LOXLEY FARM EQUIPMENT CO	OMPANY X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
DANA DUGGER	X	AT LAW NO. 4770
Defendant	Î.	

TO: LOXLEY FARM EQUIPMENT COMPANY, a corporation, AND TO REX CHILDRESS AND TO WILTERS, BRANTLEY & NESBIT, ATTORNEYS FOR PLAINTIFF:

Please take notice that at 10 ; 00 o'clock #.M. on 22 74 day of august, 1961, at the office of Louise Dusenbury, Court Reporter, at the Court House in Bay Minette, Alabama, the defendant in this action desires to and will take the deposition of Rex Childress, employee of the plaintiff as to the facts under which said cause of action may have arisen, requiring said witness to produce the records under his supervision or control as to the transaction between the plaintiff and the defendant under which said equipment, subject of this action became subject to a claim by the said plaintiff and such deposition being upon oral examination and being taken pursuant to the statutes applicable to the taking of the same before Louise Dusenbury, an officer authorized to administer oaths by the laws of the State of Alabama.

Dated this 7th day of August, 1961.

Lucky certify that I have THOMPSON & WHITE this day mailed united states and perpaid, a BY:

Attorneys for Attorneys for Attorneys for eller, Brutley and Neshit, Robertsdale, ale

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Rex Childress, who may be found at Loxley Farm Equipment Company in Loxley, Baldwin County, Alabama, to be and appear before Louise Dusenbury, Court Reporter, at her office in the Court House at Bay Minette, Alabama, at 10:00 o'clock on vo day of king, 1961, for the purpose stated in the above notice.

Dated this 1 day of dun

Enf- 8-11-61

served a copy of the within Mobile

The Children TAYLOR WILKINS, Sheriff By & cleigh Steadhoons Luyley, Olla.

Ten Cents per mile Total \$ 400
TAYLOR WILKINS, Sheriff
BY College Steathan

Sheriff claims___

LOXLEY FARM EQUIPMENT COMPANY X a corporation X IN THE CIRCUIT COURT OF YS X BALDWIN COUNTY, ALABAMA X NO. 4770 AT LAW Defendant X

Comes the defendant in the above styled cause and demurs to the complaint filed in said cause as follows:

-1-

That said complaint fails to state a cause of action.

-2-

That said complaint fails to sufficiently identify the personal property claimed.

-3-

That said complaint fails to identify the personal property claimed sufficiently for the Sheriff to identify said property.

THOMPSON & WHITE

RV.

Attorneys for defendant

Defendant respectfully requests trial by jury.

THOMPSON & WHITE

AUC 7 1961

ALICE J. DUCK, CLERK REGISTER Attorneys for defendant

Before me, Tolbert M. Brentley	STATE OF A	LABAMA)	IN THE CIRCIII	T COTIDA OF
Before me, Tolbert N. Brantley , a Notary Public in and for said County personally appeared Rex Gallèress who being by me who		}		
personally appeared Bex Childress who being by me duly sworn deposes and says that the property sued for in the complaint of Loxley Farm Equipment Company, a corporation filed in said Court, to-wit An "A" Model John Deese Tractor Pelongs to Loxley Farm Equipment Company, a corporation , the plaintiff. Sworn to and subscribed before me this 12th Row Childress		,		
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STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Dana Dugger, to appear and plead, answer or demur within thirty days from the service hereto to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, by Loxley Farm Equipment Company, A Corporation.

Witness my hand this the // day of _____, 1961

Alice J. Duck, Clerk

LOXLEY FARM EQUIPMENT COMPANY, A Corporation

Plaintiff

Plaintiff

BALDWIN COUNTY, ALABAMA

VS

DANA DUGGER

Defendant

1.

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

An "A" Model John Deere Tractor
with the value of the hire or use thereof during the detention, to-wit:
from May 15, 1961, to date.

FILED

JUL 14 1961

ALICE A DUDY, CLERK

WICKERS, BRANTLEY & NESBIT

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Attorneys for the Plaintit

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Ten Cents per mile Total \$ 7 TAYLOR WILKINS, Sheriff > BY DEPUTY SHERIFF	tisossaled	Deft, made bond 7-25-61 by: Dana Dugger, Ham Dugger, Hubert Dugger and property was released to same

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 bouble 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. Nuck Clerk

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1/271

LOXLEY FARM EQUIPMENT COMPANY, A Corporation

Plaintiff

VS

DANA DUGGER

Defendant

FILED

ALICE J. DUCK, RESISTER

WILTERS, BRANTLEY & NESBIT Attorneys at Law Robertsdale, Alabama

Sheriff, Baldwin County, Ala.

AGREEMENT

STATE OF ALABAMA BALDWIN COUNTY

Whereas Loxley Farm Equipment Company has filed a detinue suit against Dana Dugger and the parties to this suit acting by and through their respective attorneys have reached an agreement in settlement of this matter, the agreement being:

That Dana Dugger will return to the Loxley Farm Equipment Company the MD tractor, cultivator and plow. That Dana Dugger will keep the "A" tractor, cultivator and plow and pay the Loxley Farm Equipment Company the total sum of \$235.00.

The Loxley Farm Equipment Company agrees that it will cause the contract between Dana Dugger and John Deere Company for the purchase and sale of the MD tractor heretofore referred to to be cancelled and held for naught.

It is further understood and agreed that Dana Dugger has this date paid Tolbert M. Brantley, as attorney for Loxley Farm Equipment Company the sum of \$50.00 and further agrees to pay the balance of \$185.00 to Loxley Farm Equipment Company on or before the Lordey of One 1961.

It is further anderstood and mutually agreed that this suit now pending between the parties to this agreement shall remain on the docket and in the event Dana Dugger fails to pay the sum of \$185.00 to the Loxley Farm Equipment Company on or before the day of . 1961, a default judgment will be rendered against the said Dana Dugger in this amount.

Signed in duplicate this the 22nd day of August, 1961.

C. Tenoir Thompson, actorney for Dana Dugger

Tolbert M. Brantley, attorney for Loxley Farm Equipment Company