

MRS. ETHEL H. RAY and E. M.
KING, d/b/a ATMORE EQUIPMENT
COMPANY,

Plaintiff,

vs.

B. T. TURNER and VANCE
TURNER,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

3919

Come the Defendants in the above styled cause and demur to the complaint filed in said cause and assign the following separate and several grounds, viz:

1. That the above suit is filed in the Equity side of the Court and the Plaintiffs have an adequate remedy at law.

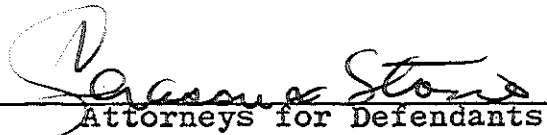
2. The complaint sets out the face amount of the note sued on and the balance due thereunder but fails to allege what payments have been made thereon and when such payments were made.

3. That there is a variance in the allegations of such complaint that the Defendants defaulted in the last two payments due under the terms of such note and the amount claimed as the balance due thereunder.

FILED

AUG 20 1959

ALICE J. DUCK, Register


Attorneys for Defendants

3989

MRS. ETHEL H. RAY and E. M.
KING, d/b/a ATMORE EQUIPMENT
COMPANY,

Plaintiff,

vs.

B. T. TURNER and VANCE TURNER,
Defendants

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

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DEMURRER

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FILED

AUG 20 1959

ALICE J. DUCK, Register

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon B. T. Turner and Vance Turner 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 Mrs. Ethel H. Ray and E. M. King, Jr., d/b/a Atmore Equipment Company.

Witness my hand this 28 day of July, 1959.

Alice J. Duck
Clerk

Mrs. Ethel H. Ray and E. M.
King, d/b/a Atmore Equipment
Company,

Plaintiff

vs

B. T. Turner and Vance
Turner

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

~~IN EQUITY~~

at Law

1.

The Plaintiff claims of the Defendants FIFTEEN HUNDRED NINETY TWO and 54/100 (\$1592.54) DOLLARS balance due on a promissory note made by the Defendants on the 23rd day of February, 1957, The face amount of this note being \$4012.42 and payable in installments as follows: \$515.39 payable on August 15, 1957; \$1733.52 payable on September 10, 1957; \$563.53 payable on December 1, 1957; and \$1199.98 payable on 10th September, 1958. The Plaintiffs aver that the Defendants defaulted in the payment due December 1, 1957, and on the installment due September 10, 1958, and the Plaintiffs declare this note due and payable. The Plaintiffs further allege that this note provides that after maturity each installment shall draw interest at 8% per annum and provides for payment of all expenses including reasonable attorneys fee incurred in collecting the same. The Plaintiffs claim interest on this note from maturity and for a reasonable attorneys fee. The Plaintiffs allege that \$250.00 is a reasonable attorneys fee.

Wilters & Brantley

BY: Robert M. Brantley
Attorneys for the Plaintiffs

The Plaintiffs demand a trial by jury.

FILED
JUL 28 1959

Alice J. Duck, Clerk

Wilters & Brantley

BY: Robert M. Brantley
Attorneys for the Plaintiffs

Perdido 3919

Mrs. Ethel H. Ray and E. M.
King, d/b/a Atmore Equipment
Company,

Plaintiffs

vs

B. T. Turner and Vance Turner

Defendants

Bill of Complaint

FILED
JUL 28 1959
ALICE J. DUCK, Clerk

Received 28 day of July 1959
and on 31 day of July 1959
served a copy of the within to
on B. T. Turner
Vance Turner
y service on _____

TAYLOR WILKINS, Sheriff
By W. A. Talbot D. S.
Perdido

Sheriff claims 52 miles at

Ten Cents per mile Total \$ 5.20

TAYLOR WILKINS, Sheriff

BY Talbot
DEPUTY SHERIFF

MRS. ETHEL H. RAY and	Y	
E. M. KING, JR., d/b/a		
ATMORE EQUIPMENT COMPANY,	Y	IN THE CIRCUIT COURT OF
Plaintiffs,	Y	BALDWIN COUNTY, ALABAMA
vs.	Y	
	Y	LAW SIDE NO. 3919
B. T. TURNER and VANCE		
TURNER,	Y	
Defendants.	Y	

Come the Defendants in the above style and for plea to the complaint filed in said cause, says:

