

CLIFTON WHITE,)	
Plaintiff,)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
DIXIE FARM EQUIPMENT, INC.,)	AT LAW
a corporation, and J. I. CASE)	CASE NO. <u>9148</u>
COMPANY, a corporation,)	
Defendants.)	

COUNT I

The Plaintiff claims of the Defendants the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) damages for that, on, to-wit: the 28th day of February, 1969, the Defendant, Dixie Farm Equipment, Inc., a corporation, acting by and through its duly authorized agents, servants or employees, who were then and there acting within the line and scope of their employment as such, sold the Plaintiff a new 1060 J. I. Case combine with a 13 foot head and a new 402 corn header and warrantied and represented to the Plaintiff that the same was well constructed of non-defective parts and was suitable for the harvesting of corn, soy beans and grain. The Plaintiff avers that he relied on these representations and paid the said Dixie Farm Equipment, Inc. the sum of FIFTEEN THOUSAND SIX HUNDRED FIFTY SEVEN DOLLARS AND FIFTY CENTS (\$15,657.50) for this machinery. Your Plaintiff avers that the aforesaid machinery contained defective parts, was not well constructed and was not suitable for the gathering of soy beans and grain; that this machinery was continuously and repeatedly repaired; that it failed to operate and gave the Plaintiff little or no useful service as a grain and soy bean harvester. Your Plaintiff further avers that J. I. Case Company, a corporation, is the manufacturer of the aforesaid machinery and that Dixie Farm Equipment, INC., a corporation, is the dealer for and agent of J. I. Case Company; that the said J. I. Case Company represented and warrantied to the public generally and to the Plaintiff specifically to induce the Plaintiff and the public to purchase this machinery and like machinery that such machinery was well constructed of non-defective parts and was suitable for harvesting corn, soy beans and

grains. The Plaintiff alleges that he relied on these said warranties and representations as well as the warranties and representations made by the Defendant, Dixie Farm Equipment, Inc., and purchased said machinery.

COUNT II

The Plaintiff claims of the Defendants the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) damages for that, on, to-wit: the 28th day of February, 1969, the Defendant, Dixie Farm Equipment Inc., a corporation, acting by and through its duly authorized agents, servants or employees, who were then and there acting within the line and scope of their employment as such, sold the Plaintiff a new 1060 J. I. Case combine with a 13 foot head and a new 402 corn header and warrantied and represented to the Plaintiff that the same was well constructed of non-defective parts and was suitable for the harvesting of corn, soy beans and grain. The Plaintiff avers that he relied on these representations and paid the said Dixie Farm Equipment Company the sum of FIFTEEN THOUSAND SIX HUNDRED FIFTY SEVEN DOLLARS AND FIFTY CENTS (\$15,657.50) for this machinery. Your Plaintiff avers that the aforesaid machinery contained defective parts, was not well constructed and was not suitable for the gathering of soy beans and grain; that this machinery was continuously and repeatedly repaired; that it failed to operate and gave the Plaintiff little or no useful service as a grain and soy bean harvester. Your Plaintiff further avers that J. I. Case Company, a corporation, is the manufacturer of the aforesaid machinery and that Dixie Farm Equipment, Inc., a corporation, is the dealer for and agent of J. I. Case Company; that the said J. I. Case Company represented and warrantied to the public generally and to the Plaintiff specifically to induce the Plaintiff and the public to purchase this machinery and like machinery that such machinery was well constructed of non-defective parts and was suitable for harvesting corn, soy beans and grains. The Plaintiff alleges that he relied on these said warranties and representations as well as the warranties and representations made by the Defendant, Dixie Farm Equipment, Inc., and purchased said machinery.

Your Plaintiff avers that, as a direct and proximate result of the breach of the aforesaid warranty, the Plaintiff was damaged as follows: He had to hire part of his 1969 soy bean crop cut. This cost him \$500.00. He lost \$2,000.00 because he did not have an operable combine todo custom work. This was a usual and regular business for him. He parted with a 303 International combine and corn header. The value of this is \$5,000.00. This was traded in on the aforesaid machinery. He is now obligated to pay J. I. Case Credit Corporation the sum of \$13,654.20. The Defendant, Dixie Farm Equipment, Inc., secured a note signed by the Plaintiff for this amount and assigned it to the said J. I. Case Credit Company, a corporation. That he has the aforesaid equipment on hand which is of little or no value to him.

