

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

February 26, 1960

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

Re: L. Irwin & Son
vs: Sidney C. Weeks
Case No. 4120

Dear Judge Hall:

Kindly enter a judgment in this case based on a promissory waive note, which is enclosed, in the amount of \$3,700.00, which includes interest and attorney's fee. I assume that Wilters & Brantley have not filed an answer within the twenty day period, which expired February 24th.

Irwins are very anxious to obtain a judgment in this case now and they do not believe that the defendant has any defense to the note and debt.

With best wishes, I am

Cordially yours,


FOREST A. CHRISTIAN

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon SIDNEY C. WEEKS 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 L. IRWIN & SON, a partnership.

Witness my hand this the 29 day of December, 1959.

Alfred L. Smith
Clerk

* * * * *

COMPLAINT

L. IRWIN & SON, a)	
partnership,)	
)	IN THE CIRCUIT COURT OF
PLAINTIFF)	
)	
VS:)	BALDWIN COUNTY, ALABAMA
)	
SIDNEY C. WEEKS,)	AT LAW
DEFENDANT)	

The plaintiff claims of the defendant TWO THOUSAND SIX HUNDRED FIFTY-SIX & 25/100 DOLLARS (\$2,656.25) due by promissory note made by him on the 11th day of April, 1956 and payable on the 11th day of October, 1956, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00).

FILED
DEC 29 1959
ALICE L. SMITH, CLERK
REGISTER

Alfred L. Smith
/Attorney for Plaintiff

Received 29 day of Dec 1959
and on 2 day of Jan 1960
I served a copy of the within Dec
on Sidney C. Weeks

By service on _____
TAYLOR WILKINS, Sheriff
By [Signature] D. S.

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

L. IRWIN & SON, a partnership,
PLAINTIFF

VS:
SIDNEY C. WEEKS,
DEFENDANT

FILED
DEC 29 1959
ALICE L. DICK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

L. IRWIN & SON,
A PARTNERSHIP

PLAINTIFF

VS

SIDNEY C. WEEKS

DEFENDANT

)
) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA,
)
) AT LAW
)
) NO. 4120
)
)

Comes now the Defendant in the above styled cause and demurs to
the Plaintiff's Complaint and for grounds therefor says:

1.

That the complaint fails to allege who composes the partnership
of L. Irwin & Son.

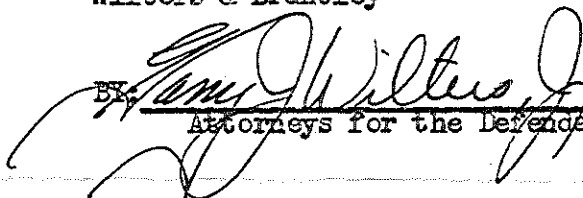
2.

The Complaint fails to allege the name of any of the partners of
L. Irwin & Son.

Wilters & Brantley

FILED
JAN 29 1960

ALICE J. DUCK, Clerk

BY  James Wilters, Jr.
Attorneys for the Defendant

4120

L. IRWIN & SON,
A PARTNERSHIP,

PLAINTIFF

VS

SIDNEY C. WEEKS

DEFENDANT

DEMURRER

FILED

JAN 29 1960

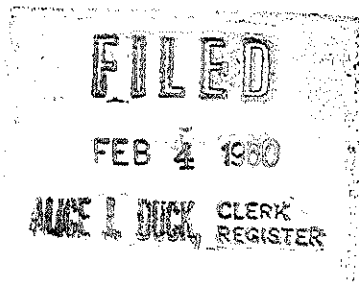
ALICE J. DUCK, Clerk

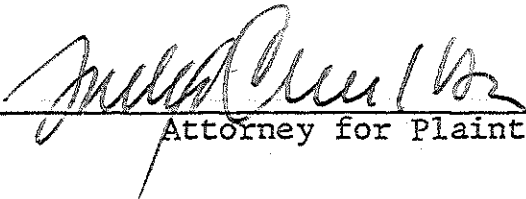
AMENDED COMPLAINT

L. IRWIN & SON, a partnership) composed of Lamar Irwin and) Francis Irwin,)		
PLAINTIFF)		IN THE CIRCUIT COURT OF
VS:)		BALDWIN COUNTY, ALABAMA
SIDNEY C. WEEKS,)		AT LAW
DEFENDANT)		CASE NO. 4120

The Plaintiff claims of the defendant TWO THOUSAND SIX HUNDRED FIFTY-SIX & 25/100 DOLLARS (\$2,656.25) due by promissory note made by him on the 11th day of April, 1956 and payable on the 11th day of October, 1956, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00).





Attorney for Plaintiff

AMENDED COMPLAINT

L. IRWIN & SON, a partnership
composed of Lamar Irwin and
Francis Irwin,

PLAINTIFF

VS:

SIDNEY C. WEEKS,

DEFENDANT

CASE NO. 4120

FILED

FEB 4 1960

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

4120

L. IRWIN & SON, a partnership
composed of Lamar Irwin and
Francis Irwin

PLAINTIFF

VS

SIDNEY C. WEEKS

DEFENDANT

ANSWER A

FILED

MAR 2 1960

ALICE J. DUCK, Clerk

\$

\$ 2656.25

Foley, Ala. 4-11

19 56

Six months

after date, without grace I promise to pay

to the order of L. Irwin & Son

Two thousand six hundred fifty-six -----25/100-----Dollars

for value received, with interest at 6 per cent. per annum from Date until paid.

PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Sidney C. W. W. W.

Seal

No.

Due 10-11-56

Seal

" Sidney C. Weeks

4-11-58

25

The endorers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

Interest Paid thru
Nov, 1956

STATE OF ALABAMA, BALDWIN COUNTY

Filed 3-11-59 8 A. M.

Recorded mk book 313 page 157
and I certify that the following Privilege Tax
has been paid.

Deed Tax 4.05

Mortgage Tax MR Stewart

Judge of Probate

By ls

m - 4.05
R - .90
4.95

L. Irwin & Son
Foley