

BALL AND BALL  
ATTORNEYS AND COUNSELLORS  
FIRST NATIONAL BANK BUILDING  
MONTGOMERY, ALA.

FRED S. BALL  
(1866-1942)  
FRED S. BALL, JR.  
CHARLES A. BALL  
RICHARD A. BALL

787

May 15, 1943

Clerk Circuit Court  
Bay Minette, Alabama

Dear Sir:

Re: John Deere Plow Company  
vs. C. M. Calvert  
Number 787

You were kind enough to write me on January 22nd that you had an affidavit as to military service.

In the meantime, we have now been able to find what amount was realized from the property which was recovered in this case which amounts to \$60.00.

The amount of the indebtedness, therefore, is figured as follows:

6-15-39, date of note, due 11-1-39,	\$35.00	
Interest to 6-15-40	2.10	
	<hr/>	
	\$37.10	
Credit	10.00	
	<hr/>	
	\$27.10	
Interest to 6-23-41	1.65	
	<hr/>	
	\$28.75	
Credit	25.00	
	<hr/>	
	\$ 3.75	
Interest to 5-23-42	.40	
	<hr/>	
		\$4.15
 Note dated 6-15-39 due 6-15-40	 \$150.00	
Interest to 5-23-42	35.00	
	<hr/>	
		185.00
Attorney's fees		18.00
		<hr/>
		\$203.15
Credit for equipment repossessed		60.00
		<hr/>
		\$143.15

I am, therefore, enclosing a judgment for the property sued for and a judgment for \$143.15 and I would greatly appreciate it if you could arrange to get a judgment for this amount rendered by the court and if you would then issue a certificate of the money judgment and record it for me and send me a bill for

# 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 surety,

are held and firmly bound unto C. M. Calvert

in the sum of One Hundred (\$100.00) - - - - - Dollars.

to be paid to the said C. M. Calvert, 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 day of October 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 vs. C. M. Calvert

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 <sup>Baldwin</sup> ~~Montgomery~~ 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 W. B. Bandy ( L. S. )

As its attorney

AMERICAN SURETY COMPANY OF NEW YORK. )

By J. M. McCreary  
As its Attorney in Fact

Approved this

day of

1942

Clerk.

The State of Alabama  
Montgomery County

Richard A. Ball, a Notary Public in and for said State and County,  
Before me, ~~John R. Matthews, Clerk of the Circuit Court of Montgomery County, Ala. and for said County~~ personally

appeared Fred S. Ball, Jr.

who being duly

sworn, depose and saith, That the property sued for in the complaint of The John Deere Plow  
Company of St. Louis, a corporation, vs. C. M. Calvert, to-wit:

One John Deere 7 ft. 24" single row potato digger with power drive,

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

Sworn to and subscribed before me this 21<sup>st</sup>

day of October 19 42

*Richard A. Ball*

Notary Public

Montgomery County, Alabama

*Two Sam*

101  
RECORDED

DETINUE BOND AND  
AFFIDAVIT

vs.

Circuit Court of Montgomery  
County

Filed in office

22<sup>nd</sup>

day of

*Oct*

1942

*R. A. Ball*  
Clerk.

THE STATE OF ALABAMA }  
Baldwin  
Montgomery County

To any Sheriff of the State of Alabama—GREETING:

You are Hereby Commanded to Summon

C. M. CALVERT

to appear before the Circuit Court of ~~Montgomery~~ Baldwin 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 ST. LOUIS, a corporation

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

Witness my hand this 22 day of October

194 2

*R. J. Smith* Clerk.

COMPLAINT

THE STATE OF ALABAMA  
Baldwin  
Montgomery County

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

Plaintiff

vs.

In the Circuit Court of ~~Montgomery~~ Baldwin County  
Term, 194

C. M. CALVERT

Defendant

1. The Plaintiff claims of the Defendant the following described personal property, to-wit: One John Deere 7 ft. 24" single row potato digger with power drive; together with the value of the hire or use thereof from detention, viz.: August 26, 1942.

2. Plaintiff claims of the defendant Thirty-five and no/100 (\$35.00) Dollars due by promissory note made by him in favor of T. B. Smith, dated June 15, 1939, payable November 1, 1939, 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 Ten (\$10.00) 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 admits credits on said note amounting to \$31.25.

3. Plaintiff claims of the defendant One Hundred Fifty and no/100 (\$150.00) Dollars due by promissory note made by him in favor of T. B. Smith, dated June 15, 1939, payable June 15, 1940, 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 Ten (\$10.00) 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.

*J. B. Smith*  
Attorney for plaintiff

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

*22* day of

*October*

A. D. 194*2*

*R. S. DeLoach*  
*Baldwin*

Clerk Circuit Court, Montgomery County.

*Executed by serving a copy of the within summons and complaint on C. M. Calvert, the defendant, and taking into my possession the within described property. This 24th day of Oct, 1942.*

*W. R. Stuart, Sheriff*  
*By B. F. Kucera, Deputy Sheriff*

**RECORDED**

No. *78*

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

vs.

