

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

September 19, 1956

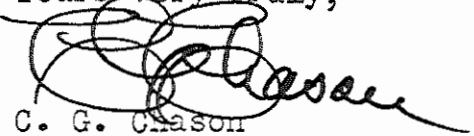
3036

Mrs. Alice J. Duck, Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is Summons and Complaint in the action
of Stamas Boat Works -vs- Emmett A. Stokes, doing business
as Stokes Sport Shop.

Yours very truly,


C. G. Chason

CGC:fm

encls. 2

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

October 19, 1956

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

In Re: Stamas Boat Works
vs.
Emmett D. Stokes,
d/b/a Stokes Sport Shop
Our File No. 3904

Enclosed find demurrers in the above mentioned matter.

Please process and oblige. I am sending a copy to Mr.
Cecil Chason, the Attorney for Plaintiff .

Yours very truly,



EGR/rl
c/c Mr. C. Chason
c/c Mr. Stokes
11-1-56

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA
February 21, 1957

P. O. BOX 71

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

In Re: Stamas Boat Works
vs.
Emmett A. Stokes, et al
Our File No. 3904

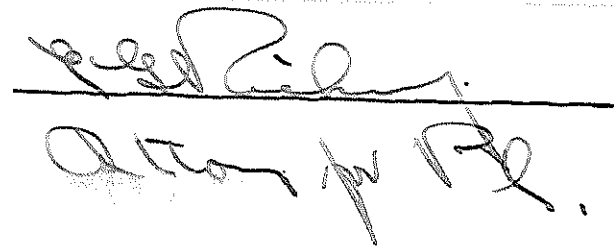
Enclosed find pleas in the above mentioned case. Please file
and oblige.

Yours very truly,



EGR/rl
c/c Mr. Cecil Chason

I hereby certify that this letter along with pleas has been
mailed, postage pre-paid, to Cecil Chason, Esq, Attorney at
Law, Foley, Alabama.



STAMAS BOAT WORKS,
PLAINTIFF

VS. -VS-

EMMETT A. STOKES, doing
business as STOKES SPORT SHOP,
Defendant

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


) AT LAW
)
)

P L E A S

Comes the Defendant and offers the following separate and several pleas to the Plaintiff's complaint and each and every count thereof.

1. Now comes the defendant and for answer to the said complaint, says he has paid the debt or demand for the recovery of which this suit was brought before this action was commenced.

2. Defendant pleads the general issue.



E. G. Rickarby
Attorney for Defendant

STAMAS BOAT WORKS,

Plaintiff

vs.

EMMETT A. STOKES, doing
business as STOKES SPORT SHOP,

Defendant

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

DEMURRERS

Comes the Defendant and offers the following demurrers to the Plaintiffs complaint and each and every count thereof, separately and severally-

ONE.

That the complaint does not state whether the Plaintiff is a natural person, corporation, or what it is so that it can invoke the process of this Court.


TWO.

That Count One of the Complaint does not show that the sum of ONE HUNDRED SEVEN AND 87/100 (\$107.87) was reasonable or proper, in the collection of this note.

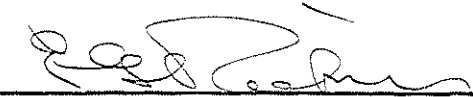
THREE.

That Count One of the Complaint does not show for what the expenditure of ONE HUNDRED SEVEN AND 87/100 (\$107.87) was made.

Defendant assigns demurrers Two and Three to that aspect of count one wherein Plaintiff claims the "additional sum of \$107.87."


E. G. RICKARBY, Attorney for Defendant

Defendant demands a trial by jury.


E. G. RICKARBY, Attorney for Defendant

STATE OF ALABAMA)
BALDWIN COUNTY) . . . IN THE CIRCUIT COURT . . . LAW SIDE . .

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon Emmett A. Stokes to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of Stamas Boat Works.

WITNESS my hand this 20 day of Sept, 1956.

Deice J. Duck
Clerk

PETER G. STAMAS AND
NICHOLAS G. STAMAS, A CO- - COMPLAINT -
PARTNERSHIP, DOING BUSINESS AS

STAMAS BOAT WORKS,)
Plaintiff,)
-vs-)
EMMETT A. STOKES, doing)
business as STOKES SPORT SHOP,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT I

Plaintiff claims of the Defendant Two Thousand Eight Hundred Sixty-four and 27/100 Dollars (\$2,864.27) due by Promissory Waive Note made by him on, to-wit, July 16, 1956, and payable on, to-wit, July 23, 1956, with interest at the rate of eight per cent (8%) per annum from date.

The Plaintiff avers that inand by the terms of said Note the Defendant waives all rights of exemption under the Consti-tution and Laws of Alabama, or any other State, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further avers that in and by the terms of said Note the Defendant agrees to pay all costs of collecting or securing this note, including a reasonable attorney's fees,

and Plaintiff further claims of the Defendant the further and additional sum of Four Hundred Thirty Dollars (\$430.00) as such reasonable attorney's fees, and the further and additional sum of One Hundred Seven and 87/100 Dollars (\$107.87) expended in attempting to collect or secure said note.

COUNT II

The Plaintiff claims of the Defendant the sum of Two Thousand Eight Hundred Sixty-four and 27/100 Dollars (\$2,864.27) due from the Defendant by a check drawn by him on The Bank of Fairhope, Fairhope, Alabama, in favor of the Plaintiff, for said amount, on, to-wit, July 13, 1956, which said check was duly presented and payment refused, there being stamped on its face at said bank "Not Sufficient Funds", which said sum of money, with the interest thereon, is due and unpaid.

Attorney for Plaintiff.

Received 20 day of Sept 1956
and on 12 day of Oct 1956
I served a copy of the within S & C
on Emmitt A. Stokes
By service on _____
TAYLOR WILKINS, Sheriff
By Edna J. Stedman, S.

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
Edna J. Stedman
DEPUTY SHERIFF

Fairhope, Ala.

Mo 3036

SUMMONS AND COMPLAINT

RECORDED
STANAS BOAT WORKS,
Plaintiff,

Plaintiff,

--VS--

EMMETT A. STOKES, doing
business as STOKES SPORT SHOP,
Defendant.

((((()))

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

((((()))

FILED

SEP 20 1956

CECIL D. DRASTON
ATTORNEY AT LAW
FOLEY, ALABAMA