

CLAUDE KERSH,

Plaintiff,

VS.

R. O. HENLEY,


Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

Comes the Defendant in the above entitled cause and demands a jury trial of the said cause which was appealed from the Justice Court of C. C. Hand, J. P. Beat 4, Baldwin County, Alabama, of which, notice of appeal was accepted by J. B. Blackburn, as attorney for the said Defendant, on September 14, 1931.


Attorney for Defendant.

CLAUDE KERSH,

Plaintiff,

VS.

R. O. HENLEY,

Defendant.

IN THE JUSTICE COURT OF

C. C. HAND, J. P. BEAT 4,

BALDWIN COUNTY, ALABAMA.

TO MR. CLAUDE KERSH:


You are hereby notified to produce the following described documents and writings at the trial of the above entitled cause on September 3, 1931:

Lease agreement between W. B. Stapleton and T. A. Hollis whereby the said Stapleton leased the quarters known as the Gulf Service Station situated at the Southwest Corner of Hoyle Avenue and Second Street in Bay Minette, Alabama, to the said Hollis.

The assignment of the said lease agreement hereinbefore described from T. A. Hollis to the Gulf Refining Company.

The Authorized Dealer Agency agreement between the Gulf Refining Company and R. O. Henley.

Dated this the 27 day of August, 1931.


Justice of Peace.

Mailed 8/27-31 - 12-25-PM

The State of Alabama, {
BALDWIN COUNTY

JUSTICE COURT

No. Term, 19

To any Lawful Officer of the State of Alabama—Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of Defendant, you cause to be made the sum of Dollars, which Plaintiff, recovered of on the day of 193, by the Judgment of our Justice Court held for the County of Baldwin, Precinct No. besides the sum of Dollars costs of suit, and have the same to render to the said and make return of this Writ and the execution thereof, according to law.

Interest from 193 to date of collection.
Witness my hand, this day of 193
Justice of Peace.

JUSTICES'S FEES		AMOUNT	SHERIFF'S FEES		AMOUNT
For every Summons and Complaint	\$1 25	1 25	For Levying an Attachment	\$1.50	1 50
Each copy thereof	30	30	Entering and Returning Attachment	25	
Entering a Sheriff's Return	20	20	Summoning Garnishee	1.30	
Docketing	25	25	Serving Summons on Writ	1.30	
Entering Appearance	20		Serving Notice Sci. Fa. Notice, etc.	65	
Filings	10	90	Serving Subpoenas	65	
Every order made in Court	30		Empanelling Jury	75	
Copy thereof	25		Entering and Returning Execution	25	
Every trial with or without Jury	75	75	Collecting Cost Executions	1.50	
Ent. up Judgment or copy thereof	30		Executing a Writ of Possession	2.50	
Issuing Execution	50		Taking and Approving Bonds	75	
Docketing Execution	25		Commissions		
Entering Return on Execution	20		and return		
Issuing Subpoenas	30	1 00	Witness Fees		
Administering Oath	25				
Issuing each attachment & taking bond	1.00				
Filing Attachment	10				
Each Summons for Garnishee	50				
Taking Answer to Garnishee	50				
Commissions to take Depositions or Copy	75	1 30			
Order to Execute Writ of Inquiry	30				
Copy of Interrogatories, 15c per 100 words or	50				
Filing each Deposition and endorsing same	20				
Final Record, per 100 words	15				
Every Certificate requiring Seal	50				
Taking Bond not otherwise provided for	75				
Witness Certificates	25	5 65			
Continuance	10				
Certificate of Judgment	50				

RECAPITULATION

Judgment for	for \$
Interest from	1
Damages	
Clerk's Fees	
Sheriff's Fees	
Justice of Peace Fees	
Witness Fees in Justice of Peace Court	
Constable's Fees	
Commissioner's Fees	
Printer's Fees	
Witness Fee in Circuit Court	
Former Clerk's Fees	
Stenographer's Fee	\$5.00
Trial Tax	3 00

No. _____

THE STATE OF ALABAMA,
Baldwin County.

JUSTICE COURT

Vs.

Plaintiff.

Defendant.

CIVIL EXECUTION

Judgment for for \$

Interest from 19

to 19 \$

Damages \$

Costs \$

Total \$

Civil Fee Book Page

Execution Docket Page

Filed 19

Justice of Peace,

Plaintiff's Attorney.

