

AMENDED PLEAS

DORSEY BROTHERS CHEVROLET
INC.,

PLAINTIFF

VS

W. A. THOMPSON

DEFENDANT

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 2112

Comes now the Defendant in the above styled cause and amends his amended
pleas to the Complaint to read as follows:

1.

The allegations contained in the Complaint are untrue.

2.

The Defendant says that he, in good faith, purchased the automobile,
the subject of this suit, on to-wit, the 10th day of October, 1953, from
John Archiebald, an automobile dealer, doing business as John's Motor
Company, who was then in the City of Bay Minette, Alabama, and gave the said
John Archiebald SIXTEEN HUNDRED (\$1600.00) DOLLARS therefor; which is the
reasonable market value of the automobile. That then and there John Archie-
bald showed the Defendant a car invoice on which full payment was shown,
from Dorsey Brothers Chevrolet Inc., to John's Motor Company. That then
and there John Archiebald delivered possession of the automobile, which
is the subject matter of this suit to the Defendant and he became a bona
fide owner thereof. The Defendant avers that he had no notice of the
Plaintiff's claim to the automobile and knew of no facts sufficient to put
him on inquiry, that if followed up, would have disclosed the Plaintiff's
claim.

3.

The Defendant says that he, in good faith, purchased the automobile,
the subject of this suit, on to-wit, the 10th day of October, 1953, from
John Archiebald, an automobile dealer, doing business as John's Motor
Company, who was then in the city of Bay Minette, Alabama, and gave the said
John Archiebald SIXTEEN HUNDRED (\$1600.00) DOLLARS therefor; which is the


reasonable market value of the automobile. That then and there John Archiebald showed the Defendant a car invoice on which full payment was shown, from Dorsey Brothers Chevrolet Inc., to John's Motor Company. That then and there John Archiebald delivered possession of the automobile, which is the subject matter of this suit to the Defendant and he became a bona fide owner thereof. The defendant avers that he had no notice of the Plaintiff's claim to the automobile and knew of no facts sufficient to put him on inquiry, that if followed up, would have disclosed the Plaintiff's claim; that the Plaintiff is now estopped from denying John Archiebald's right to sell said automobile.

4.

That Dorsey Brothers Chevrolet Inc sold John Archiebald, a car dealer, doing business as John's Motor Company, an automobile, the subject matter of this suit, and delivered him possession of the same knowing that John Archiebald was a dealer in automobiles; that the Defendant, in good faith, purchased the automobile, the subject of this suit, on to-wit, the 10th day of October, 1953, from John Archiebald, doing business as John's Motor Company, who was then in the City of Bay Minette, Alabama, and gave the said John Archiebald SIXTEEN HUNDRED (\$1600.00) DOLLARS therefor; which was the reasonable market value of the automobile. That then and there John Archiebald delivered possession of the automobile, which is the subject matter of this suit, to the Defendant and he thereby became a bona fide owner thereof. The Defendant avers that he had no notice of the Plaintiff's claim to the automobile and knew of no facts sufficient to put him on inquiry, if followed up, would have disclosed the Plaintiff's claim; that the Plaintiff is now estopped from denying John Archiebald's right to sell said automobile.

Walters & Brantley

BY:


Attorney for the Defendant

RECORDED

DORSEY BROTHERS CHEVROLET, INC.

PLAINTIFF

VS

W. A. THOMPSON

DEFENDANT

AMENDED PLEAS

FILED

FEB 8 1954

MADE J. DUCK, CLERK

DORSEY BROTHERS CHEVROLET,
INC.,

Plaintiff,

vs.

