

JOE REDDING, PLAINTIFF,  
VS.  
W. A. STODDARD, DEFENDANT.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY.

The defendant, as a defense to the action of plaintiff, says that, at the time said action was commenced, W. W. Lostutter, to whom was given the instrument relied upon by plaintiff as the basis of his suit, was indebted to defendant in the sum of Sixty Dollars as damages, for that, heretofore, on to-wit, February 18th, 1915, said Lostutter made a certain contract in writing with defendant, in words and figures as follows:

"Robertsdale, Ala., Feb. 18th, 1915.

Bought from W. W. Lostutter 600 bushels saleable corn---to be no rotten ends on ears--- delivered at Robertsdale warehouse in September (not later) 1915, @ 60¢ per bushel of 70 pounds.

W. W. Lostutter.  
W. A. Stoddard.

Witness:  
Joe Sinnett;"

The Defendant alleges that he was at all times ready, able and willing to receive and pay for said corn at the time said Lostutter contracted to deliver the same, but that Lostutter wholly failed and refused to deliver said corn or any part thereof in accordance with the terms of his contract. Defendant says further that he has suffered damages in the amount of Sixty Dollars by virtue of Lostutter's failure to carry out said contract, for that, at the time Lostutter contracted to deliver said corn, it was worth and selling at 70¢ per bushel at Robertsdale, Alabama, 10¢ more per bushel than defendant had contracted to pay Lostutter therefor, which said sum of Sixty Dollars, or such part thereof as may be necessary to satisfy plaintiff's demand, defendant offers to set-off against the claim of plaintiff.

2nd. The defendant, as a further defense to the action of plaintiff, says that at the time said action was commenced, W. W. Lostutter, to whom was given the instrument relied upon by plaintiff as the basis of his suit, was indebted to defendant in the sum of Sixty Dollars, together with interest thereon from to-wit, October 1st, 1915, for that heretofore, on February 18th, 1915, W. W. Lostutter contracted in writing to sell and deliver to defendant at defendant's warehouse in Robertsdale, Alabama, during September, 1915, 600 bushels of saleable corn at the price of 60¢ per bushel, and defendant alleges that, at the time said Lostutter agreed to deliver said corn, the price of corn at Robertsdale, Alabama was 70¢ per bushel, and defendant further alleges that said W. W. Lostutter wholly failed to deliver any of said corn, although defendant was at all times ready, able and willing to receive and pay for the same, wherefore defendant has sustained damages in the amount of 10¢ per bushel upon the 600 bushels of corn contracted to be delivered, amounting to Sixty Dollars, together with interest thereon, which he hereby offers to set-off against the demands of the plaintiff.

3rd. The defendant, as a further defense to the action of plaintiff, says that, at the time said action was commenced, W. W. Lostutter, to whom was given the instrument relied upon by plaintiff as the basis of his suit, was indebted to defendant in the sum of Eighty-four Dollars, together with interest thereon, as damages, for that, heretofore on to-wit, February 18th, 1915, W. W. Lostutter contracted in writing with defendant at Robertsdale, Alabama to sell and deliver to defendant at his warehouse in Robertsdale, Alabama in September, 1915, not later, 600 bushels of saleable corn at the price of 60¢ per bushel, and defendant alleges further that he had a contract for the sale of said corn to Cleveland Brothers of Mobile, Alabama at the price of 74¢ per bushel, which was known to W. W. Lostutter at the time of the making of his contract with defendant. Defendant further alleges, however, that said Lostutter did not deliver any of said corn, although defendant was at all times ready, able and willing to receive and pay for the same, Wherefore defendant has suffered damages in the amount of Eighty-four

Dollars, together with interest thereon, which has not been paid a which he hereby offers to setoff against the demands of plaintiff.

