

THE AMERICAN SLICING MACHINE
COMPANY, a Corporation,

PLAINTIFF

VS

MRS. M. J. THOMPSON

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

NUMBER _____.

1.

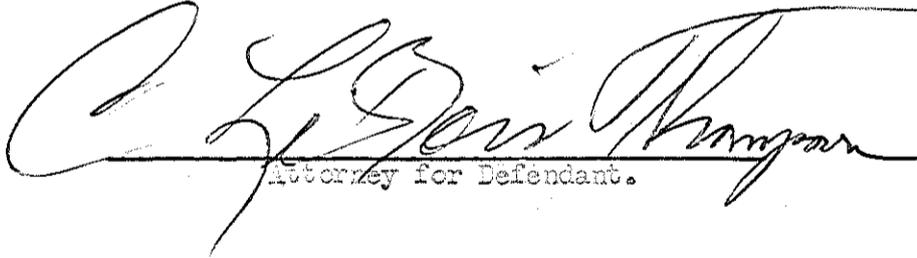
Comes the Defendant in the above styled cause and for answer to Count One of said complaint, she denies the allegations alleged therein.

2.

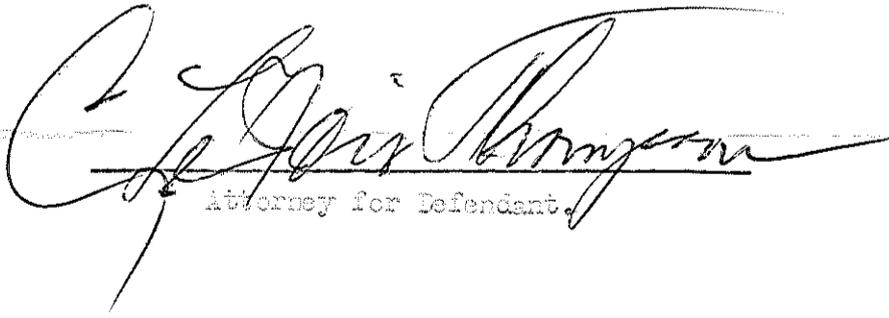
As to Count two of said complaint she denies the allegations alleged therein.

3.

Defendant for further answer says that the said corporation is not qualified to do business in the State of Alabama as required in Title 10 Section 192 of the Code of Alabama of 1940 as amended, and attaches and makes a part of this answer the certificate of the Secretary of State for the State of Alabama showing said corporation is not licensed to do business in the State of Alabama.


Attorney for Defendant.

Defendant demands trial by jury.


Attorney for Defendant.



The State of Alabama

DEPARTMENT OF STATE

I, MARY TEXAS HURT, Secretary of State, of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that The American Slicing Machine Company, Chicago, Illinois, has not qualified with this office as a corporation for the purpose of doing business in the State of Alabama.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, this EIGHTH day of JULY One Thousand Nine Hundred and FIFTY-FIVE.

Mary Texas Hurt
SECRETARY OF STATE

THE AMERICAN SLICING MACHINE
COMPANY, a Corporation

PLAINTIFF

VS

MRS. M. J. THOMPSON

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

NUMBER 2646

~~Comes the Defendant by special plea in addition to the pleading~~
already filed herein shows unto this Honorable Court that:

1.

Defendant for further answer says that the said corporation is not qualified to do business in the State of Alabama as required in Title 10 Section 192 of the Code of Alabama of 1940 as amended, and attaches and makes a part of this answer the certificate of the Secretary of State for the State of Alabama showing said corporation is not licensed to do business in the State of Alabama.

Mrs. M. J. Thompson
Defendant.

Sworn to and subscribed before me this 2 day of March, 1956.

Frank P. Probst
Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA
COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon MRS. M.J. THOMPSON to appear and plead, answer or demur within thirty days from the service of this Complaint of the AMERICAN SLICING COMPANY, a Corporation against MRS. M.J. THOMPSON.

Witness my hand this the 29 day of June, 1955.

W. J. ...
CLERK

THE AMERICAN SLICING MACHINE COMPANY, a Corporation,	(IN THE CIRCUIT COURT
)	
	(OF
PLAINTIFF)	
	(BALDWIN COUNTY, ALABAMA
-vs-)	
	(LAW SIDE
MRS. M. J. THOMPSON,)	
	(Number _____
DEFENDANT)	

.....
I

Plaintiff claims of Defendant the sum of \$146.27 as balance due on a contract between Plaintiff and Defendant made on March 13, 1952, in words and figures as follows:

ORDER
Date March 13, 1952
AMERICAN SLICING MACHINE COMPANY
520 North Michigan Ave., Chicago 11, Ill.

