

The State of Alabama, Baldwin County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon

the Central Chevrolet Company, a corporation,

to appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer, or demur, within thirty days from service hereof to the complaint of

Calvin McGee

Witness this 5th day of

March, 1932

J. M. McInnis, Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD, ANSWER OR DEMUR WITHIN THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT.

COMPLAINT

Calvin McGee

VS.

The
Central Chevrolet Company a
Corporation

Plaintiff

Defendant

1st.

And the Plaintiff claims of the Defendant

fifty Dollars, due from him by account on to wit the 20th day of April 1931, which sum of money is still due and unpaid.

2. The plaintiff ~~claims~~ claims of the defendant the further sum of fifty dollars for money received by the defendant to the use of the plaintiff on the 20th day of April, 1931, which sum of money with the interest thereon is still due and unpaid.

3. The plaintiff claims of the defendant the further sum of fifty ~~dollars~~ ^{as damages} dollars for the breach of an agreement entered into by the defendant with the plaintiff on the 20th day of April, 1931, in substance as follows: Said defendant on the 20th day of April, 1931, by its agent, servant or employee Chas. R. Ward, sold to the plaintiff one Sedan Mark automobile at the purchase price of \$50 cash and ten deferred payments of \$16 each payable monthly and consecutively from the date of said

sale of said automobile to plaintiff and as part of the consideration in the trade or contract aforesaid or agreement defendant took in one Word Sedan automobile, then belonging to the plaintiff and which

No. _____
The State of Alabama,
County _____
CIRCUIT COURT
Plaintiff
Calvin McKee
vs.
Defendant
Cent. of Chevrolet Company
Summons and Complaint
Filed this *March* day of *1932*
Clerk.
A. Jenkins
Plaintiff's Attorney.

Received this _____ day
of _____, 19____, Sheriff.
Executed this _____ day
of _____, 19____, by
leaving a copy of the within Summons and Com-
plaint with
Defendant
Sheriff.

No. _____
The State of Alabama,
County _____
CIRCUIT COURT
Plaintiff
Calvin McKee
vs.
Defendant
Cent. of Chevrolet Company
Summons and Complaint
Filed this *March* day of *1932*
Clerk.
A. Jenkins
Plaintiff's Attorney.

(Box 608-2) MARSHALL & BRUCE CO., NASHVILLE

the purchase by the plaintiff of defendant's said Sedan Nash Automobile and plaintiff avers that by the terms of said oral agreement^{or contract} of said date of April 20th, 1931, aforesaid, defendant's agent or salesman, the said Ward, was to come back to the home of plaintiff near Uriah, Alabama, and bring the notes, which the plaintiff had agreed to sign for the ten deferred payments in the purchase price of the said Sedan Nash automobile on the following Friday, April 24th, 1931, as per the terms of the contract and agreement of sale of date April 20th, 1931, aforesaid, between the plaintiff and the defendant by and through its said agent or salesman the said *Chas A* Ward.

Plaintiff avers that pending the return of said *Chas A* Ward with the notes he was to bring back with him on April 24th, 1931, the defendant's agent and salesman, said Ward, left the Sedan Nash automobile in plaintiff's possession at his home near Uriah, Alabama. Plaintiff avers that he paid the defendant through its agent and salesman the said *Chas A* Ward the sum of fifty dollars in cash and ~~turned~~ over to said defendant's agent or salesman a Ford Sedan automobile worth reasonably \$75 and performed his part of the sale or agreement^{of} contract of sale of said date April 20th, 1931, in so far as he was able to do or allowed by the defendant to so do and plaintiff avers he was at all times, since said agreement of towit April 20th, 1931 was made, by and between the plaintiff and the defendant, willing, ready and waiting to perform his part of said agreement or contract and still stands ready, willing and waiting to perform his part of said agreement or contract aforesaid and plaintiff avers he has been at all times able and is still able to comply with all of the stipulations to be performed by him as were provided for by said agreement for him to perform and all of its stipulations thereof provided for him to perform by the terms of said agreement or contract; but plaintiff avers that he was prevented from the further complying with the terms of the contract by reason of the defendant's breach of the contract or agreement in this; that on April 22nd, 1931, defendant's agent or salesman the said *Chas A* Ward came to plaintiff's home and in his absence and without his consent or permission took away said Sedan Nash automobile and refused to carry out the contract further, though plaintiff went to defendant's office at Bay Minette and demanded that it so comply with its said contract and agreement as made by its agent and salesman on April 20th, 1931, or else return to him the fifty dollars paid by the plaintiff on said contract and agreement of sale of said Sedan Nash automobile.

