

Luther E. Buckley

Plaintiff

Vs

Walter P. Trawick

Defendant

In the Circuit Court of

Baldwin County, Alabama

At Law

Now comes Reuben F. McKinley, Attorney, and makes known to the Court his withdrawal from said case as Attorney for the Plaintiff.

  
Reuben F. McKinley

cc:  
Luther E. Buckley

FILED

8-13-54

ALICE J. DUCK, Clerk

2132

Luther E. Buckley

Plaintiff

Vs

Walter P. Trawick

Defendant

Notice of Withdrawal

FILED  
AUG 13 1954

ALICE L. DUCK, Register

LUTHER E. BUCKLEY,	)	
	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
	)	
VS.	)	BALDWIN COUNTY, ALABAMA
	)	
WALTER P. TRAWICK,	)	AT LAW NO. 2132
	)	
Defendant.	)	

DEMURRER

Now comes the Defendant in the above styled cause and demurs to the complaint heretofore filed in said cause and to each count thereof separately and severally and as grounds for said demurrer assigns the following separately and severally:

1. It does not state a cause of action.
2. It does not allege when the said note is payable.
3. It does not allege that the said note is now due and payable.
4. It does not allege that the note for which plaintiff claims attorney's fees is now due and payable.
5. It does not allege when the note for which plaintiff claims attorney's fees is due and payable.
6. The said count is inconsistent.
7. From aught that appears from the said count, the said contract entered into between the plaintiff and the defendant was an oral contract and is within the Statute of Frauds.
8. From aught that appears from the said count, the said contract entered into between the plaintiff and the defendant was an oral contract which was not to be performed within one year from the making thereof and is within the Statute of Frauds.
9. It does not allege how the said service station equipment was damaged.
10. It does not allege any facts to show whereby the plaintiff is entitled to an attorney's fee for the maintenance of this suit.
11. It does not appear that the Plaintiff contracted to sell the good will of the business, Buckley's Super Service Station, to the defendant.
12. It does not appear that the plaintiff sold the good

will of the business, Buckley's Super Service Station, to the defendant.

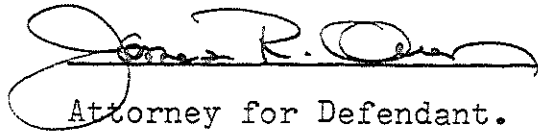
13. It does not allege that it has become necessary for plaintiff to retake possession of the service station equipment referred to in Count 5 of the Complaint.

14. It is not alleged that the contract, under which the plaintiff claims liquidated damages, has been breached.

15. It is not alleged that the said liquidated damages are now due and payable.

16. It does not describe the Service Station equipment which the Plaintiff alleges was damaged.

17. It does not allege when the said Service Station equipment was damaged.

  
Attorney for Defendant.

FILED

12-10-53

ALICE A. DUCK, Clerk

Figure 1. The four types of the *Phragmites* communities in the study area. (a) *Phragmites australis* community, (b) *Phragmites australis* and *Phragmites communis* community, (c) *Phragmites australis* and *Phragmites communis* community, and (d) *Phragmites communis* community.

FILED  
 DEC 10 1953  
 ALICE J. BROWN, CLERK

770 2182


LUTHER E. BUCKLEY,  
Plaintiff,  
VS.  
WALTER P. TRAWICK,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 2132

## PLEA

Now comes the Defendant and for plea to the amended complaint and to each count thereof separately and severally assigns the following separately and severally:

1. 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.

  
Attorney for Defendant.

FILED

2-8-54

ALICE J. DUCK, Clerk

2182

PLEA

LUTHER E. BUCKLEY,  
Plaintiff,

VS.

WALTER P. TRAWICK,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW NO. 2132

FILED

FEB 8 1954

ALICE J. DUCK, Clerk

## Amended Complaint

Luther E. Buckley  
Plaintiff

Vs

Walter P. Trawick  
Defendant

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\*  
\*  
\*  
\*  
\*  
\*

In the Circuit Court of  
Baldwin County, Alabama  
At Law. No. 2132

1.

The Plaintiff claims of the Defendant Four Hundred, Ninety two and 53/100 dollars due by promissory note made by him on the 11th day of March, 1953 and payable on the 11th day of January, 1954, (ten months from date of signing) with interest thereon.

