

FRED C. GRIFFIN, individually
and doing business as GRIFFIN
MOTOR SUPPLY

Plaintiff

vs

ADRIAN L. QUINLEY

Defendant

X

X

X

X

X

X

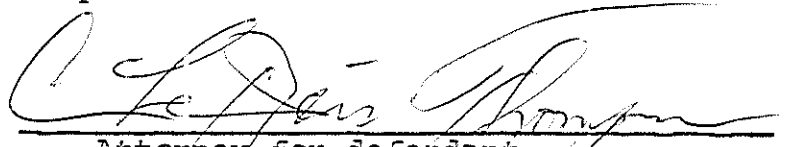
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

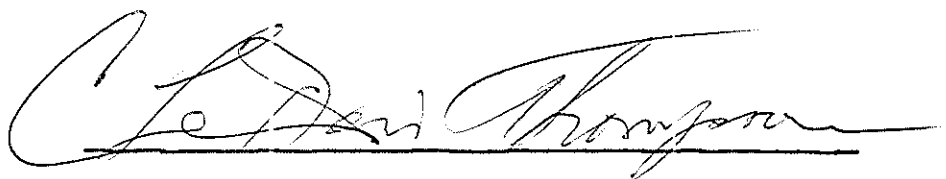
AT LAW NO. 7363

Comes the defendant in the above styled cause and for
demurrer to the complaint filed in said cause and to each
count of said complaint separately and severally shows unto
this Honorable Court as follows:

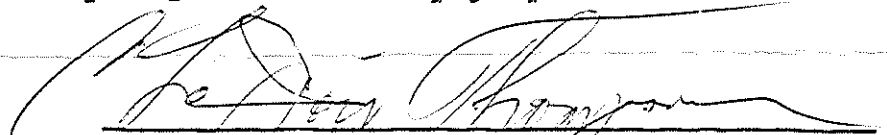
1. Said complaint does not state a cause of action.
2. That for aught alleged in said complaint, there has not
been an accounting between the parties.


Attorney for defendant.

I hereby certify that I have this 3rd day of March, 1967,
mailed a copy of the foregoing to Honorable Norborne C. Stone,
attorney for plaintiff, to his address in Bay Minette, Alabama,
by depositing a copy of same in the U. S. Mail, postage prepaid.



Defendant respectfully requests trial by jury.


Attorney for defendant.

FILED
MAR 8 1967
ALB L. BUNK, CLERK
REGISTER

FRED C. GRIFFIN, individually X
and doing business as GRIFFIN X
MOTOR SUPPLY X

Plaintiff X

vs X

ADRIAN L. QUINLEY X

Defendant X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 7363

Comes your defendant in the above styled cause and for answer to the complaint filed in said cause and to each count thereof separately and severally says as follows:

1. He denies the allegations of said complaint.
2. He denies the allegations of Count one of said complaint.
3. He denies the allegations of Count Two of said complaint.
4. He denies the allegations of Count Three of said complaint.

5. The defendant for answer to the complaint saith that there was no consideration given by the plaintiff to the defendant for the execution of the alleged note. That the goods and merchandise to-wit, automobile parts, were delivered by the plaintiff to the defendant on or about July 1, 1957, under an oral agreement, that the said plaintiff would insure the said defendant against obsolescence of the said parts and the said defendant would pay to the said plaintiff the reasonable market price of each, any and all of said parts which said defendant used or disposed of in the course of his said business and the said plaintiff agreed upon such payments to maintain said inventory.

The agreement further provided that subject to the insured agreement with the said plaintiff as to obsolescence, said defendant would purchase said inventory as later identified by the said note, making such payments at the convenience of the defendant as the said inventory justified.

That said agreement has been breached by the said plaintiff, in that to-wit, \$4,000.00 of said inventory is obsolete and the said plaintiff has failed or refused to carry out the agreement set out herein to withdraw and replace said obsolete parts with current

automobile parts.

6. Your defendant further shows that the alleged note, executed without consideration, was executed only as a security for the parts deposited with your said defendant and by agreement with the said plaintiff was not to bear any interest whatsoever.


7. Your defendant further shows that the note subject of this suit was executed by the defendant without consideration under the agreement that said note was to represent a note receivable, in the accounts of the said plaintiff in substitution of the stock of automobile parts placed in the possession of the said defendant as a convenience to the said plaintiff and as a bookkeeping justification for said plaintiff.

