

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.

J. TS Tschakman  
Attorney for Defendant.

Miss Anna 8/19/48  
D. A. B. B. B.

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.

J. T. Tishler  
Attorney for Defendant.

288 April 8, 1940  
R. H. Hunt  
Clarks

PANTHER OIL & GREASE MFG. COMPANY,  
A CORPORATION,

Plaintiff,

VS.

W. N. DYER,

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 business.

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

Interrogatory #3. When did 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 1". 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 under which it was signed, including the time and place and the names of all those present.

Interrogatory #11. 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?"

Interrogatory #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, )  
BALDWIN COUNTY. )

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 13<sup>th</sup> day of January, 1940.

R. S. Duck  
Clerk.

W. N. DYER,

Plaintiff,

VS.

R. KRUPINSKI,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

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.

Richard Lee Beebe  
Attorneys for Plaintiff.

- 1- We, the jury find for the Plaintiff under Count 1 of Complaint and assess his damages at \$102<sup>30</sup>
- ~~We the jury find for defendant under Count one of Complaint.~~
- 2 We the jury find for Plaintiff under Count 2 of Complaint & assess the damages at \$92<sup>01</sup>
- 3- We the jury find for Plaintiff under Count 3 of Complaint and assess his damages at \$144<sup>52</sup>
- 5 We the jury find for Plaintiff under Count 5 of Complaint and assess his damages at \$50.82
- 6- We the jury find for Plaintiff for the Property sued for and no damages for detention
- Robert L. Locklin  
Foreman

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<sup>th</sup> day of January, 1940.

R. S. Duck  
Clerk.

*Executed 1-29-40  
by handing a copy  
of this writ to the  
defendant  
R. Krupinski and  
instructing my  
possession the within  
named property to wit  
one Iron Age two (2)  
row potato digger -  
the property of defendant -  
W. R. Stuart Sheriff  
By John C. Davis S.S.*

Rec'd in Sheriff Office  
this 15th day of January 1940  
\*\*\*\*\*  
8-427

RECORDED

SUMMON AND COMPLAINT

W. N. DYER,

Complainant,

VS.

R. KRUPINSKI,

Defendant.

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

*Filed January 13, 1940  
R. S. Duck, Clerk*



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 5<sup>th</sup> 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.

W. N. Dyer (SEAL)

Fred R. Walker (SEAL)

G. C. Berg (SEAL)

Taken and approved this 5<sup>th</sup>  
day of February, 1940.

W. R. Stuart  
Sheriff.

**RECORDED**

PLAINTIFF'S BOND

W. N. DYER,

Plaintiff,

VS.

R. KRUPINSKI,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

*Filed February 10, 1940*  
*R. S. Dyer, Clerk*

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.

W. N. Dyer

Sworn to and subscribed before me  
this 11<sup>th</sup> day of January, 1940.

Thomas J. Ghent  
Notary Public, Baldwin County, Ala.

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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 11<sup>th</sup> 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 force and effect.

W. N. Dyer  
W. N. Dyer (SEAL)

Charles E. Randall (SEAL)

\_\_\_\_\_  
(SEAL)

Taken and approved this 13<sup>d</sup>  
day of January, 1940.

R. S. Durr  
Clerk of Circuit Court of Baldwin County, Alabama.

RECORDED

AFFIDAVIT AND BOND:

W. N. DYER,

Plaintiff,

VS.

R. KRUPINSKI,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

*Filed January 13, 1940*  
*R. S. Dink, Register - Clerk*

\$ 135<sup>00</sup>

Foley, Ala.,

1937

ON OR BEFORE The 1st day of June, 1937, I, or we, promise to pay to the order of FARMERS & MERCHANTS BANK at Farmers & Merchants Bank, Foley, Alabama, the sum of

One Hundred Thirty five

DOLLARS

for value received with 8% interest from maturity.

In case this note is not paid at maturity, in full then I or we agree 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 Alabama 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 FARMERS & MERCHANTS BANK, its successors and assigns all my or our live stock and personal property for every kind now in my, or our possession and owned by me, or us and all live stock and personal property hereafter acquired, including horses, mules, colts, cows, yearlings, hogs, together with the increase, wagons, buggies, farming implements and household goods, and also my, or our, entire crop of cotton and corn and other produce, that I, we, my, or our families, may produce or cause to be produced, including all rents, in the present year; also the crops raised each successive year, until this debt is paid in full, also the following described property, to-wit:

One Bay Horse Mule  
Weight about 1200 lbs

all or any of which property after maturity, and non-payment of this note, in whole or in part, may be seized and sold by the said FARMERS & MERCHANTS BANK, its agents, successors or assigns, at private sale or public auction for cash at the place where said property is or at Farmers & Merchants Bank building in Foley, Ala., after posting for one day or more written notices in three public places in Foley, Alabama. The proceeds of such sale to be applied, first, to the expense of recording this note and mortgage, advertising, selling, conveying and attorney's fee; second, to the payment of the above sum, and balance, if there be any to the undersigned.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS:

