

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

NO. 1870.

ORDER

Motion having been made by the Defendant in the above styled cause to require the Plaintiff to produce certain books, documents and other papers relative to the personal property hereinafter described; and it appearing to the Court that the Plaintiff has had due notice of the filing of said Motion and that said papers and documents contain evidence pertinent to the issues involved in this cause and will be material evidence in the trial of the issues in this cause, it is, therefore

ORDERED by the Court that the Plaintiff, Campbell Grocery Company, A Corporation, produce any and all books, documents or writings in its possession, custody, control or power relative to the acquisition of, the possession of, and the disposition of the property hereinafter described; and in particular to produce any and all of the Bills of Sale whereby any or all of the above described property was sold by the Plaintiff and copies or originals of all notices, if any, published under the terms of that certain chattel mortgage from the Defendant to the Plaintiff dated March 26, 1949, and recorded in Mortgage Records 153 at pages 340-42 in the Office of the Judge of Probate of Baldwin County, Alabama insofar as the same relate to the following described personal property, to-wit:

- 1 Walkin Cooler 12 x 14
- 1 Fairbanks platform scale
- 1 Fairbanks Morse hanging scale
- 1 13 ft. Friedrich display case
- 1 9 ft. Seeger display case
- 2 Toledo computing scales
- 1 Standard computing scales
- 1 36 inch meat block
- 1 cutting table 6 ft.
- 1 30 gallon butane hot water heater
- 1 Double sink
- 1 Brunner compressor
- 60 meat case plates
- 1 10 ft. refrigerated vegetable cooler & compressor
- 2 Butane heaters
- 1 Underwood Sunstrand adding machine
- 1 R. C. Allen adding machine
- 1 Dayton computing scale

1 hanging scale
1 Roll top desk
2 ceiling fans
12 grocery carts
1 Frigidaire compressor
1 Safe Guard check writer
8 tables.

It is further ordered by the Court that said papers, documents and writings be produced on the day set for the trial of the above styled cause.

Done this 19 day of August, 1953.

Hubert M. Hall

Hubert M. Hall, Judge
Circuit Court of Baldwin County,
Alabama.

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE.

NO. ~~1537~~ 1878

ORDER

Filed this 19th day of August,
1953.

Alice L. Leuck
Clerk

75-
825

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

VS.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1870

DEMURRER

Now comes the Plaintiff and demurs to Plea 3 filed for the defendant in this cause, and as grounds for said demurrer assigns, separately and severally, the following:

1. It constitutes no defense to the complaint and raises an immaterial issue.

2. It does not allege that the personal property described therein was delivered to and received by the plaintiff in full settlement of the indebtedness evidenced by the note on which this suit is brought.

3. No facts are alleged to show that the indebtedness evidenced by the note on which this suit is brought has been paid.

4. No facts are alleged to show that the indebtedness evidenced by the note on which this suit is brought has been satisfied.

5. The said plea is vague, indefinite and uncertain in that it does not appear therefrom if the personal property described therein was delivered to the plaintiff under the judgment of the note or in some other manner.

6. From aught that appears from the allegations of the said plea three, said sale of the mortgaged property described in said plea three was a public sale on the Court House steps of Baldwin County as provided by the terms of the said mortgage, and was proper in all respects.

7. Said plea three fails to allege that the fair market value of the said mortgaged property at the time of the delivery of same to the plaintiff was six thousand dollars; and from aught that appears from the said plea three the value of six thousand dollars is the mere opinion of the defendant.

8. For that it affirmatively appears from the allegations of the said plea three that the mortgaged property was not worth six thousand dollars on October 30, 1950; for that it affirmatively appears from the allegations that said property was worth six thousand dollars on the 26th day of March, 1949, and it further affirmatively appears from the allegations that said property is depreciable property.

9. From aught that appears from the allegations of the said plea three said property was of far greater value than \$3166.47 only at the time of its manufacture, but was not of greater value than \$3166.47 at the time of its sale or at the time of delivery by the defendant to the plaintiff of said property.

10. For that it affirmatively appears from the allegations of said plea three that the property described in the said plea three was pledged as security and sold to pay an indebtedness due from the defendant to the plaintiff; and from aught that appears from the allegations of the said plea three the property was duly and properly sold in accordance with the terms of the said mortgage, and that the price paid for said property at said sale was the fair market value of said property at the time of said sale, and that said proceeds received from the said sale were not sufficient to satisfy said indebtedness for which said property was pledged as security.

