

R. H. BLOXHAM,

Plaintiff,

vs.

WADE B. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

Comes the Defendant in the above styled cause and for plea to the Complaint filed in said cause separately and severally says:

1. That the allegations of the Complaint are untrue.

2. The Defendant, Wade B. Thompson, pleads specially by way of recoupment and claims of the Plaintiff the sum of Eight Hundred and no/100 Dollars (\$800.00) for in this: That the Plaintiff and the Defendant entered into an agreement on or about January 25, 1949, in and by the terms of which agreement the Defendant would furnish certain industrial equipment and would attempt to dig a channel on certain lands belonging to the Plaintiff and the Plaintiff agreed to pay the Defendant the sum of \$1.25 per foot for all the channel so dug by the Defendant. That the Plaintiff agreed further to pay the Defendant the costs of moving such equipment on and off his property. That the Plaintiff advanced the Defendant the sum of Eight Hundred and no/100 Dollars (\$800.00) to pay the costs of moving such equipment on his property and as an advance payment upon services to be rendered him by the Defendant; that the Plaintiff required the Defendant to execute a Note payable to him in the sum of Eight Hundred and no/100 Dollars (\$800.00) as evidence of such advance payment, which note is the basis of the suit filed by the Plaintiff against the Defendant. That in accordance with his agreement with the Plaintiff, the Defendant dug 100 feet of channel for the Plaintiff for which the Plaintiff is indebted to the Defendant in the sum of One Hundred Twenty-five and no/100 Dollars (\$125.00); that the costs of moving such equipment on and off of the property of the Plaintiff was the sum of Three Hundred and no/100 Dollars (\$300.00) for which the Plaintiff is indebted to the Defendant. That while such equipment was located on the

property of the Plaintiff, the Plaintiff entered into an agreement with the Defendant by which the Defendant drove piling for the Plaintiff for three (3) eight (8) hour days and for which the Plaintiff agreed to pay the Defendant the sum of Three Hundred Seventy-five and no/100 Dollars (\$375.00). That the total sum of Eight Hundred and no/100 Dollars (\$800.00) is now due by the Plaintiff to the Defendant, which amount the Defendant claims of the Plaintiff by way of recoupment.

Jason Stone
By John Davis

(Attorneys) for Defendant.

Received in Sheriff's Office
this 23 day of Feb. 1950
TAYLOR WILKINS, Sheriff

Executed 2-23 1950
by serving copy of within Summons and
Complaint on
J. B. Blackburn atty
for R. H. Bloxham

Taylor Wilkins Sheriff
By H. J. Hall Deputy Sheriff

1415-
PLEA RECORDED

R. H. BLOXHAM,
Plaintiff,
vs.
WADE B. THOMPSON,
Defendant.

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

Filed February 22, 1950.
Alfred J. Luck
Clerk.

Refiled! 9-18-52
Telford, Madeline
Judge
LAW OFFICES
HYBART, CHASON & STONE
BAY MINETTE, ALABAMA

R. H. BLOXHAM,

Plaintiff.

Vs.

WADE B. THOMPSON,

Defendant.

¶

IN THE CIRCUIT COURT OF

¶

BALDWIN COUNTY, ALABAMA.

¶

AT LAW.

¶

NO.

¶

¶

REPLICATION


Comes now the Plaintiff in the above cause and for replication to each plea of the Defendant, separately and severally, says as follows:

1. He joins issue on said plea.

Wherefore Plaintiff says that the matters and things set forth in said plea is no defense to this action.

Defendant's Address:

Belforest, Alabama


ROBERT T. CUNNINGHAM
1502 Merchants Natl. Bank Bldg.
Mobile, Alabama
Attorney for Plaintiff.

RECORDED

Filed: 9-18-52.

Julius J. Madlberg
Jury

CUNNINGHAM AND WILKINS
ATTORNEYS AT LAW
1502 MERCHANTS NATIONAL BANK BUILDING
MOBILE 11, ALABAMA

ROBERT T. CUNNINGHAM
ROBERT B. WILKINS

August 21, 1953

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Re: Bloxham Vs. Thompson

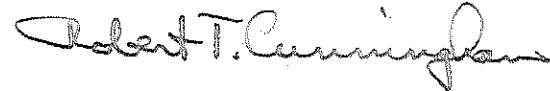
Dear Mrs. Duck:

I understand that the above judgment has been paid. If you will send me a receipt I would be happy to sign same and return it to you. You could then send me your check for the amount of the judgment.

If you desire to handle payment of the judgment in some other manner please advise me.

