

COSBY-HODGES MILLING COMPANY,
a corporation,

Plaintiff,

vs.

R. R. RIGGINS,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

AMENDED PLEAS

Comes now the Defendant in the above styled cause by his attorneys and amends the plea heretofore filed in this cause so that the same shall read as follows:

Comes now the Defendant in the above styled cause by his attorneys and for answer to the complaint heretofore filed against him and to each count thereof, separately and severally, pleads, separately and severally, the following:

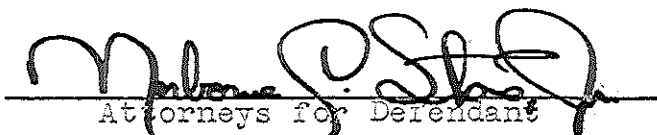
1. The allegations of the Complaint are untrue.

2. That at the time this action was commenced the Plaintiff was indebted to the Defendant in the sum of Nine Hundred and No/100 Dollars (\$900.00) in this: That on, to-wit, the 28th day of December, 1955, the Defendant and the Plaintiff entered into a contract and agreement whereby the Plaintiff was to furnish to the Defendant six thousand baby chickens and all of the necessary feed, medicine and other supplies necessary to care and maintain said chickens until they reached the age of nine weeks at which time they were to be sold under the direction and supervision of the Plaintiff as broilers. That in consideration of the promise of the Plaintiff to furnish said chickens and supplies the Defendant agreed to raise and properly maintain and care for the same for the said nine week period. It was mutually agreed that from the proceeds of the sale of said chickens at the end of said nine week period that there would first be deducted and paid to the Plaintiff all of its expenses in the furnishing of the supplies aforesaid and that the balance would be paid to the Defendant. And the Defendant further alleges that the Plaintiff did furnish the chickens and supplies aforesaid and that the same were delivered to the Defendant on the 28th day of December, 1955, in ac-

cordance with the agreement aforesaid and with the express understanding that they would be sold nine weeks from the date of said delivery. That the Defendant raised and properly cared for and maintained said chickens for said nine week period and at the expiration thereof tendered the same to the Plaintiff for sale in accordance with the terms of the agreement aforesaid but the Plaintiff refused to accept said chickens or to sell the same in accordance with said agreement and required the Defendant to maintain and care for the same for an additional week, at the expiration of which time the chickens were sold under the direction and supervision of the Plaintiff to Marshall Durbin Company of Mobile, Alabama. That for and on account of the breach of said contract by the Plaintiff in failing to dispose of said chickens by a sale thereof on the agreed date and in accordance with said contract the Defendant was damaged in this: the chickens were sold at a price of .02¢ per pound less than they would have brought on the expiration of said nine week period, or \$397.40 (there being 19,870 pounds sold); the Defendant was required to purchase additional feed to the amount of \$434.00 to care for the chickens for the additional week; he was caused to incur an additional electrical bill; and he lost seventy of the chickens during said additional week by their dying and thereby lost the sale thereof; for all of which the Plaintiff is indebted to the Defendant in the amount aforesaid and which amount the Defendant does hereby offer to set off against the demand of the Plaintiff and he claims judgement for the excess.

CHASON & STONE

By:


Attorneys for Defendant

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3034

Crosby Dodge

vs

Riggins

At the jury find for
the defendant no damages

Ray White
Foreman

FILED

MAR 7 1911

COURT HOUSE

COSBY-HODGES MILLING COMPANY,
a corporation,

Plaintiff,

vs.

R. R. RIGGINS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3034

PLEA

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

1. The allegations of the Complaint are not true.

CHASON & STONE

By: M. Malone S. Stone
Attorneys for Defendant

The Defendant demands a trial of
this cause by a Jury.

CHASON & STONE

By: M. Malone S. Stone
Attorneys for Defendant

COSBY-HODGES MILLING COMPANY,
a corporation,

Plaintiff,

vs.

R. R. RIGGINS,

Defendant.

IN THE CIRCUIT COURT OF

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NO. 3034

PLEA

FILED
OCT 8 1956
ALICE J. DUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons R. R. RIGGINS 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 COSBY²HODGES MILLING COMPANY, a corporation.

Witness my hand this 18 day of September, 1956.

Alice J. Duck
Clerk WT

COSBY-HODGES MILLING COMPANY,
A CORPORATION,

PLAINTIFF

VS

R. R. RIGGINS

DEFENDANT

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

1.

The Plaintiff claims of the Defendant TWO HUNDRED TEN and 05/100 (\$210.05) DOLLARS, due from him by account on the 22nd day of March, 1956, which sum of money with the interest thereon is still due and unpaid.

2.

The Plaintiff claims of the Defendant TWO HUNDRED TEN and 05/100 (\$210.05) DOLLARS on account stated between the Plaintiff and the Defendant on the 22nd day of March, 1956, which sum of money with the interest thereon is still due and unpaid.

Wilters & Brantley

BY:

Attorneys for the Plaintiff

Defendant's address is Highway 31, Daphne, Ala.