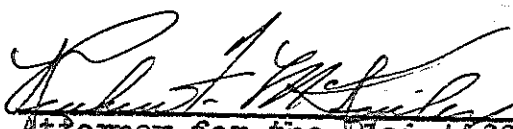
2.

The Plaintiff claims of the Defendant One Hundred dollars as a reasonable Attorney's fee for the collection of said note described in Count 1, which the Defendant contracted to pay in said note, if it became necessary to collect said note by suit or otherwise. The Plaintiff alleges that the Defendant has defaulted in the payment of said note and it has become necessary to collect by suit.

FILED

1-27-54

ALICE J. DUCK, Clerk

  
Attorney for the Plaintiff



MI 2132

Luther E. Buckley

Plaintiff

Vs

Walter P. Trawick

Defendant

Amended Complaint

FILED  
JAN 27 1954

ALICE J. BAKER  
CLERK

State of Alabama  
County of Baldwin

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Walter P. Trawick to appear within thirty days from the service of this writ in the Circuit Court to be to be held for said County at the place of holding the same, then and there to answer the complaint of Luther E. Buckley.

Witness my hand, this the 16<sup>th</sup> day of Nov 1953.

Dennis J. Duck

\*\*\*\*\*

Luther E. Buckley

Plaintiff

Vs.

Walter P. Trawick

Defendant

In the Circuit Court of  
Baldwin County, Alabama  
At Law.

1.

The plaintiff claims of the defendant fifteen hundred dollars due by promissory note made by him on the 8th day of May, 1953, with interest thereon.

2.

The plaintiff claims of the defendant one hundred dollars as a reasonable Attorney's fee contracted for in the note described in Count 1, for the collection of said note.

3.

The plaintiff claims of the defendant four hundred ninety two and 53/100 dollars due by promissory note made by him on the 8th day of May, 1953, with interest thereon.

4.

The plaintiff claims of the defendant one hundred dollars as a reasonable Attorney's fee contracted for in the note described in Count 3, for the collection of the note.

5.

The plaintiff claims from the defendant twenty five hundred dollars damages for the breach of a covenant or contract entered into by him on the 11th day of March 1953, whereby Walter P. Trawick agreed to pay to Luther E. Buckley nineteen hundred ninety two and 53/100 dollars as the purchase price of the interest, right and title of the said Luther E. Buckley, in and to the Service Station in Bay Minette, Alabama formerly known as Buckley's Super Service Station, as well as all expenses of collecting the said amount, which said contract the Defendant has breached by the failure to pay the same, thereby causing the Plaintiff the damages aforesaid.

6.

The plaintiff claims of the Defendant one hundred dollars due as liquidated damages contracted for by the said Walter P. Trawick, which said sum the said Walter P. Trawick agreed to pay immediately, in the event it became necessary for the said Luther E. Buckley to retake possession of the service station equipment mentioned in Count 5.

7.

The plaintiff claims of the defendant one thousand dollars as damages to the said Service Station equipment, which it suffered while in the possession of the said Walter P. Trawick.

8.

The plaintiff claims of the defendant the sum of one thousand dollars damages as the amount the Good Will of the business, Buckley's Super Service Station was worth at the time possession of said station was delivered to the Defendant, which said sum was lost to the Plaintiff by the failure of said defendant to pay the plaintiff for said business.

9.

The plaintiff claims of the defendant the sum of five hundred dollars as a reasonable Attorneys fee for the maintenance of this suit, which the defendant agreed to pay as the cost of collecting these said

amounts in the event of default in their payment.

Robert J. McInerney  
Attorney for the Plaintiff

Plaintiff demands a trial by jury.

Robert J. McInerney  
Attorney for the Plaintiff

FILED

11-16-53

ALICE J. DICK, Clerk

RECEIVED BY THE COURT

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RECEIVED BY THE COURT

702132

Received in Sheriff's Office  
this 18 day of Nov, 1953  
TAYLOR WILKINS, Sheriff

Luther E. Buckley  
Plaintiff.  
Vs  
Walter P. Trawick  
Defendant

Summons and Complaint

FILED  
NOV 16 1953  
ALICE J. DUCK, Clerk

Received \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
and on 27 day of Nov 1953  
I served a copy of the within \_\_\_\_\_  
on \_\_\_\_\_  
By service on Walter P. Trawick  
TAYLOR WILKINS, Sheriff  
By J. P. [Signature] D.S.