

CARL GRANT TRACTOR COMPANY,
INC., a corporation,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Comes the Defendant in the above styled cause and for
plea to the complaint filed in said cause says:

1. That the allegations of the complaint are untrue.


Attorneys for the Defendant

AMENDED

CARL GRANT TRACTOR COMPANY,
INC., a corporation

PLAINTIFF

VS

C. M. NORTHCUTT

DEFENDANT

IN THE CIRCUIT COURT OF

BAIDWIN COUNTY, ALABAMA

AT LAW.

1.

The Plaintiff claims of the Defendant Eight Hundred Ninety-Five & 40/100 (\$895.40) Dollars balance due by promissory note made by him on the 15th day of October, 1954 and payable on the 15th day of May, 1955, with interest thereon.

2.

Plaintiff avers that under and by the terms of the promissory note sued on in Count One, hereof, the Defendant waived all right to exemptions under the Constitution and Laws of Alabama, both as to personal property and as to real property and homestead exemptions.

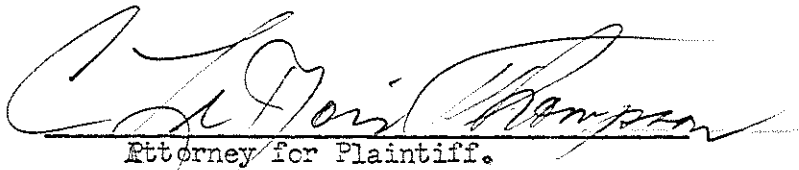
3.

Plaintiff further avers that under and by the terms of the promissory note sued on in Count One, hereof, the Defendant agreed to pay all costs of collecting the same, including a reasonable attorney's fee, and Plaintiff claims of the Defendant the sum of One Hundred Twenty-five & no/100 (\$125.00) Dollars as a reasonable attorney fee.

FILED

MAY 4 1956

ALICE J. DUCK, Clerk


Attorney for Plaintiff.

CARL GRANT TRACTOR COMPANY,
INC., a Corporation,

Plaintiff,

vs.

C. M. NORTHCUTT,

Defendant.

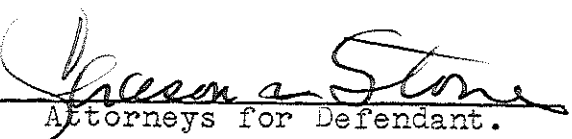
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

Comes the Defendant in the above styled cause and demurs to the Complaint filed in said cause and each and every count thereof, separately and severally, and assigns the following separate and several grounds, viz:

1. That said Complaint does not state a cause of action.
2. That the allegation in Count One of said Complaint, that the note was drawn by the Defendant, is not an allegation that such note was made by him.
3. That there is no allegation in Count One of the Complaint that the note was made or executed by the Defendant.
4. That Count One does not state the due date of such note.
5. That Count One of said Complaint does not state the date on which the note is payable.


Attorneys for Defendant.

Defendant demands a trial
of this cause by jury.


Attorneys for Defendant.

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon C. M. NORTHCUTT, 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 Carl Grant Tractor Company, Inc., a corporation.

Witness my hand this the 21 day of Jan, 1956.

Amos J. Smith
Register.

CARL GRANT TRACTOR COMPANY,
INC., a corporation

PLAINTIFF

VS

C. M. NORTHCUTT

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

1.

The Plaintiff claims of the Defendant the sum of Eight Hundred Ninety-Five & 40/100 (\$895.40) Dollars due on a note drawn by the Defendant on the 15th day of October 1954 payable to the Carl Grant Tractor Company, Inc., at its office in Robertsedale, Alabama which note was originally in the amount of One Thousand One Hundred Twenty-three & 04/100 (\$1123.04) Dollars and the unpaid balance in the amount of Eight Hundred Ninety-Five & 40/100 (\$895.40) Dollars not being paid at maturity on May 15, 1955 by the said C. M. Northcutt, with interest thereon is still unpaid.

2.

Plaintiff avers that under and by the terms of the promissory note sued on in County One, hereof, the Defendant waived all right to exemptions under the Constitution and Laws of Alabama, both as to personal property and as to real property and homestead exemptions.

3.

Plaintiff further avers that under and by the terms of the promissory note sued on in Count One, hereof, the Defendant agreed to pay all costs of collecting the same, including a reasonable attorney's fee, and Plaintiff claims of the Defendant the sum of One Hundred Twenty-five & no/100 (\$125.00) Dollars as a reasonable attorney fee.

C. B. Smith
Attorney for Plaintiff.

2836

RECORDED

Received 21 day of Jan 1956
and on 24 day of Jan 1956
I served a copy of this within Sum
C. M. Northcutt
by service on _____

CARL GRANT TRACTOR COMPANY,
INC., a corporation

PLAINTIFF

VS

C. M. NORTH CUTT

DEFENDANT.

TAYLOR WILKINS, Sheriff

By Bligh Steadham D. S.

Robertsdale, Ala.

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY Steadham
DEPUTY SHERIFF

From the law offices of:
C. LeNoir Thompson
Attorney-At-Law
Bay Minette, Alabama

FILED

JAN 21 1956

ALICE A. BAKER, clerk