M. N. L. [Signature]

R. T. Kupiraki (SEAL)

No. \_\_\_\_\_

*Proprietor*

ENDORSEMENT ON INTEREST

193	\$	10	193
193	\$	10	193
193	\$	10	193
193	\$	10	193
193	\$	10	193

Principal

but

135.00

9.51

144.51

115  
M30  
R88

Sta. Rt. Elmer

the

1. 11/15/13

*Proprietor*

1937 JUN 18  
800  
and duly recorded  
No. 72  
at 236  
Doed  
and 1/2 share, and 1/2  
and 1/2 share, and 1/2  
and 1/2 share, and 1/2

1937 JUN 18  
800  
and duly recorded  
No. 72  
at 236  
Doed  
and 1/2 share, and 1/2  
and 1/2 share, and 1/2

95

1/23/37

W. N. Rogers

to

A. R. Ruggles

# THE STATE OF ALABAMA, BALDWIN COUNTY

\$250.00

ELBERTA, ALA.,

June 14th.

1937

On the 15th. day of May, 1937, for value received, I or we, promise to pay to STATE BANK OF ELBERTA,

or order Two hundred fifty with interest from date at 8% per annum. DOLLARS

at its office in Elberta, Ala. I or we hereby waive all rights of exemption under the Constitution and Laws of the State of Alabama as to the collection of this debt; and I or we agree to pay all cost of recording this instrument, a reasonable attorney's fee and all other expenses incident to the collection of the same, incurred in any manner, whether by suit or otherwise. And to secure the above note as well as all else I or we now, or hereafter may owe to STATE BANK OF ELBERTA before the full payment hereof, I or we hereby grant, bargain, sell and convey to said STATE BANK OF ELBERTA all my or our livestock and increase, gathered crops now on hand, and household and kitchen furniture of every kind and description. The said STATE BANK OF ELBERTA is hereby authorized and empowered to buy, or have assigned to it any note or mortgage or other lien that I or we may have executed to, or owe to any other person, firm or corporation on any property, and such debt together with all other debts and obligations that I or we now owe or may hereafter owe to the said STATE BANK OF ELBERTA under this instrument, or otherwise, shall also be secured by such mortgage or lien so transferred to it as fully as if originally made to it. I or we also bargain, sell and convey to STATE BANK OF ELBERTA the following personal property, to-wit:

One Iron Age 2-row potato planter.

~~All crops and increase, all hogs and increase, and all other personal property not herein specially named, owned by me or us now, or at any time before the full payment of all debts secured by this note and mortgage, also my or our entire crops, of every kind and description, raised by me or us, or in which I or we may be interested during the years 1937, 1938, 1939, in Baldwin County, Alabama, or elsewhere, including all rents and advances due or to become due in me or us, or assigned for said~~ I or we hereby declare that the said property is my or our own, and that there is no lien or encumbrance on the same. If the said STATE BANK OF ELBERTA has to litigate with any other parties in any way for the recovery of any of said property, or its value, I or we agree to pay every expense incurred by reason of such litigation, including a reasonable attorney's fee. I or we agree to hold all fertilizers and supplies advanced under this mortgage, or purchased with moneys so advanced, as the property of and subject to the order of said STATE BANK OF ELBERTA. In the event I or we fail to pay this note, or any debt secured hereby, when due, or should I or we sell, dispose of, remove, abandon, distreat or injure, any of the above mentioned property, without the consent of the said STATE BANK OF ELBERTA or should the said STATE BANK OF ELBERTA, for any reason, or no reason, deem the debt, or debts, secured hereby to be insecure, then on the happening of either of said events, the said STATE BANK OF ELBERTA at its option, and without notice to me or us, may declare all debts evidenced or secured hereby due and payable, and it may seize, take possession of and sell any or all of said property at public outcry, for cash, to the highest bidder, or at private sale, where said property is located or at the State Bank of Elberta building in Elberta, Alabama after posting for one day or more written notices in three public places in Elberta, Alabama, and in the event of a sale of any property under this contract, the STATE BANK OF ELBERTA is hereby authorized to become the purchaser thereof.

WITNESS my or our hand and seal, this the 14th. day of June, 1937

ATTEST:

*Henry E. Elberta*  
P. O.

*R. Krawfinski* L. S.  
L. S.



R. Krupinski

Tw

W. N. Dyer

6/14/37

AS

### Probate Court

Filed in office this 15 day of JUN 15 1937  
 1937, at San Diego and duly recorded  
 in map book No. 72 at page 261  
 and I certify that \$ 485 Dues  
 tax and \$ 485 etc. 485 fire tax, had  
 been paid as required by law.

**Judge of Probate**

Arch Bk Ellinger

280  
7148  
130

Auf 10/11.000  
 # 17.01  
 Jahre 1900/1901 @ 11/15.00

[illegible]

E BANK OF ELBERTA  
ELBERTA, ALA.

\$ 157.00

ELBERTA, ALA., Feb. 4th. 1939

19

May 19th. 1939

after date, without grace I promise to

pay to the order of

W.N.Dyer

\*\*\*\*One hundred fifty seven\*\*\*\*

with interest from date at 8% per annum. DOLLARS

For value received, payable at the STATE BANK OF ELBERTA in Elberta, Alabama.

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 severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, 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, endorser, guarantor or any of them.