

648

J. I. CASE COMPANY,
a corporation,

PLAINTIFF,

VS.

LOUIS SMITH,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

REPLICATION

Comes now the Plaintiff and for Replication to the
pleas of the Defendant and to each thereof, separately and sev-
erally, says:

The Plaintiff joins issue on said pleas.


Attorney for Plaintiff

648
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW # 647

J. I. CASE COMPANY,
a corporation,

PLAINTIFF

VS.

LOUIS SMITH,

DEFENDANT.

REPLICATION

Filed Mar 5 1941
As Writ
LAW

Lloyd A. Magney,
Attorney at Law.

J. I. CASE COMPANY,
a Corporation,

Plaintiff,

VS.

WILLIAM MARVIN HALL,
doing business under
the trade name and
style of Baldwin Im-
plement Company,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

And now comes the Defendant and demurs to the Plaintiff's complaint,
and to each count thereof, separately and severally, says:

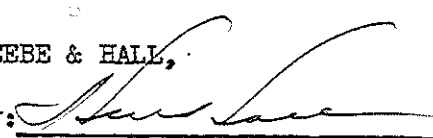
FIRST:

That said count does not state a cause of action.

SECOND:

That said count claims on alleged promissory notes which are not yet
due.

BEEBE & HALL,

By: 
Attorneys for Defendant.

648
RECORDED

DEMURRERS:

J. I. CASE COMPANY,
A Corporation,

Plaintiff,

VS.

WILLIAM MARVIN HALL,
doing business under
the trade name and
style of Baldwin Im-
plement Company,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

Filed April 17, 1941
R. S. Duck, Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

} Case No. 648 }
CIRCUIT COURT
Term, 1941

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon Ralph Dawson, Robert
if to be found in your County, at the instance of the Defendant
to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House there-
of, by 8:30 clock of the forenoon, on the 6 day of Nov, 1941
and from day to day and term to term of said Court until discharged by law, then and there to testify, and
the truth to say, in a certain cause pending, wherein J. I. Case Co Plaintiff
and William Marvin Hall Defendant.

Herein fail not and have you then and there this Writ.

Given under my hand and seal, this 29 day of Oct, 1941

R. S. Duck Clerk

Received in office this 29 day of

Oct

1941

W R Stuart

SHERIFF

I have executed this writ 11/1/41

Ralph Dawson

E

ORIGINAL

No. 648

Page

THE STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

J. I. Case Co

Plaintiff

VS.

William Marvin Hall

Defendant

CIVIL SUBPOENA

Issued this 29th day of

Oct

1941

R S. Duck

Clerk.

W R Stuart

SHERIFF

J. I. CASE COMPANY, A Corporation,

Plaintiff,

VS.

WILLIAM MARVIN HALL, Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

No. 648.

And now comes the Defendant and for answer to the Plaintiff's complaint and to each count thereof, separately and severally, says:

1.

That the facts therein alleged are untrue;

2.

That he is not indebted to the Plaintiff in the manner and form alleged;

3.

That he has paid the debt, for the recovery of which this suit was brought before the action was commenced;

4.

That there was a bona fide dispute between the Plaintiff and the Defendant as to the amount owing by the Defendant to the Plaintiff; that the Defendant offered and tendered to the Plaintiff his entire stock of goods (Case Products) at Robertsdale, in Baldwin County, Alabama, which said goods were accepted by the Plaintiff, and discharged the Defendant from all promises and all sums of money then due and owing;

5.

That there was a dispute as to the account between the Plaintiff and the Defendant; that the Defendant offered and tendered to the Plaintiff his entire stock of goods (Case Products) in his store building at Robertsdale, Alabama, in full settlement of said account; that during his absence the Defendant went to his store and took over and moved said stock of goods; wherefore the Defendant says that he was discharged from all promises and all sums of money then due and owing;

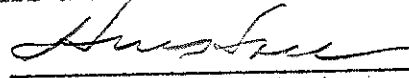
6.

