

D. P. EDDINS, F. M. HALL,
A. D. STAPLETON, WILLIAM
DRYER JR.,

Plaintiffs,

-vs-

V. J. ALLEGRI,

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 filed in said cause. and to each and
every count thereof, separately and severally, says:

1. That the allegations of the Complaint are untrue.

Hyatt, Head & Shuman
Attorneys for Defendant.

Defendant demands trial of
this cause by Jury.

Hyatt, Head & Shuman
Attorneys for Defendant.

STATE OF ALABAMA

IN CIRCUIT COURT

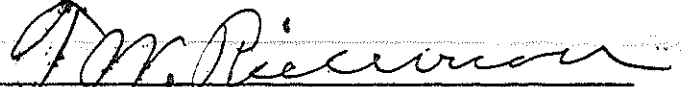
COUNTY OF BALDWIN

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon V. J. Allegri 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 D. P. Eddins, F. M. Hall, A. D. Stapleton and Wm. Dryer, Jr.

Witness my hand this 5th day of October, 1931.


Clerk of Circuit Court.

D. P. EDDINS, F. M. HALL,
A. D. STAPLETON, WM. DRYER, JR.,
Plaintiffs.

vs.

C O M P L A I N T

V. J. ALLEGRI, Defendant.

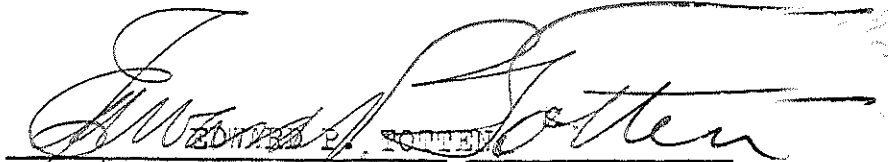
Plaintiffs claim of defendant the sum of \$1,386.65 together with legal interest on such sum from July 1st, 1930, due by promissory note made and given on July 1st, 1930, and due October 1st, 1930, to the Bank of Fairhope, a Corporation, of which said note the plaintiffs are the assignees and the owners and holders in good faith and for value, and plaintiffs allege that said note has not been paid but that the amount stated, with interest, is now due and owing from the defendant to the plaintiffs.

The plaintiffs allege and aver that in and by and as a part of such promissory note the defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee; that the said note was not paid when due and the plaintiffs claim of the defendant the further and additional sum of \$225.00 as such attorney's fee, together with all the costs of proceedings.

The plaintiffs allege and aver that in and by and as a part of said promissory note the defendant waived as to the indebtedness represented thereby all right to exemption of his personal property under the Constitution and Laws of Alabama or any other state and of this waiver the plaintiffs now and herein claim the benefit.

Wherefore, plaintiffs pray judgment against the defendant.

Dated this 3rd day of October, 1931.


Attorney for Plaintiffs