11. Said plea three is vague, uncertain, and indefinite.

12. Said plea three fails to allege with definiteness and certainty the fair market value of the said mortgaged property at the time of the said sale.

13. The allegations in the said plea three "of the value of six thousand dollars or more" is the mere allegation of a conclusion of the pleader unsubstantiated by sufficient allegation of facts to sustain said conclusion.

14. For that ~~the~~^{it} affirmatively appears from the allegations of the said plea three that the said note referred to therein was negotiated before maturity and is therefore not subject to set off and recoupment.

Howell & Johnston

J. B. Blackburn
Attorneys for Plaintiff

DEMURRER

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

VS.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1870

FILED

3-6-52

MISS J. DICK, Clerk

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

NO. 1537.

Comes now the Defendant and for further answer to the Complaint heretofore filed against him and to each and every count thereof, separately and severally, amends the answer heretofore filed by him so that the same shall read as follows:

1. That the allegations of the Complaint are untrue.
2. That he has paid the debt for the recovery of which this suit was brought before the action was commenced.
3. The Defendant, as a defense to the action of the Plaintiff, saith that at the time said action was commenced, the Plaintiff was indebted to the Defendant in the sum of Three Thousand Dollars (\$3,000.00) in this: that the Defendant did, on the 26th day of March, 1949, execute a Chattel Mortgage to Charles T. and Susie N. Campbell, to secure the payment of the note upon which this action is based and which mortgage is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Record 153, at pages 340-342, and that by the terms of which, the following described personal property was conveyed:

- 1 Walkin Cooler 12 x 14
- 1 Fairbanks platform scale
- 1 Fairbanks Morse hanging scale
- 1 13 ft. Friedrich display case
- 1 9 ft. Seeger display case
- 2 Toledo computing scales
- 1 Standard computing scales
- 1 36 inch meat block
- 1 cutting table 6 ft.
- 1 30 gallon butane hot water heater
- 1 Duble sink
- 1 Brunner compressor
- 60 meat case plates
- 1 10 ft. refrigerated vegetable cooler & compressor
- 2 Butane heaters
- 1 Underwood Sunstrand adding machine
- 1 R. C. Allen adding machine
- 1 Dayton computing scale
- 1 hanging scale
- 1 Roll top desk

2 Ceiling fans
12 grocery carts
1 Frigidaire compressor
1 Safe Guard check writer
8 tables.

That the above described personal property was, on the date of said mortgage and on, to-wit October 30, 1950, of the value of Six Thousand Dollars (\$6,000.00) or more. That the said Charles T. and Susie N. Campbell did subsequently transfer said mortgage and the note described therein and upon which this suit is based, to Campbell Grocery Company, a Corporation, the Plaintiff herein, by assignment dated July 1, 1949, and that thereafter the said Campbell Grocery Company did declare said mortgage to be in default and did institute a detinue suit against this Defendant in the Circuit Court of Baldwin County, Alabama, on July 24, 1950, and that in said suit the said Campbell Grocery Company did recover the possession of the property described above by judgment rendered by this Honorable Court on October 30, 1950. That subsequent to the rendition of said judgment and in compliance therewith, this Defendant did deliver the possession of the above described property to the said Campbell Grocery Company, a corporation, but he does not know what disposition was made of said property after such delivery of possession or whether or to whom the same was sold but that said property was of a value far greater than the sum of \$3,166.47, the amount claimed in the Complaint herein, on the date of the delivery by the Defendant to the Plaintiff. That in and by the terms of the Chattel Mortgage referred to above the said mortgagee was authorized and empowered to sell said property at public outcry or sell to the highest bidder for cash after first giving thirty days notice of the time and place of said sale by one notice posted at the courthouse door of Baldwin County, Alabama, said sale to take place either in front of the courthouse door of said Baldwin County, Alabama, or where the property was situated at the time of the default. That the said Campbell Grocery Company, a corporation, the assignee, as hereinabove set out, was not authorized to sell said property at

private sale and that said property was not sold at public sale at Robertsdale, Alabama, where the same was located at the time of the time of the default in the payment of the note and the delivery of possession by this Defendant to the said Campbell Grocery Company, a Corporation. That the Defendant hereby offers to set off so much of his demand as will be necessary to satisfy the claim of the Plaintiff under the terms of the note hereinabove referred to and he does hereby claim judgment in his favor and against the Plaintiff for the excess.

Respectfully submitted,

CHASON & STONE

BY:


Attorneys for Defendant.

CAMPBELL GROCERY COMPANY
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

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

ANSWER

FILED
3-4-53
ALICE A. DUCK, Register

LAW OFFICES
HYBART, CHASON & STONE
BAY MINETTE, ALABAMA

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

LAW SIDE.