1. That the allegations of the complaint are untrue.
2. That they have paid the debt for the recovery of which this suit was brought, before the action was commenced.
3. For special plea the Defendants say that the International H. Tractor and Cotton Picker which was sold to the Defendant B. T. Turner by the Plaintiffs about the first of August, 1956, were used equipment but were represented by the Plaintiffs to be in first class condition. The Harrow, Corn Snapper and Cultivator which was sold by the Plaintiffs to such Defendant at the same time were new equipment. The total price to be paid by the Defendant B. T. Turner to the Plaintiffs was Five Thousand Seven Hundred Eighty Dollars (\$5,780.00). At the time such property was purchased the Defendant B. T. Turner traded to the Plaintiffs a Ford Tractor and equipment on which he was allowed One Thousand Five Hundred Fifty Dollars (\$1,550.00) leaving a balance due the Plaintiffs by such Defendant of Four Thousand Two Hundred Thirty Dollars (\$4,230.00). The Defendant B. T. Turner executed a note to the Plaintiffs in the sum of Seven Hundred Eighty-six Dollars and Ninety-three Cents (\$786.93) which was supposed to be the balance of the down payment. He also executed a note to the Plaintiffs in the sum of Five Hundred Fifteen Dollars and Thirty-nine Cents (\$515.39). He paid the first of such notes before he knew that the cotton picker would not work and was not in the condition it was represented to him to be. After the Plaintiffs had attempted to repair the cotton picker on several occasions the note for Five Hundred Fifteen Dollars and Thirty-nine Cents (\$515.39) came due and the Plaintiffs represented to such Defendant that if he would pay such note that they would repossess all

of the property and credit him on his account with the balance due by such Defendant to the Plaintiffs. He paid such note, which, together with his payment of the note in the sum of Seven Hundred Eighty-six Dollars and Ninety-three Cents (\$786.93) made a total payment by him to the Plaintiffs of One Thousand Three Hundred Two Dollars and Thirty-two Cents (\$1,302.32) in cash. This amount having been paid by him, he was then indebted to the Plaintiffs in the sum of Two Thousand Nine Hundred Twenty-seven Dollars and Sixty-eight Cents (\$2,927.68), which amount was to be credited to his account by the repossession of the property. The Plaintiffs repossessed the tractor and cotton picker in July of 1957, and the corn snapper, harrow and cultivator in September of 1957. All of such property was negligently retained by the Plaintiffs until February, 1958, before it was sold by the Plaintiffs at a public sale. At the time such property was repossessed by the Plaintiffs its reasonable market value was in excess of the amount due by B. T. Turner to the Plaintiffs. The Defendant B. T. Turner having been released as set out above from his further obligation and such property having a reasonable market value in excess of the amount due the Plaintiffs by him, he is not now indebted to the Plaintiffs in any amount. The Defendant Vance Turner was not involved in such transaction and is not liable to the Plaintiffs in any amount.

Filed
1-19-60


Attorneys for Defendants

3919

MRS. ETHEL H. RAY, ET AL.,
Plaintiffs,

vs.

B. T. TURNER, ET AL.,
Defendants.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW NO 3919

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PLEAS

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FILED

JAN 19 1960

Alice L. Duck, CLERK
REGISTER

LAW OFFICES

CHASON & STONE
BAY MINETTE, ALABAMA

3919

MRS. ETHEL H. RAY, ET AL.,

Plaintiffs,

vs.

B. T. TURNER, ET AL.,

Defendants.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO 3919

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PLEAS

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FILED

JAN 19 1950

Alice L. Duck, CLERK
REGISTER

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

MRS. ETHEL H. RAY and
EM M. KING, JR., d/b/a
ATMORE EQUIPMENT COMPANY

PLAINTIFFS

VS

B. T. TURNER and VANCE
TURNER

DEFENDANTS

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 3919

Comes now the Plaintiffs in the above styled cause and for replication
to each and every plea of the Defendants separately and severally say:

1.

That they join issue thereon.

Wilters & Brantley

BY: S. Oliver M. Brantley
Attorneys for the Plaintiffs

FILED

JAN 29 1960

ALICE J. DUCK, Clerk

3919

MRS. ETHEL H. RAY AND
E. M. KING, JR., d/b/a
ATMORE EQUIPMENT COMPANY,

PLAINTIFFS

VS

B. T. TURNER AND VANCE
TURNER

DEFENDANTS

REPLICATION

FILED
JAN 29 1960

ALICE J. DUCK, Clerk