

795

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Frederick Thompson to appear, within thirty days after service of this summons, in the Circuit Court, At Law, of said State and County then and there to answer the complaint of W. W. Davison hereto annexed. And you are further commanded to return this writ, with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS my hand this 16 day of December, 1942.

R. L. Smith
Clerk of said Court.

W. W. Davison,)
Plaintiff,)
vs)
Frederick Thompson,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

1. The plaintiff claims of the defendant \$77.75 due by promissory note made by him on the 17th day of July, 1937, and payable on the 1st day of January, 1938, with interest thereon. And plaintiff avers that in said note and as a part of the consideration thereof, the defendant expressly waived his right to claim personal property as exempt to him under the Constitution and Laws of the State of Alabama, and agreed to pay a reasonable attorney's fee for the collection thereof, and plaintiff hereby claims of the defendant the further sum of \$25.00 as such attorney's fee.

H. E. Smith
Attorney for Plaintiff.

Exempted Dec 17 1942
by serving copy of within Summons and
Complaint on
Frederick Thompson

By Mr. R. Stewart Sheriff
W. H. H. H. Deputy Sheriff

COMPLAINT AND SUMMONS.

W. W. Davison,
Plaintiff

vs

Frederick Thompson,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Filed Dec 16 1942
R. Stewart
Clerk.

W. W. Davison, Plaintiff.

vs.

Frederick Thompson, Defendant.

In Circuit Court of Baldwin County,
Alabama.

Comes the defendant, Frederick Thompson, in the above entitled cause,
and for answer to said complaint, separately and severally, alleges and
states:

1st.

The allegations of the complaint are untrue.

2.

The note sued on is without consideration.

3.

That defendant, on or about November 1st., 1937 tendered to plaintiff
the mule, the sole consideration of said note, but plaintiff refused
to accept the return of said mule.

4.

Defendant for further plea alleges and states that there was a total
failure of consideration in that said mule on or about November 15th.,
1937 fell into a ditch and was killed and that as the mule was the
sole consideration of the note, and by the death of said mule, the con-
sideration failed completely. The death of the mule was in no way
caused by defendant. That as defendant did not buy said mule until
July 17th. 1937 and the mule died Nov. 15th., 1937, defendant had used
the mule only a short time.

5.

Defendant claims a credit of \$15.25 on said note for the following
work done for plaintiff:- Four acres of hay cut and raked \$8.00 per
acre or \$32.00; 3600 potato plants--\$4.50; making syrup--\$2.75.,
Total --\$15.25.

6th.

For further plea, defendant says that he has paid the debts for which
this suit was brought, before the commencement of this suit.

7.

For further plea, defendant says that on connection with the note sued
on, defendant gave a chattel mortgage on the mule, on the same date
when the note was executed, and by said mortgage the legal title vested
in plaintiff on the day of the execution of the mortgage and when the
mule died on or about Nov. 15th., 1937, the legal title was in plaintiff
and the loss of the mule, the sole consideration of the note and mort-
gage was the loss of the holder of the legal title, the plaintiff.

and defendant owed nothing to plaintiff when the suit was brought.

Thos.

W. H. Hawkins
W. H. Hawkins,

Attorney for the Defendant.

Defendant demands a trial by jury.

W. H. Hawkins
W. H. Hawkins, Attorney for Defendant.