W. A. THOMPSON,

Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2112

Comes the Plaintiff in the above styled cause and demurs to the amended pleas 2, 3 and 4, which were filed by the Defendant in said cuase on February 8, 1954, separately and severally and assigns the following separate and several grounds, viz:

1. That said plea does not state a defense to the cause of action.
2. That said plea fails to allege where John Archiebald operates as an automobile dealer.
3. That said plea fails to allege that John Archiebald delivered to the Defendant the invoice referred to in said plea.
4. That said plea fails to allege whether the Defendant now has the invoice referred to in said plea.
5. That the invoice referred to in said plea is not such an indicia of title as to preclude the Plaintiff from recovering such automobile.
6. That said plea fails to allege that the invoice referred to therein was signed by Dorsey Brothers Chevrolet, Inc., or by anyone duly authorized by it.
7. That said plea fails to allege who entered on such invoice the fact of payment.
8. For aught that appears from said plea John Archiebald could have entered the fact of payment on the car invoice.
9. That said plea fails to allege that the Plaintiff delivered to John Archiebald the automobile in question together with proper indicia of ownership.
10. For aught that appears from said plea the automobile was never delivered by the Plaintiff to John Archiebald or John's Motor Company.

11. That the date of the car invoice referred to in said plea is not set out nor is the date of payment referred to therein set out in said plea.

12. That it is not alleged in said plea that John Archiebald or John's Motor Company was the owner of said automobile at the time he sold the same to the Defendant.

13. That the allegation that the Defendant became a bona fide owner of such automobile is but a conclusion of the pleader.

14. That it is not averred that the Defendant made any inquiry to ascertain whether John Archiebald had the right to sell such automobile.

15. That it is affirmatively shown by said plea that the Defendant knew where John Archiebald claimed to have purchased the automobile and that a telephone call to the Plaintiff would have resulted in protecting the Defendant in this case.

16. That the allegation in plea 4 that the Plaintiff sold John Archiebald the automobile in question fails to allege that such automobile was paid for by the said John Archiebald.

17. For aught that appears from plea 4 the consideration in the transaction between the Plaintiff and the said John Archiebald was not paid.

CHASON & STONE

By: 

Attorneys for Plaintiff.

RECORDED

DEMURRER

DORSEY BROTHERS CHEVROLET, INC.,

Plaintiff,

vs.

W. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 2112

Filed this 8th day of February,
1954.

W. A. Thompson

Clerk

AMENDED PLEAS

DORSEY BROTHERS CHEVROLET
INC.,

PLAINTIFF

VS

W. A. THOMPSON

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW
NO. 2112

Comes now the Defendant in the above styled cause and amends his amended
pleas to the complaint to read as follows:

1.

The allegations contained in the complaint are untrue.

2.

The Defendant says that he, in good faith, purchased the automobile,
the subject of this suit, on to-wit, the 10th day of October, 1953, from
John Archiebald doing business as Johns Motor Company, who was then in the
City of Bay Minette, Alabama, and gave the said John Archiebald \$1600.00
SIXTEEN HUNDRED DOLLARS therefor; which was the reasonable market value of
the automobile. That then and there John Archiebald showed the Defendant
an indicia of title to John's Motor Company from Dorsey Brothers Chevrolet
Inc. That the Defendant then and there took possession of the automobile
which is the subject matter of this suit and became a bona-fide owner thereof.
That defendant avers that he had no notice of the Plaintiff's claim to the
automobile and knew of no facts sufficient to put him on inquiry, that if
followed up, would have disclosed the Plaintiff's claim.

3.

The Defendant says that he, in good faith, purchased the automobile,
the subject of this suit, on to-wit, the 10th day of October, 1953, from
John Archiebald doing business as John's Motor Company, who was then in the
City of Bay Minette, Alabama, and gave the said John Archiebald SIXTEEN
HUNDRED (\$1600.00) DOLLARS therefor; which was the reasonable market value
of the automobile. That then and there John Archiebald showed the Defendant
an indicia of title to John's Motor Company from Dorsey Brothers Chevrolet
Inc., That the Defendant then and there took possession of the automobile

which is the subject matter of this suit and became a bona-fide owner thereof. That Defendant avers that he had no notice of the Plaintiff's claim to the automobile and knew of no facts sufficient to put him on inquiry, that if followed up, would have disclosed the Plaintiff's claim; that the Plaintiff is now estopped from denying John Archiebald 's right to sell said automobile.

Wilters & Brantley

BY:

Robert M Brantley
Attorney for the Defendant

RECORDED

DORSEY BROTHERS CHEVROLET INC.

