

STATE OF ALABAMA,
COUNTY OF BALDWIN.

CIRCUIT COURT, BALDWIN COUNTY,
NO. 5941 TERM, 1963

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon GEORGE W. NELSON, JR, Individually and doing business as REBEL T. V., 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 GEORGE W. NELSON, JR. Individually, and doing business as REBEL T. V. Defendant, by BANKERS LEASING CORPORATION, a Corporation, Plaintiff.

WITNESS my hand this 26 day of Feb 1963

Reinhold Clerk

BANKERS LEASING CORPORATION,
a Corporation,

Plaintiff,

VS

GEORGE W. NELSON, JR.,
Individually, and doing
business as REBEL T. V.

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.


No. 5941

C O M P L A I N T
COUNT I

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED TWENTY EIGHT AND SEVENTY FIVE (\$428.75) DOLLARS, due from him by account between the Defendant and BANKERS LEASING CORPORATION on the 7th day of December 1962, which sum of money with the interest thereon is still unpaid, and is the property of the Plaintiff. The account sued on is evidenced by an itemized and verified statement of account filed herewith.

COUNT II

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED TWENTY EIGHT AND 75/100 (\$428.75) DOLLARS, damages for breach of an agreement entered into by him on the 10th day of December 1962, whereby he agreed to pay rent of TWELVE AND 25/100 (\$12.25) DOLLARS, per month for three years from the 7th day of December 1962; and further agreed that if Defendant fails to pay any rent within 10 days after same is payable, the Plaintiff may sue for, and recover, all rents and other amounts then due, and hereinafter accruing under this agreement, which Plaintiff elects to claim, and the Plaintiff says that although it has complied with all the provisions on its part, the Defendant has failed to comply with the following conditions herein, that is, has failed to pay the rents due from the 7th day of January 1963, wherefore Plaintiff sues.


E. G. Rickarby, Attorney for Plaintiff.

FILED

FEB 26 1964

ALICE J. DUCK, CLERK
REGISTER

64-2-26-64

STATEMENT

BANKERS LEASING CORPORATION

4140 Office Parkway • Dallas 4, Texas • TAYlor 4-6795

75204

REBEL T.V.
BOX 251
FOLEY, ALABAMA

DUE DATE

DESCRIPTION

AMOUNT

Lease Contract #1546 dated 12/7/62

Total Amount.....

Less one month payment Received.....

Balance due under Lease.....

\$ 441.00

12.25

\$ 428.75

The above statement of account is a true
and correct statement of account according
to the books and records of Bankers Leasing
Corporation.

BANKERS LEASING CORPORATION

BY:

Ray B. Moore, Treasurer

STATE OF TEXAS,

COUNTY OF DALLAS.

Before me, the undersigned Notary Public, in and for said county, in said state, personally appeared R. L. Covington, who being first duly sworn, deposes and says that (he/she) is Vice President (office held) for BANKERS LEASING CORPORATION, a corporation;

That as such Officer, Vice President, affiant has knowledge of the account owed to BANKERS LEASING CORPORATION, a corporation, by GEORGE W. NELSON, JR., individually and doing business as REBEL T. V., who is:

A. An individual.

B. ~~A partnership composed of the following partners:~~

or

C. ~~A Corporation~~

That the attached itemized statement is a true and correct statement of the account owed by GEORGE W. NELSON, JR., Individually and doing business as REBEL T. V., to BANKERS LEASING CORPORATION, a corporation;

That there is now owing by GEORGE W. NELSON, Ind. and d/b/a REBEL T. V. to BANKERS LEASING CORPORATION, a corporation, the sum of Four Hundred Twenty-eight & 75/100(\$428.75) DOLLARS, with interest from the 22nd day of July, 19 63, after allowing all credits.

R. L. Covington
Affiant

R. L. Covington
Vice President

Subscribed and sworn to before me this the 27th day of January, 1964.

Larene Hawk
Notary Public Dallas County, Texas.

