

556
Electrical Supply Company,
a Corporation.

Plaintiff.

vs.

In Circuit Court of Baldwin County, Ala.

Klumpp Motor Company
and T. J. Klumpp,
Defendants.

Come the plaintiff in the above entitled cause and asks the court for a judgment by default against the defendants and alleges and states:-

First.

The complaint was filed in this cause Jan. 17, 1940 and served on the defendants on January 19th. 1940 by the Sheriff.

Second.

That more than thirty days have elapsed since service on these defendants and that defendants have not appeared, pleaded, answered nor demurred within said 30 days since service.

Third.

That there is now due on said trade acceptances \$156.43, with interest of \$15.77, making the whole amount due-\$172.20.

Plaintiff, therefore, requests of the court that it grants to plaintiff a judgment by default in the said sum of \$172.20.

This the 27th., day of February 1940.

W. H. Hawkins

Attorney for plaintiff.

No. 556.

Electrical Supply Co, a
Corporation, Plaintiff.

vs.

Klump Motor Co. and
T. J. Klump, Defendants.

Motion for judgment by de-
fault.

W. H. Hawkins, Atty for
Plaintiff.

*Filed Feb. 27-1940
RS Buckle
clerk*

THE STATE OF ALABAMA,
Baldwin County.

No. 556

CIRCUIT COURT

JANUARY, 1940.

193

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon KLUMPP MOTOR COMPANY and T. J.

KLUMPP

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against

them

Defendant by

ELECTRICAL SUPPLY COMPANY

Plaintiff

Witness my hand this 17th day of January-1940 193

R. S. Dush

Clerk.

COMPLAINT

Plaintiff versus

The Plaintiff claims of the Defendant

Dollars, due by

Plaintiff's Attorney.

Electrical Supply Company,

A Corporation, Plaintiff

vs.

In Circuit Court of Baldwin County,

Alabama.

Klumpp Motor Company

and T. J. Klumpp, Defendants.

Count One.

Plaintiff claims of the defendants, Klumpp Motor Company and T. J.

~~Klumpp, One Hundred and Fifty (\$150.00) Dollars, balance due on a trade~~

acceptance drawn by the plaintiff, Electrical Supply Company on Klumpp

Motor Company on 1/12/1938 for the payment of \$350.00 to Electrical

Supply Company on April 12, 1938 and the same was accepted by the defen

ants, Klumpp Motor Company and T. J. Klumpp, on to-wit.:- 1/12/1938,

payable to plaintiff at Bank of Fairhope, Fairhope, Alabama.

Plaintiff avers that on said trade acceptance defendants paid on 5/12/3

the sum of \$100.00 and on 7/18/39 the sum of \$100.00. leaving a balance

of \$150.00, which sum of money with the interest thereon from April 12,

1938, is still due and unpaid.

Count Two.

Plaintiff claims of the defendants, Klumpp Motor Company and T. J.

Klumpp the further and additional sum of \$6.43, balance due on a trade

acceptance, drawn by the plaintiff Electrical Supply Company on 1/12,

1938 on Klumpp Motor Company for the payment of \$350.00 to Electrical

Supply Company on March 12 1938 and accepted by defendants, Klumpp

Motor Company and T. J. Klumpp on to-wit.:- 1/12/1938 payable to plain-

tiff at Bank of Fairhope, Fairhope, Alabama.

Plaintiff avers that on said trade acceptance defendants paid the sum

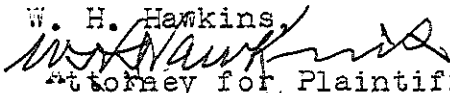
of \$200.00 on August 13, 1938, and on March 28, 1938 the sum of \$93.57

and on 9/20/39, the sum of \$50.00, leaving a balance of \$6.43 due on th

trade acceptance, which sum of money with the interest thereon from

March 12, 1938, ~~xxx~~ is still due and unpaid.

W. H. Hawkins,


Attorney for Plaintiff.

Plaintiff demands a trial by jury.

W. H. Hawkins, Attorney for plaintiff.

Executed Jan. 19th 1940
by serving copy of within Summons and
Complaint on

Kearney Motor Co
and L. J. Kearney

By W. R. Steward Sheriff
M. B. Hawthorne Deputy Sheriff

RECORDED

Winkope

Summons & Complaint

Filed January 17, 1940
R. S. Dwyer, Clerk

Resumed in Sheriff's Office

JAN 17 1940

The State of Alabama,

No. 556

CIRCUIT COURT

County.