C. M. CALVERT

CIRCUIT COURT  
OF MONTGOMERY COUNTY  
BALDWIN

Term, 19

SUMMONS AND  
COMPLAINT

Filed in office this *22* day of

October A. D. 194*2*

*R. S. DeLoach* Clerk

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

BROWN PRINTING CO., MONTGOMERY, ALA. 1940

Received in office *22* day of

*October* 194*2*

*W. R. Stuart* Sheriff.

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

194

Sheriff.

IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA

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

vs.


C. M. CALVERT

The defendant having been duly served more than thirty days prior to the date of this judgment and having filed no appearance, and it having been made to appear to the court that the plaintiff is entitled to judgment, it is ORDERED by the court as follows:

1. That the plaintiff have and recover of the defendant the personal property described in Count 1 of the complaint, to-wit: One John Deere 7 ft. 24" single row potato digger with power drive; and that the same is declared by the court to be the property of the plaintiff and possession thereof having been delivered to the plaintiff under a replevy bond no alternate value is assessed and no damages are assessed for detention.

2. That the plaintiff have and recover of the defendant the sum of One Hundred Forty-three and 15/100 (\$143.15) Dollars, together with the costs of court, for which let execution issue.

DONE this May 18<sup>th</sup>, 1943.



Judge

PLAINTIFF'S REPLEVY BOND IN ACTION OF DETINUE

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 surety,

are held and firmly bound unto C. M. Calvert

in the sum of Three Hundred Dollars  
for the payment of which well and truly to be made, we bind ourselves and each of us, our and each  
of our heirs, executors and administrators, jointly, severally and firmly by these presents.

Sealed with our seals, and dated this, the 24th day of October A. D., 1942

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said  
The John Deere Plow Company of St. Louis, a corporation,  
did on the 32 day of October A. D. 1942 sue out of the  
Baldwin Circuit Court of Montgomery a writ in detinue, directed to any Sheriff of the  
State of Alabama, and commanding him to take in his possession the following property sued for  
in said action of detinue, to-wit: One John Deere 7 ft. 24" single row potato  
digger with power drive.

which said writ was placed in the hands of W. R. Stuart, Sheriff of  
the County of Baldwin on the 22 day of October A. D. 1942  
and executed by him on the 24<sup>th</sup> day of October A. D. 1942, by taking into his  
possession the following property, to-wit: One John Deere 7 ft. 24" single row  
potato digger with power drive.

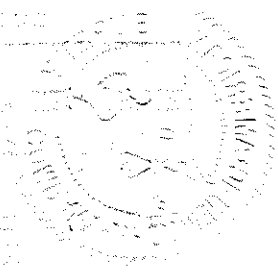
And whereas the said C. M. Calvert, defendant in said suit, has  
failed and neglected for the space of five days from the taking into possession of said property, by  
said W. R. Stuart Sheriff aforesaid to give bond and take possession of  
said property as authorized by law.

Now therefore, if the said The John Deere Plow Company plaintiff in said suit, shall  
deliver the above described property to the said C. M. Calvert defendant in  
said suit, within thirty days after judgment, in case it shall fail to recover the same in its  
said suit, together with damages for the detention of property and costs of suit, then and in that  
event this obligation to be void, otherwise to remain in full force and effect.

Approved this the 31<sup>st</sup> day of  
October 1942  
W. R. Stuart  
Sheriff of Baldwin County.

THE JOHN DEERE PLOW COMPANY  
OF ST. LOUIS, a corporation (L. S.)  
By W. R. Stuart (L. S.)  
As its attorney  
AMERICAN SURETY COMPANY OF NEW YORK  
By: R. E. Skinner  
as its attorney in fact  
as countersignor

(By Jm. B. B.)



RECORDED

No. 87

PLAINTIFF'S REPLEVY  
BOND IN DETINUE

The John Deere Plow Company

VS.

C. M. Caldwell

THE STATE OF ALABAMA, }  
COUNTY OF ALBANY }

Filed in the office of the Clerk of the

Court, this 31 day

of Oct 1942

R. DeLoach

Clerk.

SKINNER



STATE OF ALABAMA

Baldwin COUNTY

Before me, the undersigned authority, personally appeared the undersigned affiant, who being duly sworn, says on oath and deposes that he knows C. M. Calvert who is named as a defendant in the suit of John Deere Plow Company vs. C. M. Calvert in the Circuit Court of Baldwin County, Alabama, and that the said C. M. Calvert is not in the armed service of the United States.

B. L. Guerra

Sworn to and subscribed before me  
on this 16 day of December, 1942.

R. Duck  
Notary Public  
Baldwin  
Baldwin County, Alabama

500 Family tag.

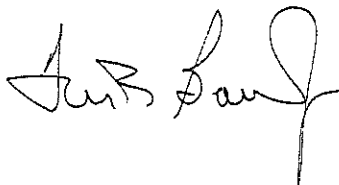
No. 2 --- Clerk Circuit Court

the costs and the recording fees on the certificate of judgment  
and I will get my client to send you a check for this amount.

Yours very truly,

Bjr:KBD

Enc.

A handwritten signature in cursive script, appearing to read "J. B. Law". The signature is written in dark ink and is positioned to the right of the typed name "Bjr:KBD".