

THE JOHN DEERE PLOW COMPANY, of
St. Louis, a Corporation,
PLAINTIFF,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

VS.

MARTIN KRCHAK,
DEFENDANT.

AT LAW.

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

1. Non Detinet.
2. The facts therein alleged are untrue.
3. The note here sued on was one of a series of notes given
for the purchase price, or part of the purchase price, of one Model A
tractor, that the Defendant bought of the Plaintiff, which tractor, the
Plaintiff warranted to be well made and of good material, when, in fact,
the said tractor was not well made and of good material, to the damage
of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100
(\$1195.38) DOLLARS, which he offers to recoup and set off against the demand of
the Plaintiff.

4. That at the time this action was commenced Plaintiff was
liable to, or indebted to the Defendant in the sum of ELEVEN HUNDRED
NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, for the breach of a warranty
in the sale of one Model A tractor to him, on the 26th day of July, 1941,
which the Plaintiff warranted to be well made and of good material, when,
in fact, said tractor was not well made and of good material, but was
unsuitable for the purposes for which it was bought, and the Defendant offers
to set off the same against the claim of the Plaintiff, and claims judgment
for any excess; Plaintiff further alleges that the said note, the basis of
this action was one of a series of notes given for the purchase price of the
said tractor, and that the Plaintiff knew of the conditions of the execution
of said notes.

5. That the note here sued on was one of a series of notes given
for the purchase price, or part of the purchase price of one Model A tractor,
sold by the Plaintiff to the Defendant, which tractor the Plaintiff warranted
to be of good material and well made, when, in fact, the said tractor was not
of good material and well made and in working condition, to the damage of
the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38)

DOLLARS, which he offers to recoup and set off against the demand of the Plaintiff; the Defendant alleges that he relied on the said warranty and purchased said tractor on the faith thereof.

6. That the note sued on was one of a series of notes given for the purchase price, or part of the purchase price, of one Model A tractor; that in fact the Plaintiff was the seller of said tractor, through the Foley Hardware Company, of Foley, Alabama, as dealer, and that the Plaintiff knew of all the conditions accompanying the sale, and warranted the tractor to be of good material and well made, when, in fact, the said tractor was not of good material and well made, to the damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to recoup and set off against the demand of the Plaintiff.

7. That the note here sued on was one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor, which the Plaintiff represented to be of good material and well made, and on the faith of said representation Defendant purchased the tractor, and it is averred that said representation was false and untrue, and that said tractor was not of good material and well made, and by reason of such false representation, the Defendant was damaged in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to set off against the claim of the Plaintiff.

8. That the note here sued on is one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor; that said note was made to the Plaintiff for a part of the purchase price of a Model A John Deere tractor, which the Plaintiff warranted to be of good material and well made, when, in fact, the said tractor was not of good material and well made, to the damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to recoup and set off against the demand of the Plaintiff and claims judgment for any excess.

9. That said note was one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor, given by the Defendant to the Plaintiff; that the said Plaintiff warranted the said tractor to be of good material and well made; that immediately after getting the tractor, it was found to be not as warranted, and the Defendant immediately advised the Plaintiff, who sent its representative to inspect the said tractor, and it was found by the said representative to be not as warranted; that the said tractor could not be used for the purposes for which it was purchased, all of which was to the

damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to set off against the claim of the Plaintiff and claims judgment for any excess.

10. The note here sued on was one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor, sold by the Foley Hardware Company, of Foley, Alabama, to the Defendant, which said tractor the Plaintiff warranted to be of good material and well made, when, in fact, the said tractor was not of good material and well made and in working condition, all to the damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to recoup and set off against the claim of the Plaintiff.

11. The note here sued on was one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor, sold through the Foley Hardware Company, of Foley, Alabama, to the Defendant, which said tractor the Plaintiff warranted to be of good material and well made, when, in fact, the said tractor was not of good material and well made and in working condition, all to the damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to recoup and set off against the claim of the Plaintiff.

12. The Defendant, for further answer to counts 2, 3, and 4 of the said Complaint, saith that the note sued on, was not executed by him, or by anyone authorized to bind him in the premises, and he makes oath that this plea is true.

Sworn to and subscribed before me this the _____ day of September, 1942.

Notary Public, Baldwin County, Ala.

BEEBE & HALL

By: _____

Attorneys for Defendant.

Defendant demands trial by jury.

BEEBE & HALL

By: _____

Attorneys for Defendant.

Урадавања за референдум
за:
БЕЗБЕДНОСТ

референдумски резултат је једна.

Урадавања за референдум
за:
БЕЗБЕДНОСТ

Урадавања за референдум
за:

1848

Урадавања за референдум
за:

Урадавања за референдум

Урадавања за референдум
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за:

THE STATE OF ALABAMA,
Baldwin
~~Montgomery~~ County.

To any Sheriff of the State of Alabama—GREETING:

You are hereby Commanded to summon

MARTIN KRCHAK

Baldwin
to appear before the Circuit Court of ~~Montgomery~~ County, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur or plead to the complaint of

THE JOHN DEERE PLOW COMPANY OF STL LOUIS, a corporation

And you are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this 28 day of August

1942

R. S. Smith Clerk.

COMPLAINT

THE STATE OF ALABAMA,
Baldwin
~~Montgomery~~ County.

Baldwin
In the Circuit Court of ~~Montgomery~~ County

Term, 193

THE JOHN DEERE PLOW COMPANY
OF ST. LOUIS, a corporation

vs.

MARTIN KRCHAK

Plaintiff

Defendant

1. The Plaintiff Claims of the Defendant the following described personal property, to-wit:

~~Defendant~~

1 Model "A" Tractor, Serial #492084, with power lift,

together with the value of the hire or use thereof during the detention, viz.: August 26, 1942.

2. The plaintiff claims of the defendant Two Hundred Three and 84/100 (\$203.84) Dollars due by promissory note made by him in favor of Foley Hardware Company, dated June 26, 1941, payable June 1, 1942, with interest from date; and plaintiff avers that in and by said note the defendant agreed to pay a reasonable attorney's fee, and plaintiff claims Fifty (\$50.00) Dollars additional as such fee, and plaintiff further avers that in and by said note defendant waived all right of exemption as to personal property. Plaintiff further avers that said note was negotiated in due course to plaintiff and that plaintiff is the holder of said note in due course.

