

HUGH L. COLE.

Plaintiff.

-vs-

OLD SPANISH FORT DEVELOPMENT
COMPANY, A Corporation, et al.

Defendants.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Comes the Defendant, Old Spanish Fort Development Company, a Corporation, in the above styled cause, and for answer to the Complaint filed in said cause, and to each and every count thereof, separately and severally, says:-

FIRST:-

That the allegations of the Complaint are untrue.

Hyatt, Heard & Pusey
Attorneys for Old Spanish Fort
Development Company, a Cor-
poration.

Repealed

~~Plaintiff~~ demands trial of this
cause by Jury.

Hyatt, Heard & Pusey
Attorneys for Old Spanish Fort
Development Company, a Corporation.

The State of Alabama, Baldwin County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon Old Spanish Fort Development Company,
a corporation and Dyson and Company, a co-partnership composed of
M. Dyson, Raymond Dyson and Sam Dyson,

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

Hugh L. Cole,

Witness this 1st day of December, 1931.

W. R. Robinson, 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.
RECORDED
The State of Alabama
County

CIRCUIT COURT

Hugh L. Cole,

Plaintiff

vs.

Old Spanish Fort Development
Co., Dyson & Company, a co-
partnership composed of
M. Dyson and Sam Dyson,
Defendant

Summons and Complaint

Filed this 1st day of
December, 1931.

J. M. Riccison
Clerk.

Lloyd A. Magney,
Plaintiff's Attorney.

R Dyson 12/11/31

RECORDED
Received this day
of , 19
 , Sheriff.

Executed this 11th day
of December, 1931, by
leaving a copy of the within Summons and Com-
plaint with

Defendant

Sheriff.

*Executed December
11th 1931, by serving
copy of Summons & Complaint
on Raymond Dyson as
Member of firm of
Dyson & Co. and
on December 15th 1931
I served copy L. W
Schmitzer as agent for
Old Spanish Fort
Development Company
A. K. Stuart
Sheriff*

The State of Alabama,
COUNTY

To the Sheriff of County:

Whereas, the Plaintiff in the within stated
cause has 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.

HUGH L. COLE,

PLAINTIFF

VS

OLD SPANISH FORT DEVELOPMENT COMPANY,
A CORPORATION and DYSON & COMPANY,
A CO-PARTNERSHIP COMPOSED OF M. DYSON,
RAYMOND DYSON and SAM DYSON,

DEFENDANTS

) IN THE CIRCUIT COURT OF
(BALDWIN COUNTY, ALABAMA
(AT LAW

) COMPLAINT.

Comes now the Plaintiff and alleges:

That Defendant, The Old Spanish Fort Development Company, is a corporation and that Defendant, Dyson & Company is a co-partnership composed of M. Dyson, Raymond Dyson and Sam Dyson.

That on or about the 2nd day of October, 1930 the Defendants entered into a written contract by the terms of which Defendant Dyson & Company agreed to furnish all of the material and perform all of the work in the construction of a two-story hollow tile and stucco building upon the land of Defendant The Old Spanish Fort Development Company, hereinafter described.

That thereafter and on or about the 1st day of January, 1931 Plaintiff entered into a verbal contract with the said Dyson & Company as the agent and contractor for Defendant, The Old Spanish Fort Development Company, to furnish all the material and perform the work necessary to install the electric wiring and equipment in said building and by the terms of said contract payment was agreed to be made to the Plaintiff within ten (10) days after the completion of said contract.

That in accordance with said contract Plaintiff furnished material and performed work and labor and installed in said building of the Defendant, The Old Spanish Fort Development Company, electric wiring, fixtures and appliances in accordance with the plans and specifications furnished him and completed said contract on the 28th day of May, 1931 and Plaintiff avers that payment for said labor and materials was due to be paid to him by the Defendants on or before the 8th day of June, 1931.

That after deducting all just credits there is due to the Plaintiff for said work and labor performed and materials furnished the sum of TWO HUNDRED SEVENTY-SIX & 15/100 (\$276.15) DOLLARS.

That on the 21st day of July, 1931 and within four months after said indebtedness had accrued, Plaintiff filed in the office of the Judge of Probate of Baldwin County a statement in writing, verified by the oath of the Plaintiff, containing the amount of Plaintiff's demand, a description of the property on which lien is claimed and the name of the owner and proprietor thereof, thereby claiming as against said building and the land described below a lien for said material and services. That said statement was duly recorded in the office of the Judge of Probate of Baldwin County, Alabama in Lien Book numbered One at Page 273 thereof.

Plaintiff further avers that there is a balance due from Defendant The Old Spanish Fort Development Company to the Defendant Dyson & Company in an amount largely in excess of Plaintiff's claim and Plaintiff alleges that the said amount of TWO HUNDRED SEVENTY-SIX & 15/100 (\$276.15) DOLLARS so due to him is still unpaid and Plaintiff claims of the Defendants and each of them, separately and severally, the said amount of TWO HUNDRED SEVENTY-SIX & 15/100 (\$276.15) DOLLARS.


Plaintiff further alleges that the land on which said building and improvement is situated is not in any city, town or village and that the same is described as follows, to-wit:

From the northwest corner of the southwest quarter (SW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of Fractional Section twenty (20) in Township four (4) South, Range two (2) East run west 582 feet; thence north 46 $\frac{1}{2}$ ⁰ west 2858 feet for a point of beginning. From the point of beginning run south 45⁰ west, 205 feet, thence north 45⁰ west, 186 feet; thence north 45⁰ east 234 feet; thence south 45⁰ west 29 feet to the point of beginning, containing one (1) acre, more or less and being part of the southwest quarter (SW $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of said Section twenty (20) in Baldwin County, Alabama.....

And Plaintiff avers that Defendant The Old Spanish Fort Development Company is the owner of said real estate.

WHEREFORE, Plaintiff claims a lien in the amount of TWO HUNDRED SEVENTY-SIX & 15/100 (\$276.15) DOLLARS against said land and buildings

hereinbefore described and that said property be condemned to be
sold for the satisfaction of such lien.


Attorney for Plaintiff.