COUNT III

The Plaintiff claims of the Defendants the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) damages for that, on, to-wit: the 28th day of February, 1969, the Defendant, Dixie Farm Equipment Inc., a corporation, acting by and through its duly authorized agents, servants or employees, who were then and there acting within the line and scope of their employment as such, sold the Plaintiff a new 1060 J. I. Case combine with a 13 foot head and a new 402 corn header and impliedly warrantied to the Plaintiff that the same was suitable for the harvesting of corn, soy beans and grain. The Plaintiff avers that he relied on saidimplied warranty and paid Dixie Farm Equipment, Inc. the sum of \$15,657.50 for this machinery. Your Plaintiff avers that the aforesaid machinery was not suitable for the harvesting of corn, soy beans and grain; that it needed continuous and repeated repairs and was of little useful service to him. Your Plaintiff further avers that J. I. Case Company, a corporation, is the manufacturer of the aforesaid machinery and that Dixie Farm Equipment, Inc., a corporation, is the dealer for J. I. Case Company; that the said J. I. Case Company, by its advertisements, impliedly warrantied to the public generally and to the Plaintiff specifically that the aforesaid machinery and like machinery was suitable for the har-

vesting of corn, soy beans and grain. Your Plaintiff avers that he relied on these said implied warranties as well as the warranties of the Defendant, Dixie Farm Equipment, Inc., and purchased the aforesaid machinery.

COUNT IV

The Plaintiff claims of the Defendants the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) damages for that, on, to-wit: the 28th day of February, 1969, the Defendant, Dixie Farm Equipment Inc., a corporation, acting by and through its duly authorized agents, servants or employees, who were then and there acting within the line and scope of their employment as such, sold the Plaintiff a new 1060 J. I. Case combine with a 13 foot head and a new 402 corn header and warrantied and represented to the Plaintiff that the same was well constructed of non-defective parts and was suitable for the harvesting of corn, soy beans and grain. The Plaintiff avers that he relied on these representations and paid the said Dixie Farm Equipment Company the sum of FIFTEEN THOUSAND SIX HUNDRED FIFTY SEVEN DOLLARS AND FIFTY CENTS (\$15,657.50) for this machinery. Your Plaintiff avers that the aforesaid machinery contained defective parts, was not well constructed and was not suitable for the gathering of soy beans and grain; that this machinery was continuously and repeatedly repaired; that it failed to operate and gave the Plaintiff little or no useful service as a grain and soy bean harvester.

WILTERS & BRANTLEY

BY: 
Attorneys for Plaintiff

The Plaintiff demands a trial by jury.

WILTERS & BRANTLEY

BY: 
Attorneys for Plaintiff

FILED

FEB 25 1970

ALICE J. DUCK CLERK
REGISTER

We the jury find for the Plaintiff
damages in the amount of \$16,000.00.

C. G. Nelson
Farman

We the jury find for the Plaintiff
damages in the amount of \$16,000.00.

C. G. Nelson
Farmer

SUMMONS AND COMPLAINT

11/1/70
THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

} No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to SummonDIXIE FARM EQUIPMENT, INC., a corporation,
.....and J. I. CASE COMPANY, a corporation,.....

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against..DIXIE..FARM EQUIP-
MENT, INC., a corporation, and J. I. CASE COMPANY, a corporation, Defendant s.

by

.....CLIFTON WHITE....., Plaintiff.....

Witness my hand this *25* day of February 19.70.

Alise J. Duck, Clerk

No. 9148 Page.....

**THE STATE OF ALABAMA
BALDWIN COUNTY**

CIRCUIT COURT

Clifton White

Plaintiffs

Sific Farm Equipment Inc. a
corporation and J. H. Case
Company, a corp -

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

FEB 25 1970 Clerk

ALICE J. DUCK CLERK REGISTER

66

PAGE

H. Walters & Brantley
Plaintiff's Attorney

Defendant's Attorney

J. D. Case
7% Fred or Richard Ball
Agents Appointed for Service
2805. Lawrence St.

Montgomery, Alabama
Defendant lives at
Dific Farm Equipment, Inc
Joley, Alabama

Received In Office

July 25 1970

Sheriff

I have executed this summons

this July 25 1970

by leaving a copy with

Roger Thomas
Manager, Dific Farm
Equipment Dept

Sheriff's Office 72

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

Childress
DEPUTY SHERIFF

Roger Thomas Sheriff

Childress Deputy Sheriff

CLIFTON WHITE,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS.)	AT LAW
DIXIE FARM EQUIPMENT, INC.,)	
a corporation, and J. I. CASE)	
COMPANY, a corporation,)	
Defendants.)	CASE NO. 9148