March Term, 1940

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

YOU ARE HEREBY COMMANDED, That of the goods and chattels, lands and tenements of Klumpke Motor Co.
+ T. J. Klumpke, Defendant,
 you cause to be made the sum of \$172.20 DOLLARS,
 which Electrical Supply Company, a Corp. Plaintiff,
 recovered of Klumpke Motor Co. + T. J. Klumpke
 on the 29 day of February, 1940, by the Judgment of our Circuit Court held for the County of
Baldwin, besides the sum of \$13.60 DOLLARS,
 costs of suit, and have the same to render to the said Electrical Supply Company, and make return of this Writ and
 the execution thereof, according to law.

Interest from 18th day of March, 1940, to March, 1940.Witness, my hand this 18th day of March, 1940, R. S. Ducha, Clerk.

CLERK'S FEES		AMOUNT	SHERIFF'S FEES		AMOUNT		
Issuing.....	Summons and Complaint.....	\$1.25	1.25	Serving and Returning.....	Summons..... \$1.50	3.00	
Issuing.....	copies of same.....	30	60	Serving and Returning.....	Writs.....	1.30	
Issuing.....	Branch Summons and Complaint.....	1.25		Serving and Returning.....	Subpoenas for... Wit.....	.65	
Issuing.....	copies of same.....	.30		Levying.....	Attachment.....	3.00	
Entering.....	Sheriff's Return or copy of above.....	.20	2.0	Entering and Returning.....	Attachment.....	.25	
Docketing Cause.....		.25	25	Summoning and Returning.....	Garnishee.....	1.50	
Entering.....	Appearances.....	.20	20	Serving and Returning.....	Sci. Fas..... Notices.....	1.50	
Filing.....	Pleas..... Demurrers.....	.10		Impaneling Jury.....		.75	
	Affidavits, Certified.....	.25		Collecting Cost, Execution.....		1.50	15.0
	Commissions to take Depositions.....	.75		Taking and Approving.....	Replevin Bonds.....	1.00	
	copies of Interrogatories.....			Claim Bonds.....		1.00	
	Notices of Filing Interrogatories.....	.50		Garnishment Bonds.....		.75	
Filing.....	Packages of Depositions.....	.10		Forthcoming Bonds.....		1.00	
Inclosing.....	Packages of Depositions.....	.10		Bail Bonds.....		1.00	
	Orders in Court.....	.30		Detinue Bond.....		1.00	
Continuances.....		.10	10	Writ of Possession.....		5.00	
Issuing.....	Subpoenas for..... Witnesses.....	.30		Making Deed.....		5.00	
Trial and Incidents.....		.75	7.5	Collecting Money on Execution.....			
Entering.....	Judgment.....	.30	3.0	Writ of Restitution.....		2.00	
Issuing.....	Execution.....	.50	5.0	Sheriff's Commissions.....			
Entering.....	Sheriff's Return of Execution.....	.20	20	Sheriff's Deed.....			
Issuing.....	Certiorari..... Sci. Fas.....	.75		Seizing Personal Property in Detinue.....		3.00	
Filing.....	Certiorari, etc.....	.15		Former Sheriff's Fees.....			
Issuing.....	Notices.....	.75		TOTAL SHERIFF'S FEES.....		45.0	
Issuing.....	copies of same.....	.50		WAIVER..... NO WAIVER.....		47.5	
Taking.....	Bonds.....	.75		RECAPITULATION.....			
Filing.....	Bonds.....	.10		Judgment for.....	for.....	172.20	
Issuing.....	Attachment Writ..... and taking Bond.....	1.00		Interest from.....			
Filing.....	Attachments.....	.10		Damages.....			
	Summons of Garnishee.....	.50		Clerk's Fees.....		6.10	
Swearing and Ent.....	Answer of Garnishee.....			Sheriff's Fees.....		4.85	
Complete Record, 15c per 100 words.....			1.75	Justice of Peace Fees.....			
Transcript to Supreme Court.....				Witness Fees in Justice of Peace Court.....			
Certificate of Appeal to Supreme Court.....		.75		Constable's Fees.....			
Notices of Appeal.....		.75		Commissioner's Fees.....			
Appeal Bond.....		.75		Commissioner's Residence.....			
Certificate of Judgment.....		.50		Printer's Fees.....			
Witness Certificates.....		.25		Garnishee's Fees.....			
				Witness Fees in Circuit Court.....			
				Former Clerk's Fees.....			
				Trial Tax.....		3.00	
TOTAL CLERK'S FEES.....		6.10		TOTAL FEES.....		185.05	

Notice of Motion

2009 on 5/10/40

No. 556 Page

The State of Alabama,

Redburn COUNTY.

