

STERLING ACCEPTANCE COMPANY)
a corporation)

Plaintiff)

VS.)

JOHNNIE J. HALL)

Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT

I.

The plaintiff claims of the defendant the sum of One Hundred Forty Dollars (\$140.00), with interest from the 5th day of April, 1956, which sum of money, with the interest thereon, is still unpaid.

II.

The plaintiff claims of the defendant One Hundred Forty Dollars (\$140.00), damages for the breach of an agreement, entered into by him on the 27th day of February, 1956, copy of which agreement is hereto attached and marked "Exhibit A", and made a part hereof, and the plaintiff says that, although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, namely, he has failed to pay One Hundred Forty Dollars (\$140.00) of the purchase price thereof; therefore, plaintiff sues.

III.

The plaintiff, as assignee of John H. Smith d/b/a Smith's Hardware and Appliance, claims of the defendant One Hundred Forty Dollars (\$140.00), damages for the breach of the agreement entered into by the defendant and John H. Smith, copy of which agreement is hereto attached and marked "Exhibit A", and made a part hereof, and the plaintiff says that, although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, namely, he has failed to pay One Hundred Forty Dollars (\$140.00) of the purchase price thereof; therefore, plaintiff sues.

Plaintiff further avers that in and by the terms of said agreement, the defendant agreed to pay as attorney's fee 15% of the amount due, and the plaintiff claims of the defendant the further

and additional sum of TWENTY ONE DOLLARS (\$21.00) as such
attorney's fee.


Attorney for Plaintiff

Mr. Hall resides in
the Elberta area.

SUMMONS AND COMPLAINT

Moore Ptg. 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 JOHNNIE J. HALL

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 _____

JOHNNIE J. HALL, Defendant.

by Sterling Acceptance Company, a corporation

_____, Plaintiff.

Witness my hand this 20th day of November 19 56

Archie J. Duck, Clerk

No. 3098 Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

Sterling Acceptance Co.

Plaintiffs

vs.

Johnnie H. Hall

Defendants

Summons and Complaint

Filed 11-20 1956

Wing A. Luck Clerk

RECORDED

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Elberta, Ala -

Received In Office

11-20 1956

_____, Sheriff

I have executed this summons

this 30 Nov 1956

by leaving a copy with

Johnnie H Hall

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY _____ DEPUTY SHERIFF

Taylor Wilkins Sheriff
Carlton Chisholm Deputy Sheriff

T. S. S.

Julius C. Hill, Jr.
Attorney for Defendant

STERLING ACCEPTANCE COMPANY,
a Corporation,

PLAINTIFF

VS:

JOHNNIE J. HALL,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

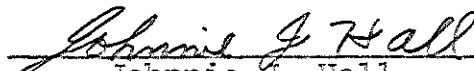
PLEA

Comes the defendant, JOHNNIE J. HALL, in the above styled cause and for answer to the complaint heretofore filed against him and to each and every count thereof, separately and severally, pleads as follows:

1. The allegations of the complaint are untrue.

2. The defendant specifically denies under oath that the signature on the conditional sales contract marked "Exhibit A", and the delivery receipt dated 2/28/56 for one Kingston Sewing Machine, Serial #271427, was signed by him or by his wife, or by any other person, agent or attorney-in-fact authorized to do so.

3. The defendant further specifically denies that he made any down payment of any kind nor did he trade in any item for credit as indicated in the conditional sales contract.

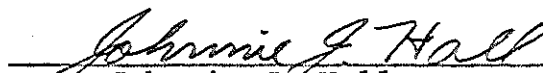

Johnnie J. Hall

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

Before me, Forest A. Christian, a Notary Public in and for said County and State personally appeared Johnnie J. Hall who is known to me, and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That he is the defendant in the above styled cause and that he signed the foregoing plea after being duly informed of the contents, and that the same is true and correct.


Johnnie J. Hall

Sworn to and subscribed before me on this the 8th day of
December, 1956.

Julius C. Clark
Notary Public

SEAL:

Julius C. Clark
attorney for *Peperdink*

Notary Public
State of New York
County of ...

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

November 19, 1956

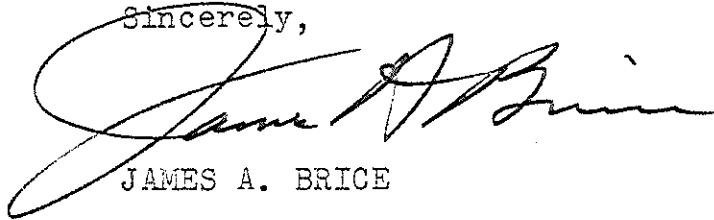
3098

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

Dear Mrs. Duck:

I am enclosing summons and complaint and plaintiff's
check in amount of \$15.00 as deposit for costs in the
matter of Sterling Acceptance Company VS. Johnnie J.
Hall, Elberta, Alabama.

Sincerely,

A handwritten signature in cursive script, appearing to read "James A. Brice".

JAMES A. BRICE

JAB:ss

encl-as noted