

SUMMONS

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons Mary White, of Perdido. Baldwin County, Alabama, to appear and plead, answer or demur, within the time allowed by law from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, Alabama, at Bay Minette, against the said Mary White by Eubie Byrd.

Aug 7, 1961

Alise J. Duck

EUBIE BYRD,

Plaintiff,

Vs.

MARY WHITE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

No. 4789

COUNT ONE.

The plaintiff claims of the Defendant Two Hundred Thirty and 34/100 Dollars, due from her by account ~~between~~ between the Defendant and the Plaintiff, on, to-wit, June 22, 1961, which sum of money, with interest thereon, is still unpaid.

COUNT TWO.

The Plaintiff claims of the Defendant Two Hundred Thirty and 34/100 Dollars, due from her on account stated between the Plaintiff and the Defendant, on, to-wit, June 22, 1961, which sum of money, with interest thereon, is still unpaid.

COUNT THREE.

The Plaintiff claims of the Defendant Two Hundred Thirty and 34/100 dollars, due from Defendant for merchandise, goods and chattels sold by Plaintiff to Defendant, on, to-wit, June 22, 1961, and for work and labor done for the Defendant by the Plaintiff on the 22nd day of June, 1961, at her request, which sum of money, with interest thereon, is still unpaid.

There is attached to the Original hereof an itemized statement of account which shows the amount due on said account as of the 22nd day of June, 1961.

Defendant's Address:
Perdido, Alabama

Kenneth Caper
Attorney for Plaintiff

FILED

95

AUG 7 1961

ALISE J. DUCK CLERK

CASE NO. _____

EUBIE BYRD,

Plaintiff

VS.

MARY WHITE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

BILL OF COMPLAINT

Received 7 day of Aug 1954
and on 7 day of Aug 1954
I served a copy of the within Bill of Complaint
on Mary White
By service on _____

TAYLOR WILKINS, Sheriff
By T. Wilkins D. S.

(Initials)

We the jury are for the ~~Complainiff~~
pay the bill + interest.
\$230.34

We The jury find for James Kane
The plaintiffs Damages 230.34

James Kane

ATTACHMENT

THE STATE OF ALABAMA,
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Eubie Byrd

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that
Mary White

is justly indebted to the Plaintiff Eubie Byrd

in the sum of Four hundred sixty-one and 78/100 Dollars, and

Eubie Byrd having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
Mary White

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on _____ Monday of _____ 19 ____
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 28th day of July A. D., 1961.

Alice J. Duck Clerk.

No. 4789

ATTACHMENT

Ernie Byrd

Vs. { ATTACHMENT

Mary White

Issued _____, 19__

Moore Printing Co.

Received a copy of the return
on Mary White and
attached one 1935
Cecil's tag 5-10545
which 28-1-1941. Bond
made 7/28/41 by Mary White, D. G.
Hempson, J. S. H. H. H. H. H.
H. G. H. H. H. H. H.
H. G. H. H. H. H. H.
H. G. H. H. H. H. H.

EUBIE BYRD,
Plaintiff,
Vs
MARY WHITE,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Case No. 4789

PLEAS

Comes now the Plaintiff in the above styled cause, and for answer to the Defendant's Answer as Amended, offers the following separate and several pleas to the Bill of Complaint and to each and every count thereof:

1. The allegations made in the Answer as Amended are untrue.
2. The Plaintiff joins issue on the answer as Amended.
3. General issue.

Kenneth Cooper
Attorney for Plaintiff

Attorney of Record
for Defendant.:
Hon C. Lencir Thompson
Attorney at Law
Bay Minette, Alabama

