

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon D. E. Hastings 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 same, then and there to answer the complaint of Roye Garber and James D. McMaster individually and doing business as G-M Agency, a co-partship.

Witness my hand, this the 20 day of Sept, 1957.

Reinf. reuck
CLERK

ROYE GARBER AND JAMES D.
McMASTER, individually and
doing business as G-M
Agency, a co-partship,

Plaintiff

VS

D. E. HASTINGS

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER:

3340

Plaintiff claims of Defendant the sum of TWO-HUNDRED, NINETY-FIVE and FORTY-EIGHT, ONE-HUNDRETHS (\$295.48) DOLLARS due by promissary note made by him on the 18th day of October, 1956 and payable on the 1st day of November, 1956, with interest thereon.

W L Hays
Attorney for Plaintiff

Defendant may be served at.

Route I Box 121
Robertsdale, Alabama

ROY E. GARBER and JAMES D.
McMASTER, Individually and
d/b/a G-M. Agency, a co-
partnership,

PLAINTIFFS

VS

D. E. HASTINGS

DEFENDANT

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 3340

Comes now the Defendant and amends his answer to the Complaint to
read as follows:

1.

That he is not guilty of the matters alleged therein.

2.

The Defendant for answer to said complaint, says that he has paid
the debt for the recovery of which this suit was brought before the action
was commenced.

3.

That the note which is the basis of this suit was executed and delivered
to the Plaintiffs as security for payment of a premium on a life insurance
policy, and immediately thereafter and sufficient time prior to the issuance
of the policy, the Defendant did notify the Plaintiffs that he did not want
the policy and that he requested that the note be returned and the policy
not issued; that the Plaintiffs, despite notice given to them by the
Defendant, proceeded to have the policy issued against the will of the
Defendant; that the Defendant refused to accept the said policy and that
he has never recognized that he has had any equity or ownership in the same.
That the loss, if any, was the result of the Plaintiff's own act.

Wilters & Brantley

BY: 

Attorneys for the Defendant

ROY E. GARBER AND JAMES D.
McMASTER, individually and
d/b/a G-M Agency, a co-
partnership,

PLAINTIFFS

VS

D. E. HASTINGS

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 3340

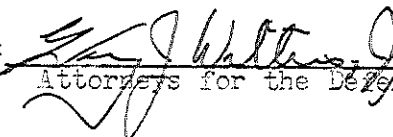
Comes now the Defendant and amends his answer to the Complaint by
adding paragraph 4, which reads as follows:

4.

The Defendant, as a defense to the action of the Plaintiffs, says that,
at the time said action was commenced, the Plaintiffs were indebted to him
in the sum of THREE HUNDRED THIRTY FOUR and 15/100 (\$334.15) DOLLARS for
premiums paid to the Plaintiffs by the Defendant on the 8th day of September,
1956, on a policy which the agents were unable to issue to him, and which
said premiums have not been returned, which he hereby offers to set off
against the demand of the Plaintiffs, and he claims judgment for the excess.

Wilters & Brantley

BY:


Attorneys for the Defendant

ROY E. GAREEN AND JAMES D.
McMASTEN, individually and
doing business as G-M.
AGENCY, a co-partnership,

PLAINTIFF

VS

D. E. HASTINGS, JR.

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 3240

Comes now the Defendant, for answer to the Complaint, says:

1.

That he is not guilty of the matters alleged therein.

Walters & Brantley

BY: Harry J. Walters, Jr.

Attorneys for the Defendant

The Defendant demands a trial by jury.

Walters & Brantley

BY: Harry J. Walters, Jr.

Attorneys for the Defendant

Ray E. Carber et al
vs
D. E. Hartinger

Plaintiff
Defendant

3340

For Replication to Defendant
answer Plaintiff says:

1. Plaintiff joins issue on
said plea.

For answer to defendant
plea of not guilty Plaintiff
pleads not guilty.

W. H. Hays
Att'y for Plaintiff