

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 J. A. Pilgrim 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 Gustave Nass.

Witness my hand this 20<sup>th</sup> day of October, 1931.

J. A. Pilgrim

COMPLAINT.

GUSTAVE NASS,

Plaintiff,

-vs-

J. A. PILGRIM,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

COUNT 1: The Plaintiff claims of the Defendant Fifty-eight Dollars & 20/100 Dollars (\$58.20) due from him by account on, to-wit, August 6th, 1931.

COUNT 2: Plaintiff further claims of the Defendant Fifty-eight & 20/100 Dollars (\$58.20) due from him on account stated between the Plaintiff and the Defendant on, to-wit, September 1st, 1931.

COUNT 3: Plaintiff further claims of the Defendant Fifty-eight & 20/100 Dollars (\$58.20) due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit, the 6th day of August, 1931.

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

Hyatt, Heard & Pherson  
Attorneys for Plaintiff.

*An Itinerary Verified  
Statement of the  
Account here sued  
on is attached hereto  
and made a part  
hereof.  
Hyatt, Heard & Pherson  
Attys for Pla.*

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, the undersigned authority in and for said State and County, personally appeared Gustave Nass, who is known to me and who after being by me first duly and legally sworn doth depose and say under oath as follows:

That his name is Gustave Nass; that he is the Plaintiff in that certain cause wherein Gustave Nass is Plaintiff and J. A. Pilgrim is Defendant; that he has personal knowledge of the account here sued on and that the same is true and correct in all respects after allowing all just credits and discounts.

Gustave Nass

Sworn to and subscribed before me, a Notary Public whose seal is hereto affixed, this 20<sup>th</sup> day of October, 1931.

L. Lindoefer  
Notary Public, Baldwin County,  
State of Alabama.

GENERAL PRODUCE

ELBERTA ALA. Oct. 16th. 1931

J. A. Pilgrim.  
Foley, Ala.

Dear Sir:

Statement of your account shows that  
there is due me the sum of \$58.20 as follows:

97 hampers sweet <sup>Potatoes</sup> delivered Aug. 6th. 1931  
@ 60 cents ----- \$58.20.

*G. Nass*  
G. Nass.  
Elberta, Ala.

GUSTAVE NASS,  
PLAINTIFF,  
VS  
J. A. PILGRIM,  
DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

PLEAS OF DEFENDANT

Comes now the Defendant and for answer to the Complaint of the Plaintiff and to each and every Count thereof, separately and severally, says:

1. That the allegations of the Complaint are untrue.

2. For further answer to the Complaint and to each and every Count thereof, separately and severally, the Defendant avers that on or about the 6th day of August, 1931 Defendant was engaged in loading and shipping sweet potatoes grown by him at the station of the L & N R. R. Co. in Foley, Alabama and had a freight car loaded with three hundred forty eight (348) hampers of his own sweet potatoes but did not have quite enough potatoes dug and on hand to make a full car load which is four hundred forty-five (445) hampers. That Plaintiff was on said date engaged in buying sweet potatoes and shipping the same to market and had finished his loading for the day and had potatoes left over which he could not ship on that day and under these circumstances Defendant approached Plaintiff and inquired if he would care to load enough of his potatoes to complete the car load in Defendant's car. That Defendant then stated to Plaintiff that he did not want to buy any potatoes as he had more than he knew what to do with but that if Plaintiff would furnish ninety-seven (97) hampers of potatoes, enough to fill out Defendant's car, that Defendant would ship them to market and pay Plaintiff for them according to the net returns from the sale of such potatoes received by Defendant. That Plaintiff agreed and accepted such proposition or offer of the Defendant and delivered said potatoes to the Defendant who accepted the same under the express understanding and agreement herein referred to.

That Defendant shipped said potatoes to market; consigned

to an established and reputable potato broker and the same were sold on the market in the usual course of business and the Defendant received net returns, after the deduction of broker's commission, freight and other usual charges in the total amount of EIGHTY\*THREE & 70/100 (\$83.70) DOLLARS for said four hundred forty-five (445) hampers of sweet potatoes, being a net return of \$.188 cent per hamper.

That under the agreement with the Plaintiff the defendant is due to pay to the Plaintiff the sum of \$.188 per hamper for the ninety-seven (97) hampers so delivered to Defendant or a total sum of EIGHTEEN & 24/100 (\$18.24) DOLLARS.

That Defendant has many times offered to Plaintiff said amount of EIGHTEEN & 24/100 (\$18.24) DOLLARS and is now and at all times has been ready, willing and able to pay said sum and Defendant hereby tenders into court said sum of EIGHTEEN & 24/100 (\$18.24) DOLLARS for the Plaintiff in full settlement of his said indebtedness to the Plaintiff.

Stacy D. Magney

GUSTAVE NASS,

PLAINTIFF

VS

J. A. PILGRIM,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

LAW SIDE

AFFIDAVIT

STATE OF ALABAMA )

BALDWIN COUNTY. )

J. A. Pilgrim, being first duly sworn, on his oath deposes and says: That he is the above named Defendant; that the itemized and verified statement of account attached to the Complaint in the above entitled cause is incorrect, and this Affiant denies the correctness of said account, in this, that the ninety-seven (97) hampers of sweet potatoes received by the Defendant from the Plaintiff, which receipt is hereby acknowledged, were not sold by the Plaintiff to the Defendant for the sum of sixty (60) cents per hamper or for any other price; that said sweet potatoes were delivered by the Plaintiff and received and accepted by the Defendant under an express oral agreement between Plaintiff and Defendant that Plaintiff would ship said potatoes on consignment to the market along with other potatoes belonging to the Defendant and at that time loaded into the car for shipment and that Defendant would account to Plaintiff for and pay to Plaintiff whatever price should be received by Defendant for said potatoes.

That said car contained a total of four hundred forty-five (445) hampers of sweet potatoes of which three hundred forty-eight (348) belonged to the Defendant and ninety-seven (97) to the Plaintiff and Defendant avers that he received for said four hundred forty-five (445) hampers of potatoes, after the deduction of broker's commission, freight and other charges, the net sum of EIGHTY-THREE & 70/100 (\$83.70) DOLLARS or a net return of \$.188<sup>per hamper</sup> and that the ninety-seven (97) hampers of potatoes belonging to the Plaintiff brought to the Defendant a net return of EIGHTEEN DOLLARS & 24/100 (\$18.24) which said amount Defendants admits that he owes to the

Plaintiff.

J. A. Quinn

Subscribed in my presence and sworn to before me this  
21-day of November, 1931.

Anthony J. Quinn  
Notary Public, Quinn County, Ark.  
Oct 21-1931

RECEIVED  
NOV 21 1931  
QUINN COUNTY, ARKANSAS

CHAS. W. QUINN

RECEIVED

AD

W. V. QUINN

RECEIVED

RECEIVED  
NOV 21 1931  
QUINN COUNTY, ARKANSAS

RECEIVED

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

GUSTAVE NASS,

PLAINTIFF

VS

J. A. PILGRIM

DEFENDANT

*Filed Nov 24/93/*  
*J. M. Beaman*  
*Clerk.*

AFFIDAVIT.