

The State of Alabama, }
BALDWIN COUNTY

CIRCUIT COURT. (Equity)

Fall

Term, 1940

No. *635* vs. *S. E. Sellers*

BILL OF COSTS

REGISTER'S FEES	AMOUNT	SHERIFF'S FEES:	AMOUNT
Fees in Circuit Court—		Summoning on Bill, Each Defendant.....	1.50
Docketing Cause, One fee only of.....	1.00	Executing Writ of Injunction, or Ne Exeat, each..	1.50
Issuing Summons on Bill, each.....	.50*	Executing Subpoenas for Witnesses, each.....	.65
Issuing Copies Thereof, each.....	.40	Executing Writs of Possession, each.....	5.00
Entering Return of Same, each.....	.15	Executing Scire Facias or Notice, each.....	1.50
Orders of Publication to Non-Residents, each.....	1.00*	Taking and Approving Bonds, each.....	1.00
Filing Bill or Other Paper, each.....	.10	Impanelling Jury.....	.75
Copies of Same, Per 100 Words.....	.15	Collecting Execution for Costs Only, each.....	1.50
Entering Appearances, each.....	.25*	Sheriff's Commissions.....	
Issuing Writs of Injunction, Ne Exeat, each.....	1.50		
Issuing Copies Thereof, each.....	.50	Total Sheriff's Fees.....	3.00
Entering Return of Same, each.....	.15		
Decrees Pro Confesso, each.....	1.00*		
Order Appointing Guardian Ad Litem, each.....	1.00*	SUMMARY OF FEES, COSTS, AND JUDGMENT	
Issuing Commissions to Take Testimony, each....	.50	Fees in Circuit Court—	
Taking Testimony, Per Day.....	1.50	Register's Fees.....	9.45
Taking Testimony, Per 100 words.....	.20	Ex-Register's Fees.....	
Receiving and Filing Depositions, each pkg.,.....	.10	Sheriff's Fees.....	3.00
Indorsing Depositions Published, each pkg.,.....	.10	Ex-Sheriff's Fees.....	
All Entries on Commission Docket, Each Cause....	.50	Witness Fees.....	
Entering Order Submitting Cases for Decree, each..	.50	Commissioner's Fees.....	
Other Orders of Court, each.....	.25	Guardian Ad Litem.....	
Noting Testimony on Hearing of Cause, each.....	.50	Publisher's Fees.....	
Entering Decrees, of 500 Words or Less, each.....	.75	Solicitor's Fees.....	
Per 100 Words over 500.....	.15	Court Reporter's Fees, Per Day or fraction thereof.	5.00
Taking Accounts, etc., on Ref., per Day.....	3.00*	Trial Tax.....	3.00
Taking Testimony on Reference Relating to Trustee, etc., per 100 words.....	.15		
Reference and Reports, each.....	2.00*		
Reports of 500 Words or Less.....	2.50	Fees and Costs in Inferior Court:	
Per 100 Words over 500.....	.15	Clerk of Inferior Court Fees.....	
Issuing Subpoenas for Witnesses, each.....	.25	Sheriff's Fees.....	
Issuing Witness Certificates, each.....	.25	Witness Fees.....	
All Entries on Subpoena Docket, each Cause.....	.50		
Taking and Approving Bonds, each.....	1.00	Total Fees and Costs in Inferior Court.....	15.45
Making Complete Record, per 100 Words.....	.15		
Hearing, etc., Regarding Appointment of Re- ceiver or Trustee.....	3.00		
Settlements with Receiver or Trustee, each.....	3.00		
Examining Vouchers in Settlements, each.....	.10		
Examining Answers on Exceptions, each Answer..	3.00		
Removal Disabilities on Non-Age.....		Total Fees and Costs.....	
Commissions on Sales.....		Judgment.....	
Making Deeds to Property Sold, each.....	2.00		
Receiving and Paying Out Money Other Than That Arising from Sales.....		Total Fees, Costs, and Judgment.....	
Certificates or Affidavits, with Seal, each.....	.50		
Certificates or Affidavits without Seal, each.....	.25		
Issuing Scire Facias or other Notice, each.....	.50		
Other Orders of Register, except Cont., each.....	.50		
Entering Certificates of Supreme Court, each.....	.50		
Transcript for Supreme Court, per 100 words, each.	.15		
Additional Copies, per 100 words.....	.05		
Appeal Bond, each.....	1.00		
Certificate of Appeal, each.....	.50		
Notice of Appeal, each.....	.50		
Report to State Board of Health, each case.....	.50		
Certificate of Judgment, each.....	.25		
Issuing Executions, each.....	.75		
Entering Returns Thereof, each.....	.15		
Total Register's Fees.....	9.45		

STATE OF ALABAMA,)
BALDWIN COUNTY.)

