

DEKLE BROKERAGE COMPANY,
INC., a corporation,

Plaintiff,

vs.

AMELIA T. JENKINS, ET AL.,

Defendants.

X

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3689

PLEA

Come now the Defendants in the above styled cause, by their attorneys, and for answer to the Complaint heretofore filed against them and to each count thereof, separately and severally, say as follows:

1. The allegations of the Complaint are not true.

CHASON & STONE

By: 

Attorneys for Defendants.

The Defendants demand a trial of this cause by a jury.

CHASON & STONE

BY: 

Attorneys for Defendants.

Filed: Dec-10, 1958

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon AMELIA T. JENKINS and HILLIARD P. JENKINS, individually, and as a partnership composed of Amelia T. Jenkins and Hilliard P. Jenkins, doing business as Jenkins Farms, 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 DEKLE BROKERAGE COMPANY, INC., a corporation.

WITNESS my hand this 27 day of October, 1958.

Reice L. Duncanson
Clerk

DEKLE BROKERAGE COMPANY, INC.,
A corporation,

PLAINTIFF

VS

AMELIA T. JENKINS, AND
HILLIARD P. JENKINS,
individually, and as a
partnership composed of
Amelia T. Jenkins and
Hilliard P. Jenkins,
d/b/a Jenkins Farms,

DEFENDANTS

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1.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

The Plaintiff claims of the Defendant SEVEN THOUSAND SEVEN HUNDRED SIXTY EIGHT and 99/100 (\$7768.99) DOLLARS due by promissory note made by them on the 1st day of July, 1957, and payable on demand, with interest thereon, the same being due and unpaid.

2.

The Plaintiff claims of the Defendants SEVEN THOUSAND EIGHT HUNDRED TWENTY NINE and 35/100 (\$7829.35) DOLLARS due by promissory note made by them on the 1st day of August, 1958, and payable on demand, with interest thereon, the same being due and unpaid.

3.

The Plaintiff claims of the Defendants ONE THOUSAND SEVEN HUNDRED FIFTY FOUR and 15/100 (\$1754.15) DOLLARS, due by promissory note made by them on the 1st day of April, 1958, and payable ninety days from date, with interest thereon, the same being due and unpaid.

4.

The Plaintiff claims of the Defendants TWO HUNDRED FIFTY (\$250.00) DOLLARS, due by promissory note made by them, on the 12th day of April, 1958, and payable ninety days from date, with interest thereon, the same being due and unpaid.

Wilters & Brantley

BY: Henry J. Wilters, Jr.
Attorneys for the Plaintiff

Filed
Oct. 21, 1958

Exp. Nov. 6, 1958

DEKLE BROKERAGE COMPANY, INC.,
a corporation,

Plaintiff,

vs.

AMELIA T. JENKINS, ET AL.,

Defendants.

PLEA

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3689

FILED

DEC 10 1958

ALICE J. DUCK, CLERK
LAW OFFICES REGISTER

CHASON & STONE
BAY MINETTE, ALABAMA

3689

Received 28 day of Oct 1958
d on 1 day of November 1958
a copy of the within Bill of Complaint
Amelia T. Jenkins, et al. vs
as a partnership of J. P. Jenkins
service on _____

TAYLOR WILKINS, Sheriff
By Edgar S. Shattuck D. S.
L. L. Lyle

Received 28 day of Oct 1958
d on 6 day of November 1958
a copy of the within Bill of Complaint
Amelia T. Jenkins, et al. vs
as a partnership of J. P. Jenkins
service on Jenkins

TAYLOR WILKINS, Sheriff
By Edgar S. Shattuck D. S.
L. L. Lyle

Sheriff claims 80 miles at
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
BY Edgar S. Shattuck
DEPUTY SHERIFF

DEKLE BROKERAGE COMPANY, INC.
A Corporation,

PLAINTIFF

VS

AMELIA T. JENKINS, ET AL,

DEFENDANTS

BILL OF COMPLAINT

FILED
OCT 27 1958
MOBILE, ALA.

AMENDED COMPLAINT

DEKLE BROKERAGE COMPANY, INC.,
A corporation,

PLAINTIFF

VS

AMELIA T. JENKINS, AND
HILLIARD P. JENKINS,
individually, and as a
partnership composed of
Amelia T. Jenkins and
Hilliard P. Jenkins,
d/b/a Jenkins Farms,

DEFENDANTS

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

Comes now the Plaintiff and amends his complaint to read as follows:

1.

The Plaintiff claims of the Defendant SEVEN THOUSAND SEVEN HUNDRED SIXTY EIGHT and 99/100 (\$7768.99) DOLLARS due by promissory note made by them on the 1st day of July, 1957, and payable on demand, with interest thereon, the same being due and unpaid. The Plaintiff avers that the Defendants agreed in said promissory note to pay all expenses including reasonable attorneys fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fees for collection of this note in the amount of \$1165.34.

2.

The Plaintiff claims of the Defendants SEVEN THOUSAND EIGHT HUNDRED TWENTY NINE and 35/100 (\$7829.35) DOLLARS due by promissory note made by them on the 1st day of August, 1958, and payable on demand, with interest thereon, the same being due and unpaid. The Plaintiff avers that the Defendants agreed in said promissory note to pay all expenses including reasonable attorneys fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee for collection of this note in the amount of \$1174.40.

3.

The Plaintiff claims of the Defendants ONE THOUSAND SEVEN HUNDRED FIFTY FOUR and 15/100 (\$1754.15) DOLLARS, due by promissory note made by them on the 1st day of April, 1958, and payable ninety days from date, with interest thereon, the same being due and unpaid. The Plaintiff avers

that the Defendants agreed in said promissory note to pay all expenses including reasonable attorneys fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee for collection of this note in the amount of \$263.12.

4.

The Plaintiff claims of the Defendants TWO HUNDRED FIFTY (\$250.00) DOLLARS, due by promissory note made by them, on the 12th day of April, 1958, and payable ninety days from date, with interest thereon, the same being due and unpaid. The Plaintiff avers that the Defendants agreed in said promissory note to pay all expenses including reasonable attorneys fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee of \$37.50.

BY:

Attorney