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STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon PERRY MATER 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 EMMETT GULLEDGE.

Witness my hand this the 3rd day of June, 1954.

Alice A. Brock
CLERK

EMMETT GULLEDGE,

Plaintiff

vs.

PERRY MATER

Defendant.

X
X
X
X
X

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA

AT LAW

NO. _____

The Plaintiff claims of the Defendant, FOUR HUNDRED DOLLARS (\$400.00) due from him for money loaned by the Plaintiff to the Defendant on the 6th day of May 1952, which said sum of money with the interest thereon is still due and unpaid.

FILED
6-3-54

ALICE A. BROCK, Clerk

James A. Hendrix
Attorney for the Plaintiff

EMMETT GULLEDGE,
Plaintiff,
VS.
PERRY MADER,
Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW

NO. _____

PLEA

Comes the defendant in the above styled cause and for plea to the complaint heretofore filed in said cause, and to each and every count thereof, separately and severally, says:

1. The allegations of the complaint are untrue.

2. For further plea to the complaint, and to each and every count thereof, separately and severally, the defendant says that the plaintiff was indebted to the defendant in the sum of Six Hundred (\$600.00) Dollars for a shark repellent, to be used on plaintiff's shrimp boat, ordered by the plaintiff from the defendant on, to-wit: the 6th day of May, 1952, and delivery of which, although often offered by the defendant, has been refused by the plaintiff, and which amount is now due and unpaid and which defendant hereby offers to set off against the demand of the plaintiff, and he claims judgment for the excess.

3. Comes the defendant, PERRY MADER, and, without in any way confessing the plaintiff's claim or demand, as a defense to the action of the plaintiff, says: That at the time the said action was commenced, the plaintiff was indebted to the defendant in the sum of Six Hundred (\$600.00) Dollars, for this: That on, to-wit: the 6th day of May, 1952, the plaintiff ordered from the defendant ~~cer-~~ shark repellent to be used on plaintiff's shrimp boat at an agreed price of Six Hundred (\$600.00) Dollars, of which the plaintiff paid Four Hundred (\$400.00) Dollars in cash at the time; and defendant avers that the Four Hundred (\$400.00) Dollars sued for by the plaintiff in this suit is the same Four Hundred (\$400.00) Dollars mentioned herein; defendant further avers that he did prepare the shark repellent for the plaintiff, and that, although often requested by the defendant to do so, the plaintiff has refused to take delivery of said shark repellent; for all of which plaintiff is indebted to the defendant in the amount of \$600.00 which the defendant hereby offers to set off

Page two.

against the demand of the plaintiff, and he claims judgment for the excess.

Isaac H. Madlberg, Jr.
Attorney for the Defendant.

Defendant respectfully requests that this cause be tried by a jury.

FILED
6-9-54

Isaac H. Madlberg, Jr.
Attorney for the Defendant.

ALICE J. DUCK, Clerk

RECEIVED
JUN 10 1954
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK