attachment	3 00
Entering and Returning Attachment	25
Entering and Returning Execution	25
Summoning and Returning Garnishee	1 50
Taking and Approving Garnishee Bond	75
Serving and Returning Writs	1 50
Serving and Returning Summons on Forcible Entry	1 00
Executing Writ of Restitution in such cases	2 00
Taking and Approving Bonds of Every Kind	1 00
Taking and Approving Claim Bond	1 00
Taking and Approving Forthcoming Bond	1 00
Taking and Approving Bail Bond	1 00
Taking and Approving Plaintiff's Detinue Bond	1 00
Taking and Approving Defendant's Detinue Bond	1 00
Making Deed	2 50
Serving Attachment for Contempt of Court	1 50
Collecting Money on Execution	
Empanelling Jury	75
Sheriff's Commission for Property Sold under Attachment	
Seizing Personal Property on Writ of Detinue	3 00
Total Sheriff's Fees	
RECAPITULATION	
Judgment	
Interest	
Clerk's Fees	
Sheriff's Fees	
Justice's Fees	
Constable's Fees	
Witnesses' Fees	
Commissioners' Fees	
Printer's Fees	
Stenographer's Fees	5 00
Answer of Garnishee	
Trial Tax	3 00
Total	\$ 19 50

Received payment this _____ day of _____ 193 _____

ATTEST

Clerk Circuit Court, Baldwin County, Ala.

J. T. BRADFORD,

Plaintiff.

-vs-

MRS. ELOISE S. NELSON, as
Administratrix of the Es-
tate of J. Morgan Nelson,
Deceased,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant and files this Demurrer to the Amended Complaint as last amended, and assigns as grounds therefor:

FIRST:

That said Amended Complaint states no cause of action.

SECOND:

That it is not averred that the title to the timber mentioned therein, together with a right of way to cut and haul the same, was not in J. Morgan Nelson at the time of the alleged conveyance to the Plaintiff.

THIRD:

It is not alleged that the said J. Morgan Nelson did not own the timber at the time of the alleged conveyance to the Plaintiff.

FOURTH:

It is not alleged that Defendant has refused to pay the demand of the Plaintiff.

FIFTH:

For aught appearing the Defendant has several months yet as Administratrix of said estate to recognize and pay the Plaintiff's demands.

SIXTH:

From the allegations contained in said Complaint it is clearly shown that said suit has been prematurely brought.

Hyatt, Hous & Chase
Attorneys for Defendant.

J. T. BRADFORD,

Plaintiff,

-vs-

MRS. ELOISE S. NELSON,
As Administratrix of the
Estate of J. Morgan Nel-
son, Deceased,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

DEMURRERS BY DEFENDANT TO ORIGINAL COMPLAINT.

Comes the Defendant, Mrs. Eloise S. Nelson, as Adminis-
tratrix of the Estate of J. Morgan Nelson, Deceased, and demurs
to the Original Complaint in this cause filed, and as grounds of
Demurrer assigns, separately and severally, the following:

FIRST.

For that said Complaint does not state a cause of action.

SECOND.

For that said Complaint is vague and indefinite and the
allegations therein made are not sufficient to apprise the Defend-
ant of what she is called upon to answer.

THIRD.

For that said Complaint does not show that the Plaintiff
endeavored at any time to cut and remove the pine timber growing on
the land referred to in said Complaint.

FOURTH.

That the allegation of said Complaint that "By reason of
such default on the part of the Defendant the Plaintiff was injured
and damaged in the sum of One Hundred Ninety Seven Dollars" is a
conclusion of the pleader.

FIFTH.

For that said Complaint does not state the period of time
in which the Plaintiff would be allowed to cut and remove the tim-
ber under the Contract referred to.

SIXTH.

For that said Complaint does not state when the Defendant

-page two-

must deliver to the Plaintiff the quiet and peaceable possession of the lands referred to in said Complaint for the purpose of allowing Plaintiff to cut and remove the pine timber growing thereon.

SEVENTH.

For aught that appears there was no time set at which the Plaintiff should be allowed to begin cutting the timber referred to.

EIGHTH.

That the Complaint does not state wherein the Plaintiff was damaged in the sum of One Hundred Ninety-seven Dollars.

HYBART, HEARD & CHASON,

By *[Signature]*
Attorneys for Defendant.

Defendant demands a trial
of this cause by a Jury.

HYBART, HEARD & CHASON,

By *[Signature]*
Attorneys for Defendant.

STATE OF ALABAMA
COUNTY OF BALDWIN

IN CIRCUIT COURT
AT LAW

J. T. BRADFORD, Plaintiff.

vs.

