

AMENDED COMPLAINT

S. W. JACOBS

PLAINTIFF

VS

SAMUEL MOORE, JR.

DEFENDANT

IN THE CIRCUIT COURT OF

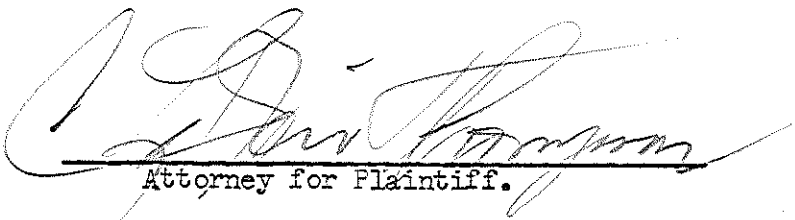
BALDWIN COUNTY, ALABAMA

AT LAW.

CASE NO. 2799

1.

The Plaintiff claims of the Defendant the sum of Four Hundred Eighty (\$480.00) Dollars with the interest thereon as the balance due by certain note executed March 5, 1955 and payable beginning March 20th 1955 in fifteen monthly installments of Thirty-two (\$32.00) Dollars each to the Baldwin County Bank or order said note being for Four Hundred Eighty (\$480.00) Dollars signed by Samuel Moore Jr., and indorsed by S. W. Jacobs. Plaintiff avers that the Defendant was the maker on said note and Plaintiff an indorser thereon said indorsement being made at the time of making of the note in order to lend his credit thereto and that Plaintiff has paid said note in full and the Defendant has paid nothing thereon and has declined payment on said note and that said Plaintiff is the holder and owner of said note.

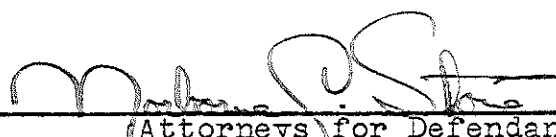

Attorney for Plaintiff.

S. W. JACOBS,	¶	
Plaintiff,	¶	IN THE CIRCUIT COURT OF
vs.	¶	BALDWIN COUNTY, ALABAMA
SAMUEL MOORE, JR.,	¶	AT LAW.
Defendant.	¶	

Comes now the Defendant in the above styled cause by his attorneys and demurs to the Complaint heretofore filed against him and to each count thereof, separately and severally, and assigns the following separate and several grounds in support thereof:

1. The Complaint fails to state a cause of action.
2. For aught that appears from the Complaint, the Plaintiff is now the owner of the note therein sued on.
3. For aught that appears from the Complaint, the note sued on is not due and payable.
4. It affirmatively appears from the Complaint that the Defendant was not a party to any contract between himself and the Plaintiff or the Plaintiff and the Baldwin County Bank.
5. For aught that appears from the Complaint, the Defendant did not request the Plaintiff to endorse the note therein sued on.
6. The Complaint is vague, indefinite and uncertain.
7. The Complaint fails to allege what a reasonable attorney's fee will be as provided in the said note.

CHASON & STONE

By: 
(Attorneys) for Defendant.

S. W. JACOBS

PLAINTIFF

VS

SAMUEL MOORE, JR.

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

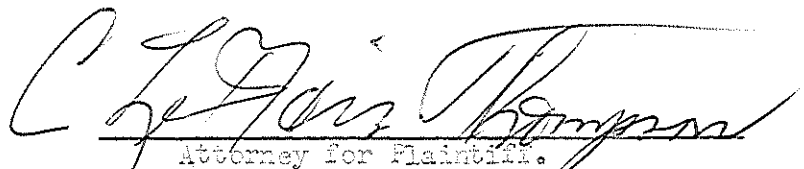
CASE NO. _____

1.

The Plaintiff claims of the defendant the sum of Four Hundred Forty-eight (\$448.00) Dollars due on a note drawn by the defendant on the 20th day of March, 1955, payable to the Baldwin County Bank at Bay Minette, Alabama, said note being endorsed by the plaintiff herein and the said note not being paid at maturity by the said Samuel Moore, Jr., was charged to the account of Plaintiff, S. W. Jacobs, by the said Baldwin County Bank, whereas said note with interest thereon is still unpaid.

2.

The Plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.


Attorney for Plaintiff.

S. W. JACOBS,

Plaintiff,

vs.

SAMUEL MOORE, JR.,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

PLEAS:

Comes now the Defendant in the above styled cause, by his attorneys, and for answer to the amended complaint heretofore filed against him, pleads, separately and severally as follows:

1. The allegations of the complaint are untrue.
2. He has paid the debt for the recovery of which this suit was brought before the action was commenced.

CHASON & STONE

By:


Attorneys for Defendant

AMENDED

S. W. JACOBS

PLAINTIFF

VS

SAMUEL MOORE, JR.