Defendant's Attorney.

COLLECT COST FROM

THE STATE OF ALABAMA,
Baldwin County.

I hereby certify that the within Judgment
and Costs in this case are correct, and there was
a waiver of exemption as to personal property
under the Constitution and Laws of Alabama

This day of 19

Justice of Peace,

Received in Office

Sheriff,

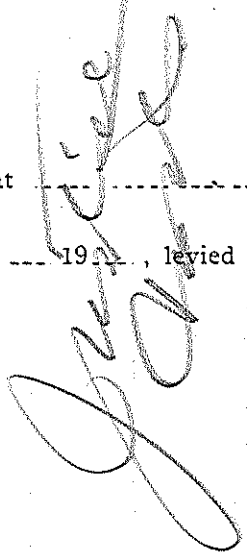
Sheriff's Execution Docket, Page

Sheriff's Fee Book, Page

The State of Alabama, {
Baldwin County

By virtue of the within Execution, I have, at o'clock, M., this

..... day of 19, levied



Sheriff.

STATE OF ALABAMA,

BALDWIN COUNTY.

TO ANY LAWFUL OFFICER OF BALDWIN COUNTY, ALABAMA:

Summon R. O. Henley to appear before me on the 20th day of August, 1931, next, at my office in the Town of Bay Minette to answer the Complaint of Claud Kersh and then and there make a return of this summons.

Issued this 19 day of August, 1931.

C. C. Hand
Justice of the Peace.

COMPLAINT.

CLAUD KERSH,

Plaintiff,

-vs-

R. O. HENLEY,

Defendant.

IN THE JUSTICE COURT

C. C. HAND

PRECINCT NO. 4

BAY MINETTE, ALABAMA.

The Plaintiff sues to recover possession of the following described tract of land:

East half (E $\frac{1}{2}$) Lot One (1) Block Two (2) of the
Hand Land Company's Addition to the Town of Bay
Minette, Alabama,

of which he was in possession, and upon which pending such possession and before the commencement of this suit the Defendant lawfully entered on demise of the Plaintiff as a tenant at will, and which now the Defendant, after the termination of his possessory interest and after the Plaintiff's demand in writing therefor, unlawfully detains, together with \$ 25⁰⁰ Dollars for the detention thereof.

Hyland Heard & Cherry
Attorneys for Plaintiff.

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That Claud Kersh, as Principal, and the undersigned as Sureties, are firmly bound unto R. O. Henley in the penal sum of ~~\$250~~ 50⁰⁰ Dollars, for the payment of which we, jointly and severally, bind ourselves and each of our heirs, executors, administrators and successors, firmly by these presents.

Sealed with our seals and dated this 11th day of September, 1931.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH; That on the 8th day of September, 1931, C. C. Hand, a Justice of the Peace in and for said County, rendered a Judgment in favor of the said R. O. Henley and against the said Claud Kersh, from which judgment the said Claud Kersh has applied for, and obtained, an appeal to the Fall Term of the Circuit Court of Baldwin County, Alabama.

Now, if the said Claud Kersh shall prosecute said appeal to effect, or if he fails in said appeal shall pay such judgment as may be rendered against him in the Circuit Court of Baldwin County, Alabama, then in either of said events this obligation to be void, otherwise to remain in full force and effect.

C. Kersh SEAL
B. A. Auld SEAL
W. H. Depleen SEAL

Taken and approved this 12
day of September, 1931.

Charles Hand
Justice of the Peace of Baldwin
County, Alabama.

CLAUD KERSEH,

Plaintiff,

-vs-

R. O. HENLEY,

Defendant.

IN THE JUSTICE COURT

C. C. HAND

BAY MINETTE, ALABAMA.

Comes the Plaintiff, Claud Kersh, by Hybart, Heard & Chason as his Attorneys of Record, and appeals to the Circuit Court of Baldwin County, Alabama, from the Judgment rendered against him in this Court on the trial of said cause had on September 8th, 1931.

Hybart, Heard & Chason
Attorneys for Plaintiff.

WORBORNE STONE

CLAUD KERSH,

Plaintiff,

VS.

R. O. HENLEY,

Defendant.

IN THE JUSTICE COURT OF

C. C. HAND, BEAT 4,

BALDWIN COUNTY, ALABAMA.

