

CITY FINANCE COMPANY OF	:	IN THE CIRCUIT COURT
MOBILE, INC., a corporation,		
Plaintiff,	:	OF BALDWIN COUNTY,
VS:	:	ALABAMA
GEORGE W. HARVILLE and MARY	:	
HARVILLE, separately and	:	
severally,	:	
Defendants.	:	CASE NUMBER 8401

Comes now the Plaintiff in the above styled cause and amends its Complaint heretofore filed by adding the following Count:

COUNT TWO

The Plaintiff claims of the Defendants the sum of Three Hundred Eighty-Four and No/100 (\$384.00) Dollars damages for the breach of a written agreement entered into between the Defendants and Kirby Sales and Service, on, to-wit: April 27, 1968. Plaintiff avers that said written agreement, together with all rights thereunder, was assigned to it in writing for valuable consideration before default. Plaintiff alleges that in said contract, Defendants agreed, for the valuable of, to-wit: one (1) Kirby Vacuum Cleaner, No. A401-366 with attachments, buffer, waxer and handy bather, No. 433, to pay the sum of, to-wit: Three Hundred Eighty-Four and No/100 (\$384.00) Dollars in consecutive monthly installments of, to-wit: Sixteen and No/100 (\$16.00) Dollars per month, the first payment commencing on June 15, 1968, and a like installment due on the 15th of each month thereafter until the said Three Hundred Eighty-Four and No/100 (\$384.00) Dollars was paid in full. Plaintiff avers that said contract further provides that in the event Defendants default in any payment due under said contract, the entire and full remaining amount due under the contract shall be immediately due and payable at the option of the holder

*Filed, May 14, 1969.*

*Jeffrey J. Madaleno*  
*by [Signature]*

of the contract. Plaintiff avers that the Defendants became in default under the terms of said contract by having failed or refused to make the installment payment due on, to-wit: June 15, 1968, and that the Plaintiff elected to declare the entire balance immediately due and payable.

Plaintiff further avers that in and according to the terms of said contract, Defendants did waive all right in and to their exemption of personal property under the Constitution and laws of the State of Alabama and in addition did agree to pay a reasonable attorney's fee in the event of default and employment of an attorney to collect the balance due under said contract.

WHEREFORE, the Plaintiff claims of the Defendants the sum hereinabove set out, with interest thereon, together with a reasonable attorney's fee as provided in said contract.

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 prepaid on this 13<sup>th</sup> day

of May, 1969.



*Transfer*  
**NOTICE of ~~APPEAL~~**

STATE OF ALABAMA, }  
MOBILE COUNTY }

City Finance Co. of Mobile, Inc.

Plaintiff

VS.

George W. Harville & Mary Harville

Defendant

To George W. Harville & Mary Harville  
City Finance Co. of Mobile, Inc. VS

in said Cause Geo. W. Harville & Mary Harville

You are hereby notified that

City Finance Co. of Mobile, Inc.

the plaintiff in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama ~~an appeal from the judgment therein rendered by~~  
from the COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of Baldwin Mobile County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 15 day of October 19 68

*J. D. Richardson*  
Clerk, Court of General Sessions of Mobile County, Civil Division

VI  
Case No. 69900

City Finance Co. of Mobile, Inc.

Plaintiff,

VS

George W. Harville & Mary Harville  
Rt. 2, Box 161, Bay Minette, Alabama

Defendant.

TRANSFER

NOTICE OF ~~EXEMPTION~~

Returnable To The Circuit Court  
OF BALDWIN COUNTY

Issued: October 15, 1968

Serve On:



THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY

	)	Case No. <u>69900</u>
	(	
<u>City Finance Co. of Mobile, Inc.</u>	(	Filed: August 30, 1968
Plaintiff	)	
	(	Issued: September 3, 1968
VS	)	
	(	Returnable: October 10, 1968
	)	
	(	Service Had: 9-12-68
	)	
<u>George W. Harville &amp; Mary Harville</u>	(	Cause of Action: W A
Defendant	)	
	(	Attorney for Plaintiff: McDermott & Slepian
	)	
Amount of Claim: <u>\$384.00</u>	(	Attorney for Defendant: C. Lenoir Thompson
	)	

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9-17-68 Deft's (George Harville) Pleas filed.

9-17-68 Deft's ( Mary Harville) Pleas filed.

10-10-68 Plea Confessed - Transferred to Circuit Court of Baldwin County.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ABOVE STYLED CAUSE, AS IT APPEARS ON RECORD AND IN THE FILES OF THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY, ALABAMA.

WITNESS MY HAND THIS THE 15th DAY OF OCTOBER, 1968.

J. D. Richardson  
CLERK OF THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY, ALABAMA

C. LENOIR THOMPSON

Attorney-At-Law

BAY MINETTE, ALABAMA

Office Phone: 937-3921

36507

Residence Phone: 937-7487

September 16, 1968

Honorable J. D. Richardson, Clerk  
Court of General Sessions of  
Mobile County  
Mobile, Alabama

Re: City Finance Company of Mobile, Inc.  
a corporation

vs.

