

STATE OF ALABAMA)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commaned to summon Old Spanish Fort Develop-
ment Company, a Corporation, 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 the same, then and there
to answer the Complaint of M. Dyson & Co., a co-partnership com-
posed of M. Dyson, Raymond Dyson and Sam Dyson.

Witness my hand this 6 day of January, 1932.


Clerk.

DYSON & CO., A CO-PARTNERSHIP
COMPOSED OF M. DYSON, RAYMOND
DYSON and SAM DYSON,

PLAINTIFF

vs

OLD SPANISH FORT DEVELOPMENT
CO., A CORPORATION,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT.

Comes now the Plaintiff and for cause of action against the
Defendant alleges that the Plaintiff is a co-partnership composed
of M. Dyson, Raymond Dyson and Sam Dyson and that the Defendant
is a corporation organized and existing under and by virtue of the
laws of the State of Alabama with its principal place of business
in Baldwin County, Alabama.

Plaintiff further alleges that on or about the 2nd day of
October, 1930 Plaintiff and Defendant entered into a written con-
tract by the terms of which the Plaintiff agreed to furnish all
of the materials and perform all of the work to construct for the
Defendant, on the land hereinafter described, a two-story hollow
tile and stucco golf club house, according to plans and specifi-
cations prepared by one Platt Roberts, the architect for the De-
fendant and the Defendant agreed to pay to the Plaintiff for such

work, labor and material and for the construction of said building the total sum of TWELVE THOUSAND FOUR HUNDRED FORTY-FIVE & 00/100 (\$12,445.00) DOLLARS.

That Plaintiff in accordance with the terms of said contract constructed said building and performed said contract and in addition thereto furnished certain extras, which the Defendant ordered and for which he agreed to pay the sum of ONE HUNDRED FOUR & 70/100 (\$104.70) DOLLARS and that thereby the Defendant became and was indebted to the Plaintiff under said contract and for the work and labor and materials so furnished by the Plaintiff in the total sum of TWELVE THOUSAND FIVE HUNDRED FORTY-NINE & 70/100 (\$12,549.70) DOLLARS.

That Defendant has paid to the Plaintiff upon such indebtedness the sum of EIGHT THOUSAND ONE HUNDRED EIGHTY-SIX & 25/100 (\$8,186.25) DOLLARS and that there is a balance due to the Plaintiff from the Defendant upon such contract for said work and labor and materials the sum of FOUR THOUSAND THREE HUNDRED SIXTY THREE & 45/100 (\$4,363.45) DOLLARS and that such sum of money, together with the interest thereon, is still due and unpaid and Plaintiff claims said amount from the Defendant.

That Plaintiff completed said work and the performance of said contract on, to-wit: the 23rd day of July, 1931 and within six (6) months thereafter the Plaintiff filed in the office of the Judge of Probate of Baldwin County a statement in writing, verified by the oath of M. Dyson, containing the amount of the demand, a description of the property on which a lien is claimed by the Plaintiff and the name of the owner or proprietor thereof and said statement was filed in the office of the Judge of Probate of Baldwin County, Alabama on the 30th day of December, 1931 and recorded in the Lien Book No. Two at Page 281 thereof.

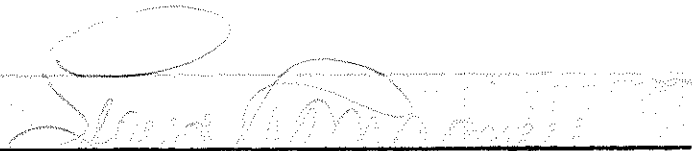
Plaintiff further avers that the land on which the building or improvement is situated is not in a city, town or village and exceeds in area one (1) acre and that the Plaintiff has, prior to filing said statement in the office of the Judge of Probate, selected one (1) acre in addition to the land upon which the building or improvement is situated, which lot of land so selected by the Plaintiff includes the land surrounding the said building