plaintiff turned over to the defendant through its agent, said Ward, on the 20th day of April 1931, at the time of the said agreement of the purchase by the plaintiff of defendant's said Sedan Nash Automobile and plaintiff avers that by the terms of said oral agreement^{or contract} of said date of April 20th, 1931, aforesaid, defendant's agent or salesman, the said Ward, was to come back to the home of plaintiff near Uriah, Alabama, and bring the notes, which the plaintiff had agreed to sign for the ten deferred payments in the purchase price of the said Sedan Nash automobile on the following Friday, April 24th, 1931, as per the terms of the contract and agreement of sale of date April 20th, 1931, aforesaid, between the plaintiff and the defendant by and ~~th~~through its said agent or salesman the said Chas A Ward.

Plaintiff avers that pending the return of said Chas A Ward with the notes he was to bring back with him on April 24th, 1931, the defendant's agent and salesman, said Ward, left the Sedan Nash automobile in plaintiff's possession at his home near Uriah, Alabama. Plaintiff avers that he paid the defendant through its agent and salesman the said Chas A Ward the sum of fifty dollars in cash and ~~turned~~^{returned} over to said defendant's agent or salesman a Ford Sedan automobile worth reasonably \$75 and performed his part of the sale or agreement~~of~~ contract of sale of said date April 20th, 1931, in so far as he was able to do or allowed by the defendant to so do and plaintiff avers he was at all times, since said agreement of towit April 20th, 1931 was made, by and between the plaintiff and the defendant, willing, ready and waiting to perform his part of said agreement or contract and still stands ready, willing and waiting to perform his part of said agreement or contract aforesaid and plaintiff avers he has been at all times able and is still able to comply with all of the stipulations to be performed by him as were provided for by said agreement for him to perform and all of its stipulations thereof provided for him to perform by the terms of said agreement or contract; but plaintiff avers that he was prevented from the further complying with the terms of the contract by reason of the defendant's breach of the contract or agreement in this; that on April 22nd, 1931, defendant's agent or salesman the said Chas A Ward came to plaintiff's home and in his absence and without his consent or permission took away said Sedan Nash automobile and refused to carry out the contract further, though plaintiff went to defendant's office at Bay Minette and demanded that it so comply with its said contract and agreement as made by its agent and salesman on April 20th, 1931, or else return to him the fifty dollars paid by the plaintiff on said contract and agreement of sale of said Sedan Nash automobile.

And plaintiff avers that defendant refused to carry out its part of said contract or agreement aforesaid and refused and failed to give back to plaintiff the fifty dollars cash payment in the sale of said Sedan Nash automobile and refused to let plaintiff proceed further with his carrying out of his said agreement of April 30th, 1931 aforesaid, except upon a cash payment of \$150 more and plaintiff avers that defendant breached its contract aforesaid and thus prevented plaintiff from carrying out his part of said contract by so doing and in so doing prevented ~~prevented~~ the plaintiff from any further carrying out and complying with the terms of the contract which were on his part to have been performed and plaintiff avers that by reason of defendant's breach aforesaid - ~~plaintiff~~ he claims damages in the sum of fifty dollars, which money he lost because of defendant's breach of contract aforesaid.

