

HENRY MEANS,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
W. O. WIGGINS,	X	
Defendant.	X	AT LAW
	X	

MOTION TO TRANSFER CAUSE FROM LAW SIDE  
TO EQUITY SIDE OF COURT

Comes now the Plaintiff in the above styled cause, by his attorneys, and alleges that he has an equitable right in the above styled cause which he does hereby claim.

The Plaintiff respectfully represents and shows that the substance of his equitable right is as follows:

1. The Plaintiff and the Defendant are each over the age of twenty-one years and resident citizens of Baldwin County, Alabama.

2. That on heretofore, to-wit: the 18<sup>th</sup> day of April, 1958, the Plaintiff Henry Means and the Defendant W. O. Wiggins, entered into a written contract for the sale by the Defendant to the Plaintiff of the property described in the original complaint in this cause. A copy of said contract is attached hereto, marked Exhibit A and by reference made a part hereof as though fully incorporated herein.

3. Immediately after said contract was made and entered into the Plaintiff was given possession of said property and made all of the payments due under said contract up to and including the payment due July 5, 1958. The Plaintiff alleges that he did not make the payment due subsequent to July 5, 1958, and he is now in default under said contract due to the fact that the Defendant has refused to accept any further payments under said contract and has repossessed said property, such repossession being made by the Defendant on, to-wit: July 17, 1958.

4. The Plaintiff further alleges that he has made certain improvements and additions to the property described in the original complaint including the attachment thereto of five hundred (500) feet of one-half ( $\frac{1}{2}$ ) inch cable at a cost to him of One Hundred Fourteen Dollars (\$114.00) and has made numerous repairs and improvements to

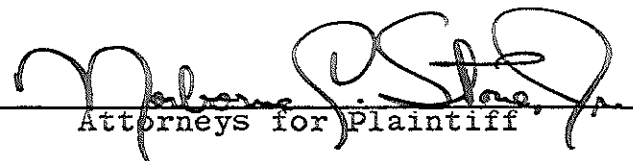
the engine on said skidder greatly improving the same and enhancing the value of such skidder.

5. The Plaintiff is ready, willing and able to pay the balance due under said contract and he does hereby offer to do equity in the premises.

WHEREFORE, the said Plaintiff files in this cause his written motion and moves this Honorable Court to make and enter an order transferring this cause from the law side of the court to the equity side of the court.

Respectfully submitted,

CHASON & STONE

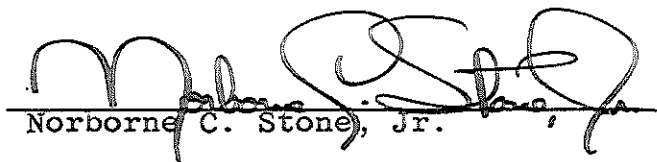
By:   
Attorneys for Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Blanche White, a Notary Public in and for said County in said State, personally appeared Norborne C. Stone, Jr., who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That he is one of the attorneys for the Plaintiff in the above styled cause and the facts alleged in the foregoing motion are true and correct according to the best of his information, knowledge and belief.

  
Norborne C. Stone, Jr.

Sworn to and subscribed before me  
on this the 19th day of March,  
1959.

Blanche White  
Notary Public, Baldwin County, Alabama

Filed March 19, 1959  
Alice J. Luck, Register

Sold April 18th 1958

Baldwin Co. Alabama

This Agreement between Odia Wiggins, Hurricane, Ala. hereinafter called the seller and Henry Means hereinafter called the buyer. The buyer has rec. the following property from the seller - 1-1948 Chev. Skidder F E A 128 745 Motor. And the buyer agrees to pay for said property the sum of \$360.00 in payable installments of \$15.00 per week.

The said property shall remain wholly in the seller untill the buyer shall pay the full amount of price stated above. The buyer agrees, that if he shall fail to pay when and as due said note or any installment or if the buyer should move said property of State of Alabama or if default in any installment or any other default in the terms by the buyer Seller may at its option immediately take said property with or without legal proceedings free of any further claim on the part of the buyer and may retain all money paid on account of the purchase price as payment of reasonable rental of use of said property. The theft, loss or destruction to said property does not relieve buyer from liability for the full ammount of note and the buyer does not have right to sell said property with out Sellers written consent.

Seller    /s/ W. O. Wiggins  
Buyer     /s/ Henry Means  
Witness   /s/ Ruth Wiggins