MOTION TO QUASH SERVICE.

Comes the Defendant in the above entitled cause by his Attorney, J. B. Blackburn, who appears specially and moves the Court to quash the service in the above entitled cause because six (6) days notice of the day set for trial of the said cause was not given the said Defendant as required by Section 8007 of the 1923 Code of Alabama.

J. B. Blackburn
Attorney for Defendant.

Filed - Aug 20-1937
Horsestange

Approved for Defendant.

Code of Alabama.

Given the said Defendant as returned by Section 8002 of the 1933 (c) gave notice of the day set for trial of the said cause was not Court to dispatch the service in the above entitled cause because said Attorney, T. B. Blackburn, who appears specially and moves the Comes the Defendant in the above entitled cause by his

MOTION TO QUASH SERVICE.

Defendant.

B. O. HUNTER,

BRIDGEMAN COMPANY, ATTORNEY.

As.

O. C. HAYD, BEYER &

Plaintiff.

IN THE JUSTICE COURT OF

CLAUDE KEESE.

CLAUD KERSH,

Plaintiff,

-vs-

R. O. HENLEY,

Defendant.

IN THE JUSTICE COURT OF

C. C. HAND

PRECINCT NO. 4,

BAY MINETTE, ALABAMA.

Now comes the Plaintiff in the above stated cause and amends his Complaint by adding Count No. 2.

COUNT NO. 2: Plaintiff sues to recover possession of the following described tract of land:

East half ($E\frac{1}{2}$) of Lot One (1) Block Two (2) of the Hand Land Company's Addition to the Town of Bay Minette, Alabama;

of which he was in possession and upon which pending such possession and before the commencement of this suit, the Defendant lawfully entered ~~on the~~ ^{by virtue of a} lease between W. D. Stapleton, owner of the premises, and T. A. Hollis, which rights of W. D. Stapleton, Lessor under said lease, have been duly conveyed on, to-wit, April 22nd, 1931, to the Plaintiff, for a consideration. And Plaintiff further avers that said Lease between W. D. Stapleton, Lessor, and T. A. Hollis, stipulated that in the event default is made in the payment of any installment of rent, that the said Lessor, at his option, may declare said Lease forfeited and at an end, and that he shall have the right to re-enter the premises and take possession thereof, whereupon all rights of the Lessee shall cease and all without notice from Lessor to Lessee of his exercise of such option or of his intentions so to do. And Plaintiff further avers that said R. O. Henley, a sub-tenant of the said T. A. Hollis, has failed to pay said rents as provided for in said Lease, and the said R. O. Henley's possession has terminated, and Plaintiff further avers that he has made demand upon the said Defendant, R. O. Henley, in writing, for the delivery of said premises to him, and that the said Defendant unlawfully detains said premises, together with Twenty-five Dollars (\$25.00) for the detention thereof.

Hyman H. H. H. H.
Attorneys for Plaintiff.

CLAUD KERSH,
Plaintiff,
-VS-
R. O. HENLEY,
Defendant.

IN THE JUSTICE COURT OF
C. C. HAND
PRECINCT NO. 4,
BAY MINETTE, ALABAMA.

Comes the Plaintiff and demurs to the Pleas One, Two, Three, Four, Five and Six, separately and severally, and assigns the following grounds:

FIRST:

That said Pleas present no defense to this cause of action.

SECOND:

That the allegations contained in the second Plea can be shown under the general issue.

THIRD:

That there is no allegation in the Complaint to the effect that W. D. Stapleton has assigned any Lease to the Gulf Refining Company.

FOURTH:

That there is no allegation in the Complaint that W. D. Stapleton should give the said Gulf Refining Company any notice in case of default in payment of rent before terminating Lease.

FIFTH:

There is no allegation that the assignor of W. D. Stapleton has not given the notice to the Gulf Refining Company of the default in the payment of the rent by the Defendant.

SIXTH:

There is no allegation in the Complaint requiring or by inference could require the said W. D. Stapleton to give any notice to anyone as to the default in the payment of rent.

SEVENTH:

That the Pleas are but conclusions of the pleader.

EIGHTH:

That said pleas are not responsive to the Complaint.

NINTH:

(page two)

That said pleas neither traverse the Complaint nor confess and avoid the same.