2. The plaintiff claims of the defendant Two Hundred Three and 84/100 (\$203.84) Dollars due by promissory note made by him in favor of Foley Hardware Company, dated June 26, 1941, payable December 1, 1942, with interest from date; and plaintiff avers that in and by said note the defendant agreed to pay a reasonable attorney's fee, and plaintiff claims Fifty (\$50.00) Dollars additional as such fee, and plaintiff further avers that in and by said note defendant waived all right of exemption as to personal property. Plaintiff further avers that said note was negotiated in due course to plaintiff and that plaintiff is the holder of said note in due course. Plaintiff further avers that in said note it is provided that in event of default in the payment of any notes given for the purchase price of said equipment that all of said notes shall become immediately due and payable.

3. The plaintiff claims of the defendant Two Hundred Three and 84/100 (\$203.84) Dollars due by promissory note made by him in favor of Foley Hardware Company, dated June 26, 1941, payable June 1, 1943, with interest from date; and plaintiff avers that in and by said note the defendant agreed to pay a reasonable attorney's fee, and plaintiff claims Fifty (\$50.00) Dollars additional as such fee, and plaintiff further avers that in and by said note defendant waived all right of exemption as to personal property. Plaintiff further avers that said note was negotiated in due course to plaintiff and that plaintiff is the holder of said note in due course. Plaintiff further avers that in said note it is provided that in event of default in the payment of any notes given for the purchase price of said equipment that all of said notes shall become immediately due and payable.

J. B. Smith

Attorney for plaintiff

Received in Sheriff's Office
this 28 day of Aug, 1942
W. R. STUART, Sheriff

RECORDED

No. 773

THE JOHN DEERE PLOW COMPANY
OF ST. LOUIS, a corporation
vs.

MARTIN KROCHAK

Executed by serving
of the within Summons and Complaint on
Defendant this the
193

Sheriff.

THE STATE OF ALABAMA,
Baldwin
Montgomery County.

To the Sheriff of Said County—GREETING:

The Plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant give bond, payable to the Plaintiff, with security in double value of the property, conditioned that if the Defendant is cast in the suit he will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

WITNESS my hand this 25 day of August

A. D., 1942

Executed by serving a copy of
the following Summons &
Complaint to Martin Krochak
the Defendant, and returning to
my possession. The within
deposited property
model A tractor Serial #490034
with power lift. This 29th
day of August 1942
W. R. Stuart, Sheriff
By: B. A. Hickey, C.S.

Baldwin
Circuit Court of Montgomery County
Term, 193

SUMMONS AND COMPLAINT

Filed in office this 28 day of
August A. D., 1942

Clerk.

Fred S. Ball, Jr. Plaintiff's Attorney.

DIXIE PRINT—7098A

Baldwin
Clerk Circuit Court Montgomery County.

THE JOHN DEERE PLOW COMPANY
OF ST. LOUIS, a corporation

vs

MARTIN KRCHAK

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

And now comes the Defendant and for answer to the
interrogatories heretofore filed in this cause, and each separately
and severally, says:

1. Martin Krchak. 57. Robertsdale, Alabama
2. Farming.
3. Farming.
4. Yes.
5. See answer to No. 4
6. Foley Hardware Company, June 26th, 1941; exchanged
John Deere tractor; \$815.36; \$203.84 December 1, 1941; \$203.84 June 1st,
1942, \$203.84 December 1st, 1942, and \$203.84 due June 1st, 1943.
7. I purchased tractor through the Foley Hardware Company
on June 26th, 1941. It is the tractor described in the Complaint.
8. It is a fact that I purchased the tractor described in
the complaint through the Foley Hardware Company, on which I agreed to make
the payments of \$203.84 on June 1st, 1942, December 1st, 1942, and June 1,
1943.
9. Yes.
10. See answer to 9.
11. I purchased the tractor through the Foley Hardware Company.
At the time I purchased it, I signed the usual printed form of contract of
the Plaintiff.
12. I purchased the tractor through the Foley Hardware Company.
13. Max Lawrenz of the Foley Hardware Company.
14. See attached.
15. See attached. Also Mr. Lawrenz represented that the
tractor had plowed only 140 acres and that it was as good as new. These

statements were made immediately before I purchased the tractor.

16. The tractor was not in good mechanical working condition. It used too much oil; it had no power; the motor had a knock in it.

17. The tractor was bought for farming purposes; immediately after I found that it was not as represented, I reported the matter to Mr. Max Lawrenz of the Foley Hardware Company; Mr. Lawrenz and a mechanic came to my place, looked over the tractor and it was carried to their shop at Foley, and new rings and wrist pins put in. It was then taken back to my place and I again found that it did not operate; I again reported to Mr. Lawrenz; he and a representative of the John Deere Plow Company came to my place and looked over the tractor, and again they put new rings in the tractor, and at that time stated that it still was not in working condition; the mechanic of the Plaintiff stated that he was from Atlanta and did not have time to completely overhaul the tractor.

18. The tractor was bought subject to the terms and conditions of the usual sales contract and on the form furnished by the Plaintiff company.

19. Mr. Max Lawrenc and the Agent of the Plaintiff Company, whose name I do not know.

20. The tractor was sold to me by the John Deere Plow Company through the Foley Hardware Company.

21. I bought the tractor from the John Deere Plow Company through the Foley Hardware Company.

22. I had no direct conversation with the John Deere Plow Company at the time I bought the tractor. I, however, relied upon the warranties contained in the printed warranty delivered to me at the time I bought the tractor.

23. Soon after I bought it.

24. Yes; about 35 acres; used it some for cultivating crops; about 35 acres.

25. Yes, see answer to 24.

26. Yes, some. About 30 acres.

27. See answer to 24.

28. The tractor was not in working condition for any appreciable time. We were forced to hire the plowing done.

29. We used the tractor from time to time doing light plowing.

30. We used it some when it was in working condition.

31. We have worked on the tractor ourselves from time to time in an effort to get it to operate.

32. At my place in Robertsdale, Alabama.

33. My two sons.

34. Max Lawrenz; the mechanic of the Plaintiff Company, whose name I do not know, the Agent of the John Deere Plow Company, whose name I do not know; this was all before the suit in this case was filed.

35. I made one payment on the tractor, and when the second payment came due, the tractor was not in working condition, and I had repeatedly reported it to the Company, I deposited the money in the Central Baldwin Bank at Robertsdale to be paid immediately the tractor was fixed and put in working condition.

36. It was my impression all the time that the notes were made to the John Deere Plow Company. The notes that I signed were on the regular John Deere Plow Company form, and it was generally understood that the notes were payable to it; the name of the Foley Hardware Company did not appear on the notes at the time I signed them.

