

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Heggard R. Williams 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 Arthur W. Hyland, Jr. d/b/a Western Auto Associate Store.

Witness my hand, this the 8 day of January 1959.

Deane J. White
CLERK

ARTHUR W. HYLAND, JR. d/b/a
WESTERN AUTO ASSOCIATE STORE

Plaintiff

VS

HEGGARD R. WILLIAMS

Defendant

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 4126

I

Plaintiff claims of the Defendant the sum of TWO-HUNDRED SEVENTY-EIGHT and FORTY-TWO ONE-HUNDREDTHS (\$278.42) DOLLARS for breach of agreement entered into by him on the 27th day of July 1959, by which he promised to pay the said sum of TWO-HUNDRED NINETY-FIVE and FORTY-TWO ONE-HUNDREDTHS (\$295.42) DOLLARS at the rate of \$4.99 on the 18th day of August 1959 and \$12.00 on the 18th day of each month thereafter until fully paid, and the said agreement further provided that in the event of a default of any payment the unpaid balance should be immediately due and payable; that Defendant defaulted on September 18th, 1959; that Plaintiff declared the unpaid balance of TWO-HUNDRED SEVENTY-EIGHT and FORTY-TWO ONE-HUNDREDTHS (\$278.42) DOLLARS due and payable and made demand upon Defendant; that Defendant has failed to pay the said balance hence this suit.

Plaintiff further avers that the said agreement provided that in the event of a default Defendant would pay a reasonable attorney's fee which Plaintiff claims and Plaintiff further avers that \$41.50 is a reasonable attorney's fee.

CONDITIONAL SALES CONTRACT

The undersigned Seller hereby sells, and the undersigned Purchaser hereby purchases, subject to the terms and conditions hereinafter set forth, the property described below or in schedule attached hereto, delivery and acceptance of which is hereby acknowledged by purchaser, viz.:

Quan.	Stock Number	Description	Amount
		Installation of	11.47
		Car Contention	
		Tax	35
Total Amount of This Purchase \$ 14.43 (A + D)		Total Cash Price (A)	12.83
		Less Down Payment or Trade-in Allowance (B)	
Serial Numbers of Tires, Radios, Bicycles, etc.		Balance to Be Financed (C)	12.83
		Plus Finance Charge (D)	1.60
		Easy Payment Price Due on This Purchase (E)	14.43
		Amount due on Contract Dated 7-18-59 (F)	280.99
		Total Amount due on this Contract (E + F) (G)	295.42

Purchaser promises to pay Seller the Total Amount Due (G) as follows: In _____ installment payments.

\$ ~~12.83~~ ^{4.96} on the 18th day of August 1959 and \$12.00 on the 13th day of

each ☒ month ☐ week thereafter until fully paid. If this contract is placed with an attorney for collection, purchaser agrees to pay his fee not in excess of that permitted by law.

1. Title to said property shall not pass to the purchaser until said amount is fully paid in cash.

2. No transfer, renewal, extension or assignment of this contract, or any interest hereunder, or loss, injury, or destruction of said property shall release the purchaser from his obligation hereunder; the assignee shall be entitled to all the rights of the seller.

3. The purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer any interest in this contract or said property; shall not remove same from the state in which it is delivered to purchaser without seller's consent.

4. In the event purchaser defaults on any payment or fails to comply with any condition of this contract, or a proceeding in bankruptcy, receivership, or insolvency be instituted against the purchaser or his property, or the seller deems the unpaid balance to be insecure, the unpaid balance shall be immediately due and payable, at the option of the seller.

5. If the purchaser defaults in complying with the terms hereof, or the seller deems the unpaid balance to be insecure, the seller or any sheriff or other officer of the law may take immediate possession of said property without demand, including any equipment or accessories thereto, and for this purpose the seller may enter upon the premises where said property may be and remove same. The seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the purchaser (if given, notice by mail to address below being sufficient), with or without having such property at the place of sale, and upon such terms and in such manner as the seller may determine; the seller may bid at any public sale. From the proceeds of any such sale, the seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to the purchaser; in case of deficiency the purchaser shall pay the same with interest.

