W. N. DYER,

Plaintiff,

VS.

R. KRUPINSKI,

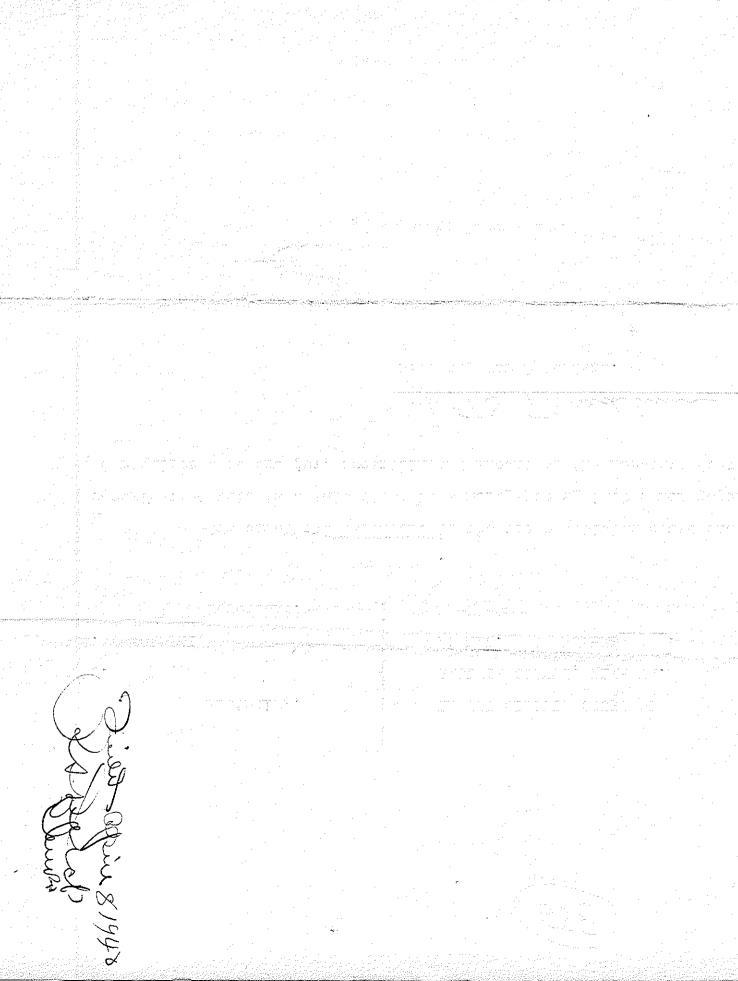
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NUMBER

SUGGESTION.

Now comes the Defendant in the above entitled cause and suggests that this is a suit filed by a mortgagee against a mortgagor, and requires that the jury ascertain the amount of the mortgage debt.

Aftorney for Defendant.



W. N. DYER,

Plaintiff,

VS.

R. KRUPINSKI,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NUMBER\_\_\_\_\_\_\_

## PLEAS

Now comes the Defendant in the above entitled cause, and for plea to the Complaint and to each and every count thereof separately and severally says:

- 1. Not guilty.
- 2. In short by consent with leave to set up any defense that could be interposed if specially pleaded.

Actorney for Defendant.

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PANTHER OIL & GREASE MFG. COMPANY,
A CORPORATION,

Plaintiff,

VS.

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

DEPOSITION

## INTERROGATORIES ON BEHALF OF THE PLAINTIFF PROPOUNDED TO E. L. BYERS.

Interrogatory #1. Please state your name, place of residence and Dusiness.

Interrogatory #2. What was your business on April 12th, 1938?

Interrogatory #3. When cid you leave the employ of Panther Oil & Grease Mfg. Company?

Interrogatory #4. Did you, on April 12th, 1938, as a representative of Panther Oil & Grease Mfg. Company have any business dealings with the Defendant W. N. Dyer?

Interrogatory #5. Please state in detail where and when you saw Mr. Dyer, the substance of your conversation or conversations with him and the result of your negotiations with him.

Interrogatory #6. Was this order for grease, which you say Mr. Dyer gave you, reduced to writing?

Interrogatory #7. The commissioner will hand you a paper which she has marked "Plaintiff's Exhibit l". Please state what that paper is.

Interrogatory #8. Who did the writing which appears on that paper?