Gentlemen;

Please enter order for one American electric slicing machine Model No. 111 Freight Prepaid

Price of Machine equipped with standard A.C., 110 volt, 60 cycle, 1 phase motor	\$209.00
tax	6.27
	<u>\$215.27</u>
cash	19.00
Total Balance	<u>\$196.27</u>

NO VERBAL AGREEMENT CAN CHANGE OR MODIFY THE CONDITIONS OF THIS CONTRACT, AND THE UNDERSIGNED STATES THAT THERE IS NO VERBAL OR WRITTEN UNDERSTANDING OR AGREEMENT DIFFERENT FROM OR OTHER THAN THE PRINTED CONDITIONS OF THIS CONTRACT.

This order shall not be countermanded.
~~This machine is not purchased subject to trial.~~

Signed MRS. M.J. THOMPSON

Trade Name (if any) Homestead Cafe

Shipping St. and No. Box 77

Address City Perdido, Alabama

Machine No. 1154455

Print Cust. Name Mrs. M. J. THOMPSON

Distributor Alton Brent

GUARANTY

The American Slicing Machine Company guarantees the machine or machines shipped by virtue of this order to be constructed of good material and free from defective workmanship. This guaranty holds for one year from date on which delivery or shipment is made. Any repairs made without seller's authority to be at the expense of the buyer.

AMERICAN SLICING MACHINE CO.,

By W.B. WOLFF, President

The American Slicing Machine Company also agrees, upon receiving written notice to that effect, made by the party whose name is signed to the within order at the time the order is given and not otherwise, that it will permit payment of the purchase price to be made in the following manner.

\$19.00 cash accompanying said notice; time balance of \$196.27 to be paid in 19 monthly installments of \$10.00 each, and one final installment of \$6.27, the first installment being payable 30 days after date of this agreement.

NO FINANCE OR CARRYING CHARGES.

The said machine shall be the property of the American Slicing Machine Company until fully paid for by the undersigned.

All payments in arrears shall bear interest at highest lawful interest rate.

The purchaser agrees to keep said machine solely as the property of the vendor at the purchaser's address above set out, and agrees that he will not remove same therefrom nor sell, pledge, dispose of, or in any way part with the possession of said machine until aforesaid purchase price, together with interest, penalties and any other payments due hereunder, have been paid in full.

A default in making a payment of any monthly installment when due and payable and the American Slicing Machine Company may, at its option, take possession of the machine, or machines, and retain all money theretofore received in part payment as its liquidated damages; and in event this contract is placed with an attorney for collection vendee agrees to pay 18% upon the amount involved, or a percentage upon the balance remaining unpaid on this contract in case the property is repossessed.

The undersigned hereby gives notice of making payment, in accordance with the above terms.

Signed MRS. M.J. THOMPSON

Home Address Perdido, Ala.

Box 77

and the Defendant having defaulted on the said contract on June 13, 1953 the whole amount then due became due and payable, hence this suit.

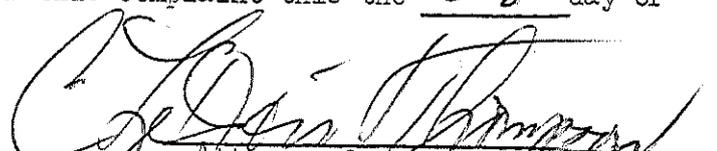
And Plaintiff further claims a reasonable attorney's fee as provided by the terms of the said contract and interest as provided.

II

Plaintiff claims of the Defendant the sum of \$146.27 as balance due on a promissory note for \$209.00 made by her on the 15th day of March, 1952 and payable at the rate of \$19.00 on March 13th and \$10.00 per month for 19 months thereafter with interest thereon, together with a reasonable attorney's fee.


Attorney for the Plaintiff

I hereby acknowledge service of this complaint this the 30 day of June, 1955.


Attorney for the Defendant

THE AMERICAN SLICING MACHINE
COMPANY, a Corporation
Plaintiff

VS

MRS. M. J. THOMPSON,
Defendant

IN THE CIRCUIT COURT
OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER _____

Comes now the Plaintiff in the above styled cause and demurr to the answers of the Defendant, seperately and severally, and assigns the following grounds, seperately and severally.

1. The answer does not state a defense to the Complaint.
2. Defendant's answer does not state any defense known to law.
3. For aught that appears, the contract is an executed contract and is therefore enforceable.
4. For aught that appears the contract was not made in the State of Alabama.
5. For aught that appears, the contract was made in inter-state commerce.
6. For aught that appears, the Plaintiff has complied with the Statute cited by subsequent compliance.

W. S. Hays

Service accepted

C. L. Davis

3/7/54