

CECIL G. CHASON
ATTORNEY-AT-LAW
FOLEY, ALABAMA 36535

November 30, 1967

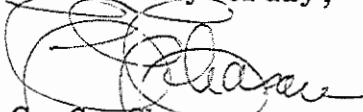
Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Re: Ford Motor Credit Company
vs. Curtis E. Fent
Case No. 7860

Dear Mrs. Duck:

I am enclosing Demurrer in the case mention above.

Yours very truly,



C. G. Chason

CGC:jc

Encl: as stated

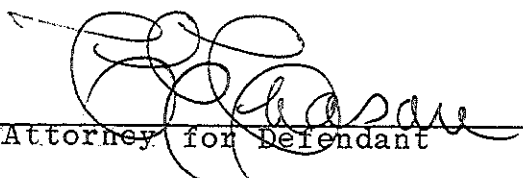
FORD MOTOR CREDIT COMPANY,)	
a corporation,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
-vs-)	
)	AT LAW
CURTIS E. FENT,)	
)	CASE NO. 7860
Defendant.)	

PLEA

Comes now the Defendant and for answer to the Complaint filed against him in this cause, says and avers as follows:-

1. That the allegations of the complaint are untrue.

2. The Defendant confesses that he entered into and signed a written agreement with the Plaintiff on, to-wit, the 17th day of January, 1964; however, as a matter in avoidance, alleges the following: That subsequent to the written agreement of January 17, 1964, the Plaintiff, acting by and through its duly authorized agent, stated to the Defendant that for and in consideration of the Defendant's giving up possession of a certain automobile, which was the subject matter of the written agreement of January 17, 1964, the Plaintiff agreed to release and discharge the Defendant from any further liability under the written agreement of January 17, 1964. The Defendant further alleges that acting in reliance on this statement by the Plaintiff, he gave up possession of said automobile to the Plaintiff.

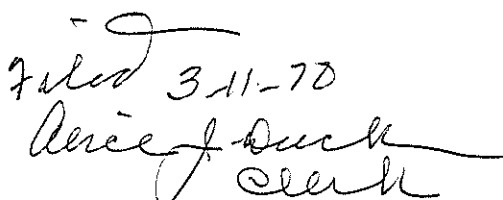


 Attorney for Defendant

I hereby certify that I have personally served a copy of the above Plea on the Honorable Kenneth Cooper, attorney of record for the Plaintiff, on this 11 day of March, 1970.



 C. G. Chason


 Filed 3-11-70
 Alice J. Duck
 Clerk

FORD MOTOR CREDIT COMPANY,
a corporation,

Plaintiff,

-VS-

CURTIS E. FENT,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7860

DEMURRER

Comes the Defendant in the above styled cause and demurs to the Bill of Complaint heretofore filed therein, and as grounds for demurrer shows separately and severally the following:-

1. That the complaint does not state a cause of action.
2. That the terms of the alleged written agreement are not set out with sufficient certainty.
3. That the date of the alleged default is not shown.
4. That it is not alleged that the seizure and sale was carried out in accordance with the terms of the alleged contract.
5. That the date of the seizure and the date of the sale are not set out.
6. For aught that appears in the complaint the vehicle referred to may have been held by the Plaintiff from 1964 to the present date before being sold.
7. The vehicle referred to in the complaint is not described with sufficient certainty.
8. Plaintiff claims attorney's fees without any allegation that the alleged contract provides for the payment of attorney's fees.
9. There is no allegation that demand for payment has been made on the Defendant.
10. There is no allegation to show whether the vehicle was sold at public auction or private sale.

[Signature]
Attorney for Defendant

Defendant respectfully demands
trial by jury.

FILED

DEC 7 1967

ALICE L. DUCK, CLERK
REGISTER

C. G. C.

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11- That the Complaint does not allege that he has tendered or ready, willing or able to perform nor perform