And plaintiff avers that although he has complied with all the provisions of the agreement on his part, except wherein he was prevented by the defendant from so doing, the defendant has failed to comply with the following provisions:
Viz: to deliver and turn over to the plaintiff as per terms of said contract the one Sedan Nash Automobile, which ~~was~~ by the contract of sale was to have been turned over to him and has failed to allow him to sign the notes for the deferred payments for said automobile in accordance with the terms and stipulations of the contract or agreement of date aforesaid April 30th, 1931, which was made between the plaintiff and the defendant.

S. C. Jenkins

Attorney for the Plaintiff .

The State of Alabama, _____ County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon _____

to appear in the Circuit Court of _____ County, Alabama, at the place of holding the same and plead, answer, or demur, within thirty days from service hereof to the complaint of _____

Witness this _____ day of _____, 19 _____

_____, Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD, ANSWER OR DEMUR WITHIN THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT.

COMPLAINT

VS.

Plaintiff _____

Defendant _____

And the Plaintiff _____ claim _____ of the Defendant _____

_____, Dollars, due

original

RECORDED

The State of Alabama

County

CIRCUIT COURT

Calvin McGee

Plaintiff

vs.

Central Chevrolet
Company

Defendant

Summons and Complaint

Filed this 8th day of

March

1932

T. W. McQueen

Clerk

A. Jenkins

Plaintiff's Attorney

Received this _____ day

of _____, 19____

_____, Sheriff.

Executed this 7th day

of _____, 1932, by

leaving a copy of the within Summons and Com-
plaint with

R. J. Riley as Secretary
of Central Chev. Co

Defendant

W. R. Stewart

Sheriff.

The State of Alabama,

COUNTY

To the Sheriff of _____ County:

Whereas, the Plaintiff..... in the within stated
cause ha..... made affidavit and given bond as
required by law, you are hereby required to
take the property mentioned in the complaint
into your possession, unless the Defendant.....
give..... bond payable to the Plaintiff..... with
sufficient surety in double the amount of the
value of the property, with condition that if the
Defendant

cost in the suit,.....
within thirty days thereafter, deliver the property
to the Plaintiff....., and pay all costs and damages
which may accrue from the detention thereof.

_____, Clerk.

1932 Aug 20
1931

858.00
22 1/2
80 9 1/3
22
694
6.16
856.16
1932-1-31
2281 4-20
9-10
93

CALVIN McGEE,

Plaintiff,

-vs-

CENTRAL CHEVROLET COMPANY,
A Corporation,

Defendant.

IN THE CIRCUIT COURT--LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Comes the Defendant in the above styled cause and demurs to the Complaint filed in said cause, and as grounds thereof, separately and severally, assigns the following:

1. For that said Complaint does not allege that Charles A. Ward, as Agent, servant, or employee of Defendant, was acting in the line and scope of his authority.

2. For that in Count 3 of said Complaint, Plaintiff does not allege that he has not breached the terms of said Agreement or Contract referred to in said Count.

3. For that said Complaint is vague and indefinite and the Defendant cannot ascertain from said Complaint what ~~it~~ is called upon to answer.

4. For that in "Count 3" of said Complaint the Plaintiff alleged that "as a part of the consideration in the trade or contract aforesaid, or agreement, Defendant took in one Ford Sedan Automobile then belonging to the Plaintiff, and which Plaintiff turned over to the Defendant", and said Complaint does not allege the value of this consideration or what it was agreed upon that same should be.

5. For that said Complaint does not allege when the said Plaintiff turned over to the said Charles A. Ward the sum of Fifty Dollars (\$50.00), or when he turned over to said Agent the said Ford Sedan Automobile.

6. For that said Complaint does not state whether said Ford Sedan Automobile was returned to said Plaintiff.

Defendant demands a trial
of this cause by a Jury.

Hubert Head & Chas
Attorneys for Defendant.

Hubert Head & Chas
Attorneys for Defendant.

7 For any the appearing facts can be
12000 words - the Complaint written
12 words
8 For all points covered was type in writing