

LOXLEY FARM EQUIPMENT COMPANY X
a corporation

Plaintiff

vs

DANA DUGGER

Defendant

X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4770

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 A.M. on 22nd
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.

I hereby certify that I have
this day mailed ^{out} United States
mail, postage prepaid, a
copy of the foregoing to
Wilters, Brantley and Nesbit, Robertsdale, Ala.

THOMPSON & WHITE

BY:

[Signature]
Attorneys for plaintiff

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 22nd day of Aug, 1961, for the purpose stated in
the above notice.

Dated this 7 day of Aug, 1961.

Ex-8-11-61

[Signature]
Clerk of the Circuit Court.

W. 4770

Lofley Farm Equipment

VS

Dana Leugner

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Edleigh Steadman
DEPUTY SHERIFF

Received 7 day of Aug 1961
and on 8 day of 11 1961
I served a copy of the within Police
on Rey Children

By service on _____

TAYLOR WILKINS, Sheriff
By Edleigh Steadman
Lofley, Ala.

FILED
AUG 7 1961
ALICE J. DUCK, CLERK
REGISTER

LOXLEY FARM EQUIPMENT COMPANY X
a corporation

Plaintiff X

vs X

DANA DUGGER X

Defendant X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NO. 4770 AT LAW

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

BY: *[Signature]*
Attorneys for defendant

Defendant respectfully requests trial by jury.

THOMPSON & WHITE

BY: *[Signature]*
Attorneys for defendant

FILED

AUG 7 1961

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

BALDWIN

COUNTY

Before me, Tolbert M. Brantley, a Notary Public in and for said County, personally appeared Rex Childress who being by me duly sworn deposes and says that the property sued for in the complaint of Loxley Farm and Equipment Company, a corporation filed in said Court, to-wit: An "A" Model John Deere Tractor

belongs to Loxley Farm Equipment Company, a corporation, the plaintiff.

Sworn to and subscribed before me this 12th

Rex Childress

day of July, 19 61

Tolbert M. Brantley
Notary Public

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

BALDWIN

COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Rex Childress

_____, Principal, and
_____, Sureties, are held and
firmly bound unto Dana Dugger, his heirs, executors and administrators in the sum of ONE THOUSAND TWO HUNDRED THIRTY and 00/100 Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the _____ day of _____, 19 _____

The condition of the above obligation is such that whereas, the above bound Loxley Farm Equipment Company has on the 12th day of July, 1961 sued out a writ of detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said Dana Dugger described property, to-wit:

An "A" Model John Deere Tractor

Now, if the said Loxley Farm Equipment Company, a corporation shall fail in said suit and shall pay to the said Dana Dugger, 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 July, 19 61 Loxley Farm Equipment Co c corp (SEAL)

Rex Childress (SEAL)

Dana Dugger (SEAL)
Clerk, Circuit Court

No. 4770

THE STATE OF ALABAMA

COUNTY

CIRCUIT COURT

Plaintiff

vs.

Defendant

Detinue — Affidavit and Bond

Filed this _____ day of _____, 19 _____

Clerk

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 14 day of July, 1961.

Alice J. Duck
Alice J. Duck, Clerk

LOXLEY FARM EQUIPMENT COMPANY,
A Corporation

Plaintiff

VS

DANA DUGGER

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4225

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 J. DUCK, CLERK
REGISTERED

WILKERS, BRANTLEY & NESBIT

BY:

Robert M. Brantley
Attorneys for the Plaintiff

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

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4270

LOXLEY FARM EQUIPMENT COMPANY,
A Corporation

Plaintiff

VS

DANA DUGGER

Defendant

FILED

JUL 14 1961

ALICE J. DUCK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT
Attorneys at Law
Robertsdale, Alabama

Received 14 day of July 1961
and on 25th day of July 1961
I served a copy of the within Office

Deft. made bond 7-25-61 by:
Dana Dugger, Ham Dugger,
Hubert Dugger and property
was released to same

on Dana Dugger and Hubert Dugger and property was released to same

TAYLOR WILKINS, Sheriff
BY [Signature] D.S.

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY [Signature] DEPUTY SHERIFF

Stacy 72-8m

The State of Alabama, {
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Dana Dugger

and _____

are held and firmly bound unto Loxley Farm Equipment Co., A Corp.

in the sum of One Thousand and 00/100- - - - - - Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this _____ day of _____ 19____

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

Loxley Farm Equipment Co., A Corp. did, on the 24 day of July 1961 sue out of the Circuit Court of Baldwin County a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the following property, to-wit: _____

An "A" Model John Deere Tractor

which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the 24 day of July, 1961, and executed by him on the 25 day of July, 1961, by taking into his possession the following property, to-wit: _____

An "A" Model John Deere Tractor

And whereas the above bound Dana Dugger,

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

Now if the said Loxley Farm Equipment Co., A Corp. 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.

Dana Dugger (SEAL)

ROM Dugger (SEAL)

Robert Dugger (SEAL)

Taken and approved this 25 day of July 1961

Taylor Wilkins
 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:

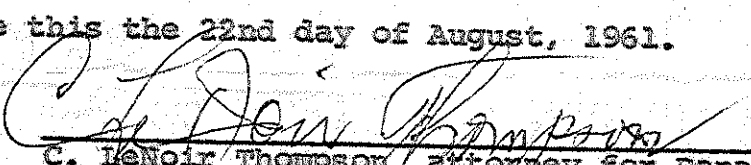
That Dana Dugger will return to the Loxley Farm Equipment Company the MD tractor, cultivator and plow. That Dana Dugger will keep the "A" tractor, cultivator and plow and pay the Loxley Farm Equipment Company the total sum of \$235.00.

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 1st day of Nov, 1961.

It is further understood 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 1st day of Nov, 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. LeNoir Thompson, attorney for Dana Dugger


Tolbert M. Brantley, attorney for Loxley Farm Equipment Company