JOHN DEERE INDUSTRICOMPANY, a corpora		)		
•	Plaintiff,	)	IN THE CIRCU	UIT COURT OF
vs.	, additionally	)	BALDWIN COUN	TTV ATADANA
ALTO A. BRILL,		)	BALDWIN COON	III, ALADAMA
AUTO A. BRIDE,	Defendant	)	AT LAW.	NO. 9492
	Defendant.	)		

## **DEMURRER:**

Now comes the Plaintiff and demurs to Plea 3 of the Answer heretofore filed and assigns the following, both separately and severally:

- 1. That said plea does not state a defense to the action brought herein.
- 2. For aught appears, there is no privity between the Plaintiff and the Defendant.
- 3. That it does not appear that the Plaintiff in this cause sold the property described in said plea to the Defendant.
- 4. It affirmatively appears from the pleading in this matter that the Plaintiff in this cause was the purchaser for value of the time sales contract from North Florida Tractor Company.
- 5. For it affirmatively appears that the matters set forth in plea 3 arise solely between the Defendant and North Florida Tractor Company.
- 6. There is no affirmative allegation that North Florida Tractor Company was the agent, servant or employee of the Plaintiff in this cause.

J. Connor Owens, Jr., Attorney for Plaintiff.

I, the undersigned, Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing demurrer to be served on Harry J. Wilters, Jr., the Attorney of Record for the Defendant herein by placing the same in the United States Mail, properly addressed, with postage prepaid, this 17th day of March, 1971.

OL 68 PAGE 277

1 Cecen

JOHN DEERE INDUSTRIAL X
EQUIPMENT COMPANY, a
Corporation, X IN

IN THE CIRCUIT COURT OF

Plaintiff,

X BALDWIN COUNTY, ALABAMA

vs.

χ

AT LAW

ALTO A. BRILL,

X

CASE NO. 9492

Defendant.

χ

ANSWER

Comes now the Defendant in the above styled cause, and for answer to the Plaintiff's Complaint, says:

1.

Not guilty.

2.

That he has paid the debt or demand for the recovery of which this suit was brought before this action was commenced.

3.

That the note or contract upon which this suit was brought has wholly failed as to the consideration paid for the same in this, the consideration of the note was the purchase of a John Deere Crawler, Model #450, and in the sale of the crawler was warranted to be in good working order, and that it would provide many working hours of satisfactory service. The Defendant says that soon after he took possession of the crawler, he began to have break downs, and that the engine had to be overhauled, and that due to many mechanical failures, he was caused to expend money in taking the machine back and forth to the dealer for repairs; that he lost many hours from the use of the crawler; that he was caused to lose customers for buldozing because he was unable to provide the services due to the poor condition of the crawler.

WILTERS & BRANTLEY

Attorneys for Defendar

VOL 58 PAGE 275

Defendant demands a trial by jury.

## CERTIFICATE OF SERVICE

I do hereby certify that I have on this 17day of OCT The 1970 served a copy of the toraccong procling on counsel for all parties to this proceeding by making the same by united States Mail, properly addressed, and first class processe prepaid.

WILTERS & BRANTLEY

OCT 1 91970

ALCE J. DUCK CLERK REGISTER

JOHN DEERE INDUSTRIAL X EQUIPMENT COMPANY, a Corporation, Y IN THE CIRCUIT COURT OF Plaintiff, X BALDWIN COUNTY, ALABAMA vs. X AT LAW ALTO A. BRILL, X CASE NO. 9492 Defendant X

For further answer to the Plaintiff's Complaint,

Defendant says: That the Defendant had possession of the property

sued for, and the Plaintiff, acting through his agent, servant and

employee, who was then acting in the line and scope of his employ
ment, agreed with the Defendant that if the Defendant would

surrender said tractor to the Plaintiff, voluntarily, that the

Plaintiff would cancel the balance due to said Plaintiff.

WILTERS & BRANTLEY

BV.

Attorneys for Defendant

CERTIFICATE OF SERVICE

1 do hereby certify that I have on this 2 day of Choloria.

19.2/ 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.

FILED

OCT 12 1971

EUNICE B. BLACKMON GIRGUIT

WILTERS & BRANTLEY

VOL 68 PAGE 278

JOHN DEERE INDUSTRE		)	
,	Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	, additionally	)	BALDWIN COUNTY, ALABAMA
		)	DADDWIN GOONII, RDRDRAIL
ALTO A. BRILL,	<b>7</b>	)	AT LAW.
	Defendant.	)	9492

The Plaintiff claims of the Defendant the sum of FOUR THOUSAND EIGHT HUNDRED THIRTY TWO AND 53/100 DOLLARS (\$4,832.53), together with interest thereon from the 30th day of June, 1970, at the rate of eight percent (8%) per annum, due and owing by the Defendant to the Plaintiff under the terms of a written contract entered into by and between the Defendant and North Florida Tractor Company, and assigned to the Plaintiff on November 23, 1968, a true and correct copy of which is attached hereto and incorporated herein by reference as if the same were specifically written herein.

Plaintiff alleges that under the terms of said contract, the Defendant agreed to purchase one (1) John Deere Crawler, Model #450, with attachments as set forth in said exhibit, at the agreed time price of \$13,932.74, which sum would be paid in installments on or before November 15, 1971.

