LAW OFFICE OF

FOREST A. CHRISTIAN FOLEY, ALABAMA

November 28, 1959

Honorable H. M. Hall Circuit Judge Bay Minette, Alabama

Re: Betbeze Mfg. Company

vs: C. M. Northcust Case No. 4021

Dear Judge Hall:

Enclosed you will find a conditional sales contract and note which has been executed by the defendant, together with the original letter dated August 27, 1959 in which the defendant acknowledges that he owes the debt. Kindly enter a judgment on this case based on a conditional sales contract in the amount of \$637.15.

With best wishes I am

Juny Mu,

Robertsdale, Alabama August 27, 1959

Mr. Forest A. Christian, Attorney for Betbeze Mfgs., Mobile, Alabama Foley, Alabama

> Re: Betbeze Mfg. Company vs: Mr. C. M. Northcutt \$637.15

Dear Mr. Christian:

I have come to see you concerning the case mentioned above and I admit I owe every dime of it, but will be unable to pay it until I harvest my first load. I expect to harvest beans the last of September, but it is necessary to run moisture tests and it will probably be the 10th or 15th before I receive my check at which time I will pay this money to your attorney, Forest A. Christian.

> Yours very truly, north silled

C. M. NORTHCUTT

Witness: Janice & Childres

CONDITIONAL SALE CONTRACT (Dealer's Copy)

Marie Ze. Mai	THE ACTURES.	s-distri	ORS	Trans of				
		r Trade Name of D		Name of Purchaser	G. M.	Vortheutt (Print)	# 1	
Address				Street				.:
Town and State				City	Loxley		State	Alabama
Model No. Year S	erial No.	Descript	ion of Article	New or Used	Man	ufacturer		Cash Price
20.778	17005	Hercules Mo	ist	New	Hercules	Steel Pr	od. Co	.
20.446	18300	38	\$ \$	11	ŢŤ.	tr et	T	
	20,00	•						
(= 3.0	tes: Apr	17 4 7050%	200-00					
- (Payment due de		= 0 , =>>>, ≥ 8, 1959	200.00					
7. 7. 1.		st 8, 1959	200.00		····			
	- Oct	ober 8, 1959			**			
The second comparison of the second control	Name of the state		730.96 }			Total Cas	h Price \$	700,00
The balance shown to			(1) CASH PRI				\$_7	00.00 (1)
my note of even date to consecutive monthly insta			(2) Trade-in:— Article					
19 50 and thereafter o succeeding month.	n the correspon	ding day of each					\$	(2)
Each installment shall b				ICE (Subtract 2	from 1)	······································	\$7	00-00 (3
except the first installme. The aggregate amount of	ot which shall	hes 720.06	(4) Cash Dow				\$ 2 7	00.00 (5)
down payment and allow	ance for merca	andise traded in, els Said note is a		D BALANCE (St				20.04
negotiable instrument, se	parate_and_apa time of execution	n it may be tem-	(6) Finance Ci	harges, Recordin	g, insurance (Ac	(a)	. 7	
porarily attached hereto	by perforation (or otherwise.	(7) TIME BAI	JANCE			P	70470 (7)
After thorough examina	tion. I bereby l	ouv and accept del	ivery of the foregoing	ng chattels, to b	e kept and/or ir	stalled at	100	
T 7	Reld	ะรัก	Alahama	T hea	will nav you the	refor the total	Number and I time price	provided here
	Il remain in you	county) u until I have paid	in cash all amounts	owing hereunde	r. Any extension	or .assignmen	ts of this o	contract or exte
Title to said chatters shi sions or negotiations of said Said chatters shall rema vent you from removing sai	in personal prop ne or so much	perty and nothing	(anything which may your sole discretion	y be done by the may determine	parties hereto t	o the contrary	notwithst	anding) shall pr
any breach of this contract. I shall not misuse, secre	te, sell encumb	er, remove or othe	rwise dispose of or l	lose possession of	said chattels, no	r permit nor s	suffer any	lien, encumbran
any breach of this contract. I shall not misuse, secre or charge against said chatt shall not operate in any ma (our) account our ing the li Should the insurance on cancellation, to provide sub	els. The chattel nner to release	s herein referred t me from payment	o shall at all times ! as herein provided. ?	be at my risk an You or your assig	d loss and any ins are hereby a	oss, injury or uthorized to p	destruction rocurs	n of said chatte maintain for n
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tion, make such disposition	of said chattel	as you snall deem	nt, and all payment	s made by me (t	is) snam be retai	ned by you as	s liquidated	damages for t
Should I fail to pay said any execution or writ be lev	ried on the chat	tels described here	in or on any of my p	h this contract, or a rec	or should you fe eiver thereof is	el yourself or appointed, or i	said chatt f a petition	els insecure, or under the Ban
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ruptcy Act or any Amendm you may without notice or the reasonable use of said c ply the proceeds, after dedu me the surplus, if any, or in repossession, retention, repo-	cting expenses,	liens and a reason	able attorney's fee p	aid or incurred. I I walve all cla	by you, to the p	ayment of said	note and	interest, and parising out of t
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property be present at the	place of sale.	note shall not wat	ve any of your right	s hereunder. An	v indulgence gr	inted me shall	I not const	itute a waiver
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You and your assigns are a	uthorized to con	rect patent errors	in said contract and	I any other pape	ers executed by	Undersigned	in connect	ion therewith.
Executed this	•	day of Febr	ue 27 - 1 9 - 59	· elil	(Purcha	ser Sign Here)	MAG	(Se:
- Maris R	Anton. 10			,	v. Mortheu		v. Alaba	ema vo-
Witness: 11/00/24 22.	- CHALIFFY SK					ser Sign Here)	<u>, g</u>	(Sea
Witness:				Accepted by	ल्या गुण्डाम श्रम			DISTRIBUS
					///\	m of Trade No	me of Deal	ler)
	manager and the second				Owner Offic	er or Firm Me	mber)	