8. The defendant for answer to the complaint saith that he tendered to the plaintiff the amount due to him to-wit, \$4,000.00 in value being the said parts delivered by the plaintiff to the defendant and which parts had become obsolete and had not been replaced by the said plaintiff in accordance with the said agreement between the parties that plaintiff would keep said automobile parts current, said tender being before this said action was commenced and now shows to this Court that he is and always has been ready and willing to perform his said contract with the plaintiff and to deliver the said chattels to the Court or to the plaintiff and offered to do so before this said action was commenced.

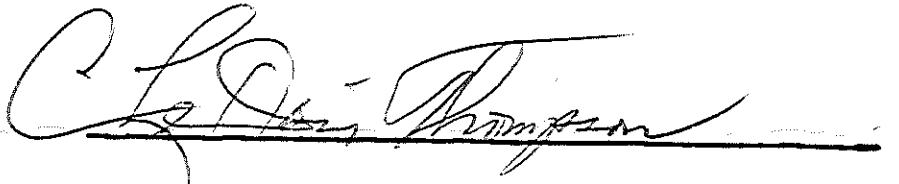
9. The defendant for answer to said complaint saith that he has paid the debt for the recovery of which this suit was brought before the action was commenced.

10. The defendant as a defense to the action of the plaintiff saith that at the time said action was commenced the plaintiff was indebted to him in the sum of \$4,000.00, being the value of parts which the plaintiff failed to deliver to the said defendant

together with the sum of \$383.05 which said defendant has paid over to the said plaintiff in excess of his said agreement covering the automobile parts subject of this action which sums of money said defendant hereby offers to set off against the demand of the plaintiff and claims judgment for the excess.


Attorney for defendant.

I hereby certify that I have this 17 day of August, 1967, served a copy of the foregoing answer on Honorable Norborne C. Stone, attorney for plaintiff, by depositing copy of same in the U. S. Mail, postage prepaid, properly addressed to his office in Bay Minette, Alabama.



FILED

AUG 17 1967

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Adrian L. Quinley 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 same, then and there to answer the complaint of Fred C. Griffin, individually and doing business as Griffin Motor Supply.

Witness my hand this 20th day of February, 1967.

Alice J. Duck
Clerk

FRED C. GRIFFIN, individually X
and doing business as GRIFFIN X
MOTOR SUPPLY, X

Plaintiff, X

vs.

ADRIAN L. QUINLEY, X

Defendant. X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

7362

COUNT ONE:

The Plaintiff claims of the Defendant Six Thousand One Hundred and Fifty Dollars and Fifteen Cents (\$6,150.15), due by promissory note made by him on the 4th day of September, 1957 and payable on the 4th day of September, 1958, with interest thereon, said promissory note being under seal and the last payment on which was made by the Defendant to the Plaintiff on the 14th day of August, 1963.

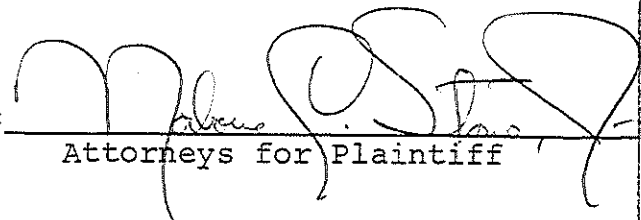
COUNT TWO:

The Plaintiff further alleges that in and by the terms of said promissory note the Defendant waived as to the debt evidenced thereby, or any renewal thereof, all right to exemption under the Constitution and laws of Alabama, or any other State, as to personal property, and the Plaintiff does hereby claim the benefit of said waiver.

COUNT THREE:

The Plaintiff further alleges that in and by the terms of said promissory 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, whether the same be collected or secured by suit or otherwise; and the Plaintiff claims of the Defendant the further and additional sum of Nine Hundred Dollars (\$900.00) as such reasonable attorney's fee.

CHASON, STONE & CHASON

By: 
Attorneys for Plaintiff

The Defendant resides in
Bay Minette, Alabama.

67-2-8-67

FILED
FEB 8 1967
ALB L. DICK, CLERK
REGISTER