TENTH:

That said pleas are dealing with matters in no wise properly brought within the record and are not understandable.

By Bert / Wend / Olson
Attorneys for Plaintiff.

CLAUD KERSH,

Plaintiff,

-vs-

R. O. HENLEY,

Defendant.

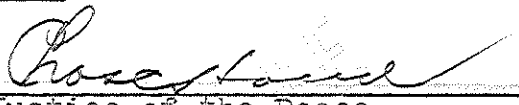
IN THE JUSTICE COURT

C. C. HAND

BAY MINETTE, ALABAMA.

You are hereby notified that Claud Kersh, Plaintiff in the above styled cause, has prayed an appeal from the judgment therein rendered by me; and having complied with the requirements of law in such cases, the same has been granted to the next term of the Circuit Court of Baldwin County, Alabama, to be held for Baldwin County, Alabama.

Given under my hand this 11th day of September, 1931.


Justice of the Peace.

STATE OF ALABAMA.

BALDWIN COUNTY.

THIS LEASE AND AGREEMENT, in duplicate, this 15 day of July, 1930, between W. D. STAPLETON, as Lessor, and THOMAS A. HOLLIS, as Lessee, WITNESSETH:

That the Lessor, in consideration of the moneys to be paid to him by Lessee and of the mutual covenants herein contained, hereby rents and leases unto the Lessee the following described property and premises located in the Town of Bay Minette, Baldwin County, Alabama, viz.:-

That part or portion of the brick building belonging to Lessor and located on Lot numbered One (1) in block numbered Two (2) in the Hand Land Company's Addition to the Town of Bay Minette, Alabama, heretofore occupied and operated by the Arcade or Arcadia Cafe; said portion of said building being the store located in the Northeast corner thereof and adjoining the places of business of Moore Printing Company and Northcutt, Young & Company, which lie on the South and West sides, respectively, of the portion so rented,

for use and occupation by Lessee as a gasoline and oil filling and service station and businesses incidental thereto, but for no other uses or businesses, for and during the full term of five years, beginning July 15, 1930, and ending at 12:00 o'clock Noon on July 15, 1935, at and for the agreed rental of Three Thousand Dollars (\$3,000.00), being at the rate of \$50.00 per month, to be paid to Lessor by Lessee at the Baldwin County Bank, Bay Minette, Alabama, in monthly installments of \$50.00 each month, said rental being payable in advance and the first installment being due July 15, 1930, and one installment on the 15th day of each month thereafter until paid in full; installments shall be considered in default if unpaid by the 20th day of the month in which due.

Lessee hereby rents said premises subject to all the terms and conditions hereof and covenants and agrees to make prompt payment of all installments of rent and, during the term hereof and so long thereafter as he may continue to occupy said property, to fully comply with all Federal and State laws, especially the Prohibition Law, insofar as the premises hereby leased or any business conducted thereon or therein are or might be concerned or affected and in no wise to render the Lessor or said property liable therefor; to keep all electrical and plumbing apparatus in good order and repair, not to commit or permit waste of said property, but at all times to take good care of the same; to replace all keys lost or stolen and all window glasses injured or broken and, upon the termination of this Lease, to surrender quiet and peaceable possession of said premises to Lessor in like good order and condition as at the commencement hereof, usual wear and tear excepted.

Lessor shall not be bound but reserves the right to make any repairs to said buildings and premises at reasonable times and provided the making thereof does not affect the conduct of any business permitted hereunder, or impair the uses for which it is hereby leased; Lessor shall not be liable for any damages which may accrue to Lessee or any other person on account of any defects in said buildings or premises or from rain, wind or other causes; provided, however, that Lessor shall, from time to time, make such reasonable repairs to roof necessary to keep same in proper condition.

CLAUDE KERSH,

Plaintiff,

VS.

R. O. HENLEY,

Defendant.

IN THE JUSTICE COURT OF

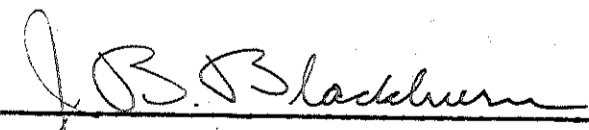
C. C. HAND, J. P. BEAT 4,

BALDWIN COUNTY, ALABAMA.