4th. The defendant, as a further defense to the action of plaintiff, says that, at the time said action was commenced, plaintiff was indebted to him in the sum of Thirty-five Dollars, in that plaintiff on to-wit, the \_\_\_\_\_ day of \_\_\_\_\_ 1915, made a verbal contract with defendant for the delivery of defendant's crop of cucumbers for the year, 1915 at the rate of 85¢ per hamper for cucumbers delivered the first week in \_\_\_\_\_, 65¢ per hamper for cucumbers delivered the second week, and 55¢ for the two subsequent weeks. Defendant further avers that he made delivery, as agreed, during the first week of \_\_\_\_\_ hampers of cucumbers, from which plaintiff deducted 2¢ per hamper. Defendant further avers that he made delivery of \_\_\_\_\_ hampers of cucumbers the second week at the rate of \_\_\_\_\_ per hamper, for which he has not been paid; all to defendant's damage in the sum of Thirty-five Dollars, which he hereby offers to set-off against the demands of the plaintiff.

5th. The defendant, as a further defense to the action of the plaintiff, says that at the time said action was commenced, the plaintiff was indebted to him in the sum of Thirty-five Dollars for merchandise, goods and chattels sold by defendant to plaintiff on to-wit, the \_\_\_\_\_ day of \_\_\_\_\_ 1915, which sum with the interest thereon, he hereby offers to set-off against the demands of the plaintiff, and claims judgment for<sup>the</sup> exc<sup>the</sup>.

6th. The defendant, as a further defense to the action of the plaintiff, says that, at the time said action was commence plaintiff was indebted to him in the sum of Thirty-five Dollars due by an account on to-wit, the \_\_\_\_\_ day of \_\_\_\_\_ 1915, which amount, with the interest thereon, he hereby offers to set-off against the demands of the plaintiff, and claims judgment for the excess.

7th. Defendant further pleads THE GENERAL ISSUE.

Attorneys for Defendant.

NO. \_\_\_\_\_.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY.

JOE REDDING  
VS  
W. A. STODDARD.

PLEAS.

*Filed Nov. 21*

*1916*

*Prothonotary*

*Clary*

Rickarby, Austill & Beebe,  
Attorneys for Defendant

State of Alabama

Baldwin County

This 29th day of April, 1916, having been appointed  
this day for the hearing of Joe. Rading vs W.A. Stoddard,  
defendant for recovery, \$41.75 alleged by plaintiff as being  
on a due bill by the defendant.

this Court after hereing all ovedence in this case renderd  
a judgment in favor of the plaintiff,

The defendant appeals from a judgment renderd in this court  
to the Circuit Court of Baldwin County Bond Fixed at \$91.10

A. J. Herbert  
J. S.

Docked

Before me Andrew. JAubert. a Justice of the  
Peace in and for Baldwin County, State of  
Alabama,

Joe. Reding.

vs

W.A. Stoddard.

Proceedings had

Date 1916

April 11th Summons and Complaint issued  
to A.Nix Constable

Defendant, and delivered to W.A. Stoddard,

April 17th This day came the parties in  
person at whose instance trial was had,

April 20th Comes the Defendant W. A. Stoddard  
and pays. an appeal. to the Circuit Court  
of Baldwin County, Ala. which is granted on  
his entering into bond with good and suf-  
ficient surety,

*A. Aubert*  
*J.P.*

Joe Redding

Plaintiff.

CIRCUIT COURT,

vs

Baldwin County, Alabama.

W. A. Stoddard.

Defendant.

1st. The Plaintiff claims of the defendant Forty and 00/100 Dollars due by and instrument in writing in words and figures as follows: "Robertsdale, Alabama, 5/18/1915, Bought from W. W. Lostutter one Jersey cow & calf at ~~si~~ \$60.00 note of W. W. Lostutter for C. S. Meal \$20.25 to be deducted and balance paid on or before Sept. 18, 1915. W. A. Stoddard. Balance \$40.00" which said instrument in writing is the property of the plaintiff, together with the interest thereon from the 18th day of September, 1915.

