

JAMES O. PITTS, JR., individually
and d/b/a KIRBY HOME SERVICE
COMPANY,

Plaintiff,

vs.

JASPER R. QUINLEY and MRS. JASPER
R. QUINLEY, separately and
severally,

Defendants.


I IN THE CIRCUIT COURT
I OF BALDWIN COUNTY,
I ALABAMA

I NO. 4762

I

COUNT ONE

Plaintiff claims of the Defendants the sum of TWO HUNDRED SEVENTY-SEVEN AND 20/100 (\$277.20) DOLLARS, due under a written contract executed by the Defendants on, to-wit: November 11, 1959, under the terms of which the Defendants agreed to purchase from the Plaintiff a vaccum cleaner in monthly installments. Plaintiff avers that said vaccum cleaner was delivered to the Defendants, and Plaintiff avers that the said Defendants breached said contract by failing to pay as agreed and that under the terms of said contract the Defendants agreed to pay a reasonable attorney's fee in the event of default, which the Plaintiff claims in the amount of NINETY-TWO AND 40/100 (\$92.40) DOLLARS, and Plaintiff claims judgment for THREE HUNDRED SIXTY-NINE AND 60/100 (\$369.60) DOLLARS, together with the interest thereon.


ELWOOD L. HOGAN
Attorney for Plaintiff

DEFENDANTS' ADDRESS:

Residence: Route 2, Box 133, Fairhope, Alabama

Employed: Mr. Jasper R. Quinley - Gaston Motor Company, Fairhope, Alabama

FILED

JUL 10 1961

ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 4762

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Jasper R. Quinley and Mrs. Jasper R. Quinley

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

Jasper R. Quinley and Mrs. Jasper R. Quinley

Defendant

by James O. Pitts, Ind. and d/b/a Kirby Home Service Company

Plaintiff

Witness my hand this 10th day of July 19 61

Exp 7-13-61

Reverend J. Shuck

Clerk

No. 4762 Page

The State of Alabama

Baldwin County

CIRCUIT COURT

JAMES O. PITTS, ind and

d/b/a KIRBY HOME SERVICE COMPANY
Plaintiffs

vs.

JASPER R. QUINLEY and

MRS. JASPER R. QUINLEY
Defendants

Summons and Complaint

Filed 7-10-61 1961

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

July 11 1961

, Sheriff

I have executed this summons

this 7-13 1961

by leaving a copy with

Jasper R. Quinley
Mrs Jasper R. Quinley

Sheriff claims 1.40 miles at
Ten Cents per mile Total \$ 1.40
TAYLOR WILKINS Sheriff
Edlidge Steadham
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Edlidge Steadham Deputy Sheriff

Fairhope, Ala

JAMES O. PITTS, Jr.,
Ind., and d/b/a
KERBY HOME SERVICE, CO.

Plaintiff

-VS-

JASPER R. QUINLEY, and

MRS. JASPER R. QUINLEY

Separately and Severally,

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. 4762

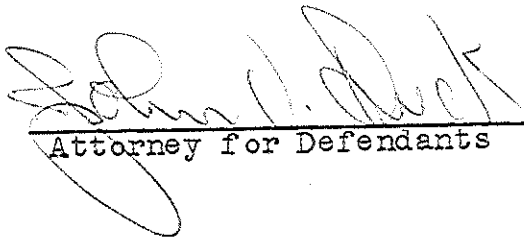
ANSWER

Comes now the Defendants in the above styled cause and for answer to the Bill of Complaint filed herein says:

That the Defendants on to-wit, the 3rd day of June, 1960 returned to the said Plaintiff the goods purchased under the alleged contract in a new and un-used condition and that the said goods were never used by the Defendants and that the Plaintiff has never given the said Defendants any credit, or notice of a public or private sale in accordance with the alleged contract sued on in this cause.

The Defendants for further answer to the Bill of Complaint filed herein says:

Not Guilty.


Attorney for Defendants

FILED

JUL 28 1961

ALICE I. DUCK, CLERK
REGISTER

4762
JAMES D. PITTS, JR., individually
and d/b/a KIRBY HOME SERVICE
COMPANY,

Plaintiff,

vs.

JASPER R. QUINLEY and MRS. JASPER
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I IN THE CIRCUIT COURT
I OF BALDWIN COUNTY,
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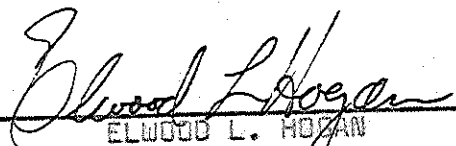
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ELWOOD L. HOGAN
Attorney for Plaintiff

DEFENDANTS' ADDRESS:

Residence: Route 2, Box 133, Fairhope, Alabama

Employed: Mr. Jasper R. Quinley - Gaston Motor Company, Fairhope, Alabama

FILED

JUL 10 1961

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA)
*
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That we, D. P. Slaughter, as Principal, and the undersigned, as Sureties, are held and firmly bound unto Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, and her successors in office in the sum of Two Hundred Fifty Dollars (\$250.00), for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of July, 1961.

The condition of the above obligation is such that, Whereas, the above named D. P. Slaughter has filed a notice of appeal in the Circuit Court of Baldwin County, Alabama, from final assessments made by the Board of Equalization of Baldwin County, Alabama, dated on, to-wit, June 12, 1961, whereby the Board of Equalization fixed the valuation of the real property assessed to D. P. Slaughter, Beat 2, Number 177, and Beat 2, Number 178.

NOW, THEREFORE, if the Principal shall pay all costs for which he may become liable by reason of the said appeal, then this obligation shall be void; otherwise, it shall remain in full force and effect.

D. P. Slaughter (SEAL)
D. P. Slaughter, as Principal

A. B. Slaughter (SEAL)

Mary Lee Blackburn (SEAL)
As Sureties

Taken and approved on this the
11th day of July, 1961.

Alice J. Duck
Clerk of the Circuit Court