MOTION TO REQUIRE PRODUCTION OF DOCUMENTS
AND WRITINGS.

Comes the Defendant in the above entitled cause by his attorney, J. B. Blackburn, and shows unto the Court and your Honor that there are certain documents and writings in possession of the Plaintiff in the said cause which contain evidence pertinent to the issue involved in the said cause; that these documents and writings are a lease agreement between W. D. Stapleton and T. A. Hollis whereby the said Stapleton leased the quarters known as the Gulf Service Station situated at the Southwest Corner of Hoyle Avenue and Second Street in Bay Minette, Alabama to the said Hollis; the assignment of the said lease agreement hereinbefore described, from T. A. Hollis to the Gulf Refining Company; the Authorized Dealer Agency agreement between the Gulf Refining Company and R. O. Henley.

WHEREFORE, the Defendant moves the Court to give the said Plaintiff and his attorneys due notice of this motion and to require the said Plaintiff to produce the above described documents and writings at the trial of the above entitled cause when held in the said Court on to-wit, September 3, 1931.


Attorney for Defendant.

[Faint handwritten notes and signatures in the bottom left corner]

In event Lessee defaults in the payment of any installment or fails to fully keep, carry out and perform any of his obligations and covenants herein contained, then in any of said events Lessor, at his option, may declare this Lease forfeited and at an end, and shall have the right to re-enter the premises and take possession thereof, whereupon all rights of Lessee herein shall cease and all without notice from Lessor to Lessee of his exercise of such option or of his intention so to do; this Lease shall not be assignable nor subject to sub-letting by the Lessee herein named except upon written consent of the Lessor.

For the payment of all amounts due by Lessee to Lessor hereunder the Lessor waives all right to claim personal property as exempt under the laws of the State of Alabama or any other state and agrees to pay all costs of collecting such amounts, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto hereunto set their hands, in duplicate, on this the day and year first above written.

W. D. Stapleton (SEAL)

Thomas A. Hollis (SEAL)

WITNESSES:

Winnie K. Scarborough

STATE OF ALABAMA.

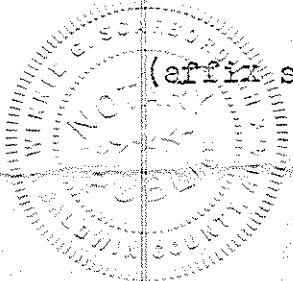
BALDWIN COUNTY.

I, Winnie K. Scarborough a Notary Public in and for said County in said State, hereby certify that W. D. Stapleton and Thomas A. Hollis, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me, this 26 day of July, 1930.

Winnie K. Scarborough
Notary Public, Baldwin County,
State of Alabama.

(affix seal)



STATE OF ALABAMA.

BALDWIN COUNTY.

THIS LEASE AND AGREEMENT, in duplicate, this 15 day of July, 1930, between W. D. STAPLETON, as Lessor, and THOMAS A. HOLLIS, as Lessee, WITNESSETH:

That the Lessor, in consideration of the moneys to be paid to him by Lessee and of the mutual covenants herein contained, hereby rents and leases unto the Lessee the following described property and premises located in the Town of Bay Minette, Baldwin County, Alabama, viz.:-

That part or portion of the brick building belonging to Lessor and located on Lot numbered One (1) in block numbered Two (2) in the Hand Land Company's Addition to the Town of Bay Minette, Alabama, heretofore occupied and operated by the Arcade or Arcadia Cafe; said portion of said building being the store located in the Northeast corner thereof and adjoining the places of business of Moore Printing Company and Northcutt, Young & Company, which lie on the South and West sides, respectively, of the portion so rented,

for use and occupation by Lessee as a gasoline and oil filling and service station and businesses incidental thereto, but for no other uses or businesses, for and during the full term of five years, beginning July 15, 1930, and ending at 12:00 o'clock Noon on July 15, 1935, at and for the agreed rental of Three Thousand Dollars (\$3,000.00), being at the rate of \$50.00 per month, to be paid to Lessor by Lessee at the Baldwin County Bank, Bay Minette, Alabama, in monthly installments of \$50.00 each month, said rental being payable in advance and the first installment being due July 15, 1930, and one installment on the 15th day of each month thereafter until paid in full; installments shall be considered in default if unpaid by the 20th day of the month in which due.

