

ATLANTIC DISCOUNT CORPORATION,
a corporation, as Assignee of
CITY FURNITURE COMPANY, INC.,
a corporation,

Plaintiff,

Vs.

ALTON BURGETT (also known as
Daryel Burgett) and JUANITA
BURGETT,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

DEMURRER

Come now the Defendants in above-styled cause, Alton Burgett and Juanita Burgett, and demur to the complaint heretofore filed in this cause, and as grounds for said demurrer assigns the following reasons, to-wit:

1. The complaint does not state when the account became due.
2. The complaint is vague.
3. The complaint is uncertain.

Kenneth Cooper
ATTORNEY FOR DEFENDANTS

I hereby certify that I have mailed a copy of the foregoing DEMURRER to Wilters, Brantley and Nesbit, Attorneys At Law, Robertsdale, Alabama, by depositing the same in United States mail, postage prepaid, at Bay Minette, Alabama, on this 19 day of June, 1967.

Kenneth Cooper
ATTORNEY FOR DEFENDANTS

FILED
JUN 20 1967
MADE S. DICK, CLERK
REGISTER

ATLANTIC DISCOUNT CORPORATION,
A Corporation, as Assignee of
CITY FURNITURE COMPANY, INC.,
A Corporation,

Plaintiff,

VS.

ALTON BURGETT (also known as
DARYEL BURGETT) and JUANITA
BURGETT,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7544

Comes now the Plaintiff in the above styled cause
and amends Court 1 to read as follows:

1.

Plaintiff claims of the Defendants the sum of TWO HUNDRED THIRTY-TWO and 00/100 (\$232.00) DOLLARS due under written contract for the sale of merchandise between the City Furniture Company, Inc., a corporation and the Defendant on the 12th day of November, 1965 in the amount of TWO HUNDRED THIRTY-SEVEN and 00/100 (\$237.00). Payments were to be made on said contract in the amount of \$9.50 every other week, the first payment being due and payable December 12, 1965. The Defendants made on payment of \$5.00 on February 24, 1967. Said contract has been assigned in writing to the Plaintiff herein. The Plaintiff avers that the said contract has been lost or destroyed by accident and said contract contained a waiver of exemptions of personal property under the laws and constitutions of the State of Alabama and the said contract provided for the payment to the Plaintiff by the Defendants of a reasonable attorneys fee in the event of default of said contract and that contract has been lost or destroyed by accident that has not been paid or otherwise discharged. An affidavit of C. M. Brogdon, Manager of Atlantic Discount Corporation is attached and made a part of this pleading as if fully set out herein. The Plaintiff claims a reasonable attorneys fee of \$40.00 as provided in said contract. The Plaintiff claims said sums with waiver of exemptions as provided in said contract.

WILTERS, BRANTLEY & NESBIT

669

BY:

Phyllis J. Nesbit

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 13th day of July
1947 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.

WILTERS, BRANTLEY & NESBIT

By: Phyllis S. Nesbit

FILED
7-13-47
ALICE L. DICK, CLERK
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ATLANTIC DISCOUNT CORPORATION,
a corporation, as Assignee of
CITY FURNITURE COMPANY, INC.,
A corporation,

Plaintiff,

vs.

ALTON BURGETT (also known as
Daryel Burgett) and JUANITA
BURGETT,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7544

Plaintiff claims of the Defendant the sum of TWO HUNDRED NINETY and 10/100 (\$290.10) DOLLARS due under written contract for the sale of merchandise between City Furniture Company, Inc., a corporation, and the Defendant dated the 10th day of July, 1965, which said contract has been assigned in writing to the Plaintiff herein. Plaintiff claims in addition to said sums a reasonable attorneys fee as provided in said contract. Plaintiff claims said sums with waiver of exemptions as provided in said contract.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis A. Nesbit

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 ~~Alton Burgett (also known as Daryl~~

~~Burgett) and Juanita Burgett~~

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.....

~~Alton Burgett (also known as Daryl Burgett) and Juanita~~ Defendant.....

~~Burgett~~
by ~~Atlantic Discount Corporation Assignee of City Furniture Co.~~

....., Plaintiff.....

Witness my hand this.....1.....day of.....June.....1967.

Ex. 6/3/67

Alvin J. Duck Clerk

No. 7344

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Atlantic Discount Corporation
Assignee of City Furniture Co.