Filed 3-14-62
Alice J. Duck,
clerk

Byrd vs. white

JURY LIST - SPRING SESSION - MARCH 12, 1962

- ~~1. Christnacht, Leroy, Civil Service, Lillian~~
- ~~2. Cabaniss, Ray, Newport, Bay Minette~~
- ~~3. Byrd, Carl, Civil Service, Stapleton~~
- ~~4. Bryars, Rudolph M., Brookley Field, Bay Minette~~
- ~~5. Bryhn, Vernon A., Farmer, Elberta~~
- ~~6. Beasley, Wilson C., Merchant, Bay Minette~~
- ~~7. Bishop, Clarence, Farmer, Fairhope~~
- ~~8. Bloxham, Walter, Farmer, Fairhope~~
- ~~9. Brock, L.B., Farmer, Robertsdale~~
- ~~10. Gilbert, B.B., Mechanic, Bay Minette~~
- ~~11. Good, Joe, Farmer, Elberta~~
- ~~12. Crook, Prince, Laborer, Bay Minette~~
- ~~13. Guenther, Paul O., Civil Service, Foley~~
- ~~14. Gullledge, Carl, REA, Robertsdale~~
- ~~15. Akers, Redus M., Insurance, Bay Minette~~
- ~~16. Martin, Albert D., Newspaper, Bay Minette~~
- ~~17. Coleman, John E., Farmer, Bay Minette~~
- ~~18. Corley, Harace, W., Brookley Field, Bay Minette~~
- ~~19. Epperson, Edwin, Civil Service, Foley~~
- ~~20. Erdmann, Rudolph C., Plumber, Mag. Spgs.~~
- ~~21. Feil, Russell, Civil Service, Lillian~~
- ~~22. Hill, Robert, Merchant, Loxley~~
- ~~23. Jaye, James J., Farmer, Rabon~~
- ~~24. Jordan, Green, Merchant, Bay Minette~~
- ~~25. Kane, James, Farmer, Loxley~~
- ~~26. Keenan, Ruben A., Oil Dealer, Robertsdale~~
- ~~27. Keuler, Albert, Salesman, Loxley~~
- ~~28. King, Horace, E., Farmer, Mag. Spgs.~~
- ~~29. King, Vernon, Farmer, Robertsdale~~
- ~~30. Stucki, Alfred, Locker Plant Mgr., Elberta~~
- ~~31. Styron, Irby L., Plant Forman, Robertsdale~~
- ~~32. Moorer, Douglas, Clerk, Bay Minette~~
- ~~33. Moyer, Roy, Druggist, Fairhope~~
- ~~34. Nelson, J.L., Jr., Laborer, Fairhope~~
- ~~35. Nelson, Harry, Post Office, Bay Minette~~
- ~~36. Milton, Ovdrecka, Farmer, Robertsdale~~
- ~~37. Palmer, James J., Farmer, Robertsdale~~
- ~~38. Rhodes, Elbert M., Farmer, Summerdale~~
- ~~39. Roberts, Raymond C., Farmer, Foley~~
- ~~40. Roley, Charlie N., Farmer, Perdido~~
- ~~41. Schrieber, Bill, Carpenter, Foley~~
- ~~42. Stephens, Ray, Banker, Bay Minette~~
- ~~43. Seibert, Fred, Jr., Farmer, Elberta~~
- ~~44. Stewart, Frank, State Emp., Gulf Shores~~
- ~~45. Stuart, Derrill, Contractor, Bay Minette~~
- ~~46. Lamberth, Jack Ogel, Farmer, Bay Minette~~
- ~~47. Strickland, Marvin, Laborer, Bay Minette~~
- ~~48. McDaniel, Schuler, Farmer, Robertsdale~~
- ~~49. Corte, Albert, Farmer, Belforest~~

XXXXXX XXXXX

D XXXXX XXXXX X

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That the First National Bank of Bay Minette, a National Banking Corporation as surety whose name is hereto affixed, is held and firmly bound unto Eubie Byrd in the sum of Four Hundred Sixty-one and 78/100 (\$461.78) Dollars, for which payment, well and truly to be made and done, we bind ourselves and successors and assigns severally, jointly and firmly by these presents, sealed with our seals, and dated this ____ day of August, 1961.

The condition of the above obligation is such that, where- as an attachment issued from the Circuit Court of Baldwin County, bear- ing date of issuance the 28th day of July, A.D. 1961, in favor of Eubie Byrd in aid of suit thereafter filed against Mary White for the sum of Two Hundred Thirty and 89/100 (\$230.89) Dollars damages and costs, which has been levied by Taylor Wilkins, Sheriff of Baldwin County, upon the following as the property of the said, Mary White:

1955 Cadillac 4-Dr. V-8 Sedan, Serial #5562-88908 which said property has been claimed and affidavit made thereto and sufficient affidavit offered by Ray C. Stephens, as Executive Vice- President of the First National Bank, a National Banking Corporation, according to law in such cases made and provided, who claims that it has a just claim to the property above described and levied on.

