

NATIONAL FINANCE CO., INC.,
a corporation,

PLAINTIFF,

VS

CHARLIE TUNSTALL, JR.,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

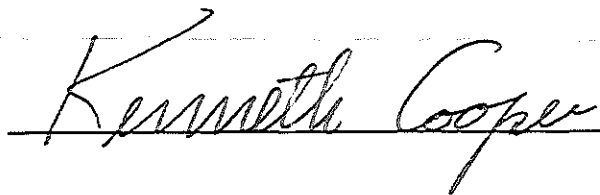
DEMURRER

Comes now the defendant, by his attorney of record, Kenneth Cooper, Esquire, and demurs to the Complaint and to each and every count thereof, separately and severally, and as grounds therefor saith, to-wit:

1. The Complaint is vague.
2. The Complaint is uncertain.
3. The Complaint does not state a cause of action.
4. The Complaint fails to allege the specific amount claimed by Plaintiff as still due on said promissory note.
5. The Complaint fails to allege how, or when, the defendant allegedly defaulted in the payment.


ATTORNEY FOR DEFENDANT

I certify that I have mailed a copy of the foregoing DEMURRER to the law firm of Wilters, Brantley and Nesbitt, Robertsedale, Alabama, by depositing the same in U. S. Mail, postage prepaid, at Bay Minette, Alabama, on this 28 day of Feb, 1967.



FILED

FEB 28 1967

ALICE J. NICK, CLERK
REGISTER

NATIONAL FINANCE CO., INC.,
a Corporation

PLAINTIFF

vs

CHARLIE TUNSTALL, JR.

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7324

1.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$556.00), balance due after all proper credits given on the promissory note made by the Defendant on August 27, 1966, and payable as follows: one (1) payment of \$20.00 due September 3, 1966 and fifty (50) payments of \$12.00 each to be made weekly, first payment of \$12.00 to be due and payable September 10, 1966. The Plaintiff avers that the Defendant defaulted in the payments and under the provisions of the note sued on the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from October 1, 1966. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses and reasonable attorneys fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee in the amount of \$85.00.

FILED
DEC 22 1966
MADE & BUREAU CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

By:

Phyllis S. Nesbit
Attorney for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CHARLIE TUNSTALL, JR.

lives in Tensaw, Alabama - works at Baker McMillian Co.

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.....

CHARLIE TUNSTALL, JR......, Defendant....

by

NATIONAL FINANCE CO., INC. a corporation....., Plaintiff....

Witness my hand this 22 day of December 1966

Alice D. Suel..... Clerk

No. 7324 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

NATIONAL FINANCE CO., INC.

a corporation

Plaintiffs

vs.

CHARLIE TUNSTALL, JR.

Defendants

SUMMONS AND COMPLAINT

Filed DEC 22 1966 19.....

Clerk

FILED
DEC 22 1966
ALICE J. DUCK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Tensaw, Alabama

works at: Baker McMillian Co.

RECEIVED
Received In Office

DEC 22 1966 19.....

JAYLOR WILKINS, Sheriff
SHERIFF

I have executed this summons

this 1-24 1967

by leaving a copy with

Charles Tunstall

Sheriff claims 2 miles at

Ten Cents per mile Total 20

JAYLOR WILKINS Sheriff

by W. A. Tolbert

DEPUTY SHERIFF

Jaylor Wilkins Sheriff

W. A. Tolbert Deputy Sheriff

Shirley

NATIONAL FINANCE CO., INC.,
A Corporation,

Plaintiff,

Vs.

CHARLIE TUNSTALL, JR.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

ANSWER

1. The Defendant, in answer to the complaint, saith that the said note, upon which the action is founded, is usurious and void for the interest thereto.

2. The allegations of the complaint are untrue.

Kenneth Cooper
ATTORNEY FOR DEFENDANT

I certify that I have mailed a copy of the foregoing ANSWER to the law firm of Wilters, Brantley and Nesbit, Robertsedale, Alabama, by depositing a copy of same in United States mail, postage prepaid, at Bay Minette, Alabama, on this 10 day of July, 1967.

Kenneth Cooper
ATTORNEY FOR DEFENDANT

FILED

JUL 11 1967

NOTED - 2500
RECEIVED

NATIONAL FINANCE CO., INC.,
A CORPORATION,

PLAINTIFF

VS.

CHARLIE TUNSTALL, JR.,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 7324

MOTION TO STRIKE

Comes now the Plaintiff in the aboved styled cause and moves the court to strike the demurrers and demand for jury trial filed in this cause on or about the 28th day of July, 1967, and as grounds for said motion says as follows:

1. That the defendant filed an answer in this case on the 10th day of July, 1967, thereby waiving his right to demur at a later date.

2. On the 20th day of February, 1967, the defendant filed demurrers in this cause. He did not at that time demand a trial by jury; more than 30 days has elapsed since the Bill of Complaint was filed in this cause. The defendant's demand for trial by jury is now barred.

WILKERS, BRANTLEY & NESBIT

By: *William M. Brantley*

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 16 day of August 1967, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILKERS, BRANTLEY & NESBIT

By: *William M. Brantley*

*Filed 8-17-67
Airtel received
ccw*

NATIONAL FINANCE CO., INC.,
A Corporation,

Plaintiff,

Vs.

CHARLIE TUNSTALL, JR.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

DEMURRER

Comes now the Defendant, Charlie Tunstall, Jr., by his attorney, and demurs to the complaint heretofore filed in this cause, and assigns as grounds therefor the following, to each and every count thereof, separately and severally, to-wit:

1. The complaint fails to state a legal cause of action.
2. Plaintiff fails to allege that it holds the alleged promissory note in due course.
3. Plaintiff fails to allege it lawfully holds the alleged promissory note.
4. Complaint fails to allege the amount paid on the alleged promissory note.
5. Plaintiff fails to allege it is a domestic corporation.
6. The complaint fails to allege to whom the alleged promissory note was made payable by the Defendant.

Defendant demands a trial
by jury in this cause.

Kenneth Cooper
ATTORNEY FOR DEFENDANT

Kenneth Cooper
ATTORNEY FOR DEFENDANT

Subscribed and sworn to before me this _____ day of _____, 1967.

NOTARY PUBLIC,

I hereby certify that I have served a copy of the foregoing DEMURRER on Hon. Phyllis Nesbit, Attorney At Law, Robertsdale, Alabama, by depositing a copy of same in the United States Mail at Bay Minette, Alabama, addressed to her as above indicated by first class mail, postage prepaid, on this 28 day of July, 1967.

Kenneth Cooper
ATTORNEY FOR DEFENDANT

JUL 31 1967

ALICE J. DICK
CLERK