

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. BOX 120

BAY MINETTE, ALABAMA 36507

JOHN CHASON  
NORBORNE C. STONE, JR.  
JOHN EARLE CHASON  
EBERHARD E. BALL

TELEPHONE 937-2191

January 15, 1970

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

Dear Mrs. Duck:

Re: Monroe v. Bryars  
Non-Jury Case No. 8783

Please be advised that we are hereby withdrawing  
as attorneys for Charles Monroe in the above styled case.

Thank you for your assistance and for past favors.

Yours very truly,

CHASON, STONE & CHASON

By: Eberhard E. Ball

EEB:jb

cc: Charles Monroe  
Honorable C. LeNoir Thompson

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 Tommy Bryars 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 Charles Monroe.

WITNESS my hand this 3rd day of July, 1969.

Alice J. Luck  
Clerk

CHARLES MONROE,

X

Plaintiff,

X

IN THE CIRCUIT COURT OF

v.

X

BALDWIN COUNTY, ALABAMA

X

TOMMY BRYARS,

X

AT LAW

Defendant.

X

8783

COUNT ONE

The Plaintiff claims of the Defendant Two Hundred Dollars (\$200.00), for money on to-wit: the 5th day of June, 1969, had and received by the Defendant to the use of the Plaintiff, which sum of money, with interest thereon, is still unpaid.

COUNT TWO

The Plaintiff claims of the Defendant Two Hundred Dollars (\$200.00), damages for deceit in the sale of an automobile, to-wit, a 1959 Chevrolet Impala, and representing to the Plaintiff that said auto was mechanically and structurally sound, which the

Defendant at the time of the sale knew to be mechanically and structurally unsound.

CHASON, STONE & CHASON

By: Edward E Ball

FILED

JUL 3 1969

ALICE J. DUCK CLERK  
REGISTER

Ed/  
7-7-69

Received 3 day of July 1969  
and on 7 day of July 1969  
I served a copy of the within on Tommy Bryars

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W. A. Lambert D.S.

5 miles South of Bay

Sheriff claims 10 miles at  
Ten Cents per mile Total \$ 1.00  
TAYLOR WILKINS, Sheriff  
BY Robert DEPUTY SHERIFF

CHARLES MONROE,  
Plaintiff,  
v.

TOMMY BRYARS,  
Defendant.

*Bay Minette  
\*\*\* Operates Used Car Lot at  
old Still Motor Co. Bldg \*\*\**

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

\*\*\*\*\*

SUMMONS AND COMPLAINT

\*\*\*\*\*

FILED

JUL 8 1969

ALICE J. DUCK CLERK  
REGISTER

CHASON, STONE & CHASON  
ATTORNEYS AT LAW  
P. O. Box 120  
BAY MINETTE, ALABAMA

CHARLES MONROE

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

TOMMY ERYARS

X

AT LAW NO. 8783

Defendant

X

Comes the defendant, for answer to the complaint filed in said cause and to each count and shows as follows:

COUNT ONE

He denies the allegations of said complaint as untrue.

COUNT TWO

The defendant for answer to the complaint, that, at the time of the making of the contract he was a minor under the age of 21 years.

COUNT THREE

The defendant claims of the plaintiff \$100.00, due by promissory note made by him on the 9th day of June, 1969, and payable on the 5th day of July, 1969.

COUNT FOUR

Comes the defendant and, without in any way confessing the plaintiff's claim or demand, as a defense to the action of the plaintiff, says: That at the time said action was commenced, the plaintiff was indebted to the defendant in the sum \$100.00, as set out in the said cause copy attached and made a part hereof, for all of which the said plaintiff is indebted to defendant in the sum of \$100.00.

  
Attorney for defendant

FILED

AUG 1 1969

ALICE J. DUCK

CLERK  
REGISTER



# BALDWIN COUNTY BANK

61-258  
651

BAY MINETTE, ALA.

July 5 1969

PAY TO THE  
ORDER OF

Tommy Bayers

\$100.00

One Hundred Dollars

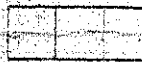
&  $\frac{00}{100}$

DOLLARS

COUNTER CHECK

Charles Thomas

⑆0651⑆0258⑆



Pay to the order of Tommy Bayers  
One Hundred Dollars & no 100 down to  
on one 1959 Chevy coupe on the 9th  
day of June 1969. Pay other hundred the  
5th day of July 1969. Sold by  
Tommy Bayers

Charles Thomas

CHARLES MONROE, X  
Plaintiff, X IN THE CIRCUIT COURT OF  
vs. X BALDWIN COUNTY, ALABAMA  
TOMMY BRYARS, X AT LAW NO: 8783  
Defendant. X

DEMURRER TO PLEAS

Comes now the Plaintiff in the above styled cause, by his attorneys, and demurs to the Pleas heretofore filed, separately and severally, and in support thereof assigns the following separate and several grounds:

1. The allegations contained in the Pleas are mere conclusions of the Pleader.
2. The allegations of the Pleas are vague, indefinite and uncertain.
3. Defendant's purported Plea of Recoupment fails to state a cause of action.
4. The hand-written memoranda attached to the Defendant's Plea and made a part thereof are of no legal force and effect.

Respectfully submitted,

CHASON, STONE & CHASON

By: *Charles E Ball*  
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 17th day of August, 1969.

*Charles E Ball*

E VOL 62 PAGE 842

**FILED**

AUG 11 1969

**ALICE J. DUCK** CLERK  
REGISTER

~~E VOL 62 PAGE 842~~

CHARLES MONROE,	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
Vs.,	)	AT LAW
TOMMY BRYARS,	)	
Defendant.	)	CASE NUMBER: 8783

Comes the defendant and amends his answer to the complaint filed in said cause and to each count thereof and shows as follows:

COUNT ONE

He denies the allegations of said complaint as untrue.

COUNT TWO

The defendant for answer to the complaint, that, at the time of the making of the contract he was a minor under the age of 21 years.

COUNT THREE

The defendant says that the said automobile subject of this suit was purchased by the plaintiff for the sum of \$200.00 and the said plaintiff paid thereon the sum of \$100.00 in money and the sum of \$100.00 by a post dated check and a written agreement acknowledging the indebtedness of the said \$100.00 set out in the post dated check.

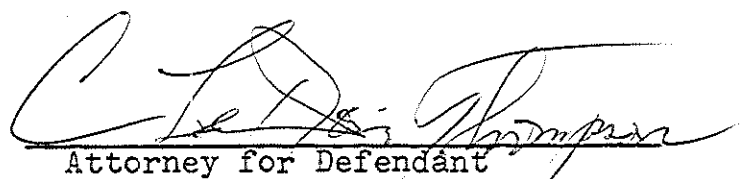
COUNT FOUR

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 \$100.00, by post dated check dated July 5, 1969 and written agreement dated July 5, 1969 both in the amount of \$100.00 payable to the said defendant and said balance of \$100.00 is due and unpaid.

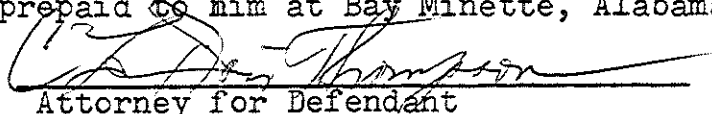
**FILED**

JAN 15 1970

**ALICE J. DUCK** CLERK  
REGISTER

  
Attorney for Defendant

I hereby certify that I have this the 15th day of January, 1970, served a copy of the foregoing amendment on Honorable ~~Edward~~ E. E. Ball by mailing postage prepaid to him at Bay Minette, Alabama.

  
Attorney for Defendant