Interrogatory #9. The signature "W. N. Dyer" appears on Plaintiff's Exhibit 1 over the printed words "Customer's authorized buyer". Who wrote that signature "W. N. Dyer"?

Interrogatory #10. Please explain fully why Mrs. Dyer signed that contract instead of Mr. Dyer and give us the exact circumstances unsider which it was signed, including the time and place and the names of all those present.

Interrogatory #ll. Did you have any conversation or discussion with Mr. Dyer about shipping this order to him on consignment? If so, please repeat that conversation as nearly as you can.

Interrogatory #12. Did you point out to Mr. Dyer the words printed on the order Plaintiff's Exhibit 1 "Goods not sold on consignment or on terms other than stated herein?"

Enterrogatory #13. Was it before or after this that Mr. Dyer instructed Mrs. Dyer to sign his name to the order?

Interrogatory #14. If there is anything further about the transaction that has not been covered by the foregoing interrogatories, please tell us about it fully.

STATE OF ALABAMA,

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon R. KRUPINSKI 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 W. N. DYER.

WITNESS my hand this \_\_\_\_\_\_ day of January, 1940.

R.S. Duch
Clerk.

W. N. DYER,

Plaintiff,

VS.

R. KRUPINSKI,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT IAW.

- 1. The Plaintiff claims of the Defendant One Hundred Fifty-seven and No/100 (\$157.00) Dollars, due by promissory note made by him on February 4th, 1939, and payable on May 19th, 1939, with interest thereon from date at 8% per annum.
- 2. The Plaintiff claims of the Defendant the further sum of Two Hundred and Fifty (\$250.00) Dollars due by promissory note made by him on June 14th, 1937, and payable on May 15th, 1938, with interest thereon at 8% per annum from May 19th, 1939.
- 3. The Plaintiff claims of the Defendant the further and additional sum of One Hundred and Thirty-five (\$135.00) Dollars due by promissory note made by him on January 23rd, 1937, and payable on June 1st, 1937, with interest thereon at 8% per annum, from May 19th, 1939.
- 4. The Plaintiff alleges that in, by and as a part of each of said notes above described, the Defendant waived all exemption as to personal property under the Constitution and Laws of the State of Alabama and agreed to pay all costs of collecting or securing or attempting to collect or secure said notes, including a reasonable attorney's fee.

5. The Plaintiff claims of the Defendant the further and additional sum of One Hundred and Twenty-five (\$125.00) Dollars, as a reasonable attorney's fee.

6. The Plaintiff claims of the Defendant the following personal property, viz: One Iron Age 2-row Potato Planter, together with the detention viz: from the 1st day of January, 1940.

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STATE OF ALABAMA, )
BALDWIN COUNTY. )

TO HONORABLE W. R. STUART, SHERIFF OF BALDWIN COUNTY, ALABAMA:

The Plaintiff having made Affidavit and Bond as required by law, you will take into your possession the property mentioned in the foregoing complaint, to-wit: One Iron Age 2-row Potato Planter, unless the Defendant give bond payable to the Plaintiff, with sufficient surety, in double the value of the property, with condition that if Defendant is cast in said suit, he will, within thirty days thereafter, deliver said property to the Plaintiff and pay all costs and damages which may accrue from the detention thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this 13 day of January, 1940.

R.S. Duck
Clerk.

Sente 1-29-60 Minder of Standard of Standa

this 15th day of January 1940

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ICORDED

SUMMON AND COMPLAINT

Complainant,
VS.
R. KRUPINSKI,

Defendant.

IN THE CIRDUIT COURT OF BALDWIN COUNTY, ALABAMA,

Filed Jameany 13, 194.

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That We, W. N. DYER, as Principal, and the undersigned as Sureties, are held and firmly bound unto R. KRUPINSKI, in the sum of Three Hundred (\$300.00) Dollars, the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the \_\_\_\_\_\_ day of February, 1940.

The condition of the above obligation is such, that whereas the said W. N. Dyer did, on the 13th day of January, 1940, sue out of the Circuit Court of Baldwin County, Alabama, a writ in detinue, directed to any Sheriff of the State of Alabama, commanding him to take into his possession the following personal property, to-wit:

One Iron Age 2-row Potato Planter,

which said writ was placed in the hands of W. R. Stuart, Sheriff of the County of Baldwin, on the 15th day of January, 1940, and executed by him on the 29th day of January, by taking into his possession the following property, to-wit:

One Iron Age 2-row Potato Planter,

and whereas, the said R. Krupinski, Defendant in said suit, has failed and neglected, for the space of five days from the taking into possession of said property by said W. R. Stuart, Sheriff as aforesaid, to give bond and take possession of said property as authorized by law.

