

CARL GRANT TRACTOR COMPANY,  
a corporation,  
PLAINTIFF.

vs.

THEODORE V. BEIMSTEIN,  
DEFENDANT.

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

Now comes the Defendant in the above styled cause and to the complaint heretofore exhibited in this cause interposes the following pleas:

1. The Defendant pleads the general issue and asks leave to give in evidence any matter which would be a good defense if well pleaded, with leave to the Plaintiff to give in evidence any matters which would be a good replication to the matters of defense.

2. Non-detinet.

3. The defendant suggests that the title to the property in this cause is the subject of a conditional sale contract made to the defendant reserving the title until the entire purchase money is paid, and humbly requests that a jury ascertain the unpaid balance, if any, of the articles sued for.

4. For further and special plea to the complaint in this cause the Defendant says: That on June 6, 1955, he purchased from the Plaintiff in this cause by conditional sale contract the property sued for, by contract No. 10-7688, and that the same was delivered to him, and that he is informed and believes that the Plaintiff in this cause transferred the said conditional sales contract to Dearborn Motors Credit Corporation, 49 Lee Circle Building, New Orleans 13, Louisiana, and that the Defendant was duly notified of said transfer by the said Dearborn Motors Credit Corporation, and that all of his payments under said contract which are yet due have been duly paid to the said Dearborn Motors Credit Corporation, and that

at the time of the institution of this suit, and at the present time there are no payments due under and by virtue of said conditional sales contract which have not been duly paid by the Defendant; that the latest payment due was December 6, 1956, and that this was duly paid by the Defendant by check dated February 23, 1957, signed by the Defendant and drawn on funds he had on deposit in the Bank of Fairhope, Fairhope, Alabama, which said check was duly presented to the said Bank of Fairhope and duly honored by them, and that the only remaining payment upon said conditional sale contract will not be due until June 6, 1957: See photo-static copy of transfer notice, and schedule of commodities covered by transferred contract and installment payment schedule, hereto attached and marked "Exhibit A" to this pleading; Photostatic copy of letter from transferee granting extension of time to make payment under said contract, hereto attached and marked "Exhibit B" to this pleading; Photostatic copies of paid checks to the said transferee, showing proper endorsements and payment to said transferee, hereto attached and marked "Exhibit C-1" and "Exhibit C-2" to this pleading, and defendant gives notice that he will produce the originals of said exhibits on the trial of said cause; and Defendant represents and shows that there are no payments due at the time of the institution of the suit by the plaintiff, nor at the present time, and that the plaintiff has no present interest or present demand that would entitle it to the possession of the said property as against the Defendant, and that said action is wrongful and unjust and the claim thereunder unfounded.

*Horne & Webb*  
*By [Signature]*  
ATTORNEYS FOR DEFENDANT

The Defendant demands a trial by jury of the issues in this cause.

*Horne & Webb*  
*By [Signature]*  
ATTORNEYS FOR DEFENDANT

RECORDED  
PLEAS OF DEFENDANT

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

NO. 3186

CARL GRANT TRACTOR COMPANY  
a corporation,

PLAINTIFF.

vs.

THEODORE V. BEINSTEIN,

DEFENDANT.  
**FILED**

MAY 2 1957

ALICE LAW OFFICES OF  
Horne & Webb

Attorneys at Law  
Atmore, Ala.

The State of Alabama, Baldwin County  
CIRCUIT COURT

Know all Men by these Presents, That we, Theodore V. Beilstein  
and the undersigned sureties  
are held and firmly bound unto Carl Grant Tractor Company, a corporation  
in the sum of TWO THOUSAND AND NO HUNDREDS \*\*\*\*\*Dollars,  
for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators,  
jointly and severally, firmly by these presents.

Sealed with our seals, and dated this the 15th day of April, 1957

The Condition of the above Obligation is such:

That whereas, the said Carl Grant Tractor Company, a corporation  
did, on the 11th day of April, 1957  
sue out of the Circuit Court of said County a writ in detinue, directed to any Sheriff of the State of Alabama,  
and commanding him to take into his possession the following property, sued for in said action of detinue, to wit:  
One Dearborn Plow, Model 10-161, serial No. 11060  
One Dearborn Mower, model 14-15, serial no. 61900.  
One Dearborn Loader, model 19-60, serial no. 3187  
One Cobey Wagon, model 53, serial no. 12187

which said writ was placed in the hands of Taylor Wilkins, Sheriff,  
of the County of Baldwin, on the 12th day of  
April, 1957, and executed by him on the 13th day of April  
1957, by taking into his possession

The above described property  
and whereas, the above bound Theodore V. Beilstein  
has, within five days from the execution of said writ, entered into this bond as required by law, and thereby  
obtained possession of said property.

Now, if the said Theodore V. Beilstein  
shall well and truly, within thirty days after the determination of said suit, if the said  
Theodore V. Beilstein

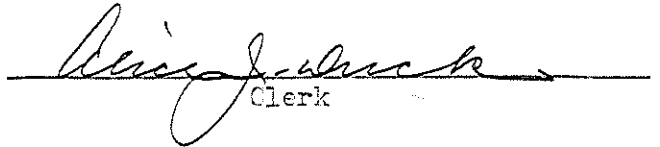
STATE OF ALABAMA )

BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons THEODORE V. REILSTEIN 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, a corporation.

Witness my hand this the 11 day of April, 1957.

  
Clerk

CARL GRANT TRACTOR COMPANY,  
a corporation

Plaintiff.

vs.

THEODORE V. REILSTEIN

Defendant

IN THE CIRCUIT COURT OF

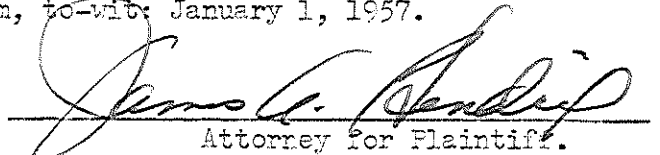
BALDWIN COUNTY, ALABAMA

AT LAW.

The plaintiff claims of the defendant the following described personal property, to-wit:

One Dearborn Plow, model 10-161, serial no. 11060.  
One Dearborn Mower, model 14-15, serial no. 61900.  
One Dearborn Loader, model 19-60, serial no. 3187  
One Cobey Wagon, model 53, serial no. 12187.

with the value of the use thereof from, to-wit: January 1, 1957.

  
Attorney for Plaintiff.

Received 11 day of April 1957  
at 1:30 p.m. 1957  
served a copy of the within Return  
Theodore V. Beinstein  
and taking possession of the vehicle  
service on return articles.

TAYLOR WILKINS, Sheriff  
By Childress D. S.

Boord made by  
Deft

Sheriff claims 70 miles at  
Ten Cents per mile Total \$ 7.00  
TAYLOR WILKINS, Sheriff  
BY Childress  
DEPUTY SHERIFF

Return  
RECORDED  
3186

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

CARL GRANT TRACTOR COMPANY,  
A Corporation, Plaintiff.  
to  
THEODORE V. BEINSTEIN  
Defendant.

COMPLAINT.

FILED

APR 11 1957

ALICE J. DUCK, Clerk

JAMES A. HENDRIX  
ATTORNEY AT LAW  
ROBERTSDALE, ALA.

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }

BALDWIN COUNTY

CIRCUIT COURT

No. \_\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_

To Any Sheriff of the State of Alabama:

You Are Hereby Commanded to Summon \_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_, Clerk.

COMPLAINT