

TRUSTEES LOAN AND DISCOUNT
COMPANY, INC., A Corporation,

Plaintiff,

Vs.

WILLIE DYKES, J. H. MONTGOMERY,
and JAMES O. COGBORN,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5860

DEMURRER

Comes now the Defendant, J. H. Montgomery, and files this his
demur to the Plaintiff's Complaint and each count thereof, separ-
ately and severally, says:

1.

That the Complaint fails to state a cause of action.

2.

The Complaint fails to show that the note sued on was due and
unpaid.

WILTERS & BRANTLEY

BY:

William M. Brantley
Attorney for Defendant,
J. H. Montgomery

FILED

JAN 8 1934

ALICE L. DICK, CLERK
REGISTER

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Willie Dykes; J. H. Montgomery and James O. Cogborn 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 Trustees Loan and Discount Company, Inc., a corporation.

WITNESS my hand this 10 day of December, 1963.

W. L. Duck

The Defendants' addresses are as follows:

Willie Dykes, Route 4, Box 1426, Sylacauga, Alabama.
J. H. Montgomery, Baldwin County Training School, Daphne, Alabama.
James O. Cogborn, 812 East Academy Street, Troy, Alabama

TRUSTEES LOAN AND DISCOUNT
COMPANY, INC., a corporation,

Plaintiff,

VS.

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and JAMES O. COGBORN,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

71,5860

COMPLAINT

The plaintiff claims of the defendants SIX HUNDRED FORTY-TWO AND 58/100 DOLLARS (\$642.58), due by promissory note made by them on the 6th day of July, 1959, and payable in 12 monthly installments of \$64.00 each beginning October 10, 1959, together with interest on the said indebtedness from December 4, 1962. Plaintiff avers that in and by the terms of the said promissory note the defendants agreed to pay all costs of collecting, or securing or attempting to collect or secure the said promissory note, including a reasonable attorney's fee, which attorney's fee the plaintiff avers is \$100.00 and which it herewith claims.

64-12-12-63 FILED

12-21-63

12-30-63

DEC 19 1963
W. L. DUCK, CLERK
REGISTER

W. L. Duck
Attorney for Plaintiff

Received 10 day of Dec. 1963
and on 12th day of Dec. 1963
I served a copy of the within SAC
on G. H. Montgomery

By service on _____

TAYLOR WILKINS, Sheriff
By Heibat D. S.
Daphne

Sheriff claims 54 miles at
Ten Cents per mile Total \$ 5.40
TAYLOR WILKINS, Sheriff
BY Paul DeLoat
DEPUTY SHERIFF

Received this 20th
Day of December 1963
Presley Davis
Sheriff Pike Co. Ala

Executed this 21st Day
of December 1963 By
Leaving copy of within
With James O. Cogburn
Presley Davis
Sheriff Pike Co. Ala

770,5868

Trustees Loan Discount Co
Inc. a corp.

VS

Willie Dykes,
S. H. Montgomery
James O. Cogburn

~~Received this~~ 30th day of Dec.
63 By Serving a Copy of the Within With
Willie Dykes
Luke Brown Sheriff
Blanche M. Martin D.A.

MILEAGE ON SUMMONS AND
MESNE PAPERS AT 10¢ PER MILE
44 MILES. TOTAL \$ 4.40
Luke Brown
SHERIFF

Dec 10 1963

J. DICK, CLERK
REGISTER

TRUSTEES LOAN AND DISCOUNT
COMPANY, INC., a corporation,

Plaintiff

vs

WILLIE DYKES, J. H. MONTGOMERY
and JAMES O. COGBORN,

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY,

ALABAMA

AT LAW

NO. 5860

DEMURRER

Comes the defendant, James O. Cogborn, and demurs to the complaint
heretofore filed and for grounds therefor says:

First: The complaint states no cause of action.

Second: The plaintiff does not set out the promises of the
defendant on which this suit is based.

Third: The plaintiff does not set out wherein defendant has
breached his contract.

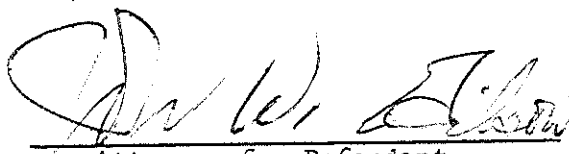
Fourth: Plaintiff does not describe the terms of the contract.

Fifth: Plaintiff does not allege the due date of said promissory
note.

FILED

DEC 27 1963

ALICE J. DUCK, CLERK
REGISTER


Attorney for Defendant
James O. Cogborn