That the indebtedness here sued on arose as a result of a sales contract between the Plaintiff and the Defendant under and by which the Plaintiff shipped to the Defendant some farm implements and appliances over a period of time; that it was the practice and the contract that the Defendant would pay the Plaintiff from time to time; that a dispute arose between the Plaintiff and the Defendant as to the amount due by the Defendant to the Plaintiff; that after discussing the matter with the representative of the Plaintiff, the Defendant agreed to deliver over his entire stock of goods, (Case Products) in his store at Robertsdale, Alabama, in full payment of his said account with the Plaintiff; that the Plaintiff soon thereafter

and during the absence of the Defendant went to the place of business at Robertsdale Alabama, and took over and removed the said stock of goods; that the Plaintiff thereby discharged the defendant from all promises and all sums of money then due and owing.

BEEBE & HALL

BY



Attorneys for Defendant.

RECORDED

J. I. Case Co
vs

William Marvin Hall

Answers

Filed 9/30/41
Respect
Clk

J. I. CASE COMPANY,
a corporation,

PLAINTIFF,

VS.

WILLIAM MARVIN HALL,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

REPLICATION

Comes now the Plaintiff and for Replication to the
pleas of the Defendant and to each thereof, separately and sev-
erally, says:

The Plaintiff joins issue on said pleas.

David Thompson

Attorney for Plaintiff

448
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW # 648

J. I. CASE COMPANY,
a corporation,

PLAINTIFF,

VS.

WILLIAM MARVIN HALL,

DEFENDANT.

REPLICATION.

Filed Nov 5/1941
Respect
Lloyd A. Magney
Attorney for Plaintiff.

STATE OF ALABAMA }
BALDWIN COUNTY }

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons William Marvin Hall, doing business under the trade name and style of Baldwin Implement Co., to appear within thirty days of 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 J. I. Case Company.

WITNESS MY HAND this 18th day of March, 1941.

R. S. Dush

Clerk

By Shedden Thompson, Deputy Clerk

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J. I. CASE COMPANY, a
corporation,

Plaintiff,

vs.

WILLIAM MARVIN HALL,
doing business under
the trade name and
style of Baldwin Im-
plement Co.,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

COMPLAINT

1. The plaintiff claims of the defendant \$182.20, due by promissory note made by him on the 16th day of October, 1939, and payable June 30th, 1940 with interest thereon.

2. The plaintiff claims of the defendant the further and additional sum of \$121.60, due by promissory note made by him on the 16th day of October, 1939 and payable on the 30th day of June, 1940, with interest thereon.

3. The plaintiff claims of the defendant the further and additional sum of \$131.20, due by promissory note made by him on the 18th day of October, 1939 and payable on the 30th day of June, 1940, with interest thereon.

4. The plaintiff claims of the defendant the further and additional sum of \$151.80, due by promissory note made by him

on the 18th day of October, 1939 and payable on the 31st day of May, 1940, with interest thereon.

5. The plaintiff claims of the defendant the further and additional sum of \$74.00, due by promissory note made by him on the 18th day of October, 1939 and payable on the 15th day of July, 1940, with interest thereon.

6. The plaintiff claims of the defendant the further and additional sum of \$96.00, due by promissory note made by him on the 31st day of November, 1939 and payable on the 31st day of May, 1940, with interest thereon.

7. The plaintiff claims of the defendant the further and additional sum of \$136.80, due by promissory note made by him on the 1st day of November, 1939 and payable on the 31st day of May, 1940, with interest thereon.

8. The plaintiff claims of the defendant the further and additional sum of \$136.80, due by promissory note made by him on the 1st day of November, 1939 and payable on the 31st day of May, 1940, with interest thereon.

9. The plaintiff claims of the defendant \$105.56, the balance due by promissory note made by him on the 22nd day of November, 1939 and payable on the 15th day of June, 1940, with interest thereon.

10. The plaintiff claims of the defendant the further and additional sum of \$135.62, due by promissory note made by him on the 22nd day of November, 1939 and payable on the 15th day of July, 1940, with interest thereon.

