

THE FEDERAL LAND BANK OF NEW
ORLEANS, A CORPORATION,

Plaintiff,

VS.

L. O. HOUSE, WILL SEALS, DUARD
SEALS, DAN HENLEY, and HENRY
GARNER,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

BRANCH WRIT OF ATTACHMENT.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, C. B. Fuller, one of the attorneys for the Federal Land Bank of New Orleans, a Corporation, hath complained to me, T. W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, that L. O. House, Will Seals, Duard Seals, Dan Henley and Henry Garner, are justly indebted to the Plaintiff in the sum of Two Hundred Fifty Dollars (\$250.00) and the Plaintiff having made affidavit and given bond as required by law in such cases, you are hereby commanded to attach so much of the estate of L. O. House, Will Seals, Duard Seals, Dan Henley and Henry Garner as will be of value to satisfy the said debt and costs, according to the complaint; and such estate, unless replevied, so to secure that the same may be liable to further proceedings thereon, to be had in the Circuit Court for the County of Baldwin to be held at the Court House thereof; when and where you must make known how you have executed this writ.

Witness my hand, this, the 14th day of November, 1931.



Clerk of the Circuit Court.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:--

YOU ARE HEREBY COMMANDED TO SUMMONS, L. O. House, Henry Garner,
Will Seals, Duard Seals and Dan Henley to appear within thirty days in
the Circuit Court of said County, and the place of holding same, then
and there to plead, answer, or demur to the complaint of The Federal
Land Bank of New Orleans.

Witness my hand this 14 day of November, 1931.

D. M. Richardson, CLERK.

THE FEDERAL LAND BANK OF NEW
ORLEANS, A CORPORATION,

PLAINTIFF

VS

L. O. HOUSE, WILL SEALS, DUARD SEALS,
DAN HENLEY, and HENRY GARNER.

DEFENDANTS

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

COUNT ONE

The plaintiff claims of the Defendants the sum of TWO HUNDRED FIFTY
AND NO/100 (\$250.00) DOLLARS, the rent of a tract of land, to wit:

NW $\frac{1}{4}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 23, S $\frac{1}{2}$
of NW $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section
24, Township 3, North, and Range 4 East.

demised by the plaintiff to the defendants on the 1st day of January, 1931,
said rent commencing on said date, and ending on the 31st day of December, 1931;
said rent due and payable on 1st day of November, 1931.

COUNT TWO

The plaintiff further claims of the defendants the sum of TWO HUNDRED
FIFTY AND NO/100 (\$250.00) DOLLARS, for the rent of the following tract of
land, to wit:

NW $\frac{1}{4}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 23, S $\frac{1}{2}$
of NW $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section
24, Township 3 North, and Range 4 East.

Plaintiff avers that L. O. House was the owner of the said land on or about
to-wit:, January 1st, 1931, and that on or about said date rented said land

to the other defendants, and was to receive one fifth of the crops of cotton, beans, peanuts, and hay raised or grown on said land, and that on to-wit: June 24, 1931, said L. O. House, attorned to plaintiff, assigned said rents to it, acknowledged plaintiff as his landlord, agreeing to pay Plaintiff the said rent according to rental agreement. Plaintiff avers that there is a balance due on said rents of the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS.

COUNT THREE

The plaintiff further claims of the defendants the sum of FIVE HUNDRED AND NO ONE/100 (\$500.00) DOLLARS damages, for that, whereas, during the months of August, September, and October, 1931, the plaintiff was the owner of the following described lands, to wit:

NW $\frac{1}{4}$ of NW $\frac{1}{4}$, S $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 23, and S $\frac{1}{2}$ of NW $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 24, Township 3, North, and Range 4 East; and about 3 acres of land near McCullough, in Escambia County, Alabama, known as the L. O. House place.

That the said L. O. House was the tenant of plaintiff, and the other defendants in this cause were sub-tenants of this plaintiff, by virtue of the relation of landlord and tenant, had lien on all the crops of said tenants for the rent of said lands for the year 1931.

Plaintiff avers that said tenants and sub tenants raised or grew crops of cotton, corn, beans, peanuts and hay on said land on which plaintiff had a lien for the rent of said land for the year 1931.

Plaintiff further avers that during, to wit: the months of August, September and October, 1931, withh notice of plaintiff's lien, and without the consent of plaintiff removed, sold and disposed of the crops grown or raised on said land during the year 1931, to wit: three (3) blass of cotton, and cotton seed, and about five (5) tons of peanuts, of the value of EIGHTY (\$80.00) DOLLARS, by which act or acts of the defendants the plaintiff was prevented from enforcing its lien on said cotton and peanuts, to plaintiff's damages, as aforesaid.

COUNT FOUR

Plaintiff further claims of the defendant, L. O. House the further sum of SIXTY AND NO ONE/100 (\$60.00) DOLLARS, the rent of tract of land, to wit:

About 3 acres of land, more or less, situated at or near McCullough, known as the L. O. House place, including store house, gas and oil station,

and residence occupied by L. O. House.

demised by the plaintiff on or about the 24th day of June, 1931, and
said rent commencing on said date, ending on the 31st day of December,
1931, which said rent was in monthly payments of FIFTEEN AND NO ONE/100
(\$15.00) DOLLARS each, beginning July 15, 1931.

Plaintiff further avers that all of the above counts relate to one
and the same transaction.

Hence this suit.