2nd. The plaintiff claims of the defendant the further sum of Forty and 00/100 Dollars due by an account from the defendant to W. W. Lostutter on to-wit: September 18th, 1915, together with the interest thereon, which account is the property of the plaintiff.

3rd. The plaintiff claims of the defendant the further sum of Forty and 00/100 Dollars balance due for one jersey cow and calf purchased by the defendant from W. W. Lostutter on to-wit: May 18, 1915, together with the interest thereon from the 18th day of September, 1915; and the plaintiff avers that the demand sued upon is the property of the plaintiff.

PAGE & MOORER,

Attorneys for Plaintiff.

The State of Alabama, }  
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, That we W. D. Stoddard

are held and firmly bound unto

Joe Reding

in the sum of

Ninety One and  $\frac{10}{100}$

Dollars,

for the payment of which well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, and we each of us waive our rights to exemption under the Constitution and Laws of Alabama, as against this bond.

The Condition of the above obligation is such, that if the above bound W. D. Stoddard

shall prosecute to effect an appeal by him taken this day to the next term of the Circuit  
 Court of Baldwin County from a judgment rendered against him in favor of said

by

Joe Reding  
Andrew J. Robert

a Justice of the Peace for said County,

for the sum of

Forty One and  $\frac{75}{100}$

Dollars

debt, and

Three and  $\frac{80}{100}$

Dollars cost; or, if he fail in said

appeal, shall pay such judgment, both as to debt and costs, as may be rendered against him by the said

Circuit

Court of Baldwin County

, then, in either

of said events, this obligation to be void; otherwise to remain in full force and effect.

Given under our hands and seals, this the 20<sup>th</sup> day of April, 1906.

W. D. Stoddard

(L. S.)

(L. S.)

(L. S.)

(L. S.)

Approved:

Andrew J. Robert  
 Justice of the Peace.



2nd

The State of Alabama,  
County.

JUSTICE COURT OF

Andrew J. Herbert

APPEAL BOND

Joe Reding  
Plaintiff.

vs.

W. D. Staddard

Defendant.

Filed for  
recognition  
etc

Summons and Complaint.

JUSTICE COURT.

State of Alabama,

Baldwin County.

To Any Constable of Baldwin County Greeting:

You are hereby commanded to summon

Andrew J. Aubert J. P.

W. A. Stoddard

to appear before

me

the undersigned

Justice of the Peace at my office, at

Robertdale Ala

in said county and state, at

3

o'clock, on the

17<sup>th</sup>

day of

April

1916

and then and there to answer the complaint of

Joe Redding

as

set forth below, and then and there have this writ with due return thereon.

Witness my hand this

11<sup>th</sup>

day

April

1916

Andrew J. Aubert

Justice of the Peace,  
Baldwin County, Alabama.

COMPLAINT.

In case of

Joe Redding

Plaintiff.

Baldwin County, Ala.

Versus

Court of

Andrew J. Aubert

J. P.

W. A. Stoddard Defendant.

The Plaintiff claims of the defendant the sum of \$

41.75

as per the following:

on new bill

Joe Redding

Plaintiff.

Received April 11<sup>th</sup> 1916

A. Mix Constable

I have executed this Writ

this April 11<sup>th</sup> 1916

by leaving a copy of the within sum-  
mons and Complaint with

Samuel R. R. R. R.

April 11/1916

A. Mix Constable

12<sup>th</sup>  
**The State of Alabama,**  
**BALDWIN COUNTY.**

**JUSTICE COURT.**

J. P.

Joe Redding  
vs

Plaintiff

W. A. Stoddard

Defendant

**SUMMONS AND COMPLAINT.**

Filed April 11<sup>th</sup> 1916

Andrew J. Roberts Justice

Defendant lives at

Robertsville Ala

Plaintiff's Attorney

Defendant's Attorney

Times Print—Bay Minette, Ala.

Filed Apr 22/1916  
W. A. Stoddard  
clerk