

DEAS TIRE COMPANY,
INC., a corporation,

Plaintiff,

vs.


JAMES FENDLEY,

Defendant.

: IN THE CIRCUIT COURT OF
:"
: BALDWIN COUNTY, ALABAMA
:
:
: AT LAW
:
:
:
: Case No. 9969

Plaintiff claims of the Defendant SIX HUNDRED THIRTY-SIX
AND 90/100 (\$636.90) DOLLARS due from him by account, on
to-wit: the 27th day of May, 1969, which sum of money with the
interest thereon is still unpaid.

An itemized statement of the account sued on, verified
by the affidavit of a competent witness, is attached hereto as
Exhibit "A" and made a part hereof.


H. HAYDEN RECTOR
Attorney for Plaintiff

Defendant may be served:

Route 1, Box 189
Daphne, Alabama

FILED

AUG 3 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA

COUNTY OF MOBILE

Before me June S. Byrd, a Notary Public in and
for said County and State personally appeared R.E. HARVEY
who by me being first duly sworn in due form of law, doth depose and
say that he is CREDIT MANAGER of Deas Tire Company; that
the annexed account against James Fendley

is correct; that within the knowledge of affiant, the charges were made
in the said books at or about the time of their respective dates, and the
account is just and true as stated, that the plaintiff holds no security
for said indebtedness, or any part thereof, that the whole sum of

Six Hundred Thirty-Six Dollars and ninety cents

with interest thereon from the 27th day of May, 19 69

is now due, owing and still unpaid.

Blumay

Subscribed and sworn to before me this 27th day of July,
1976.

June S. Byrd
Notary Public, Mobile County, Alabama
State at Large



STATEMENT

TIRES - BATTERIES

DEAS TIRE COMPANY, INC.

2001 GOVERNMENT BLVD.

PHONE 471-1571

MOBILE, ALABAMA 36608

RECAPPING - ALIGNMENT - BRAKE SERVICE

MICHELIN - X TIRES

JAMES FENDLEY
ROUTE 1, BOX 189
DAFNE, ALABAMA

in and

TEAR OFF AND RETURN STUB WITH YOUR CHECK. CANCELLED CHECK IS YOUR RECEIPT. \$ _____

PLEASE RETAIN LOWER PART FOR YOUR FILES.

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
BALANCE FORWARDED				
27 69	1 3.2 0		2 0 0.0 0	2 0 0.0 0 < S
28 69	3 8.3 8	5 8 3.5 2		3 8 3.5 2 < S
APR 07 69	4 0.4 3	9 5 5.4 0		1,3 3 0.9 2 < S
APR 18 69	14.0 5		3 8 3.5 2	9 5 5.4 0 < S
MAY 27 69	1 5.7 7		3 1 8.5 0	6 3 6.9 0 < S

ALL INVOICES DUE AND PAYABLE ON 10th OF MONTH FOLLOWING PURCHASE.

PLEASE PAY
LAST AMOUNT**DEAS TIRE COMPANY**

MOBILE, ALABAMA 36608

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 9969

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon JAMES FENDLEY

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

JAMES FENDLEY, Defendant

by DEAS TIRE COMPANY, INC., A CORPORATION

Plaintiff

Witness my hand this 3rd day of August 1971

Ernie B. Blackmon Clerk

Ex 8-6-71

No. 9969

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

DEAS TIRE COMPANY, INC., A CORP.

Plaintiffs

vs.

JAMES FENDLEY

Pl. 1 Bv 189 (Wilkin)
Daphne (Hight) 2nd Defendants
CMT-31865

SUMMONS AND COMPLAINT

Filed Aug. 3, 1971

Eunice B. Blackmon Clerk

AUG 04 1971

TAYLOR WILKINS
SHERIFF

H. Hayden Rector
Suite 324 International Trade Center

Mobility, Ala. 36602
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Daphne, Ala

Received In Office

August 4 1971

Sheriff

I have executed this summons

this 6th day of Aug. 1971
by leaving a copy with

James Fendley

Sheriff claims 44 miles at

Ten Cents per mile Total \$ 4.40

TAYLOR WILKINS Sheriff

BY Fred Seibert
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Fred Seibert Deputy Sheriff

Sp. Fort

DEAS TIRE COMPANY
INC., a corporation,

Plaintiff,

vs.

