

McDERMOTT & SLEPIAN  
ATTORNEYS AT LAW  
211 NORTH CONCEPTION STREET  
MOBILE, ALABAMA  
36601

WILLIAM H. McDERMOTT  
RONALD R. SLEPIAN  
EDWARD B. McDERMOTT  
BRAXTON L. KITTRELL, JR.

MAILING ADDRESS:  
POST OFFICE DRAWER 2025  
PHONE 432-1671

November 7, 1969

Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Baldwin County Courthouse  
Bay Minette, Alabama 36507

Re: G. F. C. Credit Corporation of  
Alabama  
-versus- Arthur Bishop  
Circuit Court Case No. 7975

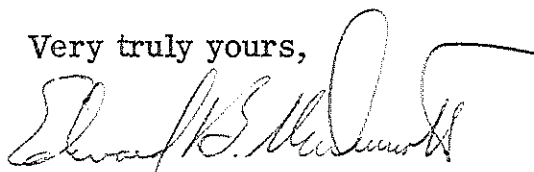
---

Dear Mrs. Duck:

I see where this case is set for Tuesday, November 11, 1969, on the jury docket. I believe that my motion to strike the jury demand in this case was granted and that this case should be on the non-jury docket.

Please let me know if I am mistaken.

Very truly yours,



Edward B. McDermott  
For the Firm

EBMcD/lkj

cc: Richard C. Lacey, Esq.  
Bay Minette,  
Alabama 36507

G.F.C. CREDIT CORPORATION ) IN THE CIRCUIT COURT OF  
OF ALABAMA, )  
a corporation, ) BALDWIN COUNTY, ALABAMA  
  
Plaintiff, ) AT LAW  
  
VS: )  
  
ARTHUR BISHOP, )  
  
Defendant ) Case No. 2925

Comes the Defendant in the above styled cause and  
for plea to the Bill of Complaint in said cause, as follows:

I

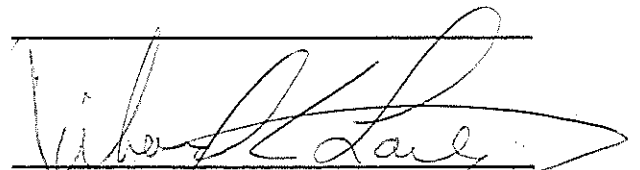
Not guilty.

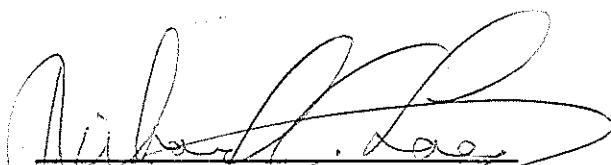
II

That the allegations contained in the Bill of  
Complaint are untrue.

III

That the Defendant has paid in full any and all  
moneys owed to the Plaintiff.

  
Attorney for Defendant

  
Defendant Respectfully  
Demands Trial by Jury

**FILED**

MAR 5 1968

**ALICE J. DUCK** CLERK  
REGISTER

G.F.C. CREDIT CORPORATION	)	IN THE CIRCUIT COURT OF
OF ALABAMA, a corporation,	)	BALDWIN COUNTY, ALABAMA
Plaintiff,	)	
VS.	)	AT LAW
ARTHUR BISHOP,	)	
Defendant.	)	CASE NO. 7975

MOTION TO STRIKE DEMAND FOR JURY TRIAL

Comes now the Plaintiff in the above styled cause and respectfully moves this Honorable Court to strike from the Defendant's answer his demand for a jury trial and for grounds sets forth the following:


1. The demand for jury trial was not filed within 30 days from the time of the original service of process on the Defendant nor within 30 days from the date that the Circuit Court of Baldwin County obtained jurisdiction of this cause.

McDERMOTT & SLEPIAN  
Attorneys for Plaintiff

By   
EDWARD B. McDERMOTT

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage pre-

paid on this 3rd day of Sept, 1969  


**FILED**

SEP 16 1969

**ALICE J. BUCK** CLERK  
REGISTER

G.F.C. CREDIT CORPORATION	\$	IN THE CIRCUIT COURT OF
OF ALABAMA,		
a corporation,	\$	BALDWIN COUNTY, ALABAMA
Plaintiff,	\$	AT LAW
VS:	\$	
ARTHUR BISHOP,	\$	
Defendant	\$	Case No. <u>7975</u>

COUNT ONE

Plaintiff claims of the Defendant the sum of FOUR HUNDRED EIGHTY AND NO/100 (\$480.00) DOLLARS, damages for the breach of a written agreement entered into between the Defendant and Plaintiff on, to-wit: September 25, 1963. Plaintiff avers that in said contract Defendant agreed, for the valuable consideration of, to-wit: SIX HUNDRED AND NO/100 (\$600.00) DOLLARS, to pay the sum of, to-wit: SIX HUNDRED AND NO/100 (\$600.00) DOLLARS in consecutive monthly installments of, to-wit: TWENTY-FIVE AND NO/100 (\$25.00) DOLLARS, the first payment commencing on, to-wit: November 1, 1963. Plaintiff avers that said written agreement further provides that in the event Defendant defaults in any payment due under said agreement, the entire and full remaining amount due under said agreement shall be immediately due and payable at the option of the holder of the agreement. Plaintiff avers that Defendant became in default under the terms of said agreement by having failed or refused to make the installment payment due on, to-wit: January 2, 1967, and further Plaintiff avers that it has exercised its option

and declared the entire remaining sum due under the agreement immediately payable.

Plaintiff further avers that in and according to the terms of said agreement, Defendant did waive all right in and to his exemption of personal property under the Constitution and laws of the State of Alabama.

WHEREFORE, Plaintiff claims of the Defendant the sum hereinabove set out, with interest thereon.

McDERMOTT, SLEPIAN & FEIBELMAN  
Attorneys for Plaintiff

By

  
THOMAS E. BRYANT, JR.

Address of Defendant:

Route 1, Box 58  
Fairhope, Alabama

FILED

JAN 30 1968

ALICE J. DUCK CLERK  
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 7975

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ....Arthur Bishop.....

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.....

.....Arthur Bishop....., Defendant.....

by ....G.F.C. Credit Corporation of Alabama, a corp.,.....

.....Plaintiff.....

Witness my hand this.....30th.....day of.....January..... 19.68.

*Alice J. Luck*....., Clerk

2412-5-68

VOL 62 PAGE 498

No. 7975.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

G. F. C. CREDIT CORPORATION OF.....

ALABAMA, A Corporation,.....

Plaintiffs

vs.

ARTHUR BISHOP,.....

Defendants

SUMMONS AND COMPLAINT

Filed ..... January 30, ..... 19.68.....

Alice J. Duck..... Clerk

McDermott, Slepian & Feibelman.....  
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 1, Box 58

Fairhope, Alabama

Received in Office  
JAN 30 1968

TAYLOR WILKINS..... 19.....  
SHERIFF

Sheriff

I have executed this summons

this 2-5-..... 19.68.....

by leaving a copy with

Arthur Bishop  
Clay City

Sheriff claims 70.....  
700.....  
Roy Randall  
DEPUTY SHERIFF

Jayn Wilkins....., Sheriff  
Roy Randall..... Deputy Sheriff