NO. 1537.

Comes now the Defendant, Walter W. Hoiles, by his Attorneys, and moves this Honorable Court to require the Plaintiff Corporation to produce any and all books, documents or writings in its possession, custody, control or power relative to the acquisition of, the possession of, and the disposition of the following described personal property, to-wit:-

- 1 Walkin Cooler 12 x 14
- 1 Fairbanks platform scale
- 1 Fairbanks Morse hanging scale
- 1 13 ft. Freedrich display case
- 1 9 ft. Seeger display case
- 2 Toledo computing scales
- 1 Standard computing scales
- 1 36 inch meat block
- 1 cutting table 6 ft.
- 1 30 gallon butane hot water heater
- 1 Double sink
- 1 Brunner compressor
- 60 meat case plates
- 1 10 ft. refrigerated vegetable cooler & compressor
- 2 Butane heaters
- 1 Underwood Sunstrand adding machine
- 1 R. C. Allen adding machine
- 1 Dayton computing scale
- 1 hanging scale
- 1 Roll top desk
- 2 ceiling fans
- 12 grocery carts
- 1 Frigidaire compressor
- 1 Safe Guard check writer
- 8 tables,

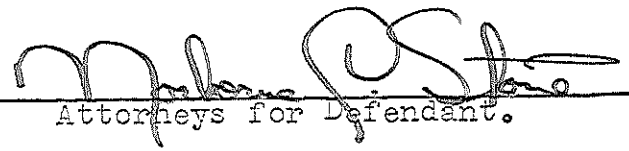
which contain evidence pertinent to the issues involved in this cause, and which records, books, documents or writings and the facts contained therein will be material evidence in the trial of the issues of this cause and in particular, to produce any and all bills of sale whereby any or all of the above described property was sold by the Plaintiff and copies or originals of all notices published under the terms of that certain chattel mortgage from the Defendant to the Plaintiff, dated March 26, 1949, and recorded in Mortgage

Record 153 at pages 340-342, in the Office of the Judge of Probate of Baldwin County, Alabama.

Respectfully submitted,

CHASON & STONE

BY:


Attorneys for Defendant.

STATE OF ALABAMA

BALDWIN COUNTY

I, Norborne C. Stone, one of the Attorneys for the Defendant in the above styled cause, do hereby certify that if said records, books, documents or writings, set out above are produced, that they will be material evidence in the trial of the issues of this cause, and I do hereby further certify that I have this day mailed a copy of the foregoing motion to the Honorable J. B. Blackburn, Attorney at Law, Bay Minette, Alabama, postage prepaid, and properly addressed to him as recited.

Dated this 3rd day of March, 1953, at Bay Minette,
Baldwin County, Alabama.


Norborne C. Stone.

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

MOTION TO PRODUCE EVIDENCE

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

NO. 1537.

FILED

3-3-52

ALICE J. DUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

CAMPBELL GROCERY COMPANY,
A Corporation,

VS.

Plaintiff,

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1870

DEMURRER

Now comes the plaintiff and demurs to Pleas 3 and 4 filed by the defendant in this cause, and as grounds for said demurrer assigns, separately and severally, the following:

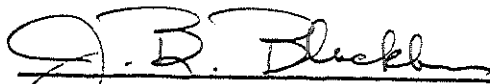
1. It constitutes no defense to the complaint and raises an immaterial issue.

2. It does not allege that the personal property described therein was delivered to and received by the plaintiff in full settlement of the indebtedness evidenced by the note on which this suit is brought.

3. No facts are alleged to show that the indebtedness evidenced by the note on which this suit is brought has been paid.

4. No facts are alleged to show that the indebtedness evidenced by the note on which this suit is brought has been satisfied.

5. The said plea is vague, indefinite and uncertain in that it does not appear therefrom if the personal property described therein was delivered to the plaintiff under the judgment of the note or in some other manner.



Attorney for plaintiff.

DEMURRER

CAMPBELL GROCERY COMPANY,
A Corporation,

VS.

Plaintiff,

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1870

FILED

3-3-33

ALICE L. DUCK, Clerk

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

NO. 1870.