Now if the said First National Bank, a National Banking Corporation of Bay Minette, Alabama, shall have the property above described forthcoming for the satisfaction of said attachment if it is found liable therefor and also to pay and satisfy such costs and damages as may be recovered for putting the claims in for delay, then this obligation to be void, otherwise to remain in full force and effect.

FIRST NATIONAL BANK OF BAY MINETTE
a National Banking Corporation

BY: Ray C. Stephens
Executive Vice-President

Approved, this 3rd day of August, 1961.

Taylor Wilkins
Sheriff.

EUBIE BYRD

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

MARY WHITE

X

Defendant

X

Comes the defendant in the above styled cause and moves to quash said attachment and dismiss same and as grounds for said motion shows unto this Honorable Court as follows:

-1-

That said attachment bond of the plaintiff is not in accordance with the law provided in such matters.

-2-

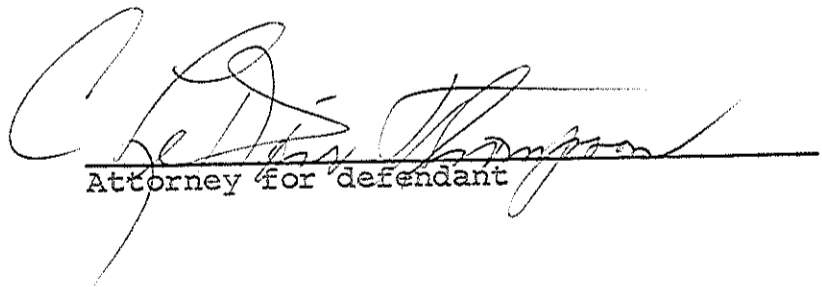
That said attachment affidavit fails to establish just grounds for issuing said attachment.

-3-

That plaintiff fails to allege any act on the part of said defendant whereby she has wrongfully and fraudulently withheld her money, property or effects.

-4-

That said bond does not comply with the requirement for bonds of attachment.


Attorney for defendant

FILED

JUL 28 1961

ALICE J. DUCK, CLERK
REGISTER

AMENDED

EUBIE BYRD	X		
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
MARY WHITE	X	AT LAW	NO. <u>4289</u>
DEFENDANT	X		

Comes the defendant and amends the answer heretofore filed in said cause to read as follows:

<u>EUBIE BYRD</u>	X		
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
MARY WHITE	X	AT LAW	NO. _____
Defendant	X		

Comes the defendant and without waiving demurrers heretofore filed, for answer to the complaint filed in said cause and to each count thereof separately and severally, shows as follows:

-1-

As to Count One, she denies the allegations of said complaint.

-2-

As to Count Two, she denies the allegations of said complaint.

-3-

As to Count Three, she denies the allegations of said complaint.

-4-

That plaintiff was indebted to defendant in the sum of Three Hundred Thirty and 24/100 (\$330.24) dollars in that plaintiff warranted the repair job subject of this suit for a period of thirty days and said repairs being negligently done by the plaintiff so that the parts handled by the plaintiff broke and damaged the motor repaired, so that the defendant was required to install another motor and the amount of said installation being Three Hundred Thirty and 24/100 (\$330.24) Dollars which amount is now due and unpaid and which defendant hereby offers to set off against the demand of the plaintiff and she claims judgment for the excess.

That the repair job upon which this suit is brought has wholly failed as to the consideration paid for the same in this, said consideration (of the account) was the repair of one motor, and in the repair of said motor by the payee, complainant in this cause, the said repair job was warranted on June 22, 1961, to be sound in every respect. And defendant says that said repair was wholly unsound so that the motor was destroyed and was a total loss to said defendant, as of July 12, 1961. Defendant was required to install another motor on July 12, 1961.

Defendant avers that the consideration of the account sued on was the repair of one motor by the plaintiff, which certain repair job plaintiff warranted, as the consideration, to be sound; that in fact said repairs being so negligently done by the plaintiff were not sound and was delivered to defendant June 22, 1961, in an unsound condition, and as a proximate consequence of said breach of said warranty defendant had to install another motor on July 12, 1961, defendant was put to great trouble, inconvenience, worry and expense.

That she has paid the debt or demand for the recovery of which this suit was brought, before this action was commenced.

THOMPSON & WHITE

BY

Attorney for defendant

Defendant respectfully requests trial by jury.