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

We command You, that you summon T. E. Sellers, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by S. A. McDaniel against said T.E. Sellers, and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. DUCK, Register of said Circuit Court, this 14 day
of June, 1940.

R. S. Duck
Register.

S. A. MCDANIEL,

Complainant,

VS.

T. E. SELLERS,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

TO HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,
IN EQUITY:

Comes your Complainant, S. A. MCDANIEL, and humbly complaining against the Respondent, T. E. SELLERS, respectfully represents and shows unto your Honor and this Honorable Court as follows:

1. That your Complainant and the Respondent are both residents of Robertsdale, in Baldwin County, Alabama, and over twenty-one years of age.
2. That on the 11th day of February, 1936, the Respondent sold and delivered a barber shop and equipment at Robertsdale, in Baldwin County, Alabama, to your Complainant and as a part of the consideration thereof agreed to refrain or forbear from entering into business as a barber in the Town of Robertsdale, Alabama, and agreed that he would not work for anyone except the Complainant, as a barber, and further that he would not own, operate, or permit his name to be used in connection with the operation of any barber or beauty shop within the bounds of the town of Robertsdale, Alabama.
3. That the Respondent is now and has for the past two months or more been working as a barber with Grover Hobbs, who owns and operates the "Hub Barber Shop", within the bounds of the Town of Robertsdale, Alabama, in violation of said contract; that a copy of said contract is hereto attached, marked Exhibit "A" and asked to be taken as a part hereof as though herein fully set out.
4. That the Complainant is now and has been since the date of the purchase of the barber shop and equipment from the Respondent operating a barber and beauty shop within the town of Robertsdale, Baldwin County, Alabama.
5. That the Complainant has not at any time refused to give the Respondent employment as a barber.
6. That the Complainant, in the purchase of said barber shop and equipment as hereinabove set out and as a part of the consideration thereof, purchased the good will of the Respondent, and in fact, the Respondent, for a while, worked with the Complainant as a barber and then, without any excuse or reason offered,

left the employment of the Complainant.

7. That at the time and prior to the execution of the contract hereinabove referred to, the Complainant and the Respondent were operating a barber shop as partners, and the said contract and sale was a termination of partnership agreement under which the Complainant and the Respondent were and had been operating.

8. That the Complainant submits himself to the jurisdiction of the Court and agrees to abide by all orders, judgments and decrees rendered.

WHEREFORE, the premises considered, your Complainant prays that your Honor will, by proper process, make the said T. E. Sellers party Respondent to this Bill of Complaint, requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainant further prays that your Honor will immediately issue a temporary injunction restraining the Respondent, T. E. Sellers, from working as a barber or conducting the business of a barber shop within the bounds of the town of Robertsdale, Alabama.

Complainant further prays that upon a final hearing of this cause, your Honor and this Honorable Court will grant a permanent injunction forever forbidding the Respondent, T. E. Sellers, from working as a barber within the town of Robertsdale, Alabama, for anyone except the Complainant or from permitting his name to be used in the connection with any barber or beauty shop within the bounds of the Town of Robertsdale, Alabama. Complainant further prays for any other, different or general relief as he may be entitled to receive hereunder.

S. A. McDaniel
Complainant.

BEEBE & HALL,
By: [Signature]
Solicitors for Complainant

STATE OF ALABAMA,)
BALDWIN COUNTY.)

Before me, the undersigned authority, in and for said County, in said State, personally appeared S. A. McDaniel, who is known to me and who having been by me first duly sworn, deposes and says, that he has read over and understands the allegations contained in the foregoing Bill of Complaint and that they are true.

S. A. McDaniel

Sworn to and subscribed before me
this 28th day of May, 1940.

W. B. Jones
Notary Public, Baldwin County, Ala.

TO HONORABLE R. S. DUCK, CLERK OF THE CIRCUIT COURT AND REGISTER IN CHANCERY,
BALDWIN COUNTY, ALABAMA:

Upon the Complainant entering into bond with security in the sum of
\$ 200⁰⁰, payable to and approved by you, and conditioned according to
law, let an injunction issue, according to the prayer of the bill.

Dated this 29th day of May, 1940.

F. W. Stare
Judge.

EXHIBIT "A"

BILL OF SALE:

STATE OF ALABAMA,)
)
COUNTY OF BALDWIN.)