Comes now the Defendant and for answer to the complaint, and to each and every count thereof, separately and severally, says as follows:

1. That the allegations of the complaint are untrue.
2. That he has paid the debt for the recovery of which this suit was brought before the action was commenced.
3. That the debt for the recovery of which this suit was brought was satisfied in full before the action was commenced.
4. That the note upon which this action is based was secured by a chattel mortgage executed by the Defendant to Charles T. and Susie M. Campbell on March 26, 1949, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Record 153 at pages 340-342, by the terms of which, certain personal property described therein of the value of to-wit, \$3,349.00 or more was conveyed to the said mortgagees and that they did subsequently transfer and assign said chattel mortgage and the note described in said mortgage to Campbell Grocery Company, a corporation the Plaintiff herein, by assignment dated July 1, 1949, and that thereafter the said Campbell Grocery Company did declare said mortgage to be in default and did institute a Detinue suit against this Defendant in the Circuit Court of Baldwin County, Alabama, on July 24, 1950, and that in said suit the said Campbell Grocery Company did recover the possession of the said property described in said chattel mortgage by a judgment rendered by this Honorable Court on October 30, 1950. That in and by the terms of the chattel mortgage referred to above the said mortgagee was authorized to sell

said property at public sale to the highest bidder for cash after first giving thirty days notice of the time and place of said sale by one notice posted at the Courthouse door of Baldwin County, Alabama, the said sale to take place either in front of the Courthouse door of said Baldwin County, Alabama, or where the property is situated at the time of the default. That the Defendant delivered possession of the said property noted above to the agents, servants or employees of Campbell Grocery Company but he does not know what disposition was made of said property or whether or to whom the same was sold but that said property was of a value far greater than the sum of \$3,166.47 on the date of the delivery by the Defendant to the Plaintiff, hence the Plaintiff should not recover in this suit.

Respectfully submitted,

CHASON & STONE

BY:  
Attorneys for Defendant.

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

ANSWER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

NO. 1870.

FILED

2-27-53

ALICE J. DUCK, Clerk

LAW OFFICES

HYBART, CHASON & STONE

BAY MINETTE, ALABAMA

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

NO. 1870.

Comes now the Defendant, by his attorneys, and demurs to the complaint heretofore filed against him and to each count thereof, separately and severally, and assigns the following separate and several grounds in support thereof:

1. That said complaint fails to state a cause of action.
2. For aught that appears from the Bill of Complaint the sum of \$1130.16 paid by the Defendant to the Plaintiff was in full settlement of any obligation of the Defendant to the Plaintiff.
3. That the allegations of the complaint are vague, indefinite and uncertain.

Respectfully submitted,

CHASON & STONE

BY:

Malcolm P. Stone
Attorneys for Defendant.

The Defendant demands a trial of
this cause by Jury.

CHASON AND STONE

BY:

Malcolm P. Stone
Attorneys for Defendant.

DEMURRER

CAMPBELL GROCERY COMPANY,
A Corporation,

Plaintiff,

vs.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

NO. 1870.

FILED
DEC 23 1952
ALICE J. DUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon WALTER W. HOILES 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 CAMPBELL GROCERY COMPANY, a Corporation.

WITNESS my hand this 2nd day of October, 1952.

Alvin J. Hester
Clerk of the Circuit Court.

* * * * *

COMPLAINT

CAMPBELL GROCERY COMPANY,)	
A Corporation,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
VS.)	
)	BALDWIN COUNTY, ALABAMA
)	
WALTER W. HOILES,)	AT LAW
)	
Defendant.)	

1. The plaintiff claims of the defendant the sum of Two Thousand Thirty-six and 31/100 Dollars (\$2036.31), balance due on a promissory note originally for Three Thousand One Hundred Sixty-six and 47/100 Dollars (\$3,166.47), made by the defendant on, to-wit, March 26, 1949, and payable to the plaintiff as follows:

One (1) installment of \$66.47 due March 31, 1949, and one (1) installment of \$50.00 due each Wednesday thereafter, together with interest at six percent (6%) on the unpaid balance of the principal due at each installment payment due date until the total principal and interest due is paid in full,

which note is the property of the plaintiff and, together with the interest thereon, is still due and unpaid.

2. The plaintiff avers that in and by the terms and provisions of the said note, the defendant waived all rights of exemptions 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 Four Hundred Dollars (\$400.00) and which it herewith claims.

Howell v Johnston

J. B. Bachman,

Attorneys for Plaintiff.

TAYLOR WILKINS, Sheriff

CAMPBELL GROCERY COMPANY,
a Corporation,

Plaintiff,

VS.

WALTER W. HOILES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1870

FILED
OCT 2 1952
ALICE L. DUCK, Clerk

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

[Executed 24 Nov 1952
By Serving copy on
Walter W. Hoiles

Sheriff
Taylor Wilkins
By
Edleigh Steadman