Attorney for defendant

FILED

FEB 19 1962

ALICE J. BUCK, CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That the First National Bank of Bay Minette, a National Banking Corporation as surety whose name is hereto affixed, is held and firmly bound unto Eubie Byrd in the sum of Four Hundred Sixty-one and 78/100 (\$461.78) Dollars, for which payment, well and truly to be made and done, we bind ourselves and successors and assigns severally, jointly and firmly by these presents, Sealed with our seals, and dated this 2nd day of August, 1961.

The condition of the above obligation is such that, where- as an attachment issued from the Circuit Court of Baldwin County, bear- ing date of issuance the 28th day of July, A.D. 1961, in favor of Eubie Byrd in aid of suit thereafter filed against Mary White for the sum of Two Hundred Thirty and 89/100 (\$230.89) Dollars damages and costs, which has been levied by Taylor Wilkins, Sheriff of Baldwin County, upon the following as the property of the said, Mary White:

1955 Cadillac 4-Dr. V-8 Sedan, Serial #5562-88908
which said property has been claimed and affidavit made thereto and sufficient affidavit offered by Ray C. Stephens, as Executive Vice- President of the First National Bank, a National Banking Corporation, according to law in such cases made and provided, who claims that it has a just claim to the property above described and levied on.

Now if the said First National Bank, a National Banking Corporation of Bay Minette, Alabama, shall have the property above described forthcoming for the satisfaction of said attachment if it is found liable therefor and also to pay and satisfy such costs and damages as may be recovered for putting the claims in for delay, then this obligation to be void, otherwise to remain in full force and effect.

FIRST NATIONAL BANK OF BAY MINETTE
a National Banking Corporation

BY: Ray C. Stephens

Executive Vice-President

Approved, this 3rd day of August, 1961.

Taylor Wilkins
Sheriff.

THE STATE OF ALABAMA {
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We, _____

Eubie Byrd

_____, of the County of Baldwin, State of Alabama

are held and firmly bound unto Mary Whitein the sum of Four hundred sixty-one and 78/100 (\$461.78) Dollars, tobe paid to the said Mary White, her
heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind our-
selves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
by these presents.Sealed with our seals and dated the 28th day of July, 1961

The Condition of this Obligation is such:

That whereas, the above bounden Eubie Byrd

has, on the day of the date

hereof, prayed an Attachment at the suit of Eubie Byrd, Plaintiffagainst the ~~XXXXXX~~ above namedMary White, Defendantfor the sum of Two hundred thirty and 89/100 Dollars,~~and that the said defendant do pay to the said plaintiff the sum of \$230.89 within ten days.~~Now, if the said Eubie Byrdshould prosecute said Attachment to effect, and pay the said Defendant all such damages as she
may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
void; otherwise to remain in full force and effect.And we and each of us hereby waive all rights of claims of exemption we or either of us have now,
or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

Eubie Byrd (Seal)

(Seal)

(Seal)

(Seal)

Approved, this 28 day of July, 1961Alvin J. Smith, Clerk

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, Kenneth Cooper

in and for said County, personally appeared Eubie Byrd, Owner of Byrd's Garage,
Perdido, Ala.
who, being duly sworn, on oath saith that

Mrs Mary White, of Perdido, Alabama, is justly indebted to
him

in the sum of Two hundred thirty and 89/100 (\$230.89) Dollars,
which said amount is justly due after allowing all just offsets and discounts, and that the said

Mary White has moneys, property or effects liable to satisfy
her said debt, which she wrongfully and fraudulently withholds,

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this 28th day of July, 19 61

Eubie Byrd
Kenneth Cooper

Page

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

At Bay Minette, Ala.

TO

ATTACHMENT BOND AND AFFIDAVIT

Filed this the _____ day

of _____, 19 ____

Clerk

Attorney

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.
Case No. 4789

Comes now Eubie Byrd, the Plaintiff in this case, by his attorney, Kenneth Cooper, and make this, his motion, nunc pro tunc, to correct the minute entry of this Honorable Court made March 14, 1962, in this case, when the Plaintiff received a verdict by the Jury which heard this case that read as follows:

and a second verdict, written also upon the back of the Bill of Complaint, as was the foregoing verdict, which read as follows:

which minute entry is still in force, and as grounds for this motion avers and shows that:

That it was the will and intent of the Jury in this case
that the Defendant pay the damages and interest in this cause;

Wherefore, your petitioner, the Plaintiff in this cause, by his attorney moves the Court to set aside the minute entry of the verdict of the Jury, made March 14, 1962, and enter in

lieu thereof an entry to show that the Defendant pay to the Plaintiff the amount of the bill, which was \$230.34, plus interest in the amount of \$10.64, for a total of \$140.98.