Plaintiffs

vs.

Alton Burgett (also known as
Darryl Burgett) and Manita Burgett
Defendants

SUMMONS AND COMPLAINT

Filed 19.....

JUN 1 1967

Clerk

ALICE J. DUCK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Robert G. Galt, General Dela.

Received In Office

JUN 1 1967 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this June 3 1967

by leaving a copy with

Alton Burgett
Manita Burgett

Sheriff claims 10.00 miles at

Ten Cents per mile Total \$ 10.00

TAYLOR WILKINS, Sheriff

by Carlisle Childers
DEPUTY SHERIFF

Sheriff

Deputy Sheriff

R. H. Duck

ATLANTIC DISCOUNT CORPORATION,
A Corporation, as Assignee of
CITY FURNITURE COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

ALTON BURGETT (also known as
DARYEL BURGETT) and JUANITA
BURGETT,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7544

Comes now the Plaintiff in the above styled cause and
amends amended Count One to read as follows:

1.

Plaintiff claims of the Defendants the sum of THREE
HUNDRED NINETEEN and 10/100 (\$319.10) DOLLARS due under written
contract for the sale of merchandise between the City Furniture
Company, Inc., a corporation and the Defendant on the 10th day of
July, 1965 in the amount of THREE HUNDRED NINETEEN and 10/100
(\$319.10) DOLLARS after all proper credits given. Said contract
contained a waiver of exemptions of personal property under the
laws and constitutions of the State of Alabama and the said con-
tract provided for the payment to the Plaintiff by the Defendants
of a reasonable attorneys fee in the event of default of said con-
tract has not been paid or otherwise discharged. The Plaintiff
claims a reasonable attorneys fee of \$40.00 as provided in said
contract. The Plaintiff claims said sums with waiver of exemptions
as provided in said contract.

WILTERS, BRANTLEY & NESBIT

BY: *Thurlo S. Nesbit*

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22 day of July
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.

WILTERS, BRANTLEY & NESBIT

By: *Thurlo S. Nesbit*

FILED

JUL 27 1967

ALICE J. DUCK

CLERK
REGISTER

ATLANTIC DISCOUNT CORPORATION,
A Corporation, as Assignee of
CITY FURNITURE COMPANY, INC.,
A Corporation,

Plaintiff,

Vs.

ALTON BURGETT (also known as
DARYEL BURGETT) and JUANITA
BURGETT,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7544

DEMURRER

Comes now the Defendants in above-styled cause, and demur to the Complaint heretofore filed, in this cause, and as grounds therefor assign the following, separately and severally, to the Complaint and to each and every Count thereof, to-wit:

1. The Complaint fails to allege how that Plaintiff acquired its interest.
2. The Complaint fails to allege the consideration paid by Plaintiff to City Furniture Company, Inc., for the latter's interest.
3. The Complaint fails to allege that the alleged account is due, or has become due and payable.


ATTORNEY FOR DEFENDANTS

I hereby certify that I have mailed a copy of the foregoing DEMURRER to Hon. Phyllis Nesbit, Attorney At Law, Robertsdale, Alabama, by depositing the same in United States Mail, postage prepaid, at Bay Minette, Alabama, on this 1 day of August, 1967.


ATTORNEY FOR DEFENDANTS

FILED

AUG 1 1967

ALICE J. DUCK CLERK
REGISTER

ATLANTIC DISCOUNT CORPORATION,
A Corporation, as Assignee of
CITY FURNITURE COMPANY, INC.,
A Corporation,

Plaintiff,

Vs.

ALTON BURGETT (also known as
DARYEL BURGETT) and JUANITA
BURGETT,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 7544


ANSWER

Come now the Defendants in above-styled cause, and for
answer to the complaint saith:

Not guilty.


ATTORNEY FOR DEFENDANTS

I hereby certify that I have mailed a copy of the fore-
going ANSWER to Hon. Phyllis Nesbit, Attorney At Law, Roberts-
dale, Alabama, by depositing the same in United States Mail,
postage prepaid, at Bay Minette, Alabama, on this 9th day
of February, 1968.


ATTORNEY FOR DEFENDANTS

FILED

FEB 9 1968

ALICE J. BUCK

CLERK
REGISTER