

356

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Plaintiff

vs.

H. E. MILLER,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

356

Now comes the defendant and demurs to COUNTS 7,
8, 10, 11 and 12, added by way of amendment, and as grounds
for such demurrer assigns the following:

1. Because the averment "said note has been duly
transferred or assigned to" is but the conclusion of the
pleader.

2. Because it is not averred or shown that said
note was transferred or assigned for a valuable considera-
tion.

3. Because the averment "and is now the property
of the plaintiff" is but the conclusion of the pleader and no
facts are averred to support such conclusion.

4. Because it is not averred or shown that said
note has ever been endorsed ^{by the payee therein} to the plaintiff, or to any one else.

5. Because it is not averred or shown that the
said paper is not a commercial instrument.

Gordon Smith Lewis
ATTORNEYS FOR DEFENDANT

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8-184

Demurver

38 Feb 38
Respect

RECONSTRUCTION FINANCE CORPORATION, a Corporation,

Plaintiff,

-vs-

H. E. MILLER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Now comes the Plaintiff, with leave of the Court first had, and amends its Complaint by adding Counts 7 through 12, inclusive:-

COUNT 7: The Plaintiff claims of the Defendant the sum of Five Hundred Dollars (\$500.00), due by Promissory Note made by him on, to-wit, May 4th, 1931, and payable on, to-wit, six months after date, to the order of the State Bank of Silverhill, together with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff. Plaintiff further avers that in and by the terms of said Note the Defendant waived as to this debt, or any renewal thereof, all right to exemption under the Constitution and laws of Alabama, or any other State, as to personal property, and of this waiver the Plaintiff now claims the benefit. The Plaintiff further avers that in and by the terms of said Note Defendant agreed to pay all cost of collecting or securing, or attempting to collect or secure, said Note, including a reasonable Attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of One Hundred Dollars (\$100.00), as such reasonable Attorney's fee.

COUNT 8: The Plaintiff claims of the Defendant the sum of Three Hundred Dollars (\$300.00) due by Promissory Note made by him on, to-wit, May 4th, 1931, and payable on, to-wit, six months after date, to the order of State Bank of Silverhill, together with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff. Plaintiff further avers that in and by the terms of said Note the Defendant waived as to this debt, or any renewal thereof, all right to exemption under the Constitution

(page two)

and laws of the State of Alabama, or any other State, as to personal property, and of this waiver the Plaintiff now claims the benefit. The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure, said Note, including a reasonable Attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of Seventy-five Dollars (\$75.00), as such reasonable Attorney's fee.

COUNT 9: The Plaintiff claims of the Defendant the sum of ~~One Hundred Ninety-five & 62/100 Dollars (\$195.62)~~ ^{Two Hundred Dollars (\$200.00)}, due by Promissory Note made by Defendant on, to-wit, August 1st, 1931, payable on, to-wit, October 25th, 1931, together with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff. Plaintiff further avers that in and by the terms of said Note the Defendant waived as to this debt, or any renewal thereof, all right to exemption under the Constitution and laws of Alabama, or any other State, and of this waiver the Plaintiff now claims the benefit. The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure, said Note, including a reasonable Attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of Sixty Dollars (\$60.00), as such reasonable Attorney's fee.

COUNT 10: The Plaintiff claims of the Defendant the sum of Four Hundred Thirty-four Dollars (\$434.00), due by Promissory Note made by him on, to-wit, May 4th, 1931, and payable six months after date to the order of Gulf Coast Citrus Exchange, with interest thereon, and the Plaintiff further avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff. Plaintiff further avers that in and by the terms of said Note the Defendant waived as to this debt or any renewal thereof all right to exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, and of this waiver the plaintiff now claims the benefit.

(page two)

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all cost of collecting or securing said Note, or attempting to collect or secure said Note, including a reasonable Attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of One Hundred Dollars (\$100.00), as such reasonable Attorney's fee.

COUNT 11: The Plaintiff further claims of the Defendant the sum of Three Hundred Ninety-five & 38/100 Dollars (\$395.38), due by Promissory Note made by him on, to-wit, May 4th, 1931, and payable six months after date, to the order of the Gulf Coast Citrus Exchange, together with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff. Plaintiff further avers that in and by the terms of said Note the Defendant waived as to this debt, or any renewal thereof, all right to exemption under the Constitution and laws of the State of Alabama, or any other State, as to personal property, and of this waiver the Plaintiff now

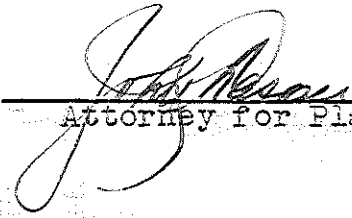
claims the benefit. Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all cost of collecting or securing said Note, or attempting to collect or secure the same, including a reasonable Attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of Seventy-five Dollars (\$75.00) as such reasonable Attorney's fee.

COUNT 12: The Plaintiff claims of the Defendant the sum of One Hundred Forty-five Dollars (\$145.00), due by Promissory Note made by him on, to-wit, July 6th, 1931, payable on, to-wit, December 24th, 1931, to the order of Farmers State Bank, Loxley, Alabama, together with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff. Plaintiff further avers that in and by the terms of said Note the Defendant waived the benefit of all laws exempting personal property from levy and sale, and of this waiver the Plaintiff now claims the benefit. Plaintiff

agreed to pay 10% of the principal and interest as Attorney's fee further avers that in and by the terms of said Note the Defendant

(page four)

in the event said Note was not paid at maturity and was put in the hands of Attorneys for collection, and the Plaintiff further claims of the Defendant the further and additional sum of Thirty Dollars (\$30.00), as such Attorney's fee.


Attorney for Plaintiff.

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DISTRICT OF COLUMBIA

356
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Dist
8-183

AMENDMENT TO COMPLAINT.

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Plaintiff,

-VS-

H. E. MILLER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Filed February 25, 1938

[Signature]
Clerk.

STATE OF ALABAMA,
BALDWIN COUNTY.

IN THE CIRCUIT COURT--LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon H. E. Miller 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 the Reconstruction Finance Corporation, a Corporation.

Witness my hand this 15 day of May, 1937.

R. S. Duck
Clerk.

COMPLAINT.

RECONSTRUCTION FINANCE CORPORATION, a Corporation,

Plaintiff,

-vs-

H. E. MILLER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
LAW SIDE.

COUNT 1: The Plaintiff claims of the Defendant Five Hundred Dollars (\$500.00) due by Promissory Note made by him on, to-wit, May 4th, 1931, and payable six months after date, which said Note was made by him to the State Bank of Silverhill, with interest thereon, and Plaintiff avers that it is the owner ~~in due course~~ of the aforesaid note by having acquired the same for value.

COUNT 2: Plaintiff claims of the Defendant Three Hundred Dollars (\$300.00), due by Promissory Note made by him on, to-wit, May 4th, 1931, and payable six months after said date, made by him to the State Bank of Silverhill, with interest thereon, and Plaintiff avers that it is the owner ~~in due course~~ of the aforesaid note by having acquired the same for value.

COUNT 3: The Plaintiff claims of the Defendant Two Hundred Dollars (\$200.00) due by Promissory Note made by him on, to-wit, August 1st, 1931, and payable on, to-wit, October 25th,

(page two)

1931, made by him to the State Bank of Silverhill, with interest thereon, and Plaintiff avers that it is the owner ~~in due course~~ of the aforesaid Note by having acquired the same for value.

COUNT 4: The Plaintiff claims of the Defendant Four Hundred Thirty-four & No/100 Dollars (\$434.00), due by Promissory Note made by him on, to-wit, May 4th, 1931, and payable six months after date, made by him to the Gulf Coast Citrus Exchange, with interest thereon, and Plaintiff avers that it is the owner ~~in due course~~ of the aforesaid Note by having acquired the same for value.