Dated this 20 day of June 1962.

Kenneth Cooper
Attorney for Plaintiff

I hereby certify that I have served a copy of the foregoing motion upon Hon. C. LeNoir Thompson, Attorney of Record for Defendant, by mailing him a copy thereof by United States mail, postage prepaid, on this 20th day of June, 1962.

Kenneth Cooper
Attorney for Plaintiff

FILED

JUN 13 1962

ALICE I. DUCK, CLERK
REGISTER

P. 100-B

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We, _____

Eubie Byrd

_____, of the County of Baldwin, State of Alabama

are held and firmly bound unto Mary Whitein the sum of Four hundred sixty-one and 78/100 (\$461.78) Dollars, to

be paid to the said Mary White, her
heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind our-
selves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
by these presents.

Sealed with our seals and dated the 28th day of July, 19 61

The Condition of this Obligation is such:

That whereas, the above bounden Eubie Byrd_____ has, on the day of the datehereof, prayed an Attachment at the suit of Eubie Byrd, Plaintiff_____ against the ~~estate of~~ above namedMary White, Defendant

for the sum of Two hundred thirty and 89/100 Dollars,
~~and that she obtained the same returnable to the Circuit Court of Baldwin County~~
said suit to be filed within ten days.

Now, if the said Eubie Byrd

should prosecute said Attachment to effect, and pay the said Defendant all such damages as she
may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now,
or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

Eubie Byrd (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Approved, this 28 day of July, 19 61

Beauregard, Clerk

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, Kenneth Cooper

in and for said County, personally appeared Eubie Byrd, Owner of Byrd's Garage,
who, being duly sworn, on oath saith that Perdido, Ala.

Mrs Mary White, of Perdido, Alabama, is justly indebted to
him

in the sum of Two hundred thirty and 89/100 (\$230.89) Dollars,

which said amount is justly due after allowing all just offsets and discounts, and that the said

Mary White has moneys, property or effects liable to satisfy
her said debt, which she wrongfully and fraudulently withholds,

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this 28th day of July, 19 61

Eubie Byrd
Kenneth Cooper

No. Page

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT
At Bay Minette, Ala.

TO

ATTACHMENT BOND AND AFFIDAVIT

Filed this the dayof , 19 , Clerk Attorney

The State of Alabama, {
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Mary White

are held and firmly bound unto Eubie Byrd

in the sum of Nine Hundred Twenty-three and 56/100----- DOLLARS,

for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators, jointly and severally. And for the payment of the above bond, we waive our right of exemption as to personal property, under the Constitution and Laws of the State of Alabama.

Sealed with our seals and dated this _____ day of _____ 193____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas a Writ of Attachment issued by Eubie Byrd

at the suit of said Eubie Byrd against

the estate of the above named Mary White

returnable before the said Judge of Circuit Court

as aforesaid, at his office on the _____ day of _____, 193____, for the

sum of Four hundred sixty-one and 78/100----- DOLLARS,

has been placed in the hands of Taylor Wilkins, Sheriff in and for the said County, and has been levied by him upon the following property, to-wit:

One 1955 Cadillac Tag # 5-10545

and whereas, the property has been delivered to the said Mary White

_____ on his entering into this bond.

NOW, THEREFORE, If the Defendant shall fail in said action, he or his securities shall return the specific property attached and above mentioned to the said Sheriff, within ten days after judgment against said Defendant in this suit, then this obligation to be void, otherwise to remain in full force and effect.

Taken and approved this 28th

day of July, 1936

Mary White (L. S.)
Eugene Thompson (L. S.)
J. L. Matthews (L. S.)

EUBIE BYRD

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

MARY WHITE

X

AT LAW

NO. _____

Defendant

X

~~Comes the defendant and without waiving demurrers heretofore~~
filed, for answer to the complaint filed in said cause and to each
count thereof separately and severally, shows as follows:

-1-

As to Count One, she denies the allegations of said com-
plaint.