DEFENDANT

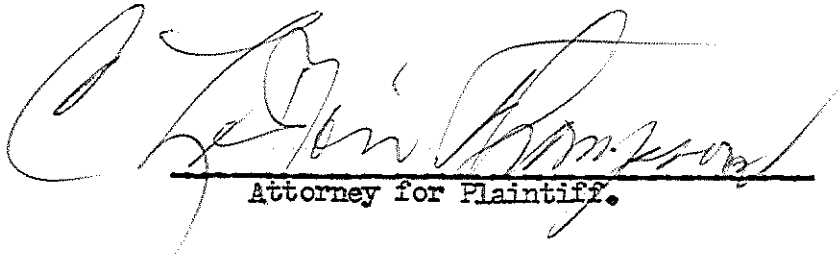
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

Plaintiff claims of the Defendant, Samuel Moore Jr., the sum of Four Hundred Eighty (\$480.00) Dollars with the interest thereon due by that certain note executed March 5, 1955 and payable beginning March 20, 1955 in fifteen monthly installments of Thirty-two (\$32.00) Dollars each to the Baldwin County Bank or order said note being for Four Hundred Eighty (\$480.00) Dollars signed by Samuel Moore Jr., and endorsed by S. W. Jacobs. Plaintiff avers that the Defendant executed said note, and Plaintiff was an endorser thereon, said endorsement being made at the time of making of the note in order to lend Plaintiff's credit thereto and that the said fifteen payments on said note being due and unpaid and the Defendant has paid nothing thereon and has declined payment on said note and Plaintiff has paid said note in full and that said note has been duly transferred to said Plaintiff, and that the said Plaintiff is the holder and owner of said note.


Attorney for Plaintiff.

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Samuel Moore, Jr.

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 _____

Samuel Moore Jr.

_____, Defendant____

by S. W. Jacobs

_____, Plaintiff____

Witness my hand this

2nd

day of

May

1956.

David J. Moore, Clerk

S. W. JACOBS

PLAINTIFF

VS

SAMUEL MOORE, JR.

DEFENDANT


IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

Plaintiff claims of the Defendant, Samuel Moore Jr., the sum of Four Hundred Sixteen (\$416.00) Dollars with the interest thereon due by that certain note executed March 5, 1955 and payable beginning March 20, 1955 in fifteen monthly installments of Thirty-two (\$32.00) Dollars each to the Baldwin County Bank or order said note being for Four Hundred Eighty (\$480.00) Dollars signed by Samuel Moore Jr., and endorsed by S. W. Jacobs. Plaintiff avers that the Defendant executed said note, and Plaintiff also an endorser thereon, said endorsement being made at the time of making of the note in order to lend Plaintiff's credit thereto and that the said thirteen of said payments on note being due and unpaid and the Defendant has paid nothing thereon and has declined payment on said note and Plaintiff has paid said note in full and that the said Plaintiff is the holder and owner of said note.


Attorney for Plaintiff.

S. W. JACOBS

PLAINTIFF

VS

SAMUEL MOORE, JR.,

DEFENDANT

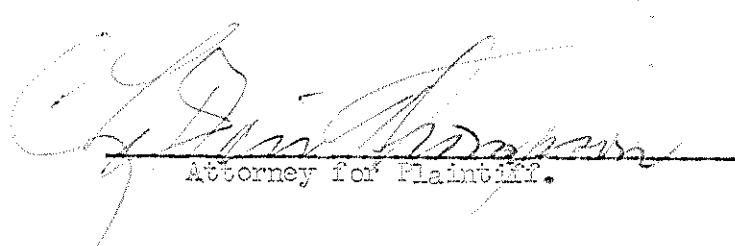
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 2799

Comes the Plaintiff in the above styled cause and moves this
Honorable Court for a non-suit in said cause.


Attorney for Plaintiff.

S. W. JACOBS,

Plaintiff,

vs.

SAMUEL MOORE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

DEMURRER:

Comes now the Defendant in the above styled cause, by his attorneys, and demurs to the amended Complaint heretofore filed in said cause and assigns the following separate and several grounds in support thereof:

1. The amended Complaint fails to state a cause of action.
2. For aught that appears from the amended Complaint the alleged note has not been assigned to the Plaintiff.
3. For aught that appears from the amended Complaint the Plaintiff is not the owner of the indebtedness evidenced by the alleged note.
4. The allegation of the amended complaint that "said indorsement being made at the time of making of the note in order to lend his credit thereto" is a conclusion of the pleader.
5. For aught that appears from the amended Complaint the Defendant has paid the amount of said note to the original payee.
6. For aught that appears from the amended Complaint the Plaintiff was under no obligation to pay said note to the original payee.
7. For aught that appears from the amended Complaint said note is not due and payable.
8. No facts are alleged in the amended Complaint to show that the Plaintiff is the owner and holder of said note and entitled to sue thereon.
9. The allegation of the amended Complaint that the Plaintiff "is the holder and owner of said note" is a conclusion of the pleader and no facts are alleged to support such conclusion.

Respectfully submitted,

CHASON & STONE

By: 