6. This contract covers all agreements between the parties.

Executed in triplicate, one copy of which was delivered to and retained by the purchaser, this 27th day of July, 1959.

WITNESSES:

Uthland
(Witness' Signature)

Richard B. Williams
(Purchaser's Signature)

Purchaser
Signs

Atty
(Witness' Signature)

By *Robert J. Williams*
(Seller's Signature)

Seller
Signs

WESTERN AUTO ASSOCIATE STORE

(Seller's Address—Street, Town, State)

II

The Plaintiff claims from the Defendant TWO-HUNDRED SEVENTY-EIGHT and FORTY-TWO ONE-HUNDREDTHS, (\$278.42) DOLLARS, due from him for the breach of an agreement entered into by him on the 27th day of July, 1959, a copy of which is attached hereto and made a part by reference as though fully set out, and which Defendant breached on September 18, 1959 by failing to make payment as provided by the said agreement. Plaintiff declared the whole of the sum due as provided by the said agreement and sues to recover same.

Plaintiff further claims the sum of \$41.50 as a reasonable attorney's fee as provided by said agreement.


Attorney for Plaintiff

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NUMBER: 41246

ARTHUR W. HYLAND, JR. a/b/a.
WESTERN AUTO SUPPLY STORE

Plaintiff

VS

HEGGARD R. WILLIAMS

Defendant

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

FILED
JAN 8 1960
ALICE I. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Received 8 day of Jan 1960
and on 20 day of Jan 1960
served a copy of the within BAC
on Heggard R. Williams

by service on _____
TAYLOR WILKINS, Sheriff
By W. A. Talbot, Jr.
Om

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ARTHUR W. HYLAND, JR.,
d/b/a Western Auto
Associate Store,

Plaintiff

VS

HEGGARD R. WILLIAMS,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

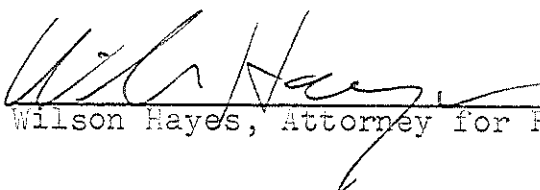
NO. 4126

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Comes now the Plaintiff in the above styled cause and for reply to Defendants plea says as follows:

1. That Defendant on divers occasions represented to Plaintiff his willingness to complete the terms of the said contract. That Plaintiff allowed Defendant time to bring his contract up to date by making payments according to the terms thereof but that Defendant, although allowed ample time to do so, never paid the contract up as he represented himself willing to do, where upon Plaintiff was compelled to file suit.

2. Plaintiff denies Defendants plea and demands strict proof thereof.


Wilson Hayes, Attorney for Plaintiff

ARTHUR W. HYLAND, JR.,)	IN THE CIRCUIT COURT OF
d/b/a Western Auto)	
Associate Store,)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	
vs.)	AT LAW. NO. 4126.
HEGGARD R. WILLIAMS,)	
Defendant.)	

MOTION TO SET ASIDE DEFAULT JUDGMENT:

Your Petitioner, Heggard R. Williams, who is the defendant in the above styled cause, respectfully represents and shows unto this Court and your Honor as follows:

1. The Plaintiff on January 8, 1960, filed a summons and complaint in this cause, which was duly served on the Defendant on January 20, 1960. On January 22, 1960, petitioner employed James R. Owen, Attorney at Law, to represent him in this cause and delivered to him a copy of the said summons and complaint.

2. Petitioner further avers that through no fault of his own the said attorney did not file pleadings in said cause and a judgment by default has been entered against him.