February 11th, 1936

For and in consideration of the sum of Eight Hundred (\$800.00) Dollars, in hand paid to me by S. A. McDaniel, of Robertsdale, Alabama, I do hereby grant, bargain, sell and convey unto the said S. A. McDaniel the following personal property, to-wit:

2 Keken Barber chairs
1 National Cash Register
1 Cash Register Stand and Mirror
1 Wall Clock
2 Hat Racks
2 Settle Benches
1 Ideal Washington Stove
3 Stools
1 Supply Case
1 Hot Water Heater and Tank
1 Shoe Shine Box
3 Chair Mirrow Case
3 Lavatorys
2 Towle yrns
2 Paper Yrns
2 Baby Seats
1 Revolver barber pole
Supplys and Towels
Shoe Shine Stand
1 Straight Chair
3 Electric Fans.

Which said property is located at Robertsdale, Alabama.

It is mutually understood and agreed by and between the parties to this Bill of Sale that it is subject only to the Sale contract of even date executed by and between the parties to this Bill of Sale.

T. E. Sellers L.S.

Attest:
Orvis M. Brown
Amos Garrett

THIS INSTRUMENT executed in duplicate this 11th day of February, 1936, by and between T. E. Sellers of Robertsdale, Alabama, hereinafter for convenience called VENDOR and S. A. McDaniel of Robertsdale, Alabama, hereinafter for convenience called VENDEE, WITNESSETH:

FIRST: The vendor delivers and agrees to sell and the vendee receives and agrees to purchase the Barber equipment and supplies contained in the barber shop of T. E. Sellers of Robertsdale, Alabama, a particular description of which is here-to attached and marked Exhibit "A", at and for the sum of Eight Hundred (\$800.00) Dollars, on the terms and conditions named in Paragraph three hereof, and the Vendee acknowledges delivery and receipt of said property of even date herewith which he holds under the terms and provisions hereof and shall be liable to the Vendor for the value thereof as insurer.

SECOND: The Vendor agrees to refrain or forbear from entering into business as a barber in the town of Robertsdale, Alabama, and hereby agrees that he will not work for anyone else except the vendee as a barber, and further that he will not own, operate, or permit his name to be used in connection with the operation of any barber or beauty shop within the bounds of the town of Robertsdale, Alabama.

THIRD: The purchase price for the physical properties this day agreed to be sold, viz: Eight Hundred (\$800.00) Dollars, is to be paid as follows:

Upon the execution of this agreement One Hundred (\$100.00) Dollars to be paid down in cash and the vendee shall pay the sum of Twenty-five (\$25.00) Dollars per month commencing March 20th, 1936, as evidenced by promisory notes of even date on the 20th day of each month until the full amount of Eight Hundred (\$800.00) Dollars has been paid.

And these promisory notes are to bear six (6%) per cent interest on the balance remaining unpaid from the date the interest is due. The interest shall be payable quarterly the first quarter interest to fall due on May 20th, 1936, and on the 20th of each month thereafter in which the quarter falls due.

It is further understood and agreed by and between the parties to this agreement, that the Vendee has the right to pay any or all Notes at anytime before they fall due, and in case some notes are paid before maturity the remaining notes are not due until the date they bear as maturity date, and the interest is collectable only on the notes remaining unpaid at date interest is due.

Upon performance of the promises herein made and full payment of the purchase price herein provided for, the title to the property herein described in Exhibit "A" shall vest in the Vendee and the Vendor agrees that he will warrant and defend the said title unto the Vendee, his heirs and assigns forever.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this 11th day of February, 1936.

Attest:
Orvis M. Brown
Amos Garrett

T. E. Sellers SEAL
S. A. McDaniel SEAL

Exhibit "A" attached.

EXHIBIT "A"

- 2 Koken barber chairs
- 1 National Cash Register
- 1 Cash Register Stand and Mirror
- 1 Wall Clock
- 2 Hat Racks
- 2 Settle Benches
- 1 Ideal Washington Stove
- 3 Stools
- 1 Supply Case
- 1 Hot Water Heater and Tank
- 1 Shoe shine Box
- 3 Chair Mirrow case
- 3 Lavatorys
- 2 Towle yrns
- 2 Paper yrns
- 2 Baby seats
- 1 Revolver barber pole
- Supplies and Towels
- Shoe shine stand
- 1 Straight chair
- 3 Electric fans.

STATE OF ALABAMA,)
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, That We, S. A. MCDANIEL, as Principal, and the undersigned as Sureties, are held and firmly bound unto the Register of the Circuit Court, in Equity, for said County, in the sum of Two Hundred (\$200.00) Dollars, for the payment of which to the said Register, or his successors, we bind ourselves, our executors and administrators, jointly and severally.

Sealed with our seals and dated the 12th day of June, 1940.

Whereas, the said S. A. McDaniel has filed his Bill of Complaint in the said Circuit Court, in Equity, and has obtained thereon an order for the issuance of an injunction from the Honorable F. W. Hare, Judge, to restrain and enjoin one T. E. Sellers from working as a barber within the Town of Robertsdale, Alabama, for anyone except the Complainant, or from permitting his name to be used in connection with any barber or beauty shop within the bounds of the Town of Robertsdale, Alabama.