-2-

As to Count Two, she denies the allegations of said com-
plaint.

-3-

As to Count Three, she denies the allegations of said com-
plaint.

-4-

That plaintiff was indebted to defendant in the sum of
Three Hundred Thirty and 24/100 (\$330.24) Dollars in that plaintiff
warranted the repair job subject of this suit for a period of thirty
days and said repairs being negligently done by the plaintiff so
that the parts handled by the plaintiff broke and damaged the motor
repaired, so that the defendant was required to install another
motor and the amount of said installation being Three Hundred Thirty
and 24/100 (\$330.24) Dollars which amount is now due and unpaid and
which defendant hereby offers to set off against the demand of the
plaintiff and she claims judgment for the excess.

THOMPSON & WHITE

BY: 

Attorney for defendant

Defendant respectfully requests trial by jury.


Attorney for defendant

FILED

SEP 6 1961

ALICE J. DUCK, CLERK,
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Alice L. Miller a Notary

Public, personally appeared Ray C. Stephens, as Executive Vice-President of the First National Bank of Bay Minette, a National Banking Corporation, who by me being first duly sworn deposes and says that it is not a party to the attachment writ issued in the case of Eubie Byrd v. Mary White, under which writ the following described property has been levied on by Taylor Wilkins, Sheriff of Baldwin County, Alabama, to-wit:

1955 Cadillac 4-Dr. V-8 Sedan, Serial #5562-88908

The said Ray C. Stephens, as Executive Vice-President of the First National Bank of Bay Minette, a National Banking Corporation, further says that it claims the said above described property, and that its right, title and interest in the said property is paramount to the right, title and interest of the defendant to the same.

Claimant bases its claim to said property on a chattel mortgage covering said property, and duly executed by the defendant on the 13th day of May, 1961, which said mortgage was duly recorded in the office of the Judge of Probate of Baldwin County on the 16th day of May, 1961, in Mortgage Book 364 page 173 (Personal Property). Said mortgage also covers additional indebtedness of defendant to First National Bank, a National Banking Corporation dated July 18, 1961, filed July 25, 1961, in Mortgage Book 370, page 360 (Personal Property).

Certified copies of said mortgages are attached hereto and made a part hereof.

FIRST NATIONAL BANK OF BAY MINETTE
a National Banking Corporation

BY:

Ray C. Stephens
Executive Vice-President

Sworn to and subscribed before me this the 2nd day of August, 1961.

Alice L. Miller
Notary Public, Baldwin County, Alabama

THE STATE OF ALABAMA, BALDWIN COUNTY

ON

Prin. 1250.30

Int.

fr dt

1264.80

Ins.-Rec. Tax 12.50-2.00

POST OFFICE City

BAY MINETTE, ALABAMA,

May 13, 1961

196

On or before November 13, 1961 next, I promise to pay to the First National Bank of Bay Minette, Ala., or order at its office at Bay Minette, Ala. Twelve Hundred Sixty-four and 50/100 DOLLARS

value received with interest thereon at the rate of 8 percent per annum until maturity. Should this note be paid at maturity, whether by day or demand, the same shall bear interest at the rate of 8 percent per annum until paid. And the undersigned agrees to pay the First National Bank of Bay Minette, Ala., for all future advances made by them to the undersigned.

And I/we hereby waive all right to exemption under the Constitution and Laws of this State or any other State and the United States, and if it becomes necessary to employ an attorney in the collection of this debt I/we agree to pay all reasonable Attorney's fees charged therefor. And to secure the payment of above amount, and all future advances I/we hereby bargain, sell and convey unto First National Bank of Bay Minette, Ala., or assigns all my/our live stock, farming implements, and all my/our household and kitchen furniture and all personal property of every description now owned by me/us or which I/we or either of us may acquire before payment in full of this obligation; also the entire crop of agricultural products of any kind raised by or for me/us during the year 1961 on any lands whatsoever, and said property I/we warrant to be free from any encumbrance. A portion of the property hereby mortgaged is more definitely described as follows, to-wit:

1955 Cadillac 4-Dr. V-8 Sedan, Serial #5562-88908

And after maturity, and non-payment of this obligation in whole or in part the first National Bank of Bay Minette, Alabama, their agents or assigns may seize and sell at public outcry for cash before the Court House door of Baldwin County, all or any of said property after posting for five days, written notice of such sale on said Court House door. The proceeds of such sale shall be applied, first to the expense of advertising and making sale, including a reasonable attorney's fee, second to the above described indebtedness, and the balance, if any, to the undersigned. The undersigned agree to pay the recording fees and also the mortgage tax on this conveyance.

