

3093

BOOK 016 PAGE 428

BRANCO WOOD PRODUCTS, INC.,
a corporation,

Plaintiff,

vs.

W. N. STUCKEY, doing business
as W. N. STUCKEY LUMBER COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO.

DEMURRER

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause as last amended and assigns the following separate and several grounds in support thereof, viz:

1. That said complaint affirmatively shows that the amount sued for was not all due on the date the original suit was filed in this cause.
2. That said complaint fails to allege that a failure to pay any installment on the due date thereof caused all installments to be due and payable.
3. That said complaint claims interest but fails to allege at what rate.
4. That said complaint fails to allege whether the interest claimed is due from date of the note or from maturity.
5. That said complaint fails to allege that said note has not been paid.
6. That said complaint shows that a portion of the money secured by the note was due on the same day that the note was executed.


Attorneys for Defendant

DEMURRER

BRANCO WOOD PRODUCTS, INC.,
a corporation,

Plaintiff,

vs.

W. N. STUCKEY, doing business
as W. N. STUCKEY LUMBER COM-
PANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. _____

FILED
FEB 19 1957
ALICE L. BUCK, CLERK

LAW OFFICE
CHASON & STONE
Bay Minette, Alabama

BRANCO WOOD PRODUCTS, INC.,
a corporation,

PLAINTIFF,

vs.

W. N. STUCKEY, doing
business as W. N. STUCKEY
LUMBER COMPANY,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW NO. _____.

AMENDED COMPLAINT

Now comes the plaintiff in the above style cause and amends his complaint filed heretofore in this cause by striking Count II, and amending Count I so that the same shall read as follows:

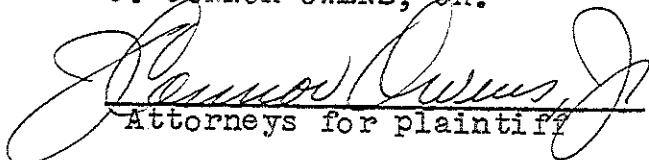
The plaintiff claims of the defendant Three Thousand Eight Hundred and Five and 27/100(\$3,805.27) Dollars, the balance due on a promissory note executed by the defendant to the plaintiff on May 3, 1956, and payable in weekly installments of \$200.00 on Monday of each week from May 3, 1956, with interest thereon.

The plaintiff further alleges that in and by the terms of said note, the defendant agreed to pay a reasonable attorney's fee should such cost be incurred in the collection of the same, and the plaintiff claims of the defendant the sum of Five Hundred and Fifty and no/100(\$550.00) Dollars as a reasonable attorney's fee in the premises.

The plaintiff further alleges that in and by said note, the defendant waived his right to exemption under the laws of the State of Alabama as to personal property, and plaintiff claims the benefit of said waiver.

BROOKS & GARRETT

J. CONNOR OWENS, JR.


Attorneys for plaintiff

BRANCO WOOD PRODUCTS, INC.,
A Corporation,

Plaintiff,

vs.

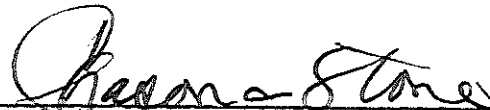
W. N. STUCKEY, doing business
as W. N. STUCKEY LUMBER COMPANY,

Defendant.

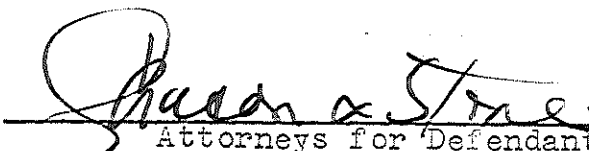
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

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 count does not state a cause of action.
2. That count one of said complaint fails to allege when the note sued upon became due.
3. For aught that appears from count one of said complaint the note sued upon is not yet due and unpaid.


Attorneys for Defendant

The Defendant demands a trial of this
cause by jury.


Attorneys for Defendant

STATE OF ALABAMA)

IN THE CIRCUIT COURT

BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. N. Stuckey 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 the same, then and there to answer the complaint of Branco Wood Products, Inc., a corporation, Brewton, Alabama.

Witness my hand this the 15 day of November, 1956.

Reice J. Luck
Clerk of the Circuit Court

* * * * *

C O M P L A I N T

BRANCO WOOD PRODUCTS, INC.,)	IN THE CIRCUIT COURT OF
a corporation,)	BALDWIN COUNTY, ALABAMA
PLAINTIFF)	LAW SIDE
VS.)	
W. N. STUCKEY, DOING BUSINESS AS)	
W. N. STUCKEY LUMBER COMPANY)	
DEFENDANT)	

C O U N T O N E

The plaintiff claims of the defendant Three Thousand Eight Hundred Five and 27/100 (\$3,805.27) Dollars, the balance due on a promissory note executed by the defendant to the plaintiff on May 3, 1956 with interest thereon from May 3, 1956.

C O U N T T W O

The plaintiff claims of the defendant the further sum of Five Hundred Fifty and no/100 (\$550.00) Dollars as a reasonable attorney's fee incurred by it in collecting or attempting to collect the note described in Count One hereof, and alleges that said instrument contains an agreement by the defendant to pay a reasonable attorney's fee and other expenses incident to the collection of said note by suit or otherwise, and that the amount claimed herein is reasonable.

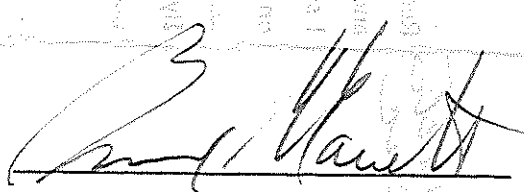
The plaintiff avers that in one of the provisions of the note sued on the defendant waived his right of exemptions under the laws of Alabama as to personal property and the plaintiff claims the benefit of such waiver.

BROOKS

&

GARRETT

BY:


Attorneys for Plaintiff

BROOKS & GARRETT
ATTORNEYS AT LAW
BREWTON, ALABAMA

LEON G. BROOKS
BROOK G. GARRETT

November 14, 1956

Mrs. Alice J. Duck
Circuit Clerk, Baldwin County
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith you will find the original and one copy of suit which we wish to file on behalf of Branco Wood Products, Inc., a corporation, Brewton, Alabama, against W. N. Stuckey. We understand that Mr. Stuckey is in the lumber business in Bay Minette and feel certain that service can be perfected without trouble or delay.

I am enclosing herewith a self-addressed, stamped envelope and would appreciate it if you would advise me when service has been perfected.



Very truly yours,



BROOK G. GARRETT

BGG/ml
Enclosures- 3