

44

STAUFFER, ESHLEMAN & COMPANY,
LTD., A Corporation,

Plaintiff,

vs.

JOHN H. SCHENK,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

DEMURRER

Comes now the defendant and demurs to the complaint of the plaintiff and to each and every count thereof separately and severally and as grounds for such demurrer says:

That said complaint does not state the cause of action against the defendant.

John H. Schenk

Attorney for Defendant.

RECORDED

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

STAUFFER, ESHLEMAN & COMPANY,
LTD., A Corporation,

Plaintiff,

VS

JOHN H. SCHENK,

Defendant.

DEMURRER

Filed May 17th 1934
W. C. Stone
Clerk.

Lloyd A. Magney,
Attorney for Defendant,
Foley, Alabama.

THIS IS A CORRECTION
TO THE ORIGINAL
FILED IN BALDWIN COUNTY,
ALABAMA, MAY 17, 1934.

RECORDED

BY

JOHN H. SCHENK

RECORDED

THIS IS A CORRECTION
TO THE ORIGINAL
FILED IN BALDWIN COUNTY,
ALABAMA, MAY 17, 1934.
RECORDED
BY
JOHN H. SCHENK
RECORDED
NOTICE TO SEVERAL PARTIES TO THIS SUIT
THAT THE COURT HAS ORDERED THAT THE
CASE BE REOPENED FOR THE PURPOSE OF
HEARING THE DEFENSE TO THE COMPLAINT
AND TO DETERMINE THE MERITS OF THE
CASE.

RECORDED - MAY 17, 1934

STATE OF ALABAMA

BALDWIN COUNTY

To any sheriff of the State of Alabama

You are hereby commanded to summon John H. Schenk, 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 Stauffer, Eshleman & Company, Ltd., a corporation.

Witness my hand, this 26 day of April, 1934.

M. A. Starn
Clerk of the Circuit Court

STAUFFER, ESHLEMAN & COMPANY,
LTD., a corporation,

Plaintiff,

Vs.

JOHN H. SCHENK

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

COUNT ONE

Plaintiff claims of the defendant \$169.81, the balance due from him by two promissory notes, for \$100.00 each, executed by the defendant on, to-wit, November 12, 1931, payable to the plaintiff respectively February 5, 1932, and March 5, 1932, which sum of money, with interest thereon, is still due and unpaid.

COUNT TWO

Plaintiff claims of the defendant \$35.00 as an attorney's fee for collecting the money sued for in Count 1, defendant having agreed in and by said notes to pay all costs of collecting, including a reasonable attorney's fee, and plaintiff says that \$35.00 is reasonable, due and unpaid.

Sidney J. Gray
Attorney for Plaintiff

I acknowledge myself as security for the payment of the court cost in this case.

Sidney J. Gray
Attorney for Plaintiff

Defendant's address:
Elberta, Alabama

May
5th 1934 by
Serving Copy
up within sum
Complaint on
John H. Schenk

MR Stunt
Sheriff

(54)

secret Original Page 78
Stauffer Eshleman
and Company

VS
John H. Schenk

Summons

Filed April 26th 34
W. A. Stone
Clerk

Sidney J. Gray
att. Plff

291
\$ 100.00

Nov. 12, 1931. 19
New Orleans, La.,

On February 5th next

after date. I

PROMISE TO PAY TO THE ORDER OF

Stauffer, Eshleman & Company, Ltd.

One Hundred and 06/100 - - - - - DOLLARS,

for value received, with interest at the rate of 8 per cent per annum from maturity until paid and 15 per cent additional on principal and interest for attorney's fees if placed in the hands of an attorney for collection or suit.

Each maker and endorser of this note hereby waives presentment for payment, demand, protest or notice of protest and all pleas of division or discussion.

This note is one of a series, all of even date herewith and each maker and endorser hereby consents and agrees that should any one of the said notes of this series be not paid promptly at maturity, all of the said notes of this series shall immediately become due and exigible at the option of the holder.

No. 2

Due Feb. 5, 1932. *Eshleman*

John H. Schenk

97571

\$ 100.00

Nov. 12, 1931. 19
New Orleans, La.,

On ~~December~~ ^{March} 5th next

after date. I

PROMISE TO PAY TO THE ORDER OF

Stauffer, Eshleman & Company, Ltd.

One Hundred and 00/100 - - - - - DOLLARS,

for value received, with interest at the rate of 8 per cent per annum from maturity until paid and 15 per cent additional on principal and interest for attorney's fees if placed in the hands of an attorney for collection or suit.

Each maker and endorser of this note hereby waives presentment for payment, demand, protest or notice of protest and all pleas of division or discussion.

This note is one of a series, all of even date herewith and each maker and endorser hereby consents and agrees that should any one of the said notes of this series be not paid promptly at maturity, all of the said notes of this series shall immediately become due and exigible at the option of the holder.

No. 3.

Due

^{March} ~~Dec.~~ 5, 1932 *Eshleman*

John H. Schenk

97571

For Collection, Pay to Order

State Bank of Ellenton
Ellenton, Ala

STANDARD TRADING & CO., Limited

Morgan

For Collection, Pay to Order

State Bank of Ellenton
Ellenton, Ala

STANDARD TRADING & CO., Limited

Morgan

By Cash 12/7/32 25.00