37. I have received no letters from the John Deere Plow Company.

Martin Krchak

STATE OF ALABAMA
BALDWIN COUNTY.

Before me, the undersigned authority, personally appeared Martin Krchak, who is known to me, and who having been by me first duly sworn, deposes and says that the foregoing answers to the interrogatories heretofore filed by the Plaintiff and true and correct.

Lu Lu
Notary Public, Baldwin County, Alabama

Order

JOHN DEERE TRAC. AND IMPLEMENTS.

Date 6-26 19 43

TO Foley Hdwe. Company
Name of dealer
Foley Ala.
Town State

The undersigned orders of you for delivery on or about _____

_____ 19 _____ at _____ the following:
Price each

1 Model "A" Tractor \$ _____
\$ _____

For which (I or We) agree to pay freight from _____

and to pay you \$ _____ as follows:

\$ _____ trade in, if any, describe fully on following line:

1 Model "B" John Deere

\$a _____ Cash on delivery, and execute notes as follows:

\$ <u>203.84</u>	due	<u>12-1</u>	<u>1941</u>) Said notes payable at <u>Robertsdale, Alabama</u> <u>Banking town</u> and to bear interest at <u>6</u> per cent per annum from _____ and <u>6</u> per cent per annum from maturity until paid.
\$ <u>203.84</u>	due	<u>6-1</u>	<u>19 42</u>	
\$ <u>203.84</u>	due	<u>12-1</u>	<u>1942</u>	
\$ <u>203.84</u>	due	<u>6-1</u>	<u>1943</u>	
\$40	due		<u>19</u>	

It is expressly agreed and understood that title to and ownership of the machines ordered herein, and to all repairs and extras furnished therefor, is and shall remain in the seller until fully paid for in money.

All machines ordered herein are warranted as per printed warranty on other side. This order is signed in triplicate and covers the entire agreement between us, one copy being retained by me (us) receipt of which is hereby acknowledged.

Signed Martin Krohak P. O. _____

Sold by _____

Dealer sign _____

WARRANTY.

The John Deere Plow Company, hereinafter referred to as the Plow Company, warrants each John Deere machine herein ordered to be well made and of good material, and, in full satisfaction of said warranty, agrees to furnish, and the Purchaser agrees to accept, free of charge except for freight or express charges from factory, a new part to replace any part which proves defective with proper use for a period of ninety days from date of delivery to purchaser, provided this defective part is returned to the Dealer and a new part requested within that time; and provided, further, that the Plow Company shall in no case be liable hereunder for more than the cost of such a new part or parts.

The plow Company further warrants and guarantees that each machine will do good work if properly set up, adjusted, used and operated by a competent person, under reasonable conditions. The Purchaser agrees to give each machine a fair trial as soon as possible after receiving same and within one day after its first use, and if it then fails to work well with proper handling, to give the Dealer written notice within three days after said trial, stating the nature of the trouble, and allow a reasonable time to send instructions or otherwise remedy the trouble (the Purchaser agreeing to render necessary and friendly assistance) and may at its option substitute new parts or a new machine. If the Plow Company fails to send a man, or if the machine as then adjusted, repaired, or replaced, still fails to fulfil the warranty, the Purchaser shall decide within two days thereafter whether to keep it or return it, and if he desire to return it, he shall give the dealer immediate written notice, tender back the machine at the place where delivered to him, in as good condition as when received, natural wear excepted, and request the refund of the purchase price, repayment of which shall constitute a settlement in full. The Plow Company assumes no liability hereunder either to put the machine in good working order or to take it back, unless such trial is made and such notices are given within the time specified. Failure to give such notices or use of the machine for more than one day or continued retention of possession shall be considered an unconditional acceptance and a fulfillment or waiver of all warranties and no assistance rendered by the Plow Company in operating any machine or in remedying any actual or alleged defects, either before or after said trial period, shall waive or excuse failure by the purchaser to comply with said conditions.

The Plow Company shall in no case be responsible for any trouble caused by care careless or improper handling by the Purchaser, and all expenses incurred by the Plow Company in remedying such trouble shall be paid by the Purchaser. The Plow Company shall not be liable for repairs not made at its factory.

As the character or quantity of work done may vary under different conditions, no warranty is given on any machine for particular purposes or persons, and it is understood that the above warranty of good work refers to use for general farm purposes and or other purposes for which the machine may be designed under ordinary and average conditions.

It is agreed that this order shall be divisible as to each machine and attachment for which a separate price is named, and the failure of any article to fill the warranty shall not affect the liability of the Purchaser for any other article offered.

No dealer or representative of the Plow Company has any authority to alter or add to the above printed warranty and agreement, either before or after the sign-

ing of this order or to waive compliance therewith at any time, and the purchaser understands and agrees that there are no oral or implied warranties, and that said machine or machines/sold subject to the above printed warranties, and no others, and that the said Plow Company is to be wholly discharged of liability thereunder in case the purchaser fails to settle and pay for the property herein ordered promptly and in accordance with the terms of this order, and that in no event is the Plow Company to be liable for breach of warranty in an amount exceeding the purchase price of the article claimed to be defective.

EXCEPTIONS TO WARRANTY.

Molds, shares, shovels, landsides, poles, knives, sickles, canvases, canvas slats, belting, reel slats, reel arms, dry cells, ignition parts, electrical equipment, wagon seat springs are not warranted. Wagon box sides and ends are not warranted against splitting. Rubber tires are not warranted by the seller, as these come under the guaranty of the rubber tire manufacturer.

In the event the order given on the reverse side hereof specifies used John Deere machines, the warranty on new machines, as printed above, does not apply. Such used machinery is purchased and accepted by the purchaser in the present condition thereof, and there is no warranty, express or implied, except that of title in the vendor.

Dr. J. W. P. &
M. W. K. K.

Witness to signing of

28/9/44
J. W. P. &
M. W. K.

BEEBE & HALL
LAWYERS
BAY MINETTE, ALABAMA

THE JOHN DEERE PLOW COMPANY, of
St. Louis, a Corporation
PLAINTIFF

VS

MARTIN KROCHAK,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

And now comes the Defendant and amends his answer to
the Plaintiff's Complaint, and to each count thereof separately and
severally, by adding Plea A as follows:

A.