MRS. ELOISE S. NELSON, as adminis-
tratrix of the ESTATE OF J. MORGAN
NELSON, deceased, - - - Defendant.

AMENDED COMPLAINT

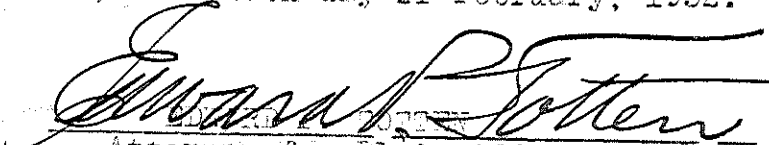
The plaintiff claims of the defendant the sum of One Hundred and Ninety Seven (\$197.00) dollars, as damages for the breach of a certain contract in writing, entered into between the plaintiff and the said J. Morgan Nelson during his lifetime, on to-wit: October 16th, 1929, whereby the said Nelson granted, bargained, sold and conveyed unto plaintiff, for a valuable consideration of which the receipt was acknowledged, all of the pine timber growing and standing on a certain tract of land and real property situated in Baldwin County, Alabama, and described as the Northeast quarter of the Southwest quarter of Section fourteen in Township seven South, Range two East; that by said contract defendant granted unto plaintiff the right to enter upon said land and remove said timber at any time between the date thereon until January 1st, 1931; that by said contract in writing the defendant covenanted with plaintiff that he was siezed in fee of said lands in quiet and peaceful possession of the same, that he had a perfect right to sell said timber and that said premises were free from all encumbrances.

That in the month of November, 1930, being within the time limited in said contract plaintiff attempted to go upon above described lands to cut and remove the growing and standing timber thereon but the plaintiff was prevented from so doing by the owner of said land, Frank B. Nelson, who posted signs of "No Trespassing" on said lands and warned plaintiff against cutting upon same.

That the contract was broken on the part of the defendant and that there was a breach of the warranty contained therein, by reason of failure of title in defendant to said lands and that the said breach of contract by the defendant resulted in the loss to plaintiff of all of the timber growing and standing on said premises and that the plaintiff suffered loss and damage thereby in the sum and amount of One Hundred and Ninety Seven (\$197.00) Dollars; wherefore he brings this suit.

Plaintiff alleges further that prior to the commencement of this action and on-to-wit: February 29, 1931, plaintiff gave notice in writing to defendant as administratrix, of his claim for damages as set forth above and that said claim was made under oath of the plaintiff and so received and acknowledged by defendant prior to the date of the commencement of this action; that said claim was not paid but is still justly due and owing from defendant to plaintiff.

Dated at Fairhope, Alabama, this 29th day of February, 1932.


Attorney for Plaintiff.

THOMAS P. TOTTEN

IN CIRCUIT COURT

AT LAW

BROADFORD

NEALSON

AMENDED COMPLAINT

FILED MARCH 3rd

1932

IN CIRCUIT COURT

AT LAW

CLERK
of Court

WILLIAM NEALSON, Plaintiff,
vs.
J. MORGAN WELSON, as administrator of the estate of J. MORGAN WELSON, deceased.

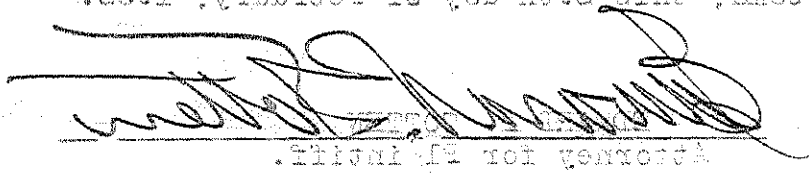
The plaintiff claims of the defendant the sum of One Hundred and Ninety Seven (\$197.00) dollars, as damages for the breach of a certain contract in writing, entered into between the plaintiff and the said J. Morgan Welson during his lifetime, on to-wit: October 15th, 1929, whereby the said Welson granted, bargained, sold and conveyed unto plaintiff, for a valuable consideration of which the receipt was acknowledged, all of the pine timber growing and standing on a certain tract of land and real property situated in Baldwin County, Alabama, and described as the Northwest quarter of the Southwest quarter of Section fourteen in Township seven South, Range two East; that by said contract defendant granted unto plaintiff the right to enter upon said land and remove said timber at any time between the date thereon until January 1st, 1931; that by said contract in writing the defendant covenanted with plaintiff that he was seized in fee of said lands in quiet and peaceful possession of the same, that he had a perfect right to sell said timber and that said premises were free from all encumbrances.