PLAINTIFF

VS

W. A. THOMPSON

DEFENDANT

AMENDED PLEAS

FILED

FEB 2 1954

ALICE J. QUINN, Clerk

Copy Mailed
by Attorney

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT

No. _____
October 20, 1953

To Any Sheriff of the State of Alabama :

You Are Hereby Commanded to Summon W. A. 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 the same, then and there to answer the complaint of Dorsey Brothers

Chevrolet, Inc.

Witness my hand this 20th day of October, 1953

W. J. Luck, Clerk.

COMPLAINT

Dorsey Brothers
Chevrolet, Inc. Plaintiff Versus W. A. Thompson Defendant.

The plaintiff claims of the defendant the following personal property, to-wit:

1 (one) 1953 - 150 Series 2-Door Chevrolet, serial number
H53A 071930, Motor Number TAA 1015830

with the value of the hire or use thereof during the detention, to-wit:

from October 10 1953, to date 1954

W. A. Stone, Plaintiff's Attorney.

RECORDED

No. 2112 Page

STATE OF ALABAMA
Baldwin County
CIRCUIT COURT

Dorsey Brothers Chevrolet,
Inc. Plaintiff

vs.

W. A. Thompson
Defendant

Detinue Summons and Complaint

Filed October 20th, 1933

Arcis French, Clerk

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof

Arcis French, Clerk.

Defendant lives at

Received in office

Oct 20, 1933

, Sheriff.

I have executed this summons

this Oct 20, 1933
by leaving a copy with

W. A. Thompson
Attaching with
in described car

Jayle Wilk, Sheriff
Pat Seller, Deputy Sheriff

STATE OF ALABAMA, }
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, That We, Dorsey Brothers Chevrolet,
Inc.

as principal, and the undersigned

as surety, are held and firmly bound unto W. A. Thompson

in the sum of Twenty-five (\$25.00) DOLLARS,

to be paid to the said W. A. Thompson, ~~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 20th day of October,

in the year of our Lord, 1953.

The condition of the above obligation is such, That whereas the above bound Dorsey

Brothers Chevrolet, Inc., on the day of the date hereof hath obtained at the suit of Dorsey Brothers Chevrolet, Inc. vs. W. A. Thompson,

a summons and complaint for the recovery of personal property in specie against said defendant 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 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.

Dorsey Brothers Chevrolet, Inc.

By: Dorsey Bros. Chev. Inc. (L. S.)
as assistant sales manager

Cecil J. Clark (L. S.)

____ (L. S.)

Approved this 20th day of Oct 1953

W. J. Smith
Clerk.

RECORDED

No. 2112 Page _____

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT

Worsey Brothers Chevrolet

Plaintiff _____

vs.

W. A. Thompson

Defendant _____

DETINUE BOND

Filed 10-20 1953

Wesley J. Smith Clerk

Plaintiff's Attorney

Defendant's Attorney

STATE OF ALABAMA
BALDWIN COUNTY

AFFIDAVIT IN DETINUE

Before me, John Chason, the undersigned Notary Public in and for said County, in said State, personally appeared Cecil J. Clark, who is known to me and who, after being by me first duly and legally sworn did depose and say under oath as follows:

That he is an agent of Dorsey Brothers Chevrolet, Inc., A Corporation, whose principal place of business is Elba, Alabama, Coffee County, Alabama, and that the following described property, to-wit:

One (1) 1953 Chevrolet 150 Series 2-Door automobile,
serial number H53A 071930, motor number LAA 1015830

for the recovery of which the said Dorsey Brothers Chevrolet, Inc., a Corporation, did institute suit in the Circuit Court of Baldwin County, Alabama, on the 20th day of October, 1953, against W. A. Thompson, is the property of the Plaintiff.

Cecil J. Clark

Sworn to and subscribed before
me on this the 20th day of
October, 1953.

John Chason
Notary Public, Baldwin County, Ala.

RECORDED

702112

Filed 10-20-53
Arling J. French
clerk

DORSEY BROTHERS CHEVROLET
INC.,

PLAINTIFF

VS

W. A. THOMPSON

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 2112

Comes now the Defendant in the above styled cause and amends his
answer to the complaint to read as follows:

1.

The allegations contained in the complaint are untrue.