That the consideration for the notes sued on has failed,
~~in this, that, the said notes were given as and for the purchase price of~~
the tractor sued for in the Complaint, which said tractor was purchased
from the Foley Hardware Company, to whom the said notes were made pay-
able; that the Foley Hardware Company represented that the tractor was in good
mechanical condition; that the Defendant, believing and relying on said
representation, purchased said tractor and executed said notes for the
purchase money therefor; that said representations were fraudulent and
false in that said tractor was not in good mechanical condition; that said
Plaintiff purchased said notes with the full knowledge of the fact that they
were given for the purchase price of said tractor, and that the Foley Hardware
Company had represented the same to be in good mechanical condition, and that
such representations were fraudulent and false; Wherefore, the consideration
for the said notes has wholly failed and the Plaintiff ought not to further
prosecute this suit.

BEEBE & HALL

BY Shirley
Attorneys for Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA

THE JOHN DEERE PLOW COMPANY
OF ST. LOUIS, a corporation

vs.

MARTIN KRCHAK

Now comes the plaintiff and demurs to the pleas
filed by the defendant and to each of said pleas, separately
and severally, and for grounds separately and severally assigns
the following:

1. Said plea fails to aver that the plaintiff sold the
tractor to the defendant and for aught there appears in said
plea the defendant may have purchased the tractor from a third
party.

2. Said plea fails to state whether the alleged
warranty was oral or written.

3. Said plea fails to set out the warranty either
verbatim or in substance.

4. Said plea alleges that the tractor was unsuitable
for the purposes for which it was bought but said plea fails to
set out the purposes for which it was bought and fails to set out
the facts as to the manner in which said tractor was unsuitable.

5. Said plea alleges that the plaintiff was the seller
of said tractor through the Foley Hardware Company of Foley,
Alabama, as dealer, but said plea fails to state the Foley
Hardware Company was an agent of the plaintiff in the sale of the
tractor and for aught there appears in said plea Foley Hardware
Company was an independent dealer who purchased the tractor from
the plaintiff and in turn resold it to the defendant and for
aught there appears in said plea Foley Hardware Company was not

an agent of the plaintiff or authorized to make any warranties which would bind the plaintiff.

6. Said plea seeks to set up facts constituting deceit or fraud in the sale of chattels but fails to set up facts sufficient to constitute deceit or fraud.

7. Said plea shows on its face that the tractor was sold to the defendant by Foley Hardware Company and not by this plaintiff and that the plaintiff is not chargeable with a warranty made by a third party.

8. Said plea is no answer to the complaint.

9. Said plea is no answer to Count 1 of the complaint.

10. Said plea is no answer to either of the counts numbered 2 of the complaint.

11. Said plea is no answer to Count 3 of the complaint.

12. Said plea is no answer to those counts of the complaint in which the plaintiff describes himself as being a holder in due course.

J B Blackburn

W B Sawyer

Attorneys for plaintiff

The John Lewis Law. Co.

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James
to
Pear

Pedrick

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THE JOHN DEERE FLOW COMPANY, of
St. Louis, a Corporation,
PLAINTIFF,

IN THE CIRCUIT COURT OF
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the said tractor was not well made and of good material, to the damage
of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100
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4. That at the time this action was commenced Plaintiff was
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which the Plaintiff warranted to be well made and of good material, when,
in fact, said tractor was not well made and of good material, but was
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to set off the same against the claim of the Plaintiff, and claims judgment
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said tractor, and that the Plaintiff knew of the conditions of the execution
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5. That the note here sued on was one of a series of notes given
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sold by the Plaintiff to the Defendant, which tractor the Plaintiff warranted
to be of good material and well made, when, in fact, the said tractor was not
of good material and well made and in working condition, to the damage of
the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38)

DOLLARS, which he offers to recoup and set off against the demand of the Plaintiff; the Defendant alleges that he relied on the said warranty and purchased said tractor on the faith thereof.

6. That the note sued on was one of a series of notes given for the purchase price, or part of the purchase price, of one Model A tractor; that in fact the Plaintiff was the seller of said tractor, through the Foley Hardware Company, of Foley, Alabama, as dealer, and that the Plaintiff knew of all the conditions accompanying the sale, and warranted the tractor to be of good material and well made, when, in fact, the said tractor was not of good material and well made, to the damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to recoup and set off against the demand of the Plaintiff.

7. That the note here sued on was one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor, which the Plaintiff represented to be of good material and well made, and on the faith of said representation Defendant purchased the tractor, and it is averred that said representation was false and untrue, and that said tractor was not of good material and well made, and by reason of such false representation, the Defendant was damaged in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to set off against the claim of the Plaintiff.

8. That the note here sued on is one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor; that said note was made to the Plaintiff for a part of the purchase price of a Model A John Deere tractor, which the Plaintiff warranted to be of good material and well made, when, in fact, the said tractor was not of good material and well made, to the damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to recoup and set off against the demand of the Plaintiff and claims judgment for any excess.

9. That said note was one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor, given by the Defendant to the Plaintiff; that the said Plaintiff warranted the said tractor to be of good material and well made; that immediately after getting the tractor, it was found to be not as warranted, and the Defendant immediately advised the Plaintiff, who sent its representative to inspect the said tractor, and it was found by the said representative to be not as warranted; that the said tractor could not be used for the purposes for which it was purchased, all of which was to the

damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to set off against the claim of the Plaintiff and claims judgment for any excess.

10. The note here sued on was one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor, sold by the Foley Hardware Company, of Foley, Alabama, to the Defendant, which said tractor the Plaintiff warranted to be of good material and well made, when, in fact, the said tractor was not of good material and well made and in working condition, all to the damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to recoup and set off against the claim of the Plaintiff.

11. The note here sued on was one of a series of notes given for the purchase price or part of the purchase price of one Model A tractor, sold through the Foley Hardware Company, of Foley, Alabama, to the Defendant, which said tractor the Plaintiff warranted to be of good material and well made, when, in fact, the said tractor was not of good material and well made and in working condition, all to the damage of the Defendant in the sum of ELEVEN HUNDRED NINETY-FIVE AND 38/100 (\$1195.38) DOLLARS, which he offers to recoup and set off against the claim of the Plaintiff.

12. The Defendant, for further answer to counts 2, 3, and 4 of the said Complaint, saith that the note sued on, was not executed by him, or by anyone authorized to bind him in the premises, and he makes oath that this plea is true.

Martin Vrchak

Sworn to and subscribed before me this the 78 day of September, 1942.

Shirley

Notary Public, Baldwin County, Ala.

BEEBE & HALL

By:

Shirley
Attorneys for Defendant.

Defendant demands trial by jury.