Now, therefore, the condition of the above obligation is such that if the said S. A. McDaniel, his heirs, executors, administrators, or any of them, shall pay, or cause to be paid, all damages which any person may sustain by the suing out of said injunction, if the same is dissolved by the Circuit Court, in Equity, on the Bill filed by the said S. A. McDaniel aforesaid, then the above obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands and seals on the day and year first above written.

S. A. McDaniel (SEAL)

a. McDaniell (SEAL)

E. G. Lowe (SEAL)

Taken and approved this 12th
day of June, 1940.

R. S. D. [Signature]
Register.

S. A. McDANIEL,

Complainant,

VS.

T. E. SELLERS,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY,

NO. 585.

This cause coming on to be heard and having been submitted for decree upon the original Bill of Complaint, and the testimony as noted by the Register, and the matter having been heard and duly considered, it is ordered and decreed by the Court that the temporary injunction heretofore granted in this cause be and it is hereby made perpetual, and that a writ of injunction issue against the said T. E. Sellers forever restraining and enjoining him from working as a barber, within the Town of Robertsdale, Alabama, for anyone except the said S. A. McDaniel, or from permitting his name to be used in the connection with any barber or beauty shop within the bounds of the Town of Robertsdale, Alabama.

Dated at Bay Minette, Baldwin County, Alabama, this the 27th day of

September, 1940.

W. J. DUNN

McDANIEL

Complainant

AS

T. E. SELLERS

Respondent

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
Judge of the Circuit Court of Baldwin County,
Alabama.

THE STATE OF ALABAMA, }
Baldwin County.

CIRCUIT COURT, IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

We command you that without delay you execute this Writ, and due return thereof how you have executed the same make to us immediately.

To

WHEREAS,

has this day filed a Bill of Complaint in said Court against

praying, among other things, that

And whereas, on said Bill of Complaint being exhibited to the Hon.
Judge of the Circuit Court of County, of the State of Alabama, on the
..... day of 193....., he did order that, upon Complainant entering
into bond, with sureties, in the sum of Dollars,
payable to the Defendant and approved by the Clerk of this Court, and conditioned according to law, a
Writ of Injunction issue out of said Court, according to the prayer of said Bill; and whereas, bond has
been given, as required by said order.

These, therefore, are to command and strictly enjoin you from

until further order of this Court. And this you will in nowise omit, under penalty.

WITNESS,, as Clerk of said Court, at office, in
..... Alabama, this day of 193.....

.....
Clerk.

636

RECORDED

SUMMON AND COMPLAINT

S. A. MCDANIEL,
 Complainant,
 VS.
 T. E. SELIERS,
 Respondent.

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA,

IN EQUITY.

*Ex parte of June 12th 1946
 by Seliers & Seliers Agency
 Withdrawing from Seliers &
 Seliers the deft
 Seliers MR Seliers
 Seliers*

*By B. J. K. Seliers
 D.S.*

63-8-2

BOND: RECORDED

S. A. MCDANIEL,
Complainant,

VS.

T. E. SELLERS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY.

FINAL DECREE:

September 1940

A. McDANIEL,

Complainant,

VS.

E. SELLERS,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY,

NO. 635.

That the said E. Sellers, Respondent, is the owner and possessor of the land hereinafter described, to-wit:

One acre of land in Baldwin County, Alabama, more particularly described as follows:

That the said E. Sellers, Respondent, is the owner and possessor of the land hereinafter described, to-wit:

One acre of land in Baldwin County, Alabama, more particularly described as follows:

That the said E. Sellers, Respondent, is the owner and possessor of the land hereinafter described, to-wit:

One acre of land in Baldwin County, Alabama, more particularly described as follows:

Witness my hand and seal of the Court this 1st day of September, 1940.

AS:

Complainant:

E. A. McDANIEL

NO. 635.

IN EQUITY.

WITNESSE MY HAND AND SEAL OF THE COURT THIS 1ST DAY OF SEPTEMBER, 1940.

IN THE CIRCUIT COURT OF

635

RECORDED

RECORDED

NOTICE TO SHERIFF AND
RESPONDENT:

S. A. MCDANIEL,
Complainant,
VS.
T. E. SELLERS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY.

Executed June
1st 1948 by
Pending copy of
Within an

J. E. Sellers the
Sept W. R. Stewart
Sheriff

By B. H. Brea
S. J.

RECORDED

FINAL DECREE:

S. A. McDANIEL,
Complainant,
VS.
T. E. SELLERS,
Respondent..

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY,
NO. 635.

*Filed September 27, 1940
R. S. Prueck, Register*