11. ~~The plaintiff claims of the defendant the further and additional sum of \$23.60, due by promissory note made by him on the 15th day of July, 1940, and payable on the 15th day of July, 1941, with interest thereon.~~

12. ~~The plaintiff claims of the defendant the further and additional sum of \$79.60, due by promissory note made by him on the 15th day of July, 1940 and payable on the 15th day of July, 1941, with interest thereon.~~

13. ~~The plaintiff claims of the defendant the further and additional sum of \$18.20, due by promissory note made by him on the 15th day of July, 1940 and payable on the 15th day of July, 1941, with interest thereon.~~

14. ~~The plaintiff claims of the defendant the further and additional sum of \$9.20, due by promissory note made by him on the 15th day of July, 1940 and payable on the 15th day of July, 1941, with interest thereon.~~

15. The plaintiff claims of the defendant \$138.58, the balance due by promissory note made by him on the 30th day of June, 1940 and payable on the 15th day of October, 1940, with interest thereon.

16. The plaintiff claims of the defendant the further and additional sum of \$151.80, due by promissory note made by him on the 31st day of May, 1940 and payable on the 31st day of October, 1940, with interest thereon.

17. The plaintiff claims of the defendant \$15.60, the balance due by promissory note made by him on the 5th day of January, 1940 and payable on the 15th day of October, 1940, with interest thereon.

18. The plaintiff claims of the defendant the further and additional sum of \$1,050.80, due by promissory note made by him on the 5th day of January, 1940 and payable on the 15th day of October, 1940 with interest thereon.

19. The plaintiff claims of the defendant the further and additional sum of \$28.10, due by promissory note made by him on the 19th day of January, 1940 and payable on the 15th day of July, 1940, with interest thereon.

20. The plaintiff claims of the defendant the further and additional sum of \$108.00, due by promissory note made by him on the 17th day of January, 1940, and payable on the 31st day of August, 1940, with interest thereon.

21. The plaintiff claims of the defendant \$110.20, the balance due by promissory note made by him on the 17th day of Jan-

uary, 1940 and payable on the 15th day of October, 1940, with interest thereon.

22. The plaintiff claims of the defendant the further and additional sum of \$110.20, the balance due by promissory note made by him on the 17th day of January, 1940 and payable on the 15th day of October, 1940, with interest thereon.

23. The plaintiff claims of the defendant the further and additional sum of \$110.20, the balance due by promissory note made by him on the 17th day of January, 1940 and payable on the 15th day of October, 1940, with interest thereon.

24. The plaintiff claims of the defendant the further and additional sum of \$110.20, the balance due by promissory note made by him on the 17th day of January, 1940 and payable on the 15th day of October, 1940, with interest thereon.

25. The plaintiff claims of the defendant the further and additional sum of \$22.13, due by promissory note made by him on the 13th day of February, 1940 and payable on the 15th day of October, 1940, with interest thereon.

26. The plaintiff claims of the defendant the further and additional sum of \$60.00, due by promissory note made by him on the 13th day of February, 1940 and payable on the 15th day of October, 1940, with interest thereon.

27. The plaintiff claims of the defendant the further and additional sum of \$60.00, due by promissory note made by him on the 13th day of February, 1940 and payable on the 15th day of October, 1940, with interest thereon.

28. The plaintiff avers that in, by and as a part of each and all of the notes hereinbefore sued upon, in counts numbered 1 to 27, inclusive, it is provided that the maker thereof, the above named defendant, will pay an attorney's fee of 10% of the amount unpaid in case payment shall not be made at maturity, and said note is placed in the hands of an attorney for collection; that each of said notes was not paid at maturity and each of said notes was placed in the hands of an attorney for collection; that

-Page 5-

the aggregate amount of said notes, with the interest, is the sum of \$3,756.23 and that the 10% of said amount promised by the defendant to be paid as an attorney's fee is the sum of \$375.62 and plaintiff claims of the defendant the further and additional sum of \$375.62 as such attorney's fee.

David Tommaney
Attorney for plaintiff.

Plaintiff demands a trial by jury.

David Tommaney
Attorney for Plaintiff.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Executed this 18th day of March 1941
by Deputy Sheriff & Copy
at Within Summons
Complaint on
William Marvin Hall
doing business under
the trade name & style of
Baldwin Implement Co
W. R. Stuart
Sheriff

D. S.

J. I. CASE COMPANY, a cor-
poration,

Plaintiff,

vs.

WILLIAM MARVIN HALL, doing
business under the trade
name and style of Baldwin
Implement Company,
Defendant.

COMPLAINT

Filed March 18, 1941,
R. S. Duck, Clerk

LLOYD A. MAGNEY
ATTORNEY AT LAW
FOLEY, ALABAMA