

4732

B. F. VICKERS,
Plaintiff,
Vs.
W. M. BARNER,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Now comes W. M. Barner, the Defendant in the above styled cause and alleges that he has an equitable defense to said action and that there are certain matters and facts which cannot be disposed of in the Law side of the Court and which depend upon the assertion of an equitable right by said Defendant and that for other reasons he is entitled to have said cause transferred to the Equity side of the Court. That as reason for this motion to transfer Defendant shows as follows:

1. That on to-wit May 9, 1961, the Defendant signed the following memorandum, " I hereby agree to give "BLAZE", a palamino horse to B. F. Vickers on payment of \$160.00 cash in ten (10) days from this date, May 9, 1961, and return his sorrel mare without any charge of board." Defendant shows that it will be necessary in this cause for the Court to rule upon the foregoing memorandum and establish among other things whether the Defendant is entitled to board from and after the expiration of the ten (10) days therein mentioned and whether he is entitled to stud fees, veterniary fees, etc.,

2. Defendant shows that he has and claims a lien on the sorrel mare, "SUGARFOOT", and on her colt when born for stud fees, veterniary fees, drugs and medicines and for board, which can best be set up and established in the Court of Equity.

3. Defendant shows that to enforce his lien in a Court of Law, would necessitate an injunction to restrain the prosecution of this action and/ or attachment with the necessary

(first page)

and required bonds in both instances and that he is entitled to have the cause transferred to the Equity Docket in order to prevent the necessity of an injunction and attachment and the required bonds.

4. Defendant further alleges and shows that the Court of Equity can decide and rule upon the entire controversy between the Plaintiff and the Defendant in one proceeding thereby preventing a multiplicity of suits.

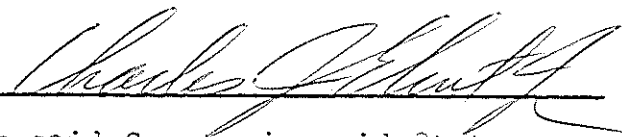
Wherefore, your said Defendant and Petitioner respectfully prays that upon the hearing of this motion your Honor will adjudge and decree that this action will be transferred from the Law side of the Court to the Equity side of the Court and that same shall thereupon be docketed and proceeded on the Equity side of the Court in manner and form as provided by Law and according to the rules of Equity.



Attorney for Defendant

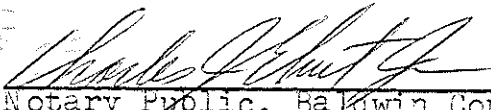
STATE OF ALABAMA

BALDWIN COUNTY

Before me, , a Notary Public in and for said County in said State personally appeared C. G. Chason, who being by me first duly sworn says on oath that he has knowledge of the facts set forth in the foregoing petition and that said facts as set forth are true and correct according to the best of his information, knowledge and belief.



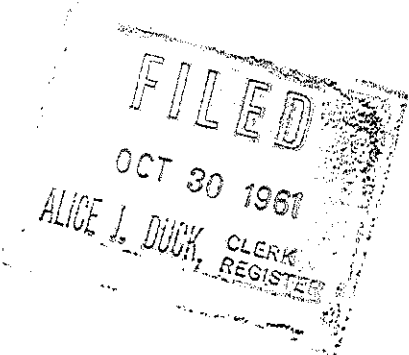
Sworn to and subscribed
before me on this the
27th day of October,
1961.


Notary Public, Baldwin County

C. G. C.

State of Alabama

(second and last page)



4732

B. F. VICKERS,

Plaintiff,

Vs.

W. M. BARNER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

OCT 30 1961

ALICE J. DUCK, CLERK
REGISTER

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

The State of Alabama, }
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, W. M. Barnes

and

are held and firmly bound unto Taylor Wilkins Sheriff
 in the sum of Three Hundred (300.00) Dollars, for the payment of
 which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and ad-
 ministrators.