3. Petitioner further avers that he has meritorious defense to said cause of action; that the judgment was entered against him without notice or knowledge on his part, and was prevented from making defense without fault on his part.

WHEREFORE, petitioner prays that the court will give notice of the filing of this petition and will give the plaintiff's attorney ten days notice of the time and place where this petition will be heard and that upon a hearing hereof that this court will make and enter an order setting aside the judgment in this cause.


Attorney for Petitioner.

ORDER:

This petition having been filed on this day, it is hereby ordered that said petition be set on March 2, 1960, at ten

o'clock A.M. in my office in Bay Minette, Alabama.

ORDERED on this the 26 day of February, 1960.

Valent M. Stree

Judge.

3/2/60. Note to set out. more
gravel John M. Stree

417-6

FILED
FEB 26 1980
FBI - DUK CLERK
REGISTER

ARTHUR W. HYLAND, JR.,
d/b/a Western Auto
Associate Store,

Plaintiff,

vs.

HEGGARD R. WILLIAMS,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

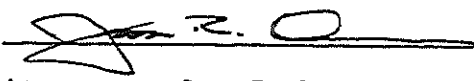
AT LAW.

NO. 4126.

DEMURRER:

Now comes the Defendant in the above styled cause and demurs to the complaint heretofore filed in said cause and to each and every count thereof, separately and severally, and assigns the following, separately and severally:

1. The said counts fail to state a cause of action.
2. The said counts refer to a written agreement dated July 27, 1959, in the amount of \$295.42, but does not attach a copy of the said agreement to the complaint.
3. It affirmatively appears that the agreement entered into between the plaintiff and the defendant on July 27, 1959, was in the amount of \$12.83.


Attorney for Defendant.

FILED
APR 29 1960

ALICE J. DUCK, Clerk

4126

FILED

APR 29 1960

ALICE J. DUCK, Clerk

ARTHUR W. HYLAND, JR.,
d/b/a Western Auto
Associate Store,

Plaintiff,

vs.

HEGGARD R. WILLIAMS,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 4126.

PLEAS:

Now comes the Defendant in the above styled cause and for plea to the complaint heretofore filed in this cause and each count thereof, separately and severally, assigns the following separately and severally:

1. The allegations of the Complaint are not true.
2. The Defendant, for answer to said complaint says that he has paid the debt for the recovery of which this suit was brought before the action was commenced.
3. The Defendant, for answer to the complaint says that he is, and always has been ready and willing to perform his contract with the Plaintiff and offered to do so before the action was commenced.
4. The Defendant, for answer to the complaint says that he is and always has been ready and willing to deliver the chattles in suit and offered to do so before the action was commenced.


Attorney for Defendant.

FILED
JUN 17 1960
ALICE J. DUCK, Clerk

ARTHUR W. HYLAND, JR.,
d/b/a Western Auto
Associate Store,

Plaintiff

VS

HEGGARD R. WILLIAMS,
Defendant

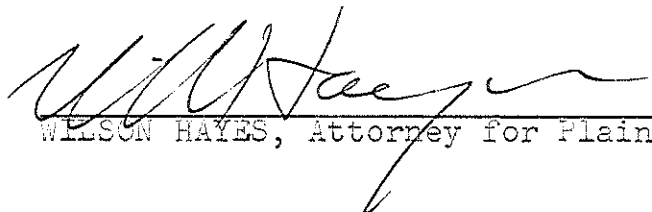
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4126

Comes now the Plaintiff in the above styled cause and demurs to the answer of Defendant heretofore filed on June 17, 1960 and to each and every count thereof, seperately and severally, and assigns the following seperately and severally:

1. The plea states no defense to the action.
2. Defendants plea does not comply with Section 228, Title 7, Alabama Code of 1940 in that he fails to make deposit with the Clerk.
3. Defendants plea is immaterial.
4. The plea answers action for the recovery of chattels and the action is based upon a special agreement.


WILSON HAYES, Attorney for Plaintiff