CIRCUIT COURT.

Electrical Supply Co.

VS. Plaintiff

Yellow Springs Motor Co. &

Y. B. Williams Defendant

CIVIL EXECUTION FOR COSTS AGAINST DEFENDANT

Judgment for Plaintiff for \$ 172.20

Interest from 19

to 19 \$

Damages \$

Costs \$ 13.60

Total \$ 185.80

Civil Fee Book Court Clerk 556

Execution Docket " Page " 1940

Filed March 18, 1940

R. S. Burch Clerk

W. H. Hawkins Plaintiff's Attorney

Defendant's Attorney

COLLECT COSTS FROM DEFENDANT

The State of Alabama,

COUNTY.

I hereby certify that the within Judgment and costs in this case are correct, and there was a waiver of exemption as to personal property under the Constitution and Laws of Alabama.

This day

of 19

Clerk.

Received in Office

March 18, 1940

W. R. Stewart Sheriff.

Sheriff's Execution Docket, page

Sheriff's Fee Book, page

05450 & 2nd 3 over to

standing 6-13-40

08450 & 2nd & over

to standing 8-23-40

to standing 12-5-40

to standing 12-5-40

to standing 12-5-40

to standing 12-5-40

to standing 12-5-40

to standing 12-5-40

The State of Alabama, } COUNTY.

By virtue of the within Execution, I have, at o'clock M., this day of 19 levied

Sheriff.

PLAINTIFF'S WITNESSES

Amount

DEFENDANT'S WITNESSES

Total

TRADE ACCEPTANCE

THE OBLIGATION OF THE ACCEPTOR OF THIS BILL ARISING OUT OF THE PURCHASE OF GOODS FROM THE DRAWER

ACCEPTOR

N.P.
14-12 \$ 350.00

On March 12, 1938

Ourselves

Three hundred fifty

Value received and charge the same to account of

To Khump Motor Co
Fairhope Ala

No.

55581

BAUDEAN, INC.

N.O. La 1/12 1938

after date pay to the order of

Dollars

ELECTRICAL SUPPLY CO.

A. M. Breaux

TRADE ACCEPTANCE

THE OBLIGATION OF THE ACCEPTOR OF THIS BILL ARISING OUT OF THE PURCHASE OF GOODS FROM THE DRAWER

ACCEPTOR

\$ 350.00 Tended to 5/12/38

On April 12, 1938

Ourselves

Three hundred fifty

Value received and charge the same to account of

To Khump Motor Co
Fairhope Ala

No.

N.O. La 1/12 1938

after date pay to the order of

Dollars

ELECTRICAL SUPPLY CO.

A. M. Breaux

Aug 13, 1938 Paid \$20.00
Mar 28, 1938 Paid \$93.17
9/22/39 Paid \$50.00

~~TECHNICAL~~ SUPPLY CO.

Filed 2/19/40
R. S. Duke
clerk

6/12/39 - Paid \$100.00
7/18/39 - \$100.00

Filed 2/19/40
R. S. Duke
clerk

Plaintiff vs. Defendant

The Plaintiff requests the Court to instruct the jury as follows:

3. If one occupies land up to a certain line because he believes it to be the line of his land, but not having any intention of claiming beyond his true line, the intent to claim title does not exist co-incident with the possession and the possession is not, therefore, adverse.

Defendant vs. Plaintiff

*Reverend
J. W. Hall
Judge*

The Plaintiff requests the Court to instruct the jury as follows:

5. If you believe from the evidence that the defendants made an agreement with the plaintiff to have the line dividing their lands ascertained by a survey, you may look to such agreement, with all the other evidence, in determining whether the possession of the defendants has been adverse or not.

*Respectfully
F. W. Hare
Judge*

The Plaintiff requests the Court to instruct the jury as follows:

2. Hostile possession simply means possession under a claim of ownership or right. It is a matter of intention. Thus, it is the law, that if a landowner, through mistake or ignorance of where the true line is, goes over his line but intending to claim only to the true line, his possession beyond the true line is not hostile and so, not adverse. To be adverse he must intend to claim up to the line whether it is right or wrong.

The Plaintiff requests the Court to instruct the jury as follows:

4. When a coterminous owner goes over his line intending only to claim to the true line, he is not an adverse claimant.

*Respectfully
F. W. Hare
Judge*