COUNT 5: The Plaintiff claims of the Defendant Three Hundred Ninety-five & 38/100 Dollars (\$395.38), due by Promissory Note made by him on, to-wit, May 4th, 1931, and payable six months after date, made by him to the Gulf Coast Citrus Exchange, with interest thereon, and Plaintiff avers that it is the owner ~~in due course~~ of the aforesaid Note by having acquired the same for value.

And Plaintiff further avers that all of said Notes stipulate a waiver of exemption as to their collection as to all personal property, and Plaintiff further avers that all of said Notes contain a stipulation to pay a reasonable Attorney's fee in the collection of the same, and Plaintiff further claims the sum of Three Hundred Dollars (\$300.00) as such reasonable Attorneys' fee.

COUNT 6: The Plaintiff claims of the Defendant One Hundred Forty-five & No/100 Dollars (\$145.00), due by Promissory Note made by him on, to-wit, July 6th, 1931, and payable on, to-wit, December 24th, 1931, made by him to the Farmers State Bank, Loxley, Alabama, with interest thereon, and Plaintiff avers that it is the owner ~~in due course~~ of the aforesaid note by having acquired the same for value, and the Plaintiff further avers that said note stipulates a waiver of exemption as to its collection as to all personal property, and Plaintiff further avers that said note stipulates an agreement to pay 10% of the principal and interest as an Attorney's fee for its collection, and Plaintiff further claims the sum of Thirty Dollars (\$30.00) as such Attorneys' fee.

Idylant & Reason
Attorneys for Plaintiff.

Executed May 24 1937
by serving copy of within Summons and
Complaint on

H. E. Miller

M. H. Wilkins Sheriff
B. K. Anderson Deputy Sheriff

SUMMONS & COMPLAINT.

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Plaintiff,

-vs-

H. E. MILLER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
LAW SIDE.

Filed May 15, 1937

Isaac
Clerk.

LAW OFFICES
HYBART & CHASON
BAY MINETTE, ALABAMA

To comp. filed on May 15th having
6 counts.

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Plaintiff

vs.

H. E. Miller,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
LAW SIDE.

Now comes the defendant in the above said cause and demurs to Counts 1, 2, 3, 4, 5, and 6, each separately and severally, and as to each count, separately and severally assigns the following grounds therefor:

1. Because said count shows that said note was made and payable in the year 1931, and there are no facts averred to show when said note became the property of the plaintiff, therefore, the averment "owner in due course" is but the conclusion of the pleader.

2. Because the averment "owner in due course" is based upon the sole averment that plaintiff "acquired the same for value," and which averment of itself does not constitute due course.

3. Because it is not averred or shown that the plaintiff became the owner of said note before it was overdue.

4. Because it is not averred or shown that the plaintiff received the note or had same transferred to it by a holder in due course.

Gordon Swinton & Leigh
ATTORNEYS FOR DEFENDANT

Defendant demands trial by jury of above said cause.

Gordon Swinton & Leigh
ATTORNEYS FOR DEFENDANT

354

Direct

RECORDED

8-92

356

RECONSTRUCTION FINANCE
CORP.

VS.

H. E. MILLER,

DEMURRER.

Filed July 15-1927
R. S. Dyer
Clk

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Reconstruction Finance Corporation,
a Corporation, Plaintiff
356 vs.

J. E. Miller,
Defendant

In Circuit Court of
Bardonia County, Ala.

Law Side.

Now comes the defendant and for plea to Counts 1, 2,
3, 4 and 5 and 6, as amended, each separately and severally,
says to each count, as amended, separately and severally, as
follows-

- 1st That the allegations of said count, as amended, is untrue.
- 2nd That the averments of said count, as amended, each separately and severally, are untrue.
- 3rd The defendant for further plea to each count, as amended, separately and severally, says that the plaintiff is not the beneficial owner of said note described herein.
- 4th That said note, described in and upon which said count is based, is made payable at a Bank, specifically named in said note, and that the plaintiff is not the owner of the legal title thereto.

Gordon Eugene Lewis
Atty for Def.

356.

Duch

8-210

RECORDED

Demonstration

Faults to Complantas
Amplified

May 19 1937

R. J. J. J.
Chuk