

CECIL G. CHASON

ATTORNEY-AT-LAW
FOLEY, ALABAMA 36535

November 14, 1968

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Dear Mrs. Duck: Re: Foley Tractor Company, Inc., a
 Corporation
 vs
 Virgil V. Rhodes, No. 7705

Foley Tractor Company, Inc., a
Corporation, vs
Virgil V. Rhodes, No. 7720

Enclosed please find Amended Complaints in the above
referenced cases, copies of which I have this day mailed to
the Honorable Tolbert M. Brantley.

Yours very truly,



CG. CHASON

CGC:dmc

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 7720

Come now C. G. CHASON, Attorney of record for the Plaintiff and TOLBERT M. BRANTLEY, Attorney of record for the Defendant and agree and consent that the demand for trial by jury heretofore demanded by the Defendant be withdrawn and further consent to a judgment without a jury.

C. G. Chason
Attorney for Plaintiff

Tolbert M. Brantley
Attorney for Defendant

FILED

JUN 11 1969

ALBERT B. BUCK CLERK REGISTER

FOLEY TRACTOR COMPANY,)	IN THE CIRCUIT COURT OF	
INC., A CORPORATION,)		
)	BALDWIN COUNTY, ALABAMA	
Plaintiff)		
)	AT LAW	NO. 7720
vs)		
)		
VIRGIL V. RHODES,)		
)		
Defendant.)		

AMENDED COMPLAINT

COUNT ONE

Plaintiff claims of the Defendant the sum of ONE THOUSAND THREE HUNDRED SEVEN AND 16/100 DOLLARS (\$1,307.16) due from him by promissory note executed by the Defendant on, to-wit: the 29th day of November, 1961, which sum of money, with interest thereon is still due and unpaid. Plaintiff further avers that said promissory note has been duly negotiated and assigned to the Plaintiff as owner.

Plaintiff further claims of the Defendant a reasonable attorney's fee, which said attorney's fee Defendant agreed in said promissory note to pay.

COUNT TWO


The Plaintiff claims of the Defendant ONE THOUSAND THREE HUNDRED SEVEN AND 16/100 DOLLARS (\$1,307.16) damages for the breach of a written agreement entered into between them on, to-wit, the 29th day of November, 1961, in substance as follows: for and in consideration of the plaintiff's selling, transferring and delivering one Lennox Dryer with attachments and one Massey Ferguson hayrake with tires, the Defendant promised to pay for said goods and chattels on a time balance in installments of FIVE HUNDRED ONE AND 80/100 DOLLARS (\$501.80), payable semi-annually with the payments due on the 15th day of June, 1962, and the 15th day of December, 1962 and on the 15th day of June and the 15th day of December of each successive year thereafter with the last payment due on June, 15, 1965, and the Plaintiff says that, although he has complied with all of its provisions on his part, the Defendant has failed to comply with the following provisions thereof, viz: that even though the Defendant promised to pay on a time balance for the

chattels and goods hereinabove set out, which were duly sold and delivered to him by the Plaintiff, the Defendant breached his promise and agreement by not paying for the chattels and goods on the time balance agreed upon.

Plaintiff further claims of the Defendant a reasonable attorney's fee, which Defendant agreed in a written agreement to pay.


C. G. Chason
Attorney for Plaintiff

I do hereby certify that I have mailed a copy of the above complaint to the Honorable Tolbert Erantley by placing the same, postage prepaid in the U. S. Post Office in Foley, Alabama, on this the 15 day of November, 1968.



FILED

NOV 20 1968

ALICE J. DUCK CLERK
REGISTER

FOLEY TRACTOR COMPANY,
INC., a Corporation,

Plaintiff,

VS.

VIRGIL V. RHODES,

Defendant.

)
) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW
)
) CASE NO. 7720
)
)

DEMURRER

Comes now the Defendant in the above styled cause and files the following Demurrers to the Plaintiff's Complaint:

1.

From the pleading in this case, the Defendant does not know whether he is being sued on a promissory note or conditional sales agreement.

2.

There is a misjoinder of causes of action in this cause.

WILTERS & BRANTLEY

BY:

Tolbert M. Brantley

The Defendant demands a trial by jury.

WILTERS & BRANTLEY

BY:

Tolbert M. Brantley

FILED

SEP 26 1967

ALICE J. DUCK

CLERK
REGISTER

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 21st day of Sept 1967 served a copy of the foregoing on my co-defendant for all parties to this cause in accordance with the Rules of the United States District Court for the Southern District of Alabama.

Tolbert M. Brantley

STATE OF ALABAMA)
COUNTY OF BALDWIN)

To any sheriff of the State of Alabama:

You are hereby commanded to summon VIRGIL V. RHODES to appear within thirty days from the service of this writ in the Circuit Court of Baldwin County, to be held for said County at the place of holding the same, then and there to answer the complaint of FOLEY TRACTOR COMPANY, INC., a corporation.

Witness my hand, this 1st day of ~~August~~ ^{Sept.}, 1967.

Alice J. Duck
Alice Duck
Circuit Clerk

FOLEY TRACTOR COMPANY,
INC., A CORPORATION,
PLAINTIFF

VS.

VIRGIL V. RHODES,
DEFENDANT.

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)

) AT LAW, NO. 7720
)
)
)
)
)

Plaintiff claims of the Defendant the sum of ONE THOUSAND THREE HUNDRED SEVEN AND 16/100 DOLLARS (\$1,307.16) due from him by promissory note and conditional sales agreement executed by the defendant on, to-wit: the 29th day of November, 1961, which sum of money, with interest thereon, is still due and unpaid. Plaintiff further avers that said promissory note and conditional sales agreement has been duly negotiated and assigned to the plaintiff as owner.

Plaintiff further claims of the Defendant a reasonable attorney's fee, which said attorney's fee Defendant agreed in said promissory note and conditional sales agreement to pay.

James W. Howell
James W. Howell
Attorney for Plaintiff

FILED

SEP 1 1967

24-9-5-67

VOL

61 PAGE 61

ALICE J. DUCK CLERK
REGISTER

James W. Howell

Figure 1 is a line graph showing the relationship between the percentage of total effort and the percentage of total catch for five fish species. The x-axis represents the 'Percentage of total effort' from 0 to 100, and the y-axis represents the 'Percentage of total catch' from 0 to 100. The species and their corresponding lines are: Yellow perch (solid line), Rock bass (dashed line), White perch (dotted line), Striped bass (dash-dot line), and Bluegill (dotted line). Yellow perch shows a high catch percentage for a low effort percentage, while the other species show lower catch percentages for the same effort levels.

[illegible]