That in the month of November, 1930, being within the time limited in said contract plaintiff attempted to go upon above described lands to cut and remove the growing and standing timber thereon but the plaintiff was prevented from so doing by the owner of said land, Frank B. Welson, who posted signs of "No Trespassing" on said lands and warned plaintiff against cutting upon same.

That the contract was broken on the part of the defendant and that there was a breach of the warranty contained therein, by reason of failure of title in defendant to said lands and that the said breach of contract by the defendant resulted in the loss to plaintiff of all of the timber growing and standing on said premises and that the plaintiff suffered loss and damage thereby in the sum and amount of One Hundred and Ninety Seven (\$197.00) Dollars; wherefore he brings this suit.

Plaintiff alleges further that prior to the commencement of this action and on to-wit: February 29, 1931, plaintiff gave notice in writing to defendant, as administrator of his claim for damages as set forth above and that said claim was made under oath of the plaintiff and so received and acknowledged by defendant prior to the date of the commencement of this action; that said claim was not paid but is still justly due and owing from defendant to plaintiff.

Dated at Tallapoosa, Alabama, this 29th day of February, 1932.


Attorney for Plaintiff.

The State of Alabama, BALDWIN County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon Mrs. Eloise S. Nelson, as administratrix of the Estate of J. Morgan Nelson, deceased

to appear in the Circuit Court of Baldwin County, Alabama, at the place
of holding the same and plead, answer, or demur, within thirty days from service hereof to the/complaint of
J.T. Bradford amended

Witness this 4th day of March, 1932

J. M. Richards, Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD, ANSWER OR DEMUR WITHIN THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT.

COMPLAINT

VS.

Plaintiff

Defendant.

And the Plaintiff.....claim..... of the Defendant.

..Dollars, due

No. *12*
The State of Alabama
BALDWIN *9412* County

CIRCUIT COURT

J. T. BRADFORD
Plaintiff

vs.

Mrs. Eloise S. Nelson, as
administratrix of the Es-
tate of J. Morgan Nelson,
deceased, Defendant

AMENDED
Summons and Complaint

Filed this *3rd* day of

March 19 *32*

D. M. P. Totten
Clerk.

Edward P. Totten
Plaintiff's Attorney.

*Rec'd Copy OK
Hyatt, Head
Gleason*

3/14/32

Received this *3d* day
of *Mar*, 19 *32*
W. R. Stuart, Sheriff.

Executed this *4th* day
of *Mar*, 19 *32*, by
leaving a copy of the within Summons and Com-
plaint with

John Chason Atty and
for J. Morgan Nelson Defendant
Atty for Mrs. Eloise Nelson
as Administratrix of the
Estate of J. Morgan Nelson
Deceased
W. R. Stuart
Sheriff

The State of Alabama,
COUNTY

To the Sheriff of.....County:

Whereas, the Plaintiff..... in the within stated
cause ha..... made affidavit and given bond as
required by law, you are hereby required to
take the property mentioned in the complaint
into your possession, unless the Defendant.....
give..... bond payable to the Plaintiff..... with
sufficient surety in double the amount of the
value of the property, with condition that if the
Defendant

cost in the suit,.....
within thirty days thereafter, deliver the property
to the Plaintiff....., and pay all costs and damages
which may accrue from the detention thereof.

....., Clerk.

The State of Alabama,

No. 9412

CIRCUIT COURT

Baldwin County.

August

Term, 1935

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

You ARE HEREBY COMMANDED, That of the goods and chattels, lands and tenements of Mrs. Elaine S. Nelson, Defendant, you cause to be made the sum of One hundred forty and no/100 (\$150.00) DOLLARS, which J. T. Wadsworth, Plaintiff, recovered of Mrs. Elaine S. Nelson on the 15 day of August, 1935, by the Judgment of our Circuit Court held for the County of Baldwin, besides the sum of DOLLARS, costs of suit, and have the same to render to the said R. S. Dorch, and make return of this Writ and the execution thereof, according to law.

Interest from, 19, to, 19.

