

CHANDLER WEAVER,)
Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
JOSEPH R. LAZZARI,) AT LAW NO. 1795
Defendant.)

AMENDED DEMURRER

Now comes the defendant and amends the demurrer heretofore filed by him in this cause so that, as amended, it will read as follows:

Now comes the defendant and for demurrer to the complaint and to each and every count thereof, separately and severally, says:

1. It does not state a cause of action.
2. The allegations thereof are vague, indefinite and uncertain.
3. The allegations thereof are vague, indefinite and uncertain in that the property which the defendant is charged with taking or converting is not accurately described.
4. The allegations thereof are vague, indefinite and uncertain in that the property sued for is not accurately described.
5. The allegations of the complaint as to the contract referred to therein are vague, indefinite and uncertain.
6. The allegations of the complaint as to the contract referred to therein are vague, indefinite and uncertain in that the terms of the said contract are not fully set out and it is not alleged whether or not the said contract was oral or written.
7. It does not appear when the monthly payments referred to in the complaint were due.
8. It is vague, indefinite and uncertain in that it does not allege whether the monthly payments referred to in the complaint were due under a contract or on the mortgage referred to therein.
9. No facts are alleged to show that the plaintiff was not in default on his payments which were due on the mortgage described in the complaint.
10. No facts are alleged to show the date of the alleged

sale by the defendant to a third person.

11. No facts are alleged to show the date when the alleged breach of contract occurred.

12. No facts are alleged to show the date on which the personal property described in the complaint was wrongfully taken by the defendant.

J. B. Blackman
Attorney for defendant.

CHANDLER WEAVER,

Plaintiff,

VS.

JOSEPH R. LAZZARI,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1795

FILED
FEB 24-1953
ALICE S. DUCK, Clerk

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

CHANDLER WEAVER,

PLAINTIFF

VS:

JOSEPH R. LAZZARI,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

CASE NO. 1795 - AT LAW

AMENDED COMPLAINT

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AT LAW:

COUNT I:

The Plaintiff claims of the defendant \$1,000.00 due from him by account on, to wit: January 2, 1951, which sum of money, with the interest thereon, is still unpaid.

COUNT II:

The Plaintiff claims of the defendant \$1,000.00 due from him on account stated on the 24th day of March, 1951, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The Plaintiff claims of the Defendant \$1,000.00 due from him for money on the 25th day of October, 1949, received by the defendant to the use of the Plaintiff, which sum of money, with the interest thereon, is still unpaid.

COUNT IV:

The Plaintiff claims of the Defendant \$3,000.00 damages for the conversion by him, on to wit: the 20th day of November 1949, of the following chattels: One complete sawmill, consisting of carriage, saw, belts, pulleys, edger, cut-off saw; 1 boiler; and One Dry Kiln, consisting of blowerpipes, fans; one planer mill consisting of belts, pulleys, fans and blowerpipes.

COUNT V:

The Plaintiff claims of the Defendant the following personal property, viz: One complete sawmill, consisting of carriage, saw, belts, pulleys, edger, cut-off saw; One boiler; one Dry kiln, consisting of blowerpipes, fans; one planer mill consisting of belts, pulleys, fans and blowerpipes, with the value of the hire of use hereof during the detention, viz: from the 20th day of November, 1949.

COUNT VI:

The Plaintiff claims of the defendant \$3,000.00 damages for wrongfully taking the following goods and chattels, the property of the plaintiff, to wit: the 20th day of November, 1949, viz: one saw mill, consisting of carriage, saw, belts, pulleys, edger, cut-off saw; One boiler; One dry kiln, consisting of blowerpipes, fans; one planer mill, consisting of belts, pulleys, fans, and blowerpipes.

COUNT VII:

This count is omitted.


Attorney for Plaintiff

[illegible][illegible][illegible][illegible]

1. The total amount of the loan is \$100,000.00. The interest rate is 10% per annum. The loan is to be repaid in 10 equal annual installments of \$12,000.00 each. The first installment is due on 1/1/58. The last installment is due on 12/31/67. The loan is to be repaid in 10 equal annual installments of \$12,000.00 each. The first installment is due on 1/1/58. The last installment is due on 12/31/67.

1. The first part of the document is a list of names and their corresponding addresses. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, New York, NY 10001; 456 Elm St, New York, NY 10002; and 789 Oak St, New York, NY 10003.

1. Amounts received and paid for the purpose of the fund, and the names of the persons to whom the same were paid, shall be reported to the Board of Directors of the Corporation at least once a year.