Sealed with our seals and dated this 14 day of June 1961

The condition of the above obligation is such that whereas the said

B. J. Vickers did, on the 14 day
 of June 1961 sue out of the Circuit Court of Baldwin Co
 a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the
 following property, to-wit: 8 year old Larrall Mare

which said writ was placed in the hands of W. M. Barnes
 Sheriff of Baldwin County, Alabama, on the _____ day of _____, 19____,
 and executed by him on the 14 day of June, 1961, by taking into his
 possession the following property, to-wit:

And whereas the above bound

Defendant in said suit, has, within five days from the execution of said writ, -
 bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said W. M. Barnes is cast in said
 suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs
 and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to
 remain in full force and effect.

X W. M. Barnes (SEAL)

X _____ (SEAL)

X _____ (SEAL)

Taken and approved this 14 day of June 1961

Taylor Wilkins
 Sheriff, Baldwin County, Ala.

By Edleigh Steadham

STATE OF ALABAMA
BALDWIN COUNTYIN THE CIRCUIT COURT OF
BALDWIN COUNTY

Before me, WILSON HAYES, a Notary Public in and for said County,
personally appeared B. F. VICKERS who being by me
duly sworn deposes and says that the property sued for in the complaint of B. F. VICKERS
W. M. BARNER filed in said Court, to-wit:
An 8 year old Sorrell Mare with three stocking feet, bearing
no brand, named "SUGAR FOOT"
belongs to B. F. VICKERS, the plaintiff.

B. F. Vickers
B. F. Vickers

Sworn to and subscribed before me this

day of June 13, 1961

Wilson Hayes
Wilson Hayes, Notary Public

STATE OF ALABAMA
Baldwin COUNTYIN THE CIRCUIT COURT OF
Baldwin COUNTYKNOW ALL MEN BY THESE PRESENTS, That we, B. F. Vickers

_____, Principal, and
_____, Sureties, are held and
firmly bound unto W. M. Barner, his heirs, executors and admin-
istrators in the sum of ONE-HUNDRED Dollars,
for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-
trators.

Sealed with our seals and dated the 14th day of June, 1961

The condition of the above obligation is such that whereas, the above bound

B. F. Vickers has on the 14 day of
June, 1961 sued out a writ of detinue in the Circuit Court of Baldwin
County, returnable to the said Circuit Court against the said W. M. Barner
for the recovery of the following
described property, to-wit:

An 8 year old Sorrell Mare with three stocking feet, bearing no
brand, named "SUGAR FOOT"

Now, if the said B. F. VICKERS shall fail in said suit
and shall pay to the said W. M. BARNER, the defendant in
said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to
be void, otherwise, to remain in full force and effect.

Taken and approved this 14 day of

B. F. Vickers
B. F. VICKERS

(SEAL)

, 1961

W. M. Barner
W. M. BARNER

(SEAL)

Dee J. Smith
Clerk, Circuit Court

(SEAL)

No. 4732

THE STATE OF ALABAMA

COUNTY

CIRCUIT COURT

Plaintiff

vs.

Defendant

Detinue — Affidavit and Bond

Filed this **FILED** day of _____, 19____

JUN 14 1961

ALICE J. DUCK, CLERK
REGISTER Clerk

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. M. Barner 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 the same, then and there to answer the complaint of B. F. Vickers.

Witness my hand this the 14 day of June, 1961.

Alice J. Wood
CLERK

B. F. VICKERS

PLAINTIFF

VS

W. M. BARNER

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

I

The Plaintiff claims of the defendant the following personal property, to-wit:

An 8 year old Sorrell Mare with three stocking feet, bearing no brand, named "SUGAR FOOT"

with the value of the hire or use thereof during the detention, to-wit: \$400.00.