Julius Bellotti ✓
J. A. Bellotti ATTORNEY FOR PLAINTIFF.

Original
Summons & Complaint,
The Federal Land Bank of
New Orleans; a corporation,
Plaintiff

vs.

L. O. House, Will Seals,
Edward Seals, Dan Henley
and Henry Garner,
Defendants.

in the Circuit Court of
Baldwin County, Alabama.
At Law

Filed Nov. 14, 1931,
J. M. McCremon
Clerk

Served on
all and Henry
11/17/31

Executed Nov.
17th 1931. by serving
Summons & Complaint
on L O House.
Will Seals, Edward
Seals, Dan Henley &
Henry Garner
W. R. Stuart
Sheriff

THE STATE OF ALABAMA,
Covington County

Circuit Court

Know all Men by the Presents:

That we, The Federal Land Bank of New Orleans, an Corporation and
Fidelity & Deposit Company of Maryland

of the County of Covington, are held and firmly bound unto L. O. House and Henry
Garner, Will Seals, Duard or Devard Seals, and Dan Henley

in the sum of FIVE HUNDRED AND NO ONE/100 (\$500.00) Dollars,
to be paid to the said L. O. House, Will Seals, Duard Elias Devard Seals,
Dan Hendley and Henry Garner

heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind
ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and sever-
ally, firmly by these presents.

Sealed with our seals and dated the 10th day of November 1923

The Condition of this Obligation is Such,

That, whereas, the above bounden The Federal Land Bank of New Orleans

ha... on the day of the date hereof, prayed an Attachment at the suit of The Federal Land
Bank of New Orleans

against the estate above named L. O. House, Will Seals, Duard alias Devard Seals
Dan Hendley and Henry Garner
for the sum of TWO HUNDRED FIFTY AND NO ONE/100 (\$250.00) Dollars

and hath obtained the same, returnable to the next term of The Circuit Court of Covington County.

Now, if the said The Federal Land Bank of New Orleans
shall prosecute said Attachment to effect, and pay the said Defendant all such damages as they
may sustain by the wrongful or vexatious suing of said Attachment, then the above obligation to
be void: otherwise to remain in full force and effect. And we and each of us hereby waive all rights
of claims of exemptions we or either of us have now, or may hereafter have, under the Constitution
and Laws of the State of Alabama.

Signed, sealed, and delivered the date above written.

THE FEDERAL LAND BANK OF NEW ORLEANS (Seal.)

By C. B. Zinner (Seal.)

Fidelity and Deposit Company of Maryland (Seal.)

C. B. Zinner (Seal.)

Approved this 14 day of Nov 1923
J. M. Richmond Clerk.

THE STATE OF ALABAMA,
Covington County

Circuit Court

Before me, RALPH A. CLARK, Clerk Circuit Court in and for said County, personally appeared

..... who being duly sworn, on oath saith that

justly indebted to

in the sum of

which said amount is justly due after allowing all just offsets and discounts, and that the said Dollars.

and that this Attachment is not sued out for the purpose of vexing or harrassing the Defendant, or other improper motive:

Subscribed and sworn to before me this day of 192..

..... Clerk.

No.

THE STATE OF ALABAMA,
Covington County

CIRCUIT COURT

TO

ATTACHMENT BOND AND AFFIDAVIT

Filed this 14th day of Nov 1921
R. A. Williams, Clerk.

..... Attorney.

THE STATE OF ALABAMA?

COVINGTON COUNTY,

Before me, the undersigned authority, in and for said County, in said State, personally appeared C.B. Fuller, one of the attorneys for The Federal Land Bank of New Orleans, who being by me, duly sworn, on oath saith that L.O. House, Henry Garner, Will Seals, Duard Seals, or Devard Seals, and Dan Henley are justly indebted to said The Federal Land Bank of New Orleans, in the sum of Two Hundred Fifty No/1000--- Dollars, after allowing all just offsets and discounts, and that the said The Federal Land Bank of New Orleans is landlord, said L.O. House, is tenant in Chief, and said Henry Garner, Will Seals, Duard Seals, and Dan Henley are subtenants, and are indebted to the said The Federal Land Bank of New Orleans, in the sum of Two Hundred Fifty & No/100---dollars, as aforesaid, for rent, for the year of 1931, of farm known as the L.O. House plantation; that said tenant and subtenants did, during the year of 1931 raise crops of cotton, corn peanuts, hay and beans on said farm, on which said crops the said The Federal Land Bank of New Orleans had lien for rents; that said tenant and subtenants have, without the consent of said Bank, removed from said premises and disposed of a large amount of said crops, of about, to-wit: Twenty Three bales of cotton, and large amount of corn and peanuts; that said rent is due, and after demand therefor the said tenant and subtenants have failed or refused to pay same;

The Affiant further says that said L.O. House is indebted to The Federal Land Bank of New Orleans, for the rent of a parcel or plot of land situated at or near McCollough, including store house, in the sum of Fifty Dollars, *that said rent is due, and that said L.O. House, after demand made has failed or refused to pay same,*
The affiant further says that this attachment is not sued out for the purpose of vexing or harrassing the Defendants, or other improper motive.

Sworn and subscribed to this 11th day of November, 1931.

Edna Butler
Notary Public.

Attachment Bond
and
Affidavit.

The Federal Land Bank
of New Orleans, a
Corporation, Pl.

vs

L. O. House, et al

Filed Nov 14th 1931
J. M. Riccio
Clerk