

2467

BOOK

003

PAGE

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Ruffles Co. Inc. A Corp.

Plaintiff

Vs

Hubert J. Pearson

Defendant

X

X

X

X

X

In the Circuit Court of

Baldwin County, Alabama

At Law, No. 2467

4.

The Defendant for further answer to the complaint saith that the conditional sales contract upon which the action was founded was not executed by him or by anyone authorized to bind him in the premises; and he makes oath that he believes this plea to be true.

Paul F. Brantley
Attorney for the Defendant.

Subscribed and sworn to before me on this the 16th day of March 1955.

James L. Brantley
Notary Public, Baldwin county, Alabama

I, Albert M. Brantley, one of the attorneys for Ruffles Co. Inc., a corp. here by accept service of a copy of this plea. This the 16th day of March 1955

FILED

3-15-55

ALICE J. GUCK, Clerk

Albert M. Brantley

RUFFLES CO., INC.,
A CORPORATION,

PLAINTIFF

VS

HUBERT J. PEARSON

DEFENDANT

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 2467

Comes now the Plaintiff in the above styled cause and demurs to the Defendant's Plea No. 4 and as grounds therefor says:

1.

The Plea is no defense to this suit.

2.

The Plea states facts in an in positive terms, but the affidavit of the attorney is based on his belief of facts; hence it is insufficient.

FILED

3-17-55

ALICE J. BUCK, Clerk

Wilters & Brantley

By:

Volker M Brantley
Attorney for the Plaintiff

RUFFLES COMPANY, INC.,
A CORPORATION,

PLAINTIFF

VS

HUBERT J. PIERSON

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 2467

Comes now the Plaintiff in the above styled cause and files the following demurrers to the Defendant's Pleas:

1.

Pleas No. 2 and No. 4 are immaterial.

2.

Pleas No. 2 and No. 4 are no defense to this suit.

FILED

Jan. 8, 1955

ALICE J. DUCK, Clerk

Walters & Brantley

BY:

Robert M Brantley
Attorney for Plaintiff

MERCHANDISE CONTRACT
RUFFLES COMPANY, Inc.
FAIRHOPE — FOLEY

"OVER 25 YEARS CONTINUOUS SERVICE IN BALDWIN COUNTY"

FAIRHOPE
Dial—2151
Emergency—4172

FOLEY
Dial—86
Emergency—196 B

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Plaintiff's Exhibit "A"

BOX NUMBER _____ R. F. D. ROUTE No. _____

SOLD TO Hubert J. Pearson STREET NUMBER _____ STREET _____

STATE: _____ COUNTY: _____

CITY OF Spanish Fort Install at _____

On Hiway 31 just before Monty's turn left at church Miles North East South West from _____

3/10 mi. white house tonight

Nearest Neighbor _____ Telephone _____ Terms \$ _____ Cash _____

Installments at _____ each, starting _____

Date of Order 10/2/51 Delivery Desired on Asap Salesman B/R.

QUAN.	STOCK No.	MAKE	DESCRIPTION	INSTALL IN	UNIT	AMOUNT
1	used		Butane Tank 250 Gal.			60 00
1	CHO		Thermolair			3 5 00
						5 5 00
					Tax	2 85
			Installation of tank-range and dig up and move used tank			12 0 00
						\$21 7. 85
			P.H.A.			
			Nothing down - \$6.94 36 months			
1	used range					50.00
	tax					1.50
						51.50
			Carrying charges			6.50
						\$58.00
			Carry out books \$58.00 ÷ 12 months			
			11 X 5.00			
			1 X 3.00			
			1st payment 11/1			

FILED

Dec 8, 1951

ALICE J. BUCK, Clerk

PURCHASER'S SIGNATURE Hubert J. Pearson

Title to the aforesaid property to remain in the "Seller" until the purchase price is paid in full. This contract is subject to the approval of the Credit Department of the "Seller", and to the conditions on the back hereof which are hereby agreed to.

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon HUBERT J. PEARSON 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 RUFFLES COMPANY, INC., a corporation.

WITNESS my hand, this 8 day of Dec, 1951.

Beise L-1000
Clerk

RUFFLES COMPANY, INC.,
A corporation,

PLAINTIFF

55

ROBERT J. PEARSON

DEFINITIONS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN REPLY

11

The Plaintiff claims of the Defendant TWO HUNDRED SEVENTY-FIVE and 85/100 (\$275.85) DOLLARS DUE from him for merchandise, goods, and chattels sold by the Plaintiff to the Defendant on to-wit, 2nd day of October, 1954, and for work and labor done for the Defendant by the Plaintiff on to-wit, the 2nd day of October, 1954, at his request, which sum of money with interest thereon is still unpaid.

2.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED SEVENTY FIVE and 85/100 (\$275.85) DOLLARS with interest thereon from the second day of October, 1954, for that on said date the Defendant entered into a contract with the Plaintiff for the purchase and installation of certain merchandise; a copy of this contract is attached hereto and marked Plaintiff's EXHIBIT "A" and by reference is made as much a part of this count as if herein fully set out. Plaintiff avers that it has delivered and installed the merchandise named in the contract; that it has fully performed all of its obligations under the terms of this said contract. The Plaintiff further avers that the Defendant has failed to carry out his obligations

under the terms of this contract in that he has failed to pay the installments provided for therein, when due. The Plaintiff, exercising its rights under the terms of the aforesaid contract, hereby declare the entire purchase price due for breach of the aforesaid covenant by the Defendant, hence this suit.

Walters & Brantley

BY: Albert M Brantley
Attorney for the Plaintiff

The Plaintiff demands a trial by jury.

Walters & Brantley

BY: Albert M Brantley
Attorney for the Plaintiff

FILED

Dec. 8, 1954

ALICE I. SUECK, Clerk