FORM ND-45

PURCHASER MUST EXECUTE	Town	Date		w* e
To (Corporate, Firm or Trade Name of Dea For the purpose of securing credit for the purchase of thing representations:	ler) e articles mentioned in the Contract	on the reverse side hereof, the Ur	dersigned makes	the follow-
Print Purchasers Name		IMPORTANT	Residence or Nearest Phone	
Home Address			(Years) How Long	(Months)
Living Yes (Give Correct Legal Address) With Landlord's Parents No Name	(No. and Street or R. F. D. No. and R	,		
Previous Home Address		(Address)	(Years) How Long	(Months)
Age White Colored Single	Married Number of Dependent Including Wife	dents,	Monthly Income \$	
Nearest Relative With Whom Not Living	(No. and Stree	et)	(City and Sta	ite)
Real Estate Holding—Address	(No. and Stree	≥t)	(City and Sta	ite)
Recorded in Name of Name	Present Value \$ If in busines:		tgage \$	(Months)
Present Employer	for self, what busines	SS?	How Long (Years)	(Months)
Business Address Name (No. and Street)	What Position		How Long (Years)	(Months)
Former Employer Checking	(Addre:	55)	How Long	
Account With (Name)	· ·	nd Street) (City and S	State)	
Trade Reference (Name)	(Address)	Highest Credit \$	Open Ba Paid in 1	lance Full
Trade Reference (Name)	(Address)	Highest Credit \$	Open Ba Paid in	
Trade Reference (Name)	(Address)	Highest Credit \$	Open Ba Paid in	alance Full
Trade Reference (Name)	(Address)	Highest Credit \$	Open Ba Paid in	alance Full
Trade Reference (Name)	(Address)	Highest Credit \$	Open Ba Paid in	alance Full
Trade Reference (Name)	(Address)	Highest Credit \$	Open Ba Paid in	
Undersigned will ray said note irrespective of any im thorized to correct patent errors in said contract and any	nerfections in the chattels or any br	each of alleged representations. Yed in connection therewith.	ou and your assig	
Badge Number	(Purchaser's Mailing Address)	(Give Correct Legal Addres	Partners Corporat	hip 🛘
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(Name of Supervisor)		R SIGN HERE)	was character	مرسيد د در مرسيد د در
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	ASSIGNMENT			n nina. Disem
(City or Town) FOR VALUE RECEIVED Undersigned does hereby se	(State) It assign and transfer to the CEI	NTRAL BANK of MOBILE MO	bile. Alabama	19
FOR VALUE RECEIVED, Undersigned does hereby se right, title and interest in and to the contract on the rever of the Undersigned or the Assignee hereinafter mentioned, Undersigned jointly and severally warrants that the down	se side hereof, and the chattels descr the Assignee being the company will payment was made by the Buyer in	ibed therein, with power to take le nich pays Undersigned the consid cash and not its equivalent, and th	gal proceedings in eration for this a at no part thereo	n the name assignment. f was loan-
right, title and interest in and to the contract on the rever of the Undersigned or the Assignee hereinafter mentioned, Undersigned jointly and severally warrants that the down ed directly or indirectly by Undersigned to Buyer, that sa that the Buyer was at least 21 years of age at the time of in. Undersigned guarantees the payment of said contract, Upon the breach of any of said warranties, or of said thereon, plus all costs and expenses paid or incurred by A	id cnattels are free from any and anis execution on said contract; and the in strict accordance with its terms.	m mens and encumbrances whatsomet there is now owing thereon the	amounts as set f	a contract, orth there-
upon the oreach or any or said warranties, or of said thereon, plus all costs and expenses paid or incurred by A	ssignee in respect thereto. All remed	lies of Assignee shall be cumulati	ve, and not alter	native.
	<u></u>	(Corporate Firm or Trade N	ame of Dealer)	(Seal)
Form ND-45	ing specific to the second	(Owner; Officer or Firm	1 Member)	(Seal)

BETBEZE MFG. CO., an	Ŏ
Alabama Corporation	IN THE CIRCUIT COURT OF
Plaintiff	BALDWIN COUNTY, ALABAMA
VS:	AT LAW
C. M. NORTHCUTT,	No. 4021
Defendant	Ĭ

Now comes the Defendant and for answer to the Plaintiff's Complaint and each count thereof seperately and severaly says:

That he is not guilty of the matters alledged therein.

WILTERS & BRANTLEY

Defendant Demands Trial

by Jury WILTERS & BRANTLEY

PETBEZE MFG. CO., an

Alabama Corporation

Plaintiff

VS:

C. M. NORTHCUTT,

Defendant

AT LAW

NO. 4021

Plea



BETBEZE MANUFACTURING COMPANY,) IN THE CIRCUIT COURT OF
PLAINT IFF	BALIWIN COUNTY, ALABAMA,
VS	AT LAW
C. M. NORTHCUTT	, No. 4021
DEFENDANT	,
)

MOTION TO SET ASIDE JUDGMENT BY DEFAULT.

Comes now your Petitioner, C. M. Northcutt, through his attorneys Wilters & Brantley, and moves the court to set aside the judgement by default heretofore rendered in this cause and for grounds thereof shows unto the court as follows: That when the defendant was served with the Complaint he placed the date of the service on the complaint but that the date was not correct and hence his Pleas were not filed within the time allowed by law.

That the Defendant has a meritorious defense inthis suit.

Wilters & Brantley

Attornews at law

Sworn to and subscribed before me this lith day of December, 1959.