BEEBE & HALL

By:

Shirley
Attorneys for Defendant.

The State of Alabama

MONTGOMERY COUNTY

Know all Men by these Presents, That we The John Deere Plow Company of St. Louis, a corporation, and undersigned sureties,

are held and firmly bound unto Martin Krchak

in the sum of Five Hundred and no/100- - - (\$500.00)- - - - - Dollars.
to be paid to the said Martin Krchak, his

Heirs, executors, administrators, or assigns; for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, and firmly, by these presents. Sealed with our seals, and dated this 26 day of August in the year of our Lord, One Thousand Nine Hundred and Forty-two.

The condition of the above obligations is such, That whereas the above bound The John Deere Plow Company of St. Louis, a corporation, on the day of the date hereof, hath obtained at the suit of itself against Martin Krchak

a Summons and Complaint for the recovery of personal chattels in specie against and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which Summons and Complaint are returnable to the next term of the Circuit Court of ~~Montgomery~~ ^{Gadsden} for said County and which said endorsement is made upon the Plaintiff entering into this Bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

THE JOHN DEERE PLOW COMPANY
OF ST. LOUIS, a corporation (L. S.)

By [Signature] As its attorney (L. S.)

AMERICAN SURETY COMPANY OF NEW YORK,

By: [Signature] as its attorney in fact

Approved this

day of

1942

Clerk.

The State of Alabama
Montgomery County

Myrl C. Story, a Notary Public in and for said State and County,
Before me, ~~John R. Wallace, Clerk of the Circuit Court of Montgomery County, in and for said County,~~ personally
appeared Fred S. Ball, Jr. who being duly

sworn, deposeth and saith, That the property sued for in the complaint of The John Deere Plow
Company of St. Louis, a corporation, vs. Martin Krchak, to-wit:
1 Model "A" Tractor, Serial #492084, with power life,

belongs to The John Deere Plow Company of St. Louis, a corporation,
the said Plaintiff.

Sworn to and subscribed before me this

26 day of August 1942

Myrl C. Story
Notary Public
Montgomery County, Alabama

CLERK

Fred S. Ball, Jr.

773
DETINUE BOND AND
AFFIDAVIT

vs.

Barbara
Circuit Court of Montgomery
County

Filed in office

26 day of August, 1942

K. S. Duck
Clerk.

RECORDED

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA

THE JOHN DEERE PLOW COMPANY
OF ST. LOUIS, a corporation

Plaintiff

vs.

MARTIN KRCHAK

Defendant

Interrogatories to be propounded
to the defendant by the plaintiff.

1. Please state your name, age and place of residence.
2. What was your occupation in July 1941?
3. What is your present occupation?
4. At the time this suit was filed in August 1942
did you have in your possession the tractor described in the
complaint?
5. If your answer to the above question is in the
negative, then state who did have possession at that time of
the tractor described in the complaint and state all the facts
with reference thereto.
6. If you state that you did have possession of the
tractor described in the complaint in this case when this suit
was filed in August 1942, then state where you got the tractor
from, whom you got it from, when you got it, what you paid for
it down, what you agreed to pay on time, and describe the amount
and due dates of the installments and state all of the facts
with reference to the purchase of said tractor.
7. Did you buy a tractor from Foley Hardware Company
on or about July 26, 1941? If so, is that the tractor that is
described in the complaint. If not, then describe the tractor
you bought at that time.
8. Is it a fact that on or about July 26, 1941, you
purchased the tractor described in the complaint from Foley

Hardware Company on which you agreed to pay \$203.84 on June 1, 1942, and a like amount on December 1, 1942, and a like amount on June 1, 1943, and if not, then state what the agreement and arrangements were with reference to the payment of the purchase price of the tractor.

9. Please state whether you signed the notes described in the complaint, and if not, then state what notes you did sign with reference to the purchase of the tractor.

10. If you state that you did not sign the notes described in the complaint, then state who it was that signed your name to said notes and state all the facts you know with reference to how your name happens to appear on the notes described in the complaint.

11. In Plea 3 you state that you bought the tractor from the plaintiff: Please state specifically and in detail the name of the individual from whom you purchased the tractor and state what his connection was with the plaintiff and attach to your answers the original or a true and correct copy of each and every document you have which is in any way evidence of your having purchased this tractor from the plaintiff.

12. Is it not a fact that you purchased the tractor from Foley Hardware Company?

13. State the name and address of each individual with whom you had any contact in the purchase of the tractor.

14. In your pleas you make reference to certain warranties: Please attach to your answers a true and correct copy of each contract or writing containing a warranty given to you by the plaintiff.

15. Please state whether the warranties referred to in your pleas were written or oral and if they were in writing attach a copy thereof to your answers, and if they were oral then state the substance of each warranty and state the name of the individual who made the warranty and the date and place where said warranty was given.

16. In your pleas you state that the tractor was not well made and of good material: Please state specifically and in detail in what respect said tractor was not well made and state the facts on which you base said allegation that the tractor was not well made and describe each piece of material in said tractor which was not good.

17. In your plea you state that the tractor was unsuitable for the purposes for which it was paid: Please state specifically and in detail the purposes for which the tractor was bought and state the name and address of each person connected with the plaintiff to whom you communicated or made known the purposes for which the tractor was bought and state specifically and in detail the facts on which you base your statement that the tractor was unsuitable for those purposes.

18. In Plea 6 you state that the plaintiff knew of all the conditions accompanying the sale that warranted the tractor to be of good material and well made: Please state the name and address of each person connected with the plaintiff and state what his connection was and state in what manner and in what way knowledge was brought to it as to the conditions accompanying the sale.

19. In Plea 7 you state that the plaintiff represented the tractor to be of good material and well made: Please state the name and address of each person connected with the plaintiff who made representations to you and state the date and place where they were made and the substance of each representation made to you and state specifically and in detail each respect in which said representations were untrue.

20. In Plea 3 you state that you bought the tractor from the plaintiff but in Plea 10 you state that the tractor was sold to you by the Foley Hardware Company: Please state which of these allegations is true and state the name of the person, firm or corporation from whom you actually bought the tractor.

21. Is it a fact that you bought the tractor from Foley Hardware Company, a concern operated at Foley, Alabama?

22. State whether in your negotiations for the purchase of the tractor you had any conversation or communication of any kind with John Deere Plow Company of St. Louis, and if so, state the name and address of each person with whom you had any conversation and attach to your answers a copy of each letter or other communication or other document in any way concerning John Deere Plow Company of St. Louis in connection with the purchase of the tractor.