DEMURRER

Comes now the Defendants in the above style cause and demurs to the Complaint filed herein and to each and every count thereof separately and severally, and as grounds for such demurrer, assigns, separately and severally, as follows:

1. It does not state a cause of action.
2. The allegations of the Complaint are vague, indefinite, and uncertain.
3. The Plaintiff has not alleged that the Defendants or either of them knew that the representation was false or that they or either of them made the representation recklessly without knowledge or that they or either of them made the representation innocently or by mistake.
4. The allegation that the Defendant, Dixie Farm Equipment, Inc., warranted and represented to the Plaintiff that the 1060 J. I. Case combine with a 13 foot head and a new 402 corn header was well constructed of non-defective parts and was suitable for the harvesting of corn, soybeans and grain is a mere conclusion of the pleader.
5. The allegation that the Defendant, J.I. Case Company represented and warranted to the public generally and to the Plaintiff specifically to induce the Plaintiff and the public to purchase this machinery and like machinery, that subject machinery was well constructed of non-defective parts and was suitable for harvesting corn, soybeans and grain is a mere conclusion of the pleader.
6. It does not allege damages with sufficient certainty.
7. The Defendants are not sufficiently apprised of the damages claimed against them.

8. That an implied warranty is not a representation of a material fact by the Defendants.

9. It does not allege a representation of a material fact by the Defendants.

10. It does not allege a representation by the Defendants to induce the Plaintiff to take some action.

11. It does not set out the representation substance.

12. The Defendants are not sufficiently apprised of the representation which the Plaintiff claims they made.

13. It does not allege that the representation was false.


14. It does not allege that the Defendants knew that the representation was false or that they made the representation recklessly without knowledge or that they made the representation innocently or by mistake.

15. That the Complaint proports to allege a cause of action against both Defendants in the first three counts and only against the Defendant, Dixie Farm Equipment, Inc., a corporation, in the IV Count, and this is a misjoinder of parties.

16. That the Complaint joins three counts with a joint cause of action against both Defendants with one count with a several cause of action against the Defendant, Dixie Farm Equipment, Inc., a corporation, and this is a misjoinder.

17. That there is a misjoinder of parties defendant in the Bill of Complaint.

18. That there is a misjoinder of causes of action in the Bill of Complaint.



Attorney for Defendants

I hereby certify that I have mailed a copy of the above Pleading to the Honorable Tolbert M. Brantley by placing the same, properly addressed and postage prepaid, in the U.S. Mail at the post office in Foley, Alabama, on this the 19 day of March, 1970.



FILED

MAR 19 1970

ALICE J. BUCK
CLERK
REGISTER

MAR 19 1970

FILED

9148

STANDARD TIME

over a 10 year period...
...of the...
...of the...

STANDARD TIME

STANDARD TIME

CLIFTON WHITE,	I	
Plaintiff,	I	IN THE CIRCUIT COURT OF
Vs.	I	BALDWIN COUNTY, ALABAMA
DIXIE FARM EQUIPMENT, INC.,	I	AT LAW
a corporation, and J. I. CASE	I	CASE NO. 9148
COMPANY, a corporation,	I	
Defendants.	I	

AMENDED COMPLAINT

1.

Comes now the Plaintiff and amends his Complaint by striking Count 4.

Walters & Brantley
By: J. M. Brantley

CERTIFICATE OF SERVICE
 I do hereby certify that I have on this 5 day of April 1971 served a copy of the foregoing pleading on all parties to this proceeding by mailing the same by Mail, properly addressed, and first class postage prepaid.
 WALTERS & BRANTLEY
 By: J. M. Brantley