Very truly yours,

CUNNINGHAM & WILKINS



ROBERT T. CUNNINGHAM

RTC/dmc

STATE OF OHIO
COUNTY OF CUYAHOGA
COURT OF COMMON PLEAS
IN SENATE

1900

1900

1900

file in
Civil
No 1415

1900

1900

R. H. BLOXHAM,

Plaintiff.

Vs.

WADE B. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY,

ALABAMA.

AT LAW.

NO. _____

BILL OF COMPLAINT AS AMENDED.

Now comes Plaintiff in the above styled cause and amends his Bill of Complaint therein to read as follows:

COUNT I

The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED (\$800.00) DOLLARS due on a promissory note made by the Defendant on, to-wit, the 8th. day of February, 1949, and payable to the Plaintiff sixty days after the said date with interest thereon at 6% per annum from the date of said note.

The note is the property of the Plaintiff and is still due and unpaid.

Plaintiff avers that in and by the terms of the said note, the Defendant waived all rights of exemption as to this debt and agreed to pay a reasonable attorney's fee for the collection of same, which attorney's fee the Plaintiff alleges to be TWO HUNDRED and NO/100 (\$200.00) DOLLARS and which he herewith claims.


Robert T. Cunningham
Attorney for Plaintiff

Defendant's Address:

Belforest, Alabama

Received in Sheriff's Office
this 3 day of Sept 1958
TAYLOR WILKINS, Sheriff

RECORDED
701415

Executed Sept. 5, 1958
By serving a copy
of the within
Bill of Complaint
as amended on
John Chason as
attorney for
Wade Thompson

Taylor Wilkins
Sheriff
147 Hall D.S.

R. W. Blothorn
vs.
Wade Thompson

FILED
SEP 3 1952
ALICE J. DUCK, Clerk

CUNNINGHAM AND WILKINS
ATTORNEYS AT LAW
1502 MERCHANTS NATIONAL BANK BUILDING
MOBILE 11, ALABAMA

ROBERT T. CUNNINGHAM
ROBERT B. WILKINS

September 2, 1952

Mrs. Alice J. Duck
Clerk of the Circuit Court
of Baldwin County
County Courthouse
Bay Minette, Alabama

Re: Bloxham Vs. Thompson

Dear Mrs. Duck:

Enclosed is an amendment to be filed in the above case. Will you please file this amendment and serve a copy of same on the Defendant or on the Defendant's attorneys?

Very truly yours,

CUNNINGHAM & WILKINS



ROBERT T. CUNNINGHAM

RTC/alp

Encl: 1

BALDWIN COUNTY

YOU are hereby commanded to summon WADE B. THOMPSON
to appear within thirty days from the service of this writ in the
Circuit Court to be held for said county, at the place of holding
same, then and there to answer the complaint of R. H. BLOXHAM.

WITNESS my hand this 11th day of October, 1949.

Allice J. Lucas
Clerk of the Circuit Court.

The Defendant resides at Belforest,
Alabama.

* * * * *

vs.

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

Defendant.

The Plaintiff claims of the Defendant the sum of Eight Hundred Dollars (\$800.00) due on a promissory waive note made by the Defendant on, to-wit, the 8th day of February, 1949, and payable to the Plaintiff sixty days after the said date; the note is the property of the Plaintiff and is still due and unpaid.

Plaintiff avers that in, and by the terms of the said note, the Defendant waived all rights of exemption as to this debt and agreed to pay a reasonable attorney's fee for the collection of same, which attorney's fee the Plaintiff alleges to be One Hundred Twenty-five Dollars (\$125.00) and which he herewith claims.

J. B. Blackburn
Attorney for Plaintiff.

701415

SUMMONS AND COMPLAINT **RECORDED**

Received in Sheriff's Office
this 11 day of Oct, 1949
TAYLOR WILKINS, Sheriff

Executed Personal
Service, 11-18-49- 7:30 PM
A.P. Underwood D.S.

R. H. BLOXHAM,
Plaintiff,
VS.
WADE B. THOMPSON,
Defendant.

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

Filed 10-11-49
Rec'd Clerk
Sigsbee

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

MOBILE, ALA., February 8, 1949

60 days

AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY

\$ 800.00

TO THE ORDER OF R.H. Bloxham

Eight Hundred and 00/100

DOLLARS

together with interest thereon at 6% per annum from the date hereof

For Value Received, Payable at the

~~AMERICAN NATIONAL BANK & TRUST COMPANY OF MOBILE~~
~~Merchants National Bank of Mobile, Mobile, Alabama.~~

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.

Witness: Lila M. Martin

W. B. H.

DAPHNE, ALA

DUE

The undersigned endorser, each for himself, hereby severally agrees to pay this note and values as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the said endorser severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.