JURY LIST - NOVEMBER 17, 1969

1. Alexander, W. S., Jr., Refrigeration Mechanic, Bay Minette
 2. Ankum, Albert, Tensaw
 3. Ankum, Beatrice, Tensaw
 4. Ankum, George, Tensaw
 5. Averitt, Chester C., Appliance Repair, Foley
 6. Bornholt, Roy H., Farmer, Elberta
 7. Brown, Arthur L., Store Owner, Bay Minette
 8. Campbell, Dorothy M., Secretary, Foley
 9. Edwards, Willie, Jr., Teacher, Bay Minette
 10. Ellis, T. Howard, Montrose
 11. Hall, Howard H., Clerk, Bay Minette
 12. Harville, Arthur, Rabun
 13. Hermecz, Mary Frances, Fairhope
 14. Johnson, Doretha B., Fairhope
 15. King, Jessie, Clerk, Mag. Spgs.
 16. Kutack, Jean Ann, Fairhope
 17. Mannich, Arthur, Merchant, Fairhope
 18. McCreary, Roosevelt, Fairhope
 19. Moore, Ack W., Fairhope
 20. Nall, Wilber C., Farmer, Bon Secour
 21. Niemeyer, C. B., Fairhope
 22. Niemeyer, Lenora, Fairhope
 23. Owen, L. D., Jr., Merchant, Bay Minette
 24. Peters, Billy C., Fairhope
 25. Philippi, Talmage, Rabun
 26. Reynolds, Robert Roy, Fairhope
 27. Rogers, Claude M., Trucker, Bay Minette
 28. Stewart, Kholi, Rabun
 29. Thompson, William Am., Insurance, Bay Minette
 30. Weeks, Elliot, Mechanic, Mag. Spgs.
 31. Sweat, C. D., Real Estate, Robertsedale
 32. Maury, Louise P., Fairhope
 33. Berglin, Ouida, Fairhope
 34. Patton, William L., Jr., Fairhope
 35. Hauge, Ralph O., Clerk, Silverhill
 36. Overstreet, Layton, J., Fairhope
 37. McDade, Adelaide Dodd, Fairhope
 38. Perkins, Sherman T., Fairhope
 39. Reznier, Rudolph, Shrimping, Fairhope
 40. Parke, R. T., Jr., Banker, Fairhope
 41. Washington, John Ed - Little River
 42. Kaiser, George - Foley

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D XXXXX XXX

SUMMONS AND COMPLAINT

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. _____

_____ TERM, 1967

TO ANY SHERIFF OF THE STATE OF ALABAMA; GREETINGS:

You are hereby commanded to summon Curtis E. Fent, of Robertsdale, Alabama, 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 the said Curtis E. Fent by Ford Motor Credit Company, A Corporation, Plaintiff.

Witness my hand this 22nd day of November, 1967.

Alice J. Luck, CLERK.

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

CURTIS E. FENT,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 2860

COUNT ONE:

Plaintiff claims of the Defendant the sum of, to-wit, One Thousand Seven-Hundred Twenty-Five and 95/100 (\$1,725.95) Dollars damages, for the breach of a written agreement entered into by the Defendant on, to-wit, 17 January, 1964, by which he promised to pay to Treadwell Ford, Inc., Mobile, Alabama, the sum of, to-wit, \$91.97 per month, commencing on, to-wit, 2 March, 1964, and continuing on the same day of each succeeding month until the sum of, to-wit, \$3,310.92 had been paid for the purchase of an automobile; said written instrument provided that in the event of default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the re-

mainder due under the said written agreement, 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., Mobile, Alabama, before default in said written instrument, for which a valuable consideration was paid.

Plaintiff alleges that Defendant defaulted in said written agreement in that he failed to make the payments provided for therein leaving a balance due of, to-wit, \$2,887.77; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$700.00, was received for the said automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of said automobile to the balance due under the said written instrument, allowing all just credits, a balance of, to-wit, \$1,725.95 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, \$258.75 as a reasonable attorney's fee, avering that \$258.75 is a reasonable attorney's fee as is provided in said written instrument.

Kenneth Cooper
ATTORNEY FOR PLAINTIFF

DEFENDANT MAY BE SERVED AT:

Robertsdale, Alabama

FILED

NOV 22 1967

ALICE J. DUCK CLERK
REGISTER

Received 22 day of Nov 1967
on 28 day of Nov 1967
I served a copy of the within 84c
Curtis E. Fent

by service on
TAYLOR WILKINS, Sheriff
On 14 7 1967
R. D. Duck

50
Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY H. J. Hall
DEPUTY SHERIFF

CASE NO. 7860

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

CURTIS E. FENT,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

ATTORNEY FOR PLAINTIFF:

KENNETH COOPER

DEFENDANT'S ADDRESS:

Robertsdale, Alabama

FILED

NOV 22 1967

ALICE J. DUCK CLERK
REGISTER