23. When did you first begin to use the tractor described in the complaint in this case.

24. Did you use the tractor during the summer months of 1941, and if so, state how many acres you plowed or cultivated with said tractor. Did you use the tractor for any other purpose during the summer months of 1941, and if so, state what you used it for and to what extent it was used.

25. Did you use the tractor any in the fall of 1941 and if so, state how many acres you plowed or cultivated with said tractor and state what other uses you made of said tractor.

26. Did you use the tractor in the spring months of 1942, and if so, state how many acres you plowed or cultivated with said tractor and state what other uses you made of said tractor during that period.

27. Did you use the tractor during the summer months of 1941, and if so, state how many acres you plowed or cultivated with said tractor and state what other uses you put the tractor to during that time.

28. Did you use the tractor in the fall of 1942, and if so, state how many acres you plowed or cultivated and state what other uses you put the tractor to during that period.

29. Did you use the tractor in the winter of 1942, and if so, state how many acres of land you plowed and cultivated and state what other uses you put the tractor to during the

winter of 1942.

30. Have you used the tractor any during the present year since January 1, 1943, and if so, state how many acres you have plowed or cultivated with the tractor and state what other uses you have put the tractor to since January 1, 1943.

31. Please state whether or not you have had any work done on this tractor, and if so, state the name and address of each person who has worked on the tractor and state the nature of the work he did and attach to your answers a true and correct copy of each bill for repairs which you have had in connection with said tractor.

32. Where is the tractor now located?

33. State the name and address of each person who has operated said tractor since you bought it.

34. State the name and address of each person who has looked at the tractor or examined it with reference to its condition since you owned it and state approximately when each of said examinations was made.

35. Please state whether or not you have made any payments on the purchase price of the tractor, and if so, state the date and amount of each payment and the name of the individual to whom said payment was made and attach to your answers the original or a true and correct copy of each cancelled check or other receipt which you have showing said payment.

36. When did you first learn that the notes described in the complaint had been assigned to John Deere Plow Company of St. Louis and in what manner you learned thereof?

37. Please attach to your answers a true and correct copy of each letter or other communication you have had from John Deere Plow Company of St. Louis since you purchased this tractor and a true and correct copy of each letter or other communication you have sent to John Deere Plow Company since you purchased said tractor.

J. B. Blackburn
W. S. [Signature]

Attorneys for plaintiff

STATE OF ALABAMA)
MONTGOMERY COUNTY)

Before me, the undersigned authority, personally appeared Fred S. Ball, Jr., known to me, who being by me duly sworn, says on oath that he is one of the attorneys of record for the plaintiff in the above styled cause and that the answers to the foregoing interrogatories will be material testimony for the plaintiff in the above styled cause.

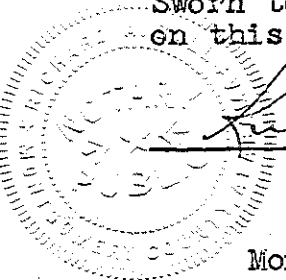
 Fred S. Ball, Jr.

Sworn to and subscribed before me
on this 10 day of February, 1943.

 Richard D. Dae

Notary Public

Montgomery County, Alabama



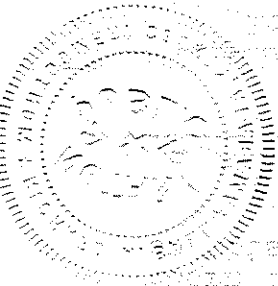
Received in office February

12th, 1942.

Executed by burning a copy
of the writ in interrogations
and Robert M. Sall Attorney
for the defendant. This
12th day of February 1942

W. R. Stewart, Sheriff
By B. F. Hickey, D. S.

Quil



Filed this 12th day of Feb 1942
P. Hickey
Clerk Register

Swine on Wm Hall

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA

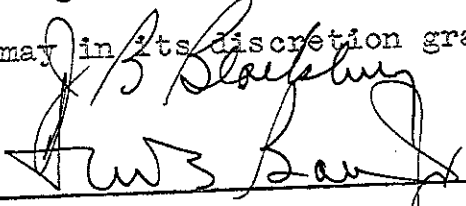
JOHN DEERE PLOW COMPANY
OF ST. LOUIS

vs.

MARTIN KROCHAK

Now comes the plaintiff and shows to the court that heretofore in the month of February 1943 it filed interrogatories to the defendant consisting of interrogatories Number 1 through 37. A copy of said interrogatories were served on the defendant on February 12, 1943. The defendant was allowed sixty days by law within which to answer said interrogatories. More than sixty days have expired, in fact five months or more have expired, and said interrogatories have not been answered as required by law.

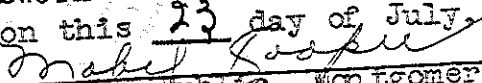
The plaintiff moves that the court direct a judgment by default in favor of the plaintiff against the defendant and for such other relief as the court may in its discretion grant.



Attorneys for plaintiff

STATE OF ALABAMA)
MONTGOMERY COUNTY)

Before me, the undersigned authority, personally appeared Fred S. Ball, Jr., known to me, who being by me duly sworn, says on oath and deposes that he is one of the attorneys for the plaintiff in the above styled cause and that the facts set forth in the foregoing motion have been obtained from the records of the court and the same are to the best of his knowledge, information and belief true.

Sworn to and subscribed before me
on this 23 day of July, 1943.


Notary Public, Montgomery County, Ala.



Presented July 28 1943

by serving summons

Mace, on

AM Hae

W.R. Stuart-Sheriff

by Laurence S. Williams

Deputy Sheriff

Received in Sheriff's Office

this 28 day of July, 1943

W. R. STUART, Sheriff

Civil

July 1943
J. B. Stuart
Deputy Sheriff

Kind are Wm. Hae

ORDER

The foregoing motion being presented to the court and it appearing that under Title 7, Section 483 of the Code of Alabama of 1940, that the court may in its discretion enter a judgment by default or render such other judgment as would be appropriate,

IT IS ORDERED that unless the defendant file full and complete answers to the interrogatories referred to in the foregoing motion with the clerk of the court not later than August ⁴~~15~~, 1943, that the prayer for a judgment by default contained in the foregoing motion will be granted by the court unless just cause be shown why such judgment should not be entered.

IT IS FURTHER ORDERED that a copy of the foregoing order be served on the attorneys of record for the defendant.

DONE this July 26th, 1943.