Now, therefore, if the said W. N. Dyer, plaintiff in said suit, upon his failing in said suit, shall deliver the said property to the said Defendant within thirty days after judgment, and pay damages for the detention of the property and cost of suit, then this obligation to be void, otherwise to remain

in full force and effect.

22 - Dyer (SEAL)

Lind Red alk (SEAL)

GEAL)

Taken and approved this day of February, 1940.

Sheriff.

Margo Reduction

PLAINTIFF'S BOND

Plaintiff,

Vs. R. KRUPINSKI, Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,

STATE OF ALABAMA, BALDWIN COUNTY.

Before me, the undersigned authority, in and for said County, in said State, personally appeared W. N. DYER, who being duly sworn, deposes and says, that the property sued for in the complaint of W. N. Dyer, Plaintiff, vs. R. Krupinski, Defendant, to-wit: One Iron Age 2-row Potato Planter, belongs to the Plaintiff, W. N. Dyer.

man - Ayen

Sworn to and subscribed before me this // day of January, 1940.

Notary Pablic, Baldwin County, Ala.

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That We, W. N. DYER, as Principal, and the undersigned as Sureties, are held and firmly bound unto R. KRUPINSKI, his heirs, executors and administrators, in the sum of Fifty (\$50.00) Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_\_\_day of January, 1940.

The condition of the above obligation is such that, whereas, the above bounden W. N. Dyer has on the \_\_\_\_\_\_\_ day of January, 1940, sued out from the office of the Clerk of the Circuit Court of Baldwin County, Alabama, a writ of detinue, returnable to the Circuit Court of Baldwin County, Alabama, against the said R. Krupinski, for the recovery of the following described property, to-wit: One Iron Age 2-row Potato Planter.

Now, if the said W. N. Dyer shall fail in said suit and shall pay to the said R. Krupinski, the defendant in said writ, all such costs and damages as he may sustain by the wrongful suing out thereof, then this obligation to be void, otherwise to remain in full large and effect.

(SEAL)

Chas & Candall (SEAL)

(SEAL)

Taken and approved this 13 day of January, 1940.

Clerk of Circuit Court of Baldwin County, Alabama. AFFIDAVIT AND BOND:

W. N. DYER,

Plaintiff,

VS.

R. KRUPINSKI,

Defendant.

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

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for value received with 8% interest from metals.  In case this note is not paid at maturity, in full then I or we gree to pay in addition to the above sum and interest, all cost and a reasonable attorneys' fee for the collection of same, and in consideration of value received, I or we hereby waive as to payment of this debt all right of exemption under the Constitution and Laws of the State of Albama or any other state in the United States, and to secure the payment of this note, and also any other indebtedness. I or we hereby grant, bargain, sell and convey to PARMEDES MINICIPAL AND BANK, its successors and assigns all my or our live stock and personal property for every kind now in any or the Parameter and extra deliverable property hereafter an extra deliverable property hereafter and interest of cause to be produced, including all rents in the pascent year, also the crops raised each successive year until this debt is paid in full, also the following described property, to-wit:			day of		, 193_2_, I, or we, promise
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## THE STATE OF ALABAMA, BALDWIN COUNTY

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The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise, and each endorser expressly waives all right to claim examptions under the Constitution and Laws of the State of Alabama, or any of these United State, as to this debt should this note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The said State Bank of Elberta, Elberta, Ala, is hereby authorized by each surety and endorser hereof to apply at any time any funds in said bank belonging to any one or more of said endorsers to the payment of this debt.

R. Krypinski W. n. Dyer 6/14/37

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ELBERTA Feby. 4th. 1939 ELBERTA, ALA May 19th.1939 after date, without grace promise to W.N.Dyer pay to the order of \*\*\*\*One hundred fifty seven\*\*\*\* with interest from date at 8% DOLLARS 0 For value received, payable at the STATE BANK OF ELBERTA in Elberta, Alabama. ⋖ ΥĽ The parties to this instrument, whether maker, endorser, surety or guarantor each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state, and they each sev-ZW erally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, M whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety, guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endouser, querontage