

J. A. PILGRIM, doing business as)
FOLEY BUILDING SUPPLY COMPANY,

Plaintiff,

-vs-

PHILLIP ICKLER,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY

Comes the Defendant in the above styled cause and for
answer to the Complaint and for each and every Count thereof,
separately and severally, says:-

1. That the allegations of the Complaint are untrue.

Wybark Reed & Cheson
Attorney for Defendant.

STATE OF ALABAMA)
BALDWIN COUNTY.)

IN THE CIRCUIT COURT-LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA.

You are hereby commanded to summon Philip Ickler 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 J. A. Pilgrim, doing business as Foley Building Supply Company.

Witness my hand this 4th day of June, 1931.

J. W. Rice
Clerk.

C O M P L A I N T

J. A. PILGRIM, Doing
Business as Foley Build-
ing Supply Company

PLAINTIFF

VS

PHILIP ICKLER

DEFENDANT

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

1. Plaintiff claims of the Defendant FIFTEEN HUNDRED & 00/100 (\$1500.00) DOLLARS, due by promissory note made by him on, to-wit: August 1, 1929, and payable February 1, 1930 to the order of Foley Building Supply Company, with interest thereon from August 1, 1929.
2. The Plaintiff further claims of the Defendant the further and additional sum of TWO HUNDRED FIFTY SEVEN & 85/100 (\$257.85) DOLLARS, due by promissory note made by him on, to-wit: August 1, 1929 and payable November 1, 1929 to the order of Foley Building Supply Company, with interest thereon from August 1, 1929.
3. Plaintiff further claims of the Defendant the further and additional sum of TWO HUNDRED & 00/100 (\$200.00) DOLLARS, due by promissory note made by him on, to-wit: August 1, 1929 and payable January 1, 1930 to the order of Foley Building Supply Company, with interest thereon from August 1, 1931.
4. Plaintiff alleges and avers that in, by and as a part of that note sued on in count #1 Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure said note including a reasonable attorney's fee and the plaintiff further claims of the Defendant the further and additional sum of ONE HUNDRED SEVENTY FIVE & 00/100 (\$175.00) DOLLARS as such reasonable attorney's fee.
5. Plaintiff further alleges and avers that in, by and as a part of that note sued on in count #2 Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure said note including a reasonable attorney's fee and the Plaintiff further claims of the Defendant the further and additional sum of THIRTY & 00/100 (\$30.00) DOLLARS as such reasonable attorney's fee.
6. Plaintiff further alleges and avers that in, by and as a part of that note sued on in count #3 Defendant agreed to pay all

costs of collecting or securing or attempting to collect or secure said note including a reasonable attorney's fee and the Plaintiff further claims of the Defendant the further and additional sum of TWENTY-FIVE & 00/100 (\$25.00) DOLLARS as such reasonable attorney's fee.

7. The Plaintiff further alleges and avers that in, by and as a part of each of said notes hereinabove sued on, the Defendant waived as to the debts evidenced thereby all right to exemption under the constitution and laws of Alabama as to personal property and of this waiver the Plaintiff now claims the benefit.

All of the above sums of money, together with interest thereon, are still due and unpaid.

Stanley M. Mager
Attorney for Plaintiff.