

(12)

ALABAMA POWER COMPANY, Plaintiff,  
vs.  
J. C. HANSEN, Defendant.)

) CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW.

Comes the plaintiff in the above styled cause and amends  
*Complaint*  
its ~~plea~~ by adding thereto COUNT FIFTH as follows:

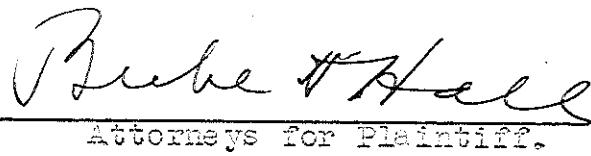
The plaintiff claims of the defendant the sum of ONE HUNDRED TWENTY-THREE DOLLARS (\$123.00) for this that, on, to-wit, the 29th day of October, 1930, said defendant entered into a contract with the plaintiff to purchase from the plaintiff One RA 54 White H.P. Range for and at the agreed purchase price of One Hundred Forty-four and 20/100 Dollars (\$144.20), and paid thereon the sum of Five Dollars (\$5.00), the balance of which said purchase price, under and by the terms of said contract of purchase, was to be paid Five and 80/100 Dollars (\$5.80) on the 5th day of each month thereafter until the balance of said purchase money has been paid in full; that the said defendant paid thereon Five Dollars (\$5.00) on the 3rd day of January, 1931, Five and 80/100 Dollars (\$5.80) on the 9th day of February, 1931, and Five and 80/100 Dollars (\$5.80) on the 12th day of March, 1931, but that thereafter he made no payments thereon; that a payment was due thereon in the sum of Five and 80/100 Dollars (\$5.80) on April 5, 1931, which said payment and all subsequent payments thereon have not been paid by the said defendant; that in and by the terms of the said contract the defendant agreed that should he, the purchaser, fail to pay any installment as it fell due, all unpaid installments should become immediately due and payable, and that the said defendant, having failed to pay said installment due April 5, 1931, the entire balance of the said agreed purchase money, namely, One Hundred Twenty-three Dollars (\$123.00) became immediately due and payable. In the defendant has breached the

Plaintiff further alleges that in and by the said contract the defendant agreed that the loss or destruction of such property should be at the risk of the purchaser and such loss or destruction should not release the purchaser from the obligation to pay the balance due thereunder.

That the defendant has breached the said contract in that he has failed to pay the said installment due on April 5, 1931, and failed and refused to pay the balance due on said contract, namely, One Hundred Twenty-three Dollars (\$123.00).

Plaintiff further alleges that in and by the said contract to purchase the defendant agreed to pay all cost of collecting or attempting to collect, including a reasonable attorney's fee, and the plaintiff claims from the defendant the further and additional sum of TWENTY-FIVE DOLLARS (\$25.00) as a reasonable attorney's fee in the premises, and the said defendant has further breached the said contract in that he has failed and refused to pay such attorney's fee.

Plaintiff further alleges that in and by the said contract the defendant waived as to said indebtedness thereunder all rights of exemption as to personal property under the laws of this state or any other state, and the plaintiff claims the benefit of said waiver of exemption.

  
Burke O'Hall  
Attorneys for Plaintiff.

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Held Typhoon 38 1925  
Rekha Dutt  
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ALABAMA POWER COMPANY,  
a Corporation,

Plaintiff,

vs.

J. C. HANSEN,

Defendant.

)  
IN THE CIRCUIT COURT OF  
Baldwin County, Alabama.

AT LAW.

Comes Defendant and for answer to Plaintiff's  
Complaint and each count thereof separately and severally says:

1. That the facts therein alleged are untrue.

J. C. Hansen

Defendant demands  
Trial by Jury.

J. C. Hansen

RECORDED  
12/1/33

ALABAMA POWER COMPANY,  
a Corporation,

VS.

J. C. HANSEN,

CIVIL JURY CASE.

DEMURRER

FILED 30 DAY OF  
DECEMBER, 1933.

M. A. Stone  
M. A. Stone,

ALABAMA POWER COMPANY,  
a Corporation,

Plaintiff,

VS.

J. C. HANSEN,

Defendant.

IN THE CIRCUIT COURT OF  
BAIRDWIN COUNTY, ALABAMA.

AT LAW.

Comes Defendant and for answer to Plaintiff's  
Complaint and each count thereof seperately and severally says:

1. That the facts therein alleged are untrue.

J. E. Hansen

Defendant demands  
Trial by Jury.

J. E. Hansen

ALABAMA POWER COMPANY,  
A Corporation,

Plaintiff,

-vs-

J. C. HANSEN,

Defendant.

IN THE CIRCUIT COURT - AT LAW  
STATE OF ALABAMA  
BALDWIN COUNTY.

Now comes the Defendant in the aforesaid cause, and  
files this additional Plea:-

PLEA #A.

The Defendant says that the Plaintiff should not re-  
cover in this suit for in this:- That the Note which is the  
basis of this suit was executed to the Alabama Power Company for  
the purchase price of an electric range, to which said Alabama  
Power Company retained the title thereto until paid. The De-  
fendant further avers that said electric range was destroyed by  
fire and without Defendant's fault or consent.

Hoyt, Head & Chase  
Attorneys for Defendant.

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12  
ALABAMA POWER COMPANY,  
a Corporation,

VS.

J. C. HANGEN,

CIVIL JURY CASE.

DEMURRER

FILED 30 DAY OF  
DECEMBER, 1933.

*M. A. Stone*

M. A. Stone,

*12*

**ALABAMA POWER COMPANY,  
A Corporation,**

**P L E A.**

**Plaintiff,**

**V/S-**  
**J. C. HANSEN,**

**Defendant.**

**IN THE CIRCUIT COURT - AT LAW  
STATE OF ALABAMA  
BALDWIN COUNTY.**

**Filed August 21, 1934**

*R. J. [Signature]*  
**Clerk.**

ALABAMA POWER COMPANY, Plaintiff, } IN THE CIRCUIT COURT OF  
vs. } BALDWIN COUNTY, ALABAMA.  
J. C. HANSEN, Defendant. } AT LAW.

Comes the plaintiff in the above styled cause, and demurring to defendant's pleas "FIRST" and "SECOND", separately and severally, says:

(a) Said pleas do not allege that the demand claimed by the defendant against the plaintiff existed at the commencement of the suit.

(b) The said pleas offer to recoup a demand not arising out of the transaction set up in plaintiff's complaint.

(c) Said pleas do not show whether the defendant claims a set-off to plaintiff's action or to recoup the amount of his claim.

(d) Said pleas offer to set off or recoup against plaintiff's demand a debt sounding in damages merely.

(e) Said pleas claim a set-off or recoulement, but do not allege facts showing a cause of action by the defendant against the plaintiff.

(f) Said pleas claim damages for the negligence of plaintiff's servant, but do not allege that the said negligence was the proximate cause of defendant's damage.

(g) Said pleas claim damage for a defect in the article sold by the plaintiff to the defendant, but do not allege that the said defect was the proximate cause of defendant's demand.

(h) Defendant does not allege when the acts complained of were done by the plaintiff.

Buck O'Hall  
Attorneys for Plaintiff.

RECEIVED  
FEB 25 1955

RECEIVED  
FEB 25 1955

Filed

February 25 1955

Ruthie Duck

Chub

Buck

RECEIVED  
FEB 25 1955

STATE OF ALABAMA.

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon J. C. HANSEN 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 ALABAMA POWER COMPANY, a corporation.

Witness my hand, this 9<sup>th</sup> day of December, 1953.

M. A. Stone

Clerk.

ALABAMA POWER COMPANY,  
a corporation,

) IN THE CIRCUIT COURT OF

Plaintiff,

) BALDWIN COUNTY, ALABAMA.

vs.

) AT LAW.

J. C. HANSEN,

) Defendant.

1. The plaintiff claims of the defendant the sum of ONE HUNDRED TWENTY-THREE DOLLARS (\$123.00), with interest thereon, due from him by account on the 5th day of October, 1953.

2. The plaintiff claims of the defendant the sum of ONE HUNDRED TWENTY-THREE DOLLARS (\$123.00), with interest thereon, on account stated between the plaintiff and the defendant on the 5th day of October, 1953.

3. The plaintiff claims of the defendant the sum of ONE HUNDRED TWENTY-THREE DOLLARS (\$123.00), with interest thereon, for merchandise, goods and chattels sold by the plaintiff to the defendant on the 5th day of October, 1953.

which sums of money, with interest thereon, are still unpaid.

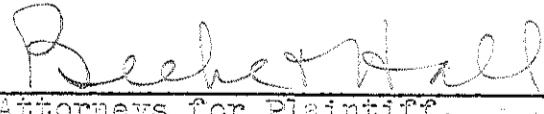
Attached to and made a part hereof is a verified itemized statement of the account sued on.

4. The plaintiff claims of the defendant the sum of ONE HUNDRED TWENTY-THREE DOLLARS (\$123.00), balance due by that certain

contract entered into by and between J. C. Hansen, defendant, and the plaintiff dated the 29th day of October, 1930, wherein and whereby the said defendant contracted and agreed to purchase from the said plaintiff one electric range for and at the agreed purchase price of \$144.20, payable \$5.00 cash and \$5.80 on the 5th day of each calendar month thereafter. Plaintiff alleges that in and by the said contract the said plaintiff delivered the said range to the said J. C. Hansen and that the said plaintiff has in all particulars fully complied with the said contract, but that the said defendant has breached the said contract, in that he has not paid the said installments when and as the same became due under the said contract, and there remains owing and unpaid under the said contract the sum of ONE HUNDRED TWENTY-THREE DOLLARS (\$123.00), with interest from the 5th day of October, 1933.

Plaintiff further alleges that in and by the said contract the said defendant agreed to pay all costs of collecting or attempting to collect, including a reasonable attorneys' fee, and plaintiff claims from the defendant the further and additional sum of TWENTY-FIVE DOLLARS (\$25.00) as a reasonable attorneys' fee in the premises.

Plaintiff further alleges that in and by the said contract the said defendant waived as to the indebtedness owing thereunder all right of exemption as to personal property under the laws of this or any other State. And plaintiff claims the benefit of the said waiver of exemption.

  
Beebe & Hall

Attorneys for Plaintiff.

## ALABAMA POWER COMPANY

Mobile, ALABAMAJ. C. HansenDATE Oct. 5, 1933Bay Minette, Ala.Acct. 56-841  
ORDER NO.SEND REMITTANCE TO ALABAMA POWER COMPANY, Mobile, ALABAMA

## WE CHARGE YOUR ACCOUNT WITH

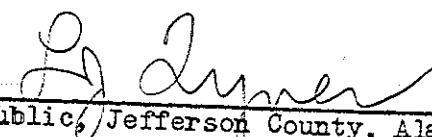
11-10-30	Range	\$144.20
11-10-30	Cash	\$5.00
1-3-31	"	5.00
2-9-31	"	5.40
3-12-31	"	<u>5.80</u>
		<u>21.20</u>
	Balance due-	\$123.00

STATE OF ALABAMA      )  
                        )  
JEFFERSON COUNTY      )

Before me, the undersigned authority, personally appeared M. P. Randall, of Birmingham, Jefferson County, Alabama, who, being by me first duly sworn, deposes and says that he is Assistant Treasurer of Alabama Power Company, a corporation; that as such officer he has knowledge of the foregoing and hereto attached account of Alabama Power Company against J. C. Hansen, Bay Minette, Ala., in the amount of \$ 123.00 ; that said account in the amount of \$ 123.00 is just, due and unpaid and that there are no set-offs or counterclaims against the same.



Sworn to and subscribed before me  
this Nov. 3, 1933.

  
G. Dyer  
Notary Public, Jefferson County, Alabama.

Docket Page 69

ORIGINAL SUMMON & COMPLAINT.

RECORDED

ALABAMA POWER COMPANY, A  
Corporation,

Plaintiff,

vs

J. C. HANSEN,

Defendant.

- - - - -

Filed December 2, 1933,

M. A. Stone  
Clerk.

Executed 9 day December 1933  
by serving copy of within Summons and  
Complaint on

J. C. Hansen

W.B. Stewart Sheriff  
By Deputy Sheriff Deputy Sheriff

ALABAMA POWER COMPANY,

Plaintiff,

-VS-

J. C. HANSEN,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA.

IN EQUITY.

Now come the defendant and files this his further plea to the complaint in this cause.

6. That the demand which plaintiff sues for is based upon the purchase price of an electric range which the plaintiff sold to the defendant retaining a vendor's lien thereon for the balance due on the purchase price. That one of the conditions of said sale the plaintiff agreed to install said electric range in the home of the defendant for his use and to make the connection with said range with its electrical service wires in a reasonably safe manner. And defendant further avers that plaintiff breached its said contract in this: That in installing said range and making connections between said range and its said service electrical wires it connected said service wires with the said electric range in such a manner as to cause the same to become super charged with electricity. And Plaintiff further avers that the flames from said super-charged range or wire having come in contact with the house of the defendant, said house was set afire and burned up, together with practically all of defendant's furniture which was located therein, and by the breach of the aforesaid contract by the plaintiff the defendant was damaged in the sum of, to-wit, THREE THOUSAND (\$3,000.00) DOLLARS, which he now offers to set out or recoup against the demand of the plaintiff and ask for judgment for the excess.

*John J. Hansen*  
\_\_\_\_\_  
Attorneys for Defendant

RECORDED  
Deeck  
7-442

AIBAMA POWER COMPANY,

Plaintiff,

-VS-

J. C. HANSEN,

Defendant

PLEA #6.

Filed Mar 30 1936  
Robert Deeks  
Chet

LAW OFFICES

HYBART, HEARD  
& CHASON  
BAY MINETTE, ALABAMA

ALABAMA POWER COMPANY,  
A Corporation,

Plaintiff,

-vs-

J. C. HANSEN,

Defendant.

} IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Comes the Defendant in the above styled cause and demurs to the Complaint in this cause filed, and to each and every count thereof, separately and severally, and as grounds therefor says:-

FIRST:

That said Complaint does not allege a cause of action.

Hyatt Head & Choate  
Attorneys for Defendant.

~~RECORDED~~

DEMURRER.

ALABAMA POWER COMPANY,  
A Corporation,

Plaintiff,

"VS"

J. C. HANSEN,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE  
STATE OF ALABAMA  
BALDWIN COUNTY.

Filed January 8th, 1934,

*W. M. Blodgett*  
\_\_\_\_\_  
W. M. Blodgett  
Clerk.

LAW OFFICES  
HYBART, HEARD  
& CHASON  
BAY MINETTE, ALABAMA