1959

DEC 15 CLERK

Notary Public, Baldwin County, Alabama

BETBEZE MANUFACTURING COMPANY

PLAINTIFF

C. M. NERTHCUTT

DEFENDANT

MOTION TO SET ASIDE JUDGMENT BY DEFAULT



SUMMONS

THE STATE OF ALABAMA,) BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon C. M. NORTHCUTT 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, Alabama, at the place of holding same by BETBEZE MFG. CO., an Alabama corporation.

Witness my hand this the $-\frac{7}{4}$ day of October, 1959.

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COMPLAINT

BETBEZE MFG. CO., an Alabama Corporation PLAINTIFF) IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
VS:	AT LAW
C. M. NORTHCUTT, DEFENDANT	

COUNT I:

The plaintiff claims of the defendant FIVE HUNDRED THIRTY & 96/100 DOLLARS (\$530.96) due by promissory note made by him on the 11th day of February, 1959 and payable on the 8th day of July, 1959 with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alledges to be \$106.19.

COUNT II:

The Plaintiff claims of the defendant FIVE HUNDRED THIRTY & 96/100 DOLLARS (\$530.96) due by a Conditional Sales Contract made by him on the 11th day of February, 1959 and payable on the 8th day of July, 1959 with interest thereon. Said Conditional Sales Contract provides for a reasonable attorney's fee, which plaintiff alledges to be \$106.19.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 25th day of August, 1959, and a letter dated August 27,1959 in which the defendant admits owing the indebtedness

The Defendant's Address is:

Robertsdale, Alabama

ALICE J. DUCK, CLERK REGISTER

Robertsdale, Alabama August 27, 1959

Mr. Forest A. Christian, Attorney for Betbeze Mfgs., Mobile, Alabama Foley, Alabama

Re: Betbeze Mfg. Company vs: Mr. C. M. Northcutt

\$637.15

Dear Mr. Christian:

I have come to see you concerning the case mentioned above and I admit I owe every dime of it, but will be unable to pay it until I harvest my first load. I expect to harvest beans the last of September, but it is necessary to run moisture tests and it will probably be the 10th or 15th before I receive my check at which time I will pay this money to your attorney, Forest A. Christian.

Yours very truly, b.M. Mottfeller

C. M. NORTHCUTT

Witness: Janice L. Childres

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			Compact In-		

Sollege MANUFACTURERS --- DISTRIBUTORS

CUSTOM BUILT STAKES, VANS FURNITURE BODIES 3255 Moffat Road Dial GA 6-8641
P. O. Box "G", Crichton Station
MOBILE, ALABAMA

BRADEN WINCHES HERCULES DUMPS FABCO DUAL DRIVES

August 25, 1959

DUE TO BETBEZE MANUFACTURINES-DISTRIBUTORS BY C. M. NORTHOUTT OF LOXLEY, ALABAMA:

BALANCE, INVOICE S A 4135 and A 4150 for EQUIPMENT

530.96

Costs for Collection Agency

106.19 \$ 637.15

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF AMOUNTS DUE THE UNDERSTEWED BY C. M. NORTHGUTT OF LOXIEY, ALABAMA, AND NO PAYMENTS ON THE ABOVE STATED BALANCE HAVE BEEN RECEIVED.

BETRIZE MANUFACTURERS_DISTRIBUTORS

Day.

PREDIME

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25th DAY OF AUGUST, 1959.

Notary Public, Mobile County, Ala. My Commission expires Dec. 9, 1961



3255 MOFFAT ROAD DIAL GA 6-8641 Delbege MANUFACTURERS - DISTRIBUTORS

P. O. BOX G CRICHTON STATION MOBILE, ALABAMA

G. M. NORTHCUTT

LOXLEY, ALABAMA

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TAYLOR WILKINS, Shariff

52 miles at Sheriff claims DEPUTY SHERIFF

Rasinton, ala.

720.4021

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

BETBEZE MFG. CO., an Alabama Corporation,

PLAINTIFF

VS:

C. M. NORTHCUTT,

DEFENDANT

OCT 24 1958

LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA