

530

LESLIE HALL  
ATTORNEY AT LAW  
BAY MINETTE, ALABAMA

September 2, 1939

Hon. R. S. Duck  
Circuit Court Clerk  
Baldwin County  
Bay Minette  
Alabama

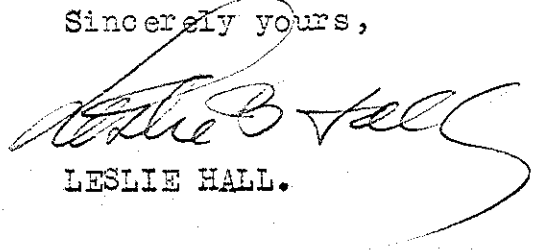
Re: Pace Co. vs. J. E. Gooden,  
Non Jury, Civil file No. 530

Dear Sir:

As thirty days have elapsed since service in this case, and the defendant has not answered, I should appreciate your forwarding the papers to Judge F. W. Hare with request for Judgment by Default against the Defendant. I have figured that the judgment should be for \$688.00, which includes interest.

I am handing you the original contract in this matter so that you may forward same to Judge Hare for his scrutiny.

Sincerely yours,



LESLIE HALL.

LH/

SUMMONS

STATE OF ALABAMA    :  
                         :  
BALDWIN COUNTY     :

IN THE CIRCUIT COURT  
LAW SIDE  
No. \_\_\_\_\_.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:--

You are hereby commanded to summon J. E. GOODEN, of Fairhope, Baldwin County, Alabama, to appear within thirty days from the service of this Writ in the Circuit Court of Baldwin County, Alabama, at the place of holding the same, then and there to answer to the complaint of THE PACE COMPANY, a Corporation.

Witness my hand this 25 day of July, 1939.

R. S. Dush  
Clerk of the Circuit Court,

by Charles H. Thompson  
As Deputy Clerk.

COMPLAINT

THE PACE COMPANY, a Corporation organized  
and existing under the Laws of the  
State of Florida,

Plaintiff,

vs.

J. E. GOODEN,

Defendant.

At Law, No. \_\_\_\_\_.

IN THE CIRCUIT COURT

BALDWIN COUNTY

ALABAMA.

Count One

The Plaintiff claims of the Defendant the sum of Six Hundred Forty and no/100 Dollars (\$640.00), damages for the breach of an agreement entered into by him on the 29th day of April, 1938, by which he promised in words and figures as follows, to-wit:

"Robertsdale, Ala.  
April 29th, 1938.

"THE PACE COMPANY  
Robertsdale, Ala.

Gentlemen:--

The undersigned, in consideration of the sum of \$1.00 to the undersigned paid by you, the receipt whereof being hereby acknowledged, and also in consideration of your selling goods, wares, and merchandise on credit to J. C. McDaniel, Fairhope, Ala., hereby guarantees to you the prompt payment as and when due, of all indebtedness now due and owing, or which shall at any time hereafter be or become due and owing to you by said J. C. McDaniel up to but not exceeding at any one time, the sum of \$715.00. The undersigned agrees that this guarantee shall be a continuing one and not limited to any particular debt or indebtedness, but that the total liability of the undersigned to you hereunder shall not exceed at any one time the said sum of \$715.00, and the undersigned agrees upon failure of said J. C. McDaniel to satisfy and discharge any indebtedness which shall be owing to

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"you and which shall be covered by this guarantee, that the obligation of the undersigned to pay said indebtedness to you shall immediately arise without your having taken any action to collect said indebtedness from said debtor, and the undersigned promises and agrees to pay such indebtedness forthwith to you on demand.

"It is further understood and agreed however that the undersigned shall have the right to terminate this guarantee by giving you written notice of termination thereof, in which event the undersigned will not be liable to you under this guarantee for any indebtedness incurred or contracted by said J. C. McDaniel with you after the receipt by you of such notice of termination.

