

COPY

FOREST A. CHRISTIAN
ATTORNEY AT LAW
P. O. DRAWER 190
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FOLEY, ALABAMA 36535

December 8, 1965

C. LeNoir Thompson, Esq.
Attorney at Law
Bay Minette, Alabama

Re: Ford Motor Credit Company
Vs: Jonathan D. Thompson
Case No. 6567

Dear LeNoir:

I have been authorized by the Plaintiff to request
the Court to take a non-suit in the above mentioned case.

Cordially yours,


FOREST A. CHRISTIAN

cc: Honorable Telfair Mashburn
Circuit Judge Baldwin County
c/o Clerk of Court
Bay Minette, Alabama

FORD MOTOR CREDIT COMPANY,
a corporation

Plaintiff

vs

JONATHAN DURANT

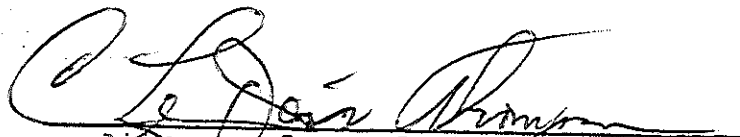
Defendant

X
X
X
X
X
X

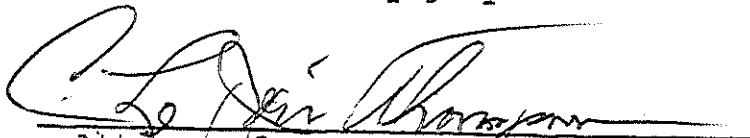
6567
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Comes the defendant in the above styled cause and demurs
to the complaint filed in said cause and to each phase thereof
separately and severally as follows:

1. Said complaint fails to state a cause of action.
2. Said complaint fails to state whether said written agreement was a title retention agreement or a chattel mortgage.
3. That said complaint fails to allege that said automobile was sold at a public sale.


Attorney for Defendant

Defendant respectfully requests trial by jury.


Attorney for Defendant.

FILED
JUL 29 1965
ALICE L. DUCK, CLERK
REGISTER

FILED
NOV 1965
ALICE L. DUCK, CLERK
REGISTERED

[Signature]
Attorney for defendant.

comes the defendant and for answer to the complaint
filed in said cause shows as follows:

1. He denies the allegations of said complaint.

2. And for further answer thereof says the basis of
said complaint was the execution of a title retention sales
contract between the defendant herein and Treadwell Ford, Inc.,
assignor of said sales contract and note to Ford Motor Credit
Company, and that said plaintiff herein through its agents,
servants or employees repossessed said automobile under
the terms of said title retention contract. Hence, said
plaintiff should not recover.

3. That the said One Hundred Seventy-four and 59/100 Dollars
(\$174.59) damages, the amount demanded by said plaintiff is in
fact a portion of the interest and carrying charges charged
by said plaintiff on an original demand of approximately
\$2400.00. Wherefore, said demand by the plaintiff constitutes
usury.

4. Comes the defendant and claims of the plaintiff by way
of recoupment the sum of Four Hundred (\$400.00) Dollars for
that hereto fore on to-wit, December 5, 1961, defendant pur-
chased from Treadwell Ford, Inc., of Mobile, assignor to
Ford Motor Credit Company, a corporation, plaintiff in this
cause, the automobile subject of this action. That said
plaintiff repossessed and sold said automobile and failed
or refused to refund to your defendant the value of \$400.00
being the excess of the legally constituted amount recovered
by said plaintiff, which automobile is the subject of this
suit. Wherefore, this demand for \$400.00.

FORD MOTOR CREDIT COMPANY,	X
a corporation	X
Plaintiff	X
VS	X
JONATHAN DURANT	X
Defendant	X
AT LAW	X
NO. 6567	X
BALDWIN COUNTY, ALABAMA	X
IN THE CIRCUIT COURT OF	X

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JONATHAN DURANT, 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, Alabama, at the place of holding same by FORD MOTOR CREDIT COMPANY, a corporation.

Witness my hand this the 24 day of June, 1965.

Deane J. Clark
Clerk

** ** *

COMPLAINT

FORD MOTOR CREDIT COMPANY,
a corporation,

PLAINTIFF,

VS:

JONATHAN DURANT,

DEFENDANT.

X
X
X
X
X
X
X


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Plaintiff claims of the Defendant the sum of, to-wit, ONE HUNDRED SEVENTY-FOUR & 59/100 DOLLARS (\$174.59) damages, for the breach of a written agreement entered into by the Defendant on, to-wit, December 5, 1961, by which he promised to pay to TREADWELL FORD, INC. the sum of, to-wit, \$76.85 each month, commencing on, to-wit, January 19, 1962, and continuing on the 19th day of each month thereafter until the sum of, to-wit, \$3,116.75 had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public sale or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency, the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it in writing by the said TREADWELL FORD, INC. before default in said written instrument, for which a valuable consideration has been paid.

Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of, to-wit, \$1,882.19; that the automobile mentioned therein was transferred to WARREN E. DUBOURG, for balance owed except for repossession expenses of \$174.59 which remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemptions contained in said written instrument.

Plaintiff claims the additional sum of, to-wit, \$35.00 as a reasonable attorney's fee, averring that, \$35.00 is a reasonable attorney's fee as is provided in said written instrument.


Forest A. Christian
Attorney for Plaintiff

Forest A. Christian
Attorney at Law
Foley, Alabama

Defendant may be served at:

Route 1,

Bay Minette, Alabama

EX-6-28-65

FILED
JUN 24 1965
ALICE L. WICK, CLERK
REGISTER

and on 3rd day of June 1945

I served a copy of the within etc

on Jonathan Durant

By service on _____

SUMMONS AND COMPLAINT

TAYLOR WILKINS, Sheriff

By W. A. Solbert

White House Farm

FORD MOTOR CREDIT COMPANY, a
corporation,

PLAINTIFF,

VS:

JONATHAN DURANT,
Route 1
Bay Minette, Alabama

DEFENDANT.

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

By W. A. Solbert

DEPUTY SHERIFF

LAW OFFICE OF

FOREST A. CHRISTIAN

FOLEY, ALABAMA