[illegible]

Figure 1. The effect of the concentration of the Fe^{2+} solution on the adsorption of Fe^{2+} by the Fe^{2+} -loaded $\text{Fe}_3\text{O}_4/\text{Fe}(\text{OH})_3$ composite. The concentration of the Fe^{2+} solution was 0.01, 0.02, 0.05, 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, 500, 1000, and 2000 mg/L. The concentration of the Fe^{2+} -loaded $\text{Fe}_3\text{O}_4/\text{Fe}(\text{OH})_3$ composite was 0.01, 0.02, 0.05, 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, 500, 1000, and 2000 mg/L. The concentration of the Fe^{2+} -loaded $\text{Fe}_3\text{O}_4/\text{Fe}(\text{OH})_3$ composite was 0.01, 0.02, 0.05, 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, 500, 1000, and 2000 mg/L. The concentration of the Fe^{2+} -loaded $\text{Fe}_3\text{O}_4/\text{Fe}(\text{OH})_3$ composite was 0.01, 0.02, 0.05, 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, 500, 1000, and 2000 mg/L.

Figure 1. Schematic diagram of the experimental setup. The subject is seated in a chair and views the target through a video camera. The target is a light source that is controlled by a computer. The subject's hand is positioned over the target. The distance between the subject's hand and the target is 10 cm. The target is a light source that is controlled by a computer. The subject's hand is positioned over the target. The distance between the subject's hand and the target is 10 cm.

[illegible][illegible]

Figure 1. The effect of the concentration of the H_2O_2 solution on the amount of the released H_2O_2 from the H_2O_2 -loaded hydrogel. The amount of the released H_2O_2 from the H_2O_2 -loaded hydrogel was measured by the amount of the released H_2O_2 from the H_2O_2 -loaded hydrogel. The amount of the released H_2O_2 from the H_2O_2 -loaded hydrogel was measured by the amount of the released H_2O_2 from the H_2O_2 -loaded hydrogel.

FILED

3-2-53

ALICE L. DUCK, Clerk

CHANDLER WEAVER,)
Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
JOSEPH R. LAZZARI,) AT LAW NO. 1795
Defendant.)

ANSWER

Now comes the defendant and for answer to the amended complaint filed in this cause and to Counts 1, 2, 3, 4, 5 and 6, each separately and severally, assigns, separately and severally, the following:

1. Not guilty.
2. The allegations of the complaint are untrue.

J. B. Blackburn
Attorney for defendant.

ANSWER

CHANDLER WEAVER,

VS.

Plaintiff,

JOSEPH R. LAZZARI,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1795

FILED
3-2-53
ALICE J. DUCK, Clerk

CHANDLER WEAVER,)
Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
JOSEPH R. LAZZARI,) AT LAW
Defendant.)

DEMURRER

Now comes the defendant and for demurrer to the complaint and to each and every count thereof, separately and severally, says:

1. It does not state a cause of action.
2. The allegations thereof are vague, indefinite and uncertain.
3. The allegations thereof are vague, indefinite and uncertain in that the property which the defendant is charged with taking or converting is not accurately described.
4. The allegations thereof are vague, indefinite and uncertain in that the property sued for is not accurately described.
5. The allegations of the complaint as to the contract referred to therein are vague, indefinite and uncertain.
6. The allegations of the complaint as to the contract referred to therein are vague, indefinite and uncertain in that the terms of the said contract are not fully set out and it is not alleged whether or not the said contract was oral or written.

J. B. Blackburn
Attorney for Defendant.

Defendant demands a trial of said cause by jury.

J. B. Blackburn
Attorney for Defendant.

DEMURRER

CHANDLER WEAVER,

VS.

Plaintiff,

JOSEPH R. LAZZARI,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

FILED

MAY 23 1952

ALICE J. DUCK, Register

1795

CHANDLER WEAVER,
Plaintiff,
VS.
JOSEPH R. LAZZARI
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. CASE NO. _____

COMPLAINT

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,
AT LAW:

Count One

The Plaintiff claims of the Defendant \$1,000.00, due from him by account ~~between the Plaintiff and Defendant~~ on to-wit: January 2, 1951, which sum of money, with the interest thereon, is still unpaid.

Count Two

The Plaintiff claims of the Defendant \$1,000.00 due from him on accout stated ~~between the Plaintiff and Defendant~~ on the 24th day of March, 1951, which sum of money, with the interest thereon, is still unpaid.