Yours very truly,

J. E. Gooden"

Witnesses:

J. W. Brett, Jr.  
H. F. ROCKWELL."

And the Plaintiff alleges that it, the said Plaintiff, sold goods, wares, and merchandise on credit to the said J. C. McDaniel; that all indebtedness then due and owing on the account of the said J. C. McDaniel to the said Plaintiff at the time of the execution of said agreement by the said Defendant and all indebtedness which after the execution of said agreement became due and owing on the account of the said J. C. McDaniel to the said Plaintiff did not exceed at any one time the sum of Seven Hundred Fifteen and no/100 Dollars (\$715.00); that the said J. C. McDaniel was and became indebted to the said Plaintiff in the sum of Six Hundred Forty and no/100 Dollars (\$640.00), which sum of money is still due and owing to the said Plaintiff; that the said J. C. McDaniel has failed to satisfy and discharge said indebtedness due to the said Plaintiff in the sum of Six Hundred Forty and no/100 Dollars (\$640.00), although often requested to do so; that the said Defendant did not terminate said agreement or guarantee by giving the Plaintiff written notice of such termination before said indebtedness of the said J. C. McDaniel was incurred or contracted by said J. C. McDaniel; that, in view of the foregoing allegations, the said Defendant became and is obligated to pay the said indebtedness of the said J. C. McDaniel in the said sum of Six Hundred Forty and no/100 Dollars (\$640.00); that the said Plaintiff has demanded of the said Defendant that he pay said indebtedness, but that the said Defendant has failed to pay said indebtedness; that demand was made on Defendant for payment of said indebtedness on various and sundry dates and occasions, to-wit: May 7, 1938, and monthly thereafter, and also on May 5, 1939, May 15, 1939, and June 16, 1939; and the Plaintiff further alleges that the said sum of money, to-wit: Six Hundred Forty and no/100 Dollars (\$640.00), together with interest thereon from, to-wit: May 7, 1938, is still due and unpaid, Hence this suit;

And the Plaintiff further alleges that it, the said Plaintiff, is a corporation organized and existing under the Laws of the State of Florida; that at the time said account or indebtedness and said agreement were made, and continuously since that time, and at the time of filing this suit, the said Plaintiff was, had been, and is duly qualified to transact business in the State of Alabama in accordance with the statutes of said State of Alabama prescribing the conditions on which a foreign corporation might do business therein.

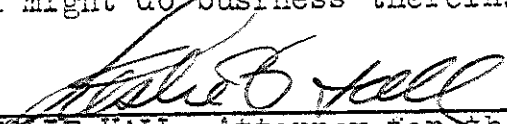
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Count Two

The Plaintiff claims of the Defendant the sum of Six Hundred Forty and no/100 Dollars (\$640.00) due from him by account STATED between the Plaintiff and the Defendant on, to-wit: May 7, 1938, which sum of money, with interest thereon from, to-wit: the 7th day of May, 1938, is still due and unpaid;

And the Plaintiff further alleges that it, the said Plaintiff, is a corporation organized and existing under the Laws of the State of Florida; that at the time said account was made, and continuously since that time, and at the time of filing this suit, the said Plaintiff was, had been, and is duly qualified to transact business in the State of Alabama in accordance with the Statutes of Said State of Alabama prescribing the conditions on which a foreign corporation might do business therein.

  
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LESLIE HALL, Attorney for the Plaintiff.

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At Law, No. 530

**RECORDED**

THE PACE COMPANY, A Corporation,  
Plaintiff,

vs.

J. E. GOODEN,  
Defendant.

SUMMONS AND COMPLAINT ON  
CONTRACT OF GUARANTY and  
on Account Stated.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

Filed in office this 28  
day of July, 1939.

R. J. Duck  
Clerk.  
by Leslie Hall  
As Deputy Clerk.

LESLIE HALL  
ATTORNEY AT LAW

7-25-39

WKS.

Executed 7-31 1939  
by serv. of copy of within Subpoena  
Complaint on

John Adams

John Adams Deputy Sheriff