II

Plaintiff claims of Defendant the sum of ONE-HUNDRED, SIXTY and NO/100 (\$160.00) DOLLARS for that on to-wit: June 9, 1961 Plaintiff and Defendant entered into an agreement whereby Plaintiff would buy and Defendant would sell "BLAZE", a Palomino horse for the sum of ONE-HUNDRED, SIXTY and NO/100 (\$160.00) DOLLARS cash within 10 days from the date therefrom. Plaintiff further says that on to-wit: June 13, 1961 Plaintiff did offer to carry out the said agreement by paying to the Defendant ONE-HUNDRED, SIXTY and NO/100 (\$160.00) DOLLARS but that Defendant wholly refused and declined to deliver the said horse. Plaintiff further shows that he did at the time of tending performance on to-wit: June 13, 1961 have a buyer for

the said horse and as approximate result of the Defendants refusal to carry out the agreement to sell the said horse, Plaintiff did loose the sale and thereby suffered damage to the sum of ONE-HUNDRED, SIXTY and NO/100 (\$160.00) DOLLARS, hence this suit.


Attorney for Plaintiff

FILED

JUN 14 1961

ALICE J. DUCK, CLERK
REGISTER

TO THE SHERIFF OF SAID COUNTY:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alice J. Duck
CLERK

No. 4732

B. F. Thacker

VS

W. M. Barner

FILED
JUN 14 1961
ALICE J. DUCK, CLERK

Sheriff claims 22 miles at
Total Costs per mile Total \$ 220
TAYLOR WILKINS, Sheriff
BY Ed Leigh DEPUTY SHERIFF

Received 14 day of June 1961
and on 14 day of June 1961
I served a copy of the within W. M. Barner
on W. M. Barner
By service on _____
TAYLOR WILKINS, Sheriff
BY Ed Leigh D.S.

Attached one 8 yr. old sorrell mare.
Defendant made bond 6-14-61. Signed
by W. M. Barner and property
released to same.

Foley, Ala

5-9-61

I hereby agree to give
Blaze a Palomino horse
to B. F. Vickers on Payment
16000 Cash in 10 days
from this date 5-9-61
and return his Sorrell
mare without any charge
of Board.

Signed

H. M. Barner

Rec'd 6/4/61

B. B. Noble

Deputy Sheriff.

Home 1110

Blaze Co

B. F. VICKERS,
PLAINTIFF,
VS.
W. M. BARNER,
DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW
NUMBER 4732

Comes the Defendant in the above styled cause and in answer to the Amended Complaint heretofore filed therein says; that the allegations of the Complaint are untrue.

Now the Defendant without in any way confessing the Plaintiff's claim or demand says as follows:

1. That the time said act was commenced the Plaintiff was indebted to the Defendant in the sum of \$48.50 for money paid by the Plaintiff for the Defendant for veterinary bills and medicines for the horse "SUGARFOOT", which sum of money, with the interest thereon is still unpaid.
2. That the Plaintiff was indebted to the Defendant in the sum of \$50.00 at the time this said action was commenced and that the Defendant is the owner of a stallion and kept it for profit and charges, a price for the service thereof and that his said stallion at the request and direction of the Plaintiff and was bred to the mare "SUGARFOOT", who is claimed by B. F. Vickers, the Plaintiff, at a stud fee of \$50.00, which said sum is due and said B. F. Vickers on demand, fails or refuses to pay, hence Plaintiff claims a lien on the said mare "SUGARFOOT", and also on the colt, if born, for said sum.
3. That the Plaintiff was indebted to the Defendant in the sum of \$35.00 per month and after to-wit, February 10, 1961, in that on that date, the Plaintiff brought a mare "SUGARFOOT" to the stable and property of the Defendant, being a keeper, owner and proprietor of a pasture kept for grazing stock and a person who keeps and feeds horses for a fee, and \$35.00 per month being a reasonable charge for pasturing, stabling and feeding horses and the claims being due and the said B. F. Vickers upon demand, failure and refusal to pay the same, hence

Plaintiff claims a lien for said amount upon the said mare "SUGARFOOT".

Defendant hereby offers to set off against the demand of the Plaintiff any and all amounts due as hereunder shown and he claims judgment for the excess and claims his lien enforcement thereof where applicable.

Defendant