Plaintiff further alleges that although the Plaintiff has complied with all of the terms of said agreement, the Defendant has failed and refused to comply with the terms of said agreement in that the said Defendant failed to make said installment payment due on November 15, 1969, and that Plaintiff, in accordance with the terms of said contract, declared the said balance due in the sum of \$4,832.53, together with interest thereon at the rate of 8% per annum from June 30, 1970.

Plaintiff further alleges that in and by the terms of said contract, Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff further claims a reasonable attorney's fee in the premises.

Attorney for Plaintiff.

The undersigned, as Attorney for the Plaintiff in this cause, acknowledges himself security for costs.

Connor Owens, Jr., Attorney for Plaintiff

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ALICE J. DUCK CLERK REGISTER

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		3. BALANCE OF CASH PRICE	11.69796
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	(We) acknowledge receipt of the GOODS and/or SERVICES		e. I (We) jointly and
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of the mount as the man between	a Security Interest in the GOODS described above (which term ditional security") and all parts and accessories now or hereaft	includes items, it any, listed	as security or du-
	addition, accession or replacement to secure the indebtedness	s evidenced by this note.	
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Seller's (Secural Party) Signature	Debtor Resigles/In: (County and Style) De	ebtor's Telephone No. Note da	ded and Signed (Date)
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tions hereunder or to any other indebtedness of This note shall be in default if I (we) shall fainstituted against me (us) proceedings under a GOODS, or if any attachment, execution, write security unsafe, and in any such event the he of collection by suit or otherwise, including references provided by law.  The GOODS are held by me (us) of my (our kind against SELLER directly with SELLER and is holder to enforce this instrument. Waiver or the hereby waive all exemption or homestead law (ilu) a fifancing statement (or statements). A carbon impression of my (our) signature's be ineffective and deemed deleted to the ext	if to pay any installment when due ny bankruptcy or insolvence low, in tor other prodess is levied against colled may immediately and without asonable attorney's feas. In the evil is a sonable attorney's feas, in the evil is and expense with no abatem of SELLER assigns this note I (we) will condonation of any breach or defense as to this obligation. I (We) and norder to perfect the security in hall be sufficient to dutheritizate.	to or if I (we) shall ditempt to sell take on a signment for the ber my of my (our) property, or if it notice declare the entire balancent of such default the holder me ant of such default the holder me not use any such claim as a dault shall not constitute a waiver thorize Secured Party or any asset to the property of the security	on the remittones and to his or encumber any interest in neith of creditors or fail to or any reason the holder of co of this note due and payable take possession of the Grount of loss or damage. I (Vefense, setoff or counterclar of any other or subseque ignee hereof to file (or to exhibited).	the GOODS, institute or trave pay any taxes levied by the fifth on the fifth on the taxes are traveled by taxes with all expenses CODS and exercise any other will settle all claims of any im against any effort by the ent breach or default. I (We) teache or my (our) behalf and erein or descriping such items.
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tooperative, club, society or similar organization libowever, it another debtor or debtors who signed left or unpermost as to all other signers of the Ne	. Furthermore, no debtor shall be a	in Eligible Debtor if the date of the the date of the Note, that debtor le be Eligible Debtor	he Note occurs on or after s ess than age 66 whose signatur	aich person's 66th birthday - 1
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TO: JOHN DEERE COMPANY THE TOP OUT OF	in turing of one in the comment of	Honpient	1074.5	
To induce you to accept this instrument I hereby a copy of it; that debtor's twenty-one years of age a such liens as you might have; that I have the fight to For value received thereby negotiate, sell and in between up to gether with the property covered it between up to be every act or thing necessary to coll or assigns the foregoing warranties are untrue to	varrant that: This instrument is genuin r fully emancipated; that title to this transfer the same; that there is no dransfer this instrument to you, your succeedy. This assignment is not an as ect and discharge the same.	e: that it was completed in full be instrument and to the property coverence, offset or counterclaim the cossors and assigns under the terms a signment of any of my obligations to upon demand and will pay therefor r	ered thereby is in me free of a reig.  and conditions of the applicable to the purchaser of the goods.  not less than the unnoid bulance	ny liens or encumbrances except Finance Agreement now in effect I authorize you, your successors
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## THE STATE OF ALABAMA BALDWIN COUNTY

)	Circuit Court, Baldwin County
}	No
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TO ANY SHERIFF OF THE STATE OF ALABAMA:

	- The A MANUAL ADDITION OF THE PARTY OF THE
You Are Hereby Commanded to Summon ALTO A. BRILL	
Robertsdale, Alaba	
	**
to appear and plead, answer or demur, within thirty days from the ser	rvice hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Min Alto A. Brill	ette against
by JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY, a co-	rporation
Witness my hand this 18th day of September	Plaintiff
	Clerk

No. 9492		Page	
THE STAT	E OF	ALAB	AMA
BALDW	VIN COU	NTY	
CIRC	UIT C	OURT	•
JOHN DEERE	INDUS	TRIAL	EQUIP-
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	***************************************		Plaintiffs
	vs.		
ALTO A. BR	ILL	••••	
:		D	efendants
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(LLLES)	<u> </u>	L Lees	Clerk
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J. CONNOR ( "Bay" Mînette	DWENS,	JR.,	

Robertsdale, Alabama Recieved In Office Sept 18 1970. Daylov Wilkins Sheriff I have executed this summons by leaving a copy with alto a Bull Jen Cons per mile Foral 4 .... le Oble. rinting Co. - Bay Minette, Ala.

Defendant lives at

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Defendant's Attorney