Witness, my hand this 24 day of January, 1939

R. S. Dorch, Clerk.

CLERK'S FEES			AMOUNT	SHERIFF'S FEES			AMOUNT	
Issuing	Summons and Complaint	R	\$1.25	1.25	Serving and Returning	2 Summons	\$1.50	3.00
Issuing	copies of same	R	.30	.30	Serving and Returning	Writs	1.30	
Issuing	Branch Summons and Complaint	R	1.25	1.25	Serving and Returning	Subpoenas for Wit.	.65	
Issuing	copies of same	R	.30		Levying	Attachment	3.00	
Entering	Sheriff's Return or copy of above	R	.20	.40	Entering and Returning	Attachment	.25	
Docketing Cause		R	.25	.25	Summoning and Returning	Garnishee	1.50	
Entering	Appearances	R	.20	.20	Serving and Returning	Sci. Fas. Notices	1.50	
Filing	Pleas	R	.10	1.00	Impaneling Jury		.75	
	Demurrers	R	.10		Collecting Cost, Execution		1.50	1.50
	Affidavits, Certified		.25		Taking and Approving	Replevin Bonds	1.00	
	Commissions to take Depositions		.75		Claim Bonds		1.00	
	copies of Interrogatories				Garnishment Bonds		.75	
	Notices of Filing Interrogatories		.50		Forthcoming Bonds		1.00	
Filing	Packages of Depositions		.10		Bail Bonds		1.00	
Inclosing	Packages of Depositions		.10		Detinue Bond		1.00	
	Orders in Court		.30		Writ of Possession		5.00	
	Continuances		.10		Making Deed		5.00	
Issuing	Subpoenas for Witnesses		.30		Collecting Money on Execution			
Trial and Incidents		D	.75	.75	Writ of Restitution		2.00	
Entering	Judgment	D	.30	.30	Sheriff's Commissions			
Issuing	Execution	D	.50	.50	Sheriff's Deed			
Entering	Sheriff's Return of Execution	D	.20	.20	Seizing Personal Property in Detinue		3.00	
Issuing	Certiorari		.75		Former Sheriff's Fees			
Filing	Certiorari, etc.		.15		TOTAL SHERIFF'S FEES			4.50
Issuing	Notices		.75		WAIVER	NO WAIVER		
Issuing	copies of same		.50		RECAPITULATION			
Taking	Bonds		.75		Judgment for	plaintiff	for	150.00
Filing	Bonds		.10		Interest from			
Issuing	Attachment Writ and taking Bond		1.00		Damages			
Filing	Attachments		.10		Clerk's Fees	Richardson 3.15		12.90
	Summons of Garnishee		.50		Sheriff's Fees	Dorch 3.00		4.50
Swearing and Ent.	Answer of Garnishee	R-2			Justice of Peace Fees			
Complete Record, 15c per 100 words		D-4	6.00	6.00	Witness Fees in Justice of Peace Court			
Transcript to Supreme Court					Constable's Fees			
Certificate of Appeal to Supreme Court			.75		Commissioner's Fees			
Notices of Appeal			.75		Commissioner's Residence			
Appeal Bond			.75		Printer's Fees			
Certificate of Judgment	D		.50	.50	Garnishee's Fees			
Witness Certificates			.25		Witness Fees in Circuit Court			
					Former Clerk's Fees			
					Trial Tax			3.00
TOTAL CLERK'S FEES			12.90		TOTAL FEES			170.40

The State of Alabama,
Baldwin COUNTY.

CIRCUIT COURT.

J. T. Bradford, ✓
Plaintiff

VS.

Mrs. Eloise S. Nelson, ✓
Defendant

Defendant

CIVIL EXECUTION FOR COSTS
AGAINST DEFENDANT

Judgment for plaintiff for \$ 160.00

Interest from _____, 19____,

to _____, 19____, \$ _____

Damages _____ \$ _____

Costs _____ \$ 20.40

Total _____ \$ 170.40

Civil Fee Book H Page 361

Execution Docket 5 Page 40

Filed Sept. 4th Jan. 24, 1939 1939

B. S. Duck

Clerk

E. A. Richards, Jr.
Plaintiff's Attorney

Defendant's Attorney

COLLECT COSTS FROM
DEFENDANT

The State of Alabama,
_____ COUNTY.

I hereby certify that the within Judgment and costs in
this case are correct, and there was a waiver of exemp-
tion as to personal property under the Constitution and
Laws of Alabama.

This _____ day

of _____, 19____

Clerk.

Received in Office

Jan 24, 1939
W. R. Stuart
Sheriff.

Sheriff's Execution Docket, page 154

Sheriff's Fee Book, page 16

Returned 4/24/39 no
property of the defendant
found in Baldwin
County

W. R. Stuart

Sheriff
(P)

The State of Alabama, }
_____ COUNTY.

By virtue of the within Execution, I have, at
levied _____

_____ o'clock _____ M., this _____

_____ day of _____, 19____

Sheriff.

PLAINTIFF'S WITNESSES

AMOUNT

DEFENDANT'S WITNESSES

TOTAL