and improvement and contiguous thereto, and with the land on which the building and improvement is situated, constitutes one lot or parcel, and Plaintiff alleges that the land so selected, and upon which the Plaintiff claims a lien, 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), Township four (4) South, Range Two (2) East, run west five hundred eighty-two (582) feet; thence north forty-six and one-half degrees ($46\frac{1}{2}^{\circ}$) west 2,858 feet for a point of beginning. From the point of beginning run south, forty-five degrees (45°) west, two hundred five (205) feet; thence north forty-five degrees (45°) west, one hundred eighty-six (186) feet; thence north forty-five degrees (45°) east, two hundred thirty-four (234) feet; thence south, forty-five degrees (45°) east, one hundred eighty-six (186) feet; thence south, forty-five (45°) degrees west, twenty-nine (29) feet to the point of beginning, containing one (1) acres, more or less, and being a part of the southwest quarter ($SW\frac{1}{4}$) of the northwest quarter ($NW\frac{1}{4}$) of said Section Twenty-(20), all in Baldwin County, Alabama.....

That Defendant Old Spanish Fort Development Company, a corporation, is the owner and proprietor of the land hereinbefore described and the building and improvement thereon.

Wherefore the Plaintiff prays that it may have a judgment against the Defendant for said sum of FOUR THOUSAND THREE HUNDRED SIXTY*THREE & 45/100 (\$4,363.45) DOLLARS, together with interest thereon from the 23rd day of July, 1931, and together with its costs herein expended and that said sum may be established as a lien against the land hereinbefore described and the building and improvement thereon and that said land, building and improvement may be condemned to sale for the satisfaction of such judgment and lien.


Attorney for Plaintiff.

DYSON & COMPANY, A Co-partner-
ship composed of M. Dyson, Ray-
mond Dyson and Sam Dyson,

Plaintiff,

-vs-

OLD SPANISH FORT DEVELOPMENT
CO., A Corporation,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE
STATE OF ALABAMA
BALDWIN COUNTY.

Comes the Defendant 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 & Pherson
Attorneys for Defendant.

Defendant demands trial of
this cause by Jury.

Hyatt, Heard & Pherson
Attorneys for Defendant.

CERTIFICATE OF JUDGMENT

The State of Alabama, }
Baldwin County

Circuit Court, Spring Term, 19 35

Dyson & Company, a Co-partnership composed of

M. Dyson, Raymond Dyson and Sam Dyson,

PLAINTIFF.

Vs.

Old Spanish Fort Development Company

a corporation,

DEFENDANT.

I, Robert S. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 9th day of April 19 35,

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

a co-partnership composed of M. Dyson, Raymond Dyson and Sam Dyson

was Plaintiff and Old Spanish Fort Development Company a corporation

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of \$5620.25-----

Five Thousand Six Hundred Twenty and 25/100----- DOLLARS.

and for the sum of Seventeen and 65/100----- DOLLARS,

the costs in said suit and that Lloyd A. Magney

is ~~the~~ the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this 13th day of April 19 35

Clerk, Circuit Court, Baldwin County, Alabama.

9 7 7 1/2 over

CERTIFICATE OF JUDGMENT

Dyson

, Plaintiff—

Vs.

Old Spanish Fort

, Defendant—

COUNTER CHECK

BAY MINETTE, ALA.

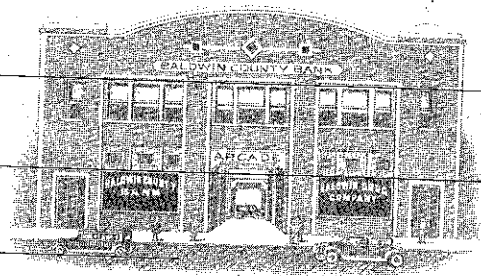
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No.

BALDWIN COUNTY BANK

61-258
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PAY TO THE
ORDER OF



\$

DOLLARS

For

Mr. Horn - please send me the file in the
case of;

Dyson

vs.

Old Spanish Fort
Development Co.

Suit to enforce lien

Thomas C. Vanevor
905 - First Natl Bank Bldg
Mobile, Ala - 13