Wilters & Brantley

BY: Albert M Brantley
Attorney for the Defendant

2112
RECORDED

DORSEY BROTHERS CHEVROLET INC.

PLAINTIFF

VS

W. A. THOMPSON

DEFENDANT

AMENDED ANSWER

FILED
NOV 28 1955
ALICE L. DICK, Clerk

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Dorsey Brothers Chevrolet, Inc., A Corporation, as principal, and the undersigned as surety are held and firmly bound unto W. A. Thompson in the sum of Three Thousand Five Hundred Dollars (\$3,500.00), for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this 27th day of October, 1953.

The condition of the above obligation is such that whereas the said Dorsey Brothers Chevrolet, Inc., A Corporation, did, on the 20th day of October, 1953, sue out of the Circuit Court of Baldwin County, Alabama, a writ of detinue directed to any Sheriff of the State of Alabama commanding him to take into his possession the following property, to-wit:

One (1) 1953 - 150 Series 2-Door Chevrolet, serial No. H53A 071930, Motor No. LAA 1015830.

And whereas the said W. A. Thompson, Defendant in said writ, has failed and neglected for the space of five days from the execution of said writ to give bond and take possession of said property as authorized by law.

Now if the said Dorsey Brothers Chevrolet, Inc., A Corporation, upon its failing in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain in full force and effect.

Dorsey Brothers Chevrolet Inc.

BY: [Signature] (SEAL)
As Its Secretary and Treasurer

Taken and approved

this 27th day of
October, 1953.

[Signature]
Sheriff, Baldwin Co., Ala.

I, H. B. Tillman, as Sheriff of Coffee County, Alabama, hereby certify that the foregoing bond is a good and sufficient bond and would be approved by me if presented to me in Coffee County.

[Signature]
As Sheriff, Coffee Co., Ala.

RECORDED

Filed 10-27-52

Arise French
Clerk

DORSEY BROTHERS CHEVROLET,
INC.,

Plaintiff,

vs.

W. A. THOMPSON,

Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. NO. 2112

Comes the Plaintiff in the above styled cause and demurs to the amended pleas 2 and 3 as last amended, separately and severally and assigns the following separate and several grounds, viz:

1. That said plea does not state a defense to the cause of action.

2. That said plea fails to allege what indicia of title to John's Motor Company from Dorsey Brothers Chevrolet, Inc., was shown to the Defendant.

3. That the allegation in such plea that John Archiebald showed the Defendant an indicia of title to John's Motor Company from Dorsey Brothers Chevrolet, Inc., is but a conclusion of the pleader and should allege the nature of such indicia of title.

4. That said plea fails to allege that John Archiebald doing business as John's Motor Company, was the owner of the automobile in question at the time that he sold it to W. A. Thompson.

5. That said plea fails to allege that the Defendant made a diligent inquiry to ascertain whether John Archiebald doing business as John's Motor Company, was the owner of such automobile at the time he sold it to the Defendant.

6. That said plea fails to allege that John Archiebald, doing business as John's Motor Company, had a bill of sale to such automobile from the Plaintiff.

7. That plea 3 fails to set up any allegation which would operate as an estoppel of the Plaintiff's right to recover such automobile.


Attorneys for Plaintiff.

2112
RECORDED

DEMURRER

DORSEY BROTHERS CHEVROLET, INC.,

Plaintiff,

vs.

W. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW. NO. 2112

Filed this ____ day of February,
1954.

Clerk

FILED

FEB 4 1954

ALICE L. DUCK, Clerk

DORSEY BROTHERS CHEVROLET INC.,

PLAINTIFF

VS

W. A. THOMPSON

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 2112

Comes now the Defendant in the above styled cause and for answer
to the complaint says:

1.

The allegations of the Complaint are untrue.

2.

The Defendant pleads the general issue.

3.

The Defendant pleads not guilty.

SILTERS AND BRANTLEY

BY: *Sam J. Winters*
Attorney for the Defendant

2112
RECORDED

DORSEY BROTHERS CHEVROLET INC.,

PLAINTIFF

VS

W. A. THOMPSON

DEFENDANT

ANSWER

2112

FILED
NOV 19 1952
ALICE J. DICK, Clerk