F. W. Hare

Circuit Judge

9975

Quil

Received in Sheriff's Office
this 28 day of July 1943
W. R. STUART, Sheriff

Paul July 29/1943
D. R. St. Paul
D. R. St. Paul

Executed July 28 1943
by serving subpoena

M. M. St. Paul

W. R. St. Paul
by Louis D. W. St. Paul
Deputy Sheriff

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, MARTIN KRCHAK as Principal and the undersigned as surrities are held and firmly bound unto THE JOHN DEERE PLOW COMPANY of St. Louis, a corporation, in the sum of EIGHT HUNDRED (\$800.00) DOLLARS for the payment of which, well and truly to be made, we bind ourselves, our executors, heirs and administrators, jointly and severally, firmly by these presents. And we waive all our exemptions as against this contract.

Sealed with our seals and dated this the 2nd day of September, 1942.

The condition of the above obligation is such, that, whereas, under a writ of detinue issued in favor of THE JOHN DEERE PLOW COMPANY of St. Louis, a corporation, against MARTIN KRCHAK out of the Circuit Court of Baldwin County, the sheriff of said county has been commanded to seize the following described property:

1 Model "A" Tractor, Serial # 492084 with Power Lift and has taken the same into his possession, and the possession of said property has been restored to the defendant on execution of this bond; now, if the defendant is cast in the said suit, and shall within thirty days thereafter deliver the said property to the plaintiff and pay all costs and damages which may accrue from the detention thereof, then the above obligation to be void; otherwise to remain in full force and effect.

James D. Lanca Jr. (Seal) Martin Krchak (SEAL)
J. J. Montgomery (Seal) James Dalton (SEAL)
Arthur Havel (SEAL)

Taken and approved this the 2nd day of September, 1942.

W. R. Stuart
Sheriff

RECORDED

Case No 773
CIVIL

The John Deere Plow Company

VS

Martin Krehak.

Paul J. P. 1944
C. J. Jones

~~CIVIL SUBPOENA—ORIGINAL~~—In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, else he shall be barred. Times Ptg. Co., Bay Minette.

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT
Case No. 773. Nov. Term, 1943

to any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon Max Lawrenz. Foley Ala.

to be found in your County, at the instance of the Pliff,

to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House there-

, by 8 30 o'clock of the forenoon, on the 3rd. day of November., 1943

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 John Deere Plow Co. Plaintiff

and Martin Krehaek. Defendant.

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

Given under my hand and seal, this 25th day of Oct. 1943

R. D. Dush Clerk

Received in office this 25 day of

October

1943

W R Stuart

SHERIFF

I have executed this writ

by serving a copy -
on Max Lawrence.

L

W R Stuart

SHERIFF

By Davis Kucera

ORIGINAL

No. 773

Page

THE STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

JOHN DEERE FLOW CO.

Plaintiff

VS.

MARTIN KRCHACK

Defendant

CIVIL SUBPOENA

Issued this 25th day of

Oct.

1943

R. R. Ruch

Clerk.

L

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT
Case No. 773 Nov Term, 1943

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon ^(4 copies) Frank Norris, Joe Malachuk,
Martin Krachak ^(Robertsdale, Ala.)
if to be found in your County, at the instance of the Def't

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 o'clock of the forenoon, on the 3rd day of Nov, 1943

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 The Johns Where Now Co Plaintiff

and Martin Krachak Defendant.

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

Given under my hand and seal, this 27th day of Oct, 1943

R. S. Dush Clerk

Received in office this 10/29/23 day of

194

W R Stuart

SHERIFF

I have executed this writ

in full

W R Stuart
BK

SHERIFF

ORIGINAL

No. 773

Page

THE STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

The John Heere House

Plaintiff

VS.

Martin Krachak

Defendant

CIVIL SUBPOENA

Issued this 29th day of

Oct

1943

R. S. Duck

Clerk.

September 7, 1942

Mr. Walter W. Trawick
Stapleton
Alabama

Dear Mr. Trawick:

Mr. Franklin informs me this morning that you have taken an appeal to Circuit Court on whether or not you will turn over to the Board of Education the teachers home at Stapleton.

On Monday of last week, August 31st., Mr. Hall, your Attorney, informed us that you would move out of the house on Friday of last week, September 4th. We did not consider the \$6.00 which you have been paying for the few months as a reasonable rent for the building, but let you remain in it for that small sum until we needed it. We are now placing the rent at \$20.00 per month effective September 1st - - this to be paid in advance immediately for the month of September and the first of each month thereafter until the case has been settled.

Yours very truly,

S. M. Tharp, Superintendent

SMT:m

THE STATE OF ALABAMA }

BALDWIN COUNTY

Before me J.M. Franklin, E.P. Ex-O.J.Pin and for Beat 4, Bayminette, Baldwin County Alabama, personally appearedS.M. Tharp-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x, who having been by me first duly and legally sworndeposes and says: My name is S.M. Tharp-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x I am the owner of the landshereinafter described, with the improvements thereon. All of Walter Trawick

rights to said property and his rights to the possession thereof have determined and been forfeited.

I have given the said Walter Trawick notice to vacate said property but
he has failed or refused to deliver possession demanded.

The said lands being described as follows, to wit:

House located on School lot at Stapleton, Alabama

S.M. Tharp
Owner or Agent.

Sworn to and Subscribed before me this the 21st dayof August 1934J. M. Franklin N.P. Ex-O.J.PBeat 4, Baldwin County, Alabama.

**AFFIDAVIT OF OWNER,
HIS AGENT OR ATTORNEY**

S.M. Tharp Plaintiff

Vs.

Walter Trawick Defendant

Filed August 21st 1942

J.M. Franklin, N.P. Ex-O.J.P.

RECORDED

RECORDED

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, WALTER TRAWICK as Principal, and the undersigned as sureties, are bound unto W. R. Stuart, Sheriff of Baldwin County, Alabama, in the sum of ONE HUNDRED TWENTY (\$120.00) DOLLARS for the payment of which we bind ourselves, our heirs, executors and administrators.

Sealed with our seals and deeded this the 5 day of Sept-ember, 1942.