NO. 5941

Bankers Leasing Corp

Received 26 day of Feb 1964
and on 26 day of Feb 1964
I served a copy of the writ on Douglas L. Nelson Jr
By service on _____

TAYLOR WILKINS Sheriff
Douglas L. Nelson Jr

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

George W. Nelson Jr

FILED

FEB 26 1964

ALICE L. DUCK, CLERK
RECORDS

70,5941

Bankers Leasing Corp

115

George W. Nelson Jr

Received 26 day of Feb 1944
and on 26 day of Feb 1944
I served a copy of the writ on D. C. Nelson Jr
on George W. Nelson Jr
By service on _____

TAYLOR WILKINS Sheriff

By A. L. Duck

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY A. L. Duck
DEPUTY SHERIFF

FILED

FEB 26 1944

ALICE I. DUCK, CLERK
REGISTER

BANKERS LEASING CORPORATION,
a corporation,

PLAINTIFF,

VS:

GEORGE W. NELSON, JR.,
Individually and d/b/a
REBEL T.V.

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5941

A N S W E R

Comes the Defendant and answers the Complaint filed by the Plaintiff and for Counts I and II, states that he is not indebted to the Plaintiff in the amount of FOUR HUNDRED TWENTY-EIGHT & 75/100 DOLLARS (\$428.75) nor for any other amount.

The Defendant alleges that the contract referred to provides "This agreement may be cancelled with or without reason by either party upon thirty (30) days written notice to the other. This instrument contains the entire and only agreement between the parties in connection with said matter and any representation, promise or condition not incorporated herein shall not be binding on either party." The Defendant alleges that he gave the Plaintiff notice of the fact that the equipment referred to failed to operate, but the Plaintiff failed to comply with item No. 2, as follows: "Furnish dealer with all technical data and service bulletins and assist dealer to furnish adequate service to all machines in territory."

George W. Nelson
George W. Nelson

James A. Allen
Attorney for Defendant

The Defendant demands trial by jury.

James A. Allen
Attorney for Defendant

Sworn to and subscribed before me on
this 10th day of March, 1964.

James A. Allen
Notary Public, Baldwin
County, Alabama

FILED

APR 8 - 64

ALICE J. DICK, CLERK
REGISTER

BANKERS LEASING CORPORATION,
a corporation,

PLAINTIFF,

VS:

GEORGE W. NELSON, JR.,
Individually, and d/b/a
REBEL T.V.,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

MOTION TO SET ASIDE JUDGMENT BY DEFAULT

Comes your Petitioner, GEORGE W. NELSON, JR., in the above styled cause and moves the Court to set aside the said judgment by default heretofore rendered in this cause and for grounds therefor show unto the Court as follows:

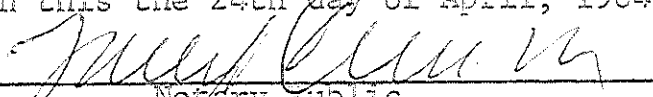
That the Defendant filed a sworn answer in this case in which he denied any indebtedness to the Plaintiff which answer was filed on the 30th day and the first day the Plaintiff could take judgment. However, the Plaintiff's attorney had taken judgment early that day.

The Defendant further alleges that he has a good defense to the complaint which is not frivolous. The Defendant resides in Foley and was diligent to employ the undersigned attorney to file an answer denying the indebtedness which answer was sworn to. The Defendant's attorney prepared said answer promptly and mailed it to the Defendant for signature and the Defendant was ordered on a business trip to Florida before receiving the answer and was unable to get it to his attorney until a day or two before the thirty day period to answer was to expire. Said attorney promptly sent it to the Clerk for filing, but it was too late as stated above.



Attorney for Defendant

Sworn to and subscribed before me

on this the 24th day of April, 1964.


Notary Public
Baldwin County, Alabama

The Defendant herewith with draws his
demand for trial by jury.


Attorney for Defendant

FILED

APR 24 1964

ALICE J. DUCK, CLERK
REGISTER

April 9, 1964

Hon. Forest A. Christian

Foley, Alabama

Dear Sir:

Re: Bankers Leasing Corp.
vs: George W. Nelson, Jr.
Case no. 5941
and:
Rinehimer Bros. Mfg. Co.
vs: Earl Forsman, Ind. & d/b/a
Case No. 5942

Judgment was rendered in both of the above style cases, before your
answer was filed.