JAMES FENDLEY,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


AT LAW CASE NO. 9969

PLEA

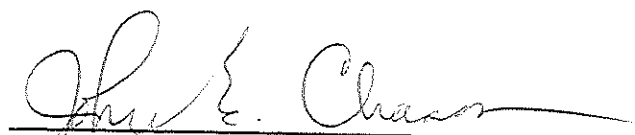
Comes now the Defendant in the above styled cause, by and through his attorneys of record, and for plea to the Complaint heretofore filed against him in said cause, says separately and severally as follows:

1. The allegations of the Complaint are untrue.

Respectfully submitted,

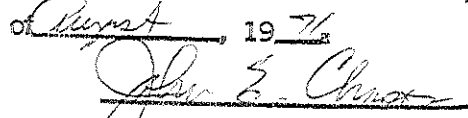

Attorneys for Defendant

Defendant respectfully demands
trial of this cause by jury.


Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 16 day of August, 19 76.


Attorneys for Defendant

FILED

AUG 16 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

DEAS TIRE COMPANY
INC., a corporation,

Plaintiff,

VS.

JAMES FENDLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 9969

AMENDED PLEAS

Comes now the Defendant in the above styled cause, by and through his Attorney of Record, and amends the plea heretofore filed by him in this case by adding the following pleas:

2. The Defendant claims of the Plaintiff, by way of set-off, the sum of One Thousand (\$1,000.00) Dollars, damages for a breach of warranty in the sale of five (5) tires by it to the Plaintiff on, to-wit: the 7th day of April, 1969, which the Defendant warranted to be new tires and of sound construction and quality when in fact the said five (5) tires failed under normal useage and conditions within Ninety (90) days from the date they were purchased.

3. That the Plaintiff is a merchant within purview of Section 2-104 (1) of the Uniform Commercial Code, with respect to goods of the kind involved in the transaction herein referred to; that on, to-wit: the 7th day of April, 1969, the Defendant bought from the Plaintiff eight (8) new Michelin truck tires at and for the sum of Nine Hundred Fifty-five and 40/100 (\$955.40) Dollars which the Plaintiff sold to the Defendant under an implied warranty that the same were merchantable; that the aforesaid goods were not merchantable as warranted but rather were unmerchantable; that as a result of the breach of said implied warranty Plaintiff has been damaged in the sum of One Thousand (\$1,000.00) Dollars representing the difference between the value they had and the value they should have had, together with expenses and consequential damages. Hence, the Defendant claims the amount of One Thousand (\$1,000.00) Dollars as said set off against the Defendant's claim.

CERTIFICATE OF SERVICE

Respectfully submitted,

I hereby certify that I have this day served the above and foregoing pleading upon counsel for the opposing party by mailing a copy thereof to him, postage prepaid and properly addressed to this office in FAIRHOPE, Alabama.

FILED
EE Ball 6 1972
Attorney for Defendant

This 6 day of OCT 19 72

EE Ball

VOL

70 PAGE 183

EUNICE B. BLACKMON
CIRCUIT CLERK

DEAS TIRE COMPANY
INC., a corporation,

Plaintiff,

VS.

JAMES FENDLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 9969

AMENDMENT TO PLEAS

Comes now the Defendant in the above styled cause, by and through his Attorney of Record, and amends plea numbered "3" heretofore filed by him in this cause by deleting from the last line thereof the word "Defendant's" and substituting therefore the word "Plaintiff's".

Respectfully submitted,

EE Ball

Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the above and foregoing pleading upon counsel for the opposing party by mailing a copy thereof to him, postage prepaid and properly addressed to his office in FAIRHOPE, Alabama.

This 11 day of OCT 19 72
EE Ball

FILED

OCT 12 1972

EUNICE B. BLACKMON CIRCUIT
CLERK