Count Three

The Plaintiff claims of the Defendant \$1,000.00 due from him for money on the 25th day of October, 1949, received by the Defendant to the use of the Plaintiff, which sum of money, with the interest thereon, is still unpaid.

Count Four

The Plaintiff claims of the Defendant \$3,000.00 damages for the conversion by him, on to-wit: the 20th day of November, 1949, of the following chattels: One Complete Saw Mill, One Boiler Complete and Dry Kiln; Planter Mill less the Shed, the properth of the Plaintiff.

Count Five

The Plaintiff claims of the Defendant \$3,000.00, damages for wrongfully taking the following goods and chattels, the properth of the Plaintiff, viz: One Complete Saw Mill, One Boiler Complete and Dry Kily; Planter Mill less the Shed.

Count Six

The Plaintiff claims of the Defendant the following personal property; viz: One Complete Saw Mill, One Boiler complete and Dry Kiln; Planter Mill less the Shed, with the value of the hire of use hereof during the detention, viz: from the 20th day of November, 1949.

Count Seven

The Plaintiff claims of the Defendant \$3,000.00 damages for the breach of a Contract entered into by the Plaintiff and Defendant on the 25th day of October, 1949, under and by the terms of which Plaintiff bought from Defendant the following chattels; One Complete Saw Mill, One Boiler complete and Dry Kily; Planter Mill less the Shed, for the total purchase price of to-wit: \$2,400.00; and Plaintiff avers that he paid \$1,000.00 down cash to the Defendant, and promised to pay the balance of \$1,400.00 to the Defendant in six (6) equal monthly installments of \$230.00 each, and gave a mortgage on said equipment to Defendant after Defendant had given Plaintiff a Written Bill of Sale to said property; and Plaintiff avers that although he was ready, willing and able to perform the balance of his contract of purchase of said equipment, he was prevented from doing so by Defendant, who, Plaintiff avers re-sold said equipment to a third person, at a time when Plaintiff was not in default in making said payments;

and Plaintiff avers that he has requested both the machinery aforesaid from Defendant, and upon his being unable to produce the same, to return said down payment to Plaintiff, which request was also refused by Defendant, who continues to this date to pay back to Plaintiff the said money; wherefore, Plaintiff says that he has been damaged in the sum aforesaid, hence this suit.


Attorney for Plaintiff

Defendant's address:
P. O. Daphne, Alabama
R. F. D. Belforest, Alabama, between
Daphne and Loxley, Alabama.

1. The Court charges the jury that if you believe the evidence in this case, your verdict should be for the defendant.

2. The Court charges the jury that if you believe the evidence in this case, your verdict should be for the defendant under Count I (One) of the amended complaint.

3. The Court charges the jury that if you believe the evidence in this case, your verdict should be for the defendant under Count II (Two) of the amended complaint.

4. The Court charges the jury that if you believe the evidence in this case, your verdict should be for the defendant under Count III (Three) of the amended complaint.

Refused
to answer
jury

Refused
to answer
jury

Refused
to answer
jury

Refused
to answer
jury

We, the jury find for the Defendant!

Floyd E. Summers

Foreman

5. The Court charges the jury that if you believe the evidence in this case, your verdict should be for the defendant under Count IV (Four) of the amended complaint.

*Refused
10/11/1985*

6. The Court charges the jury that if you believe the evidence in this case, your verdict should be for the defendant under Count V (Five) of the amended complaint.

*Given
10/11/1985*

7. The court charges the jury that if you believe the evidence in this case, your verdict should be for the defendant under Count VI (Six) of the amended complaint.

*Refused
10/11/1985*

8. The Court charges the jury that if you are reasonably satisfied from the evidence in this case that the plaintiff gave the defendant a chattel mortgage on the property sued for by the plaintiff in Counts IV (Four) and V (Five) of the amended complaint, and that the indebtedness secured by the said mortgage became due in full and was unpaid before the commencement of this suit, your verdict should be for the defendant under Counts IV (Four) and V (Five) of the amended complaint.

*Given
10/11/1985*

RECEIVED
JAN 22 1962
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

COMPTON UNIVERSITY
MEMPHIS
JAN 22 1962
RECORDED

COMPLAINT

THE MEMPHIS COURTHOUSE (COURT OF
MEMPHIS COUNTY, ALABAMA
JAN 22 1962 CASE NO. 1725

FILED

JAN 22 1962
JAN 9 1962 9:00

LAW OFFICE OF

FOREST A. CHRISTIAN
MOBILE, ALABAMA