Yours very truly,

Clerk/

AJD/eb

COPY

E. G. RICKARBY

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA 36532

April 29, 1964

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

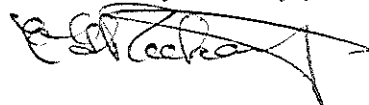
Dear Mrs. Duck:

Inre: Bankers Leasing Corporation
Vs: George W. Nelson, d/b/a Rebel
T. V.
Case No. 5941
Our File: 63-21

Enclosed find Demurrers in the above styled cause.

I have sent copy of same to the attorney for the
defendant. Please process, and oblige.

Yours very truly,



EGR/ts

Encl.

5/20/64

ccs: Mr. Forrest Christian
Dun & Bradstreet, Inc.

BANKERS LEASING CORPORATION,
a corporation,

PLAINTIFF,

VS:

GEORGE W. NELSON, JR.,
Individually, and d/b/a
REBEL T. V.,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

DEMURRERS TO MOTION TO SET ASIDE JUDGMENT BY DEFAULT

Comes the Plaintiff in the above styled cause and offers the following separate and several demurrers to the motion to set aside judgment by default, and assigns the following grounds:

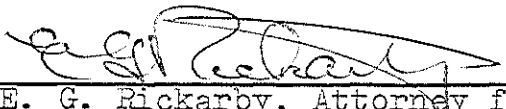
ONE: The petitioner or movant does not allege with sufficient certainty of what his meritorious defense to this suit consists.

TWO: The petitioner or movant does not allege with the certainty required by law of what his meritorious defense to this action consists.

THREE: The petitioner or movant does not allege facts constituting the supposed defense so that the Court may judge their sufficiency.

FOUR: The only allegation is a general conclusion as to a meritorious defense.

FIVE: The petitioner or movant does not show sufficient matter of excuse to justify setting aside this judgment.


E. G. Rickarby, Attorney for
Plaintiff.

FILED
MAY 1, 1960
ALICE J. DUCK, CLERK
BALDWIN COUNTY, ALA.

BANKERS LEASING CORPORATION,
a corporation,

PLAINTIFF,

VS:

GEORGE W. NELSON, JR.,
Individually, and d/b/a
REBEL T. V.,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

DEMURRERS TO MOTION TO SET ASIDE JUDGMENT BY DEFAULT

2671
Comes the Plaintiff in the above styled cause and offers the following separate and several demurrers to the motion to set aside judgment by default, and assigns the following grounds:


ONE: The petitioner or movant does not allege with sufficient certainty of what his meritorious defense to this suit consists.

TWO: The petitioner or movant does not allege with the certainty required by law of what his meritorious defense to this action consists.

THREE: The petitioner or movant does not allege facts constituting the supposed defense so that the Court may judge their sufficiency.

FOUR: The only allegation is a general conclusion as to a meritorious defense.

FIVE: The petitioner or movant does not show sufficient matter of excuse to justify setting aside this judgment.


E. G. Rickarby, Attorney for
Plaintiff.

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

February 25, 1964

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Bankers Leasing Corporation
Vs: George W. Nelson Jr., d/b/a Rebel T. V.
Our File: 63-213

Enclosed find Summons and Complaint, and itemized

and verified Statement, both in duplicate, and

deposit for cost in the sum of \$25.00.

Please process and oblige, and hand enclosed letter
to the Sheriff.

Yours very truly,



EGR/ms
Enclosures
Dup: Dun & Bradstreet, Inc.

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

March 25, 1964

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Bankers Leasing Corporation
Vs: George W. Nelson, Jr., d/b/a Rebel T. V.
Circuit Court File 5941
Our File: 63-213

Request judgment by default in this case for

Principal.....	\$408.97
Interest	37.53
Attorney's Fee.....	72.13
<hr/>	
TOTAL.....	\$590.67

on itemized and verified statement of account. Please
take it down to the Probate Court and have it recorded and
charge costs of recording to my account, and oblige.

Yours very truly,



EGR/ms