Witness my hand and seal this the 13 day of May, 1961.

ATTEST: Mary Thompson White (L. S.)

27361

INSURED VULCAN

Mrs. Mary Thompson White 43 (L. S.)

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption from the payment of any other State. I also consent to pay mortgage, and waive payment or any removal of the same from the property, and demand, protest and non payment thereof.

STATE OF ALABAMA
BALDWIN COUNTY

I certify that this instrument was filed on

MAY 16 1961

and that no tax was collected. Recorded in Book 264
Page 172
By Judge of Probate

P. G. J. Hall B. B. M.

The State of Alabama,
Baldwin County. }

PROBATE COURT

I, W. R. STUART, Judge of Probate Court in and for said State and County, hereby certify
that the within and foregoing ONE PHOTOSTATIC _____ pages

contain a full, true and complete copy of the MORTGAGE FROM MARY THOMPSON WHITE TO
THE FIRST NATIONAL BANK OF BAY MINETTE,

as the same appears of record in my office., in Mortgage Book 364 Page 173..

Given under my hand and seal of office, this 31st day of JULY, 1961

W R Stuart
Judge of Probate

By: Harry M. D. Lane Chief Clerk

[illegible]

RECORDED
JUL 26 1961 8:22 AM
JUL 26 1961

and that to
Book 320
Page 360
By Wm. H. Hurst
Judge of Probate

Revd. J. B. Jones

[illegible]

Received 2 day of Aug 1961
and on 4 day of Aug 1961
I served a copy of the within
on Kenneth Cooper
Plt. Lt.
By service on
TAYLOR WILKINS, Sheriff
W. O. Barnes D. S.

6867

The State of Alabama,
Baldwin County.

PROBATE COURT

I, W. R. STUART, Judge of Probate Court in and for said State and County, hereby certify
that the within and foregoing ONE PHOTOSTATIC pages

contain a full, true and complete copy of the MORTGAGE FROM MARY THOMPSON WHITE TO
THE FIRST NATIONAL BANK OF BAY MINETTE,

as the same appears of record in my office., in Mortgage Book 370 Page 360.

Given under my hand and seal of office, this 31st day of JULY, 1961

W R Stuart
Judge of Probate
By Harry M. O'Brien Chief Clerk

EUBIE BYRD,)
Plaintiff)
Vs)
MARY WHITE,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

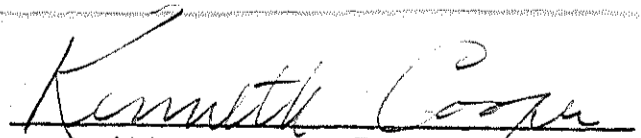
Case No. 4789

DEMURRERS

Comes now the Plaintiff, Eubie Byrd, in the above styled cause, and offers the following separate and several demurrers to Defendant's Answer and Amended, and to each and every count thereof:

1. The said Answer and Amended is uncertain.
2. The said Answer as Amended is vague.
3. The said answer as Amended is indefinite.
4. Counts 4, 5 and 6 are a misjoinder of causes of action.
5. Counts 4, 5 and 6 do not state a cause of action because said counts do not allege the date Plaintiff was indebted to Defendant.
6. Counts 4, 5 and 6 do not allege how the repairs were negligently done.
7. Counts 4, 5 and 6 do not allege how Plaintiff was liable to Defendant.
8. Counts 4, 5 and 6 do not allege why the Plaintiff was required to install another motor in Defendant's moto vehicle.
9. Counts 4, 5 and 6 do not allege what kind of motor was broken, nor how it was damaged.
10. Counts 4, 5 and 6 state new and distinct causes of action.
11. The answer and the counts thereto do not state a defense to Plaintiff's Bill of Complaint.

Attorney of Record
For Defendant:
Hon C. Lenoir Thompson
Attorney at Law
Bay Minette, Alabama


Attorney for Plaintiff

FILED

MAR 7 1962

ALICE J. DUCK, CLERK
REGISTER