JAMES A. BRICE

ATTORNEY AT LAW Foley, Alabama

P.O.Box 298

WHITEHALL 3-360

September 24, 1963

Mrs. Alice J. Duck Circuit Clerk Bay Minette, Alabama

Re: Max M. Foreman

Vs: Yantis E. Stafford

Jury, No. 5510

Dear Mrs. Duck

Please ask Judge Hall to mark the docket sheet as settled between parties, costs taxed against defendant.

The cost bill may be sent to Mr. Stafford at Gulf Shores or to his attorney, Arthur Epperson.

Sincerely,

James A. Brice

JAB:j

cc: Mr. Arthur Epperson Foley, Alabama

MAX M. FO	REMAN)	
	Plaintiff)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	•
YANTIS E.	STAFFORD, SR.) .	AT LAW
	Defendant)	

Plea One

The defendant for answer to the said complaint saith that there was no consideration for the execution of the note described in the complaint.

Plea Two

The defendant for answer to the said complaint saith that the note described in the complaint has been paid before the commencment of this suit.

Plea Three

Now comes the defendant for further answer to the complaint in this cause heretofore filed, pleads, in short by consent, as follows:

Counterclaim in the amount of \$750.00

Attorney for the Defendant

I hereby certify that I mailed a copy of the foregoing pleas this day, post-age prepaid and properly addressed to James A. Brice, Attorney of Record for the plaintiff.

This the Tenth day of June, 1963.

Attorney for the Defendant

The Defendant demands a trial by jury.

Attorney for the Defendant

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SUMMONS

THE	STA	TE	OF	ALABAMA)	IN	THE	CIRCUIT	COURT	OF
COUNT	TTY	OF	BALDWIN)	Bal	LDWI	COUNTY	, ALAB	AMA	
					AT	AT LAW				

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

You are hereby commanded to summons Yantis E. Stafford, Sr., 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 Max. M. Foreman.

Witness my hand this 19 day of March 1963.

Michaele Clerk

COMPLAINT

Max M. Foreman,
Plaintiff

Vs.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The plaintiff claims of the defendant the sum of Four Hundred Fifty and no/100 (\$450.00) Dollars, due by promissory note made by the defendant on the 25th day of October, 1961, and payable on the 26th day of December, 1961, with interest from the 26th day of December, 1961, at the rate of eight (8%) per cent per annum.

The plaintiff claims of the defendant the sum of Four Hundred Fifty and no/100 (\$450.00) Dollars, due by promissory note made by the defendant on the 25th day of October, 1961, and payable on the 26th day of December, 1961, with interest from the 26th day of December, 1961, at the rate of eight (8%) per cent per annum.

Plaintiff avers that in and by the terms 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 Ninety and no/100(\$90.00) Dollars, as such reasonable attorney's fee.

James A. Brice

Attorney for Plaintiff

The defendant, Yantis E. Stafford, Sr., resides at Gulf Shores, Alabama

Enf-5-10-63

Yantis E. Stafford, Sr.

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MAX M. FOREMAN

PLAINTIFF

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

YANTIS E. STAFFORD, SR.

DEFENDANT

AT LAW, NO. 5510

MOTION TO STRIKE

Comes now the platinff and moves to strike the answer and plea of set off "in short by consent" according to Plea Three heretofore filed by the defendant, and as grounds therefor would show unot this court as follows:

- 1. That plaintiff has not given any consent to the filing of any such pleading in short by consent.
 - 2. That such pleading is not legally sufficient.

Further comes the plaintiff and moves to strike the demand for trial by jury heretofore filed in said cause by defendant, and for grounds therefor would show:

- 1. That defendant was served with summons and complaint on May 10, 1963.
- 2. That on June 12, 1963, more than thirty days following service, defendant filed his demand for trial by jury.
- 3. That demand for trial by jury was filed more than thirty days after summons and complaint and contrary to the laws of the State of Alabama to so entitle defendant to trial by jury.

Attorney for Plaintiff



STATE OF ALABAMA BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Fred Baker to appear within thirty 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 Lords Tire and Supply Company. Inc., a Corporation.

WITNESS MY HAND this // day of March, 1963.

Defendant's address is Route 2, Box 232, Bay Minette, Alabama.

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LORDS TIRE AND SUPPLY COMPANY, INC., A Corporation,

Plaintiff.

FRED BAKER,

VS.

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

COMPLAINT

COUNT ONE

The plaintiff claims of the defendant the sum of Seventyfour Dollars and Sixty Three Cents (\$74.63) for the breach of an agreement heretofore made and entered into by and between the Plaintiff and the Defendant on February 7, 1961, whereby the defendand agreed to pay to the plaintiff the sum of One Hundred Eightyseven Dollars and Seventy-two Cents (\$187.72) and the plaintiff avers that although the defendant has paid part of the said amount he has failed and refuses to pay the balance due under the said agreement.

Plaintiff further avers that in and by the terms of the said agreement the defendant agreed to pay a reasonable attorney's fee

in the event an attorney was employed to collect, or to attempt to collect the amount provided for in said agreement to be paid or any portion thereof, which attorney's fee the plaintiff avers to be Twenty-five Dollars which it herewith claims.

Actorney for Plaintiff

FILED

MAR 18 1963

MIRE I. BUCK, CLERK REGISTER