FILED

APR 5 1971

EUNICE B. BLACKMON CIRCUIT CLERK

1. Alford, Ann B., Baldwin Times, Bay Minette
2. Allen, James B., Jr., Farmer, Lillian *P4*
3. Ballard, Lloyd J., Merchant, Bay Minette *D9*
4. Becker, Earl V., Mailman, Bay Minette
5. Becker, Ina H., Bookkeeper, Bay Minette
6. Page, Cornelia B., Housewife, Bay Minette *D1*
7. Lewis, Glen M., Salesman, Fairhope
8. Keewan, Jean D., Housewife, Fairhope *D7*
9. Malbis, George, Garage Operator, Spanish Fort
10. Melton, Estelle, Housewife, Spanish Fort *P12*
11. Nelson, Clarence A., Merchant, Fairhope
12. Blackwell, Earl, Merchant, Foley *P8*
13. Brantley, Doris Stuart, Housewife, Bay Minette
14. Lipscomb, Edward, Farmer, Foley *P2*
15. Teem, Keeneth, Linesman, Foley *P5*
16. Pumphrey, Rex, Vulcan Signs, Foley *P7*
17. Rada, Gus F., Farmer, Silverhill
18. Ryan, Dorothy L., Housewife, Bay Minette *D2*
19. Stallworth, F. W., Painter, Summerdale *P11*
20. Strong, Charles W., Jr., Merchant, Bay Minette *P9*
21. Tenison, Ralph Bruce, Monuments, Bay Minette *D4*
22. Chestang, Pleham, D., Brookley Field, Bay Minette *D3*
23. Coleman, Daisy Nell, Vanity Fair, Perdido *D11*
24. Coleman, Maynard, Civil Service, Perdido
25. Cooper, Claude, Farmer, Rosinton *D10*
26. Russell M. Crawford, Electrician, Bay Minette *D5*
27. Deal, Harold L., State Of Alabama, Foley *P6*
28. Deason, E. L., Retired, Foley
29. Henry, J. W., Salesman, Fairhope *D12*
30. Hocutt, William B., Office Work, Fairhope
31. Holman, Walter C., Printer, Fairhope
32. Hocutt, James S., Retired Fairhope
33. Irvin, E. L., Farmer, Foley *P1*
34. Thames, Grady, Farmer Robertsedale *D8*
35. Tunstall, Soloman, Laborer, Stockton
36. Brown, Hilard, Bay Minette, Alabama
37. Woodson, G. W., Retired, Bay Minette, Alabama *P10*
38. Bishop, Bobby Jean, Bookkeeper, Bay Minette, Alabama *D6*
39. Lipscomb, Lawrence, Farmer, Foley, Alabama *P3*

9148

Clifton White
vs.
Wipe Farm
Equipment.

P XXXXX XXXXX XX

D XXXXX XXXXX XX

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24
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CLIFTON WHITE,
Plaintiff,
vs.

DIXIE FARM EQUIPMENT, INC.,
a corporation, and J. I. CASE
COMPANY, a corporation,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 9148

Come the Defendants, Dixie Farm Equipment, Inc., a corporation, and J. I. Case Company, a corporation, in the above styled cause and file this their answer and deny each and every allegation set out in Counts I, II, and III of the Plaintiff's Amended Complaint and demands strict proof thereof.

Thomas W. Underwood, Jr.
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 2nd
day of April, 1971, served a
copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same
by United States mail, properly addressed, and
first class postage prepaid.

Thomas W. Underwood, Jr.

FILED

APR 5 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

} No. 9148

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to Summon DIXIE FARM EQUIPMENT, INC., a corpor-
ation, AND J. I. CASE COMPANY, a corporation,

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against DIXIE FARM EQUIP-
MENT, INC., a corporation, and J. I. CASE COMPANY, a corporation Defendant. S.....

by

CLIFTON WHITE, Plaintiff.....

Witness my hand this 25 day of February 19 70

Alice J. Leach, Clerk

No. 9148

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

CLINTON WHITE,.....

Plaintiffs

vs.

DIXIE FARM EQUIPMENT, INC.
a corporation, and J. I. CASE
COMPANY, a corporation
Defendants

SUMMONS AND COMPLAINT

Filed 19.....

M. S. Rutler, Sheriff of Montgomery Clerk

County, Alabama, Claim \$1.50 each for
serving 1 process(es) and \$1.00
travel expense on each of 1
process(es), or a total of 2.50

WILTERS & BRANTLEY, Deputy Sheriff
Plaintiff's Attorney

Defendant's Attorney

J. I. Case
% Fred or Richard Ball
Agents appointed for ser-
vice Lawrence
200 S. Laurel St.
Montgomery, Alabama
Defendant lives at

Dixie Farm Equipment
Foley, Alabama

RECEIVED IN OFFICE
Received In Office

Filed Feb 25 1926

M. S. RUTLER, Sheriff

I have executed this summons

this 27 Feb 1926
by leaving a copy with

Fred Ball
act for Dixie
Farm Equipment
Co
Dixie Case Company