The condition of the above obligation is such that on the 4 day of Sept., 1942, J.M. Franklin, a Justice of the Peace, in and for said county rendered a Judgment in favor of the said S. M. THARP against the said WALTER TRAWICK for the possession of the house, known as the Teacherage at Stapleton in Baldwin County, Alabama, and being the property described in the Complaint of the said S. M. THARP VS the said WALTER TRAWICK and \$6.10, costs, from which Judgment the said WALTER TRAWICK has applied for and obtained and appealed to the fall term of the Circuit Court of Baldwin County, Alabama; as the said WALTER TRAWICK shall prosecute said appeal to effect, or, if he fail in said appeal, shall pay such Judgment, both as to debt and costs as may be rendered against him, and comply with all the orders and judgments of the said Circuit Court of Baldwin County, Alabama then in that event this obligation shall be void, otherwise to remain in full force and effect.

Walter Trawick (SEAL)

W. Trawick (SEAL)

W. W. Trawick (SEAL)

W. A. Trawick

Taken and approved this the 5th day of September, 1942.

J. M. Franklin
J.P. & O.G.

RECORDED

Appeal
David
Walter Trankow

Filed September
5th 1942
J. M. Trankow
No 640-90

THE STATE OF ALABAMA {

BALDWIN COUNTY }

To Walter Trawick :

You are hereby directed and commanded to deliver to S.M. Tharp, Supt
full and quiet possession of the lands hereinafter described, with the improvements thereon, to-wit:

Dwelling house located on School lot at Stapleton, Alabama
now occupied by Walter Trawick.

Unless such possession is delivered, I will, as Sheriff, after the expiration of three (3) days hereafter,
'Sundays and legal holidays not included.
proceed with the execution of the Writ or process issued out of the Justice Court of J.M. Franklin

N.P. Ex-O.J.P., Justice of the Peace, Beat 4 Baldwin County, Alabama,

and in accordance therewith remove you and your property from the said premises.

W.R. Stuart

Sheriff, Baldwin County, Alabama

RECORDED

RECORDED

Quid

SHERIFF'S NOTICE

to

DEFENDANT

S. M. Sharp & Supp

Plaintiff

Vs.

Walter Danner

Defendant

Executed by serving a copy
of the within notice on Walter
Trawick, the defendant. This 22nd
day of August 1942.

W. R. Stuart, Sheriff
By *S. J. Stuart* D.S.

THE STATE OF ALABAMA

BALDWIN COUNTY

S.M. Tharp, Supt

Plaintiff.

Vs.

Walter Trawick

Defendant

IN THE JUSTICE COURT OF

J.M. Franklin, N.P. Ex-0-2 Justice of Peace.Beat 4, Bayminette Alabama.To HONORABLE W.R. Stuart SHERIFF.S.M. Tharp

having made affidavit as required by

law that all the rights of the Defendant above named in and to the property hereinafter described have

determined or been forfeited, and that the said Walter Trawick refuses to

deliver up possession after having been duly notified.

YOU ARE HEREBY DIRECTED AND COMMANDED to deliver to S.M. Tharp, Supt_____, as the ~~owner~~^{agent} thereof, or his representative, full and quiet

possession of the lands or tenements mentioned in the said affidavit, removing the tenent with his property found thereon away from the premises; the property being described as follows, to-wit:

Dwelling house located on School lot at Stapleton now occupied by
the defendant Walter Trawick

J. M. Franklin
 N.P. Ex-0 Justice of the Peace, Beat 4
 Baldwin County, Alabama.

SHERIFF

W. S. - 9. M.
Clerk

2. Variant 11.

Telephone

Moore Ptg. Co. BayMinette

County, Ala.

ATTORNEYS	NAMES OF PARTIES	CAUSE OF ACTION	ITEMIZED BILL OF COST
H.M.Hall, Atty for Defendant September 5th 1942	S.M.Tharp, Supt V-S Walter Trawick	Unlawful detainer	<p style="text-align: center;">JUSTICE'S FEES</p> Issuing Summons writ or process \$.50 Issuing Alias Summons 50 Issning Subpoena for each witness 15 Isssing Execution and Taxing Cost.. 50 Issuing Summons to Garnishee and taking answer counter charge- 50 Issping Attachment Writ..... 50 Attachment Bond and Affidavit 50 Garnishment Bond and Affidavit 50 Appeal or Certiorari, including Bond 1 00 Bond appeal bond 50 Administering Oath and certifying same.. 50 Certificate not otherwise provided for 25 Docketing Cause 10 Judgment on Forthcoming Stay or Replevin or Replevin Bond 50 Judgment on Summary Proceeding 75 Issuing Venire Facias..... 50 Transcript of Proceeding 50 Attending Trial or Right of Property 1 00 Sci. Fa. or notice in nature thereof 50 Making Return of Certiorari 50 Notice to Defendant 15 Release Final Judgement 25 <div style="text-align: right;">\$1.00</div> <p style="text-align: center;">CONSTABLE'S FEES Civil Cases</p> <i>Sher</i> Serving Summons writ or proc 100 Serving Summons on Each Witness 25 Serving Garnishee notice on party 25 Levying Execution under \$50 00 1 00 Levying Attachment under \$50.00..... 1 00 Making Money, 3 per cent, not less than ... 75 Serving Notice, etc. on each party therein 25 Serving Sci. Fa. or other like Notice 50 Taking Bail or other Bank Receiving 50 Keeping Property Levied on counter Chge50 <p style="text-align: center;">WITNESS' FEES</p> Witness Days 50 Garnishee's Fee
		DISPOSITION OF CASE	
	Bond and Affidavit Filed August 21st 1942		
	Summons writ or process issued		
	Aug 21st Ret. Executed By sheriff August 22nd 1942		
	xDefendant comes the defendant by his Attorney		
	Hubert M Hall on August 25th 1942 and files counter		
	charge, the defendant failed to appear on date set		
	for hearing, a judgement was rendered against him		
	on September 4th 1942 the defendant gave notice of		
	appeal and made bond in the sum of one hundred and		
	twenty dollars appealing to circuit court of Baldwin		
	County at its fall term.	J. M. Franklin	

300

S. M. THARP, PLAINTIFF,

VS.

IN THE JUSTICE COURT OF

J. M. FRANKLIN.

WALTER TRAWICK, DEFENDANT.

And now comes the Defendant and for answer to the Plaintiff's claim and affidavit and each and every allegation therein contained, says:

1. The facts therein are untrue.
2. That he is not holding the lands and property involved over and beyond the term for which the same were rented or leased to him.
3. That he is not holding possession of the premises over and beyond his term.
4. That his right of possession has not terminated or been forfeited, and that he still has a good and lawful right of possession to said premises.

Walter Trawick

Sworn to and subscribed before me on this the 25th day of August, 1942.

Heurkeep
Notary Public, Baldwin County,
Alabama.