Lessee hereby rents said premises subject to all the terms and conditions hereof and covenants and agrees to make prompt payment of all installments of rent and, during the term hereof and so long thereafter as he may continue to occupy said property, to fully comply with all Federal and State laws, especially the Prohibition Law, insofar as the premises hereby leased or any business conducted thereon or therein are or might be concerned or affected and in no wise to render the Lessor or said property liable therefor; to keep all electrical and plumbing apparatus in good order and repair, not to commit or permit waste of said property, but at all times to take good care of the same; to replace all keys lost or stolen and all window glasses injured or broken and, upon the termination of this Lease, to surrender quiet and peaceable possession of said premises to Lessor in like good order and condition as at the commencement hereof, usual wear and tear excepted.

Lessor shall not be bound but reserves the right to make any repairs to said buildings and premises at reasonable times and provided the making thereof does not affect the conduct of any business permitted hereunder, or impair the uses for which it is hereby leased; Lessor shall not be liable for any damages which may accrue to Lessee or any other person on account of any defects in said buildings or premises or from rain, wind or other causes; provided, however, that Lessor shall, from time to time, make such reasonable repairs to roof necessary to keep same in proper condition.

CLAUD KERSH,

Plaintiff,

VS.

R. O. HENLEY,

Defendant.

IN THE JUSTICE COURT OF

C. C. HAND, J. P. BEAT 4,

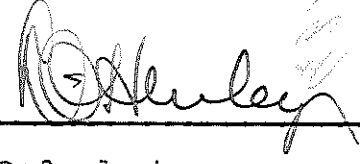
BALDWIN COUNTY, ALABAMA.

PLEA IN ABATEMENT.

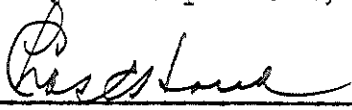
Now comes the Defendant in the above entitled cause, who, appears ~~specifically~~ ^{SPECIALLY} for the purpose of filing this plea in abatement and prays that the summons and complaint be quashed for the following separate and several reasons, all of which the Defendant is ready to verify:

FIRST: Because the Defendant was not given a notice which terminated his possessory interest in the premises in question and the statutory notice required by Section 8001 of the 1923 Code of Alabama, after the termination of the Defendant's possessory interest.

WHEREFORE, the Defendant prays judgment of the said summons and complaint and that the same be quashed.


Defendant.

Sworn to and subscribed before me on this
the 8th day of September, 1931.


Notary Public, Baldwin County, Alabama.

Justice of Peace.

STATE OF ALABAMA,
BALDWIN COUNTY.

TO ANY LAWFUL OFFICER OF BALDWIN COUNTY, ALABAMA:

Summon R. O. Henley to appear before me on the 3rd day of September, 1931, next, at my office in the Town of Bay Minette to answer the Complaint of Claud Kersh and then and there make a return of this summons.

Issued this 25th day of August, 1931.

C. C. Hand
Justice of the Peace.

COMPLAINT.

CLAUD KERSH,

Plaintiff,

-vs-

R. O. HENLEY,

Defendant.

IN THE JUSTICE COURT

C. C. HAND

PRECINCT NO. 4

BAY MINETTE, ALABAMA.

The Plaintiff sues to recover possession of the following described tract of land:

East half ($E\frac{1}{2}$) Lot One (1) Block Two (2) of the
Hand Land Company's Addition to the Town of Bay
Minette, Alabama,

of which he was in possession, and upon which pending such possession and before the commencement of this suit the Defendant lawfully entered on demise of the Plaintiff as a tenant at will, and which now the Defendant, after the termination of his possessory interest and after the Plaintiff's demand in writing therefor, unlawfully detains, together with Twenty-five & No/100 (\$25.00) Dollars for the detention thereof.

Robert Hand & Kersh
Attorneys for Plaintiff.

Kersh

Bay Minette, Alabama,
August 6th, 1931.

Mr. R. O. Henley,
Bay Minette, Alabama.

Dear Sir:

Your possessory interest in the following described premises, viz:-

The Building owned by W. D. Stapleton and now being rented and occupied by the Gulf Service Station at the intersection of Highway #51 with Hoyle Avenue in the Town of Bay Minette,

having been terminated on August 1st, 1931 you are hereby requested to surrender the possession of the above described premises to the undersigned by August 17th, 1931.
