

REYNOLDS BROTHERS LUMBER

COMPANY, INC.,

PLAINTIFF

DEFENDANT

VS:

CLYDE EWING,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

GASE NO. 5330

DEMURRER

Comes the Defendant and demurs to the Flaintiff's complaint separately and severally:

1. On the grounds that it does not state a cause of action.

Plaintiff demands trial by jury.



THE STATE OF ALABAMA COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA.....GREETING:

You are hereby commanded to summons Clyde Ewing to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Reynolds Brothers Lumber Company, Inc., a corporation.

Witness my hand this 19 day of Oct

COMPLAINT

Reynolds Brothers Lumber Company, Inc.,) Plaintiff

Clyde Ewing

Defendant

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

The plaintiff claims of the defendant the sum of Three Hundred Forty Two and 94/100(\$342.94)Dollars, due by promissory note made by the defendant on the 18th day of November, 1958, and payable on the 18th day of December, 1958, with interest from the 18th day of November, 1958, at the rate of six (6%) per cent per annum.

The plaintiff claims of the defendant the sum of Three Hundred Forty Two and 94/100(\$342.94)Dollars, due by promissory note made by the defendant on the 18th day of November, 1958, and payable on the 18th day of December, 1958, with interest from the 18th day of November, 1958, at the rate of six (6%) per cent per annum.

Plaintiff avers that in and by the term of said note the defendant waived all right to exemption under the constitution and laws of the State of Alabama, and of this waiver plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the plaintiff further claims of the defendant the further and additional sum of Sixty Eight andno/100(\$68.00)Dollars, as such reasonable attorney's

James A. Brice

Attorney for Plaintiff

The defendant, Clyde Ewing, lives at Gulf Shores, Alabama

riff claims_

_miles at

Cents per mile total \$ 1.20 TAYLOR WILLINS, Sheriff

DEPUTY SHERIFF

OCT 18 196

By service on

No. 5330 Sheriff claims_ DEPUTY SHERE Reynolds Brothers. Inc. Clyde Ewing.

	\$ 342.94	Foley, Ala.	November 18	19 58
iRst Parmeir ve. Dec 18	To pay \$15.00 per month	after date, without gr	race I pr	omise to pay
958	to the order of Reynolds Broth	ers Lumber Co.		
1	Three Hundred forty-two & for value received, with interest at six	94/100 from fro	m date	Dollars
	mandal world MEIE' /	71214 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	DO DIMOTIFICA +	UMBER CO.
	PAYABLE AT WARMERS AT The parties to this instrument, whether maker, en	idorser, surety or guarantor, each	for himself, hereby sever the constitution and laws o	ally agrees to pay of Alabama, or any
-	The parties to this instrument, whether maker, en this note and waives as to this debt, or any renewal ther other State, as to personal property and they each sever or secure this note, including a reasonable attorney's feed of the severally was ments necessary to hold them, and they agree that time Bank at which this note is payable is hereby authorize bank belonging to the maker, surety, endorser, guaranto	erally agree to pay all costs of col- e, whether the same be collected of ives demand, presentment, protest, of payment may be extended with d to apply on or after maturity to	or secured by suit or other or notice of protest, suit and thout notice to them of su the payment of this debt	rwise, and maker, I all other require-
	pank belonging to the maker, bally,	- Clybe	Ewan 1	Seal
No	Due	<u> </u>		Seal

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

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