George W. Harville and Mary Harville  
Case No. 69900

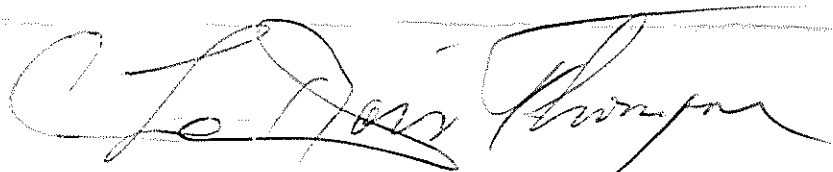
Dear Sir:

Attached hereto are pleas to the venue of the Court of  
General Sessions of Mobile County which I respectfully ask that  
you file.

I further am sending to McDermott and Slepian, attorneys  
for the plaintiff copies.

With personal regards, I am,

Yours very truly,



CLT/hm

9/17/68

## Defendants

IN THE COURT OF GENERAL  
SESSIONS OF MOBILE COUNTY,  
ALABAMA, CASE NO. 69900

Comes the defendant, George W. Harville in the above-entitled cause, appearing specially and only for the purpose of filing this plea and says that the said City Finance Company of Mobile, Inc., plaintiff in this cause, ought not to have and maintain its said action for the defendant says separately and severally, as follows, to-wit:

FIRST

That the said defendant is a permanent resident of Baldwin County, Alabama, and is not a resident of Mobile County, Alabama.

SECOND

That the said defendant resided at Route 2, Box 161, Bay Minette, Baldwin County, Alabama, and resided at this address when the alleged evidence of indebtedness was executed and has continued to reside at said address until the present date; residing in Baldwin County, Alabama, when the cause of action arose.

THIRD

That the said defendant has never resided in Mobile County,  
Alabama.

WHEREFORE, defendant says that the Court of General Sessions of Mobile County, Alabama, is without jurisdiction to try and determine this cause, and that this said action should be abated, and prays the judgment of His Honorable Court whether the plaintiff should be allowed to further maintain this suit.

George W. Harville  
George W. Harville



## COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS  
COURTROOM "B" FIRST FLOORThe State of Alabama,  
MOBILE COUNTY }

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon GEORGE W. HARVILLE and MARY HARVILLE,  
separately and severally, Route 2, Box 161, Bay Minette, Alabama, OR  
HIS EMPLOYMENT: City of Bay Minette, Bay Minette, Alabama  
 to be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile  
 County, on the 10 day of Oct., 1968 at the hour of 9:00 A.M.,  
 then and there to answer a complaint of CITY FINANCE COMPANY OF MOBILE, INC.  
a corporation

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_

SEP 3 - 1968

Joe D. Richardson  
 Clerk of the Court of General Sessions of Mobile County.

Cause of Action:

Plaintiff claims of Defendant (s) 384.00  
 due by written agreement between Defendant (s) and Kirby Sales + Service

on, to-wit:

4-27-68 said agreement  
 assigned to plaintiff prior to default, and according to terms of agree-  
 ment Defendant (s) waived all exemptions under Alabama law and  
 agreed to pay a reasonable attorney's fee, which sum of money, with  
 interest thereon, is still due and unpaid. Plaintiff avers Defendant (s)

defaulted under terms of said agreement, on, to-wit: 6-15-68

McDERMOTT & SLEPIAN, Attys. for Plaintiff

41079 #  
**COMPLAINT AND SUMMONS**

Atty. for Plaintiff: **McDERMOTT AND SLEPIAN**  
Atty. for Defendant:

**THE COURT OF GENERAL SESSIONS  
OF MOBILE COUNTY**

No. 69980

Ret. Oct 10, 1968

CITY FINANCE COMPANY OF MOBILE, INC.  
a corporation

VS.

*Brell*  
GEORGE W. HARVILLE and MARY HARVILLE, separately and severally,  
Route 2, Box 161, Bay Minette, Alabama, OR HIS EMPLOYMENT: City  
of Bay Minette, Bay Minette, Alabama.

Continued To

*Sherry's Return*

Executed by Service on

Geo. W. + Mary Harville  
Defendant

This 19th day Sept, 1968

*Brell*  
Sheriff of Mobile County

By Paul W. Wilkins  
W.D. Talbot Deputy Sheriff

7 miles north of B 17

REC'D. SHERIFF DEPT.  
MOBILE COUNTY, ALA.

SEP 4 1 52 PM '68

BY

REC'D. SHERIFF DEPT.  
MOBILE COUNTY, ALA.

SEP 15 4 32 PM '68

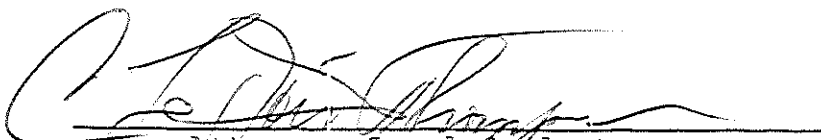
BY

RECEIVED

SEP 10 1968

PAUL W. WILKINS  
SHERIFF

*14*  
*146*  
*Talbot*

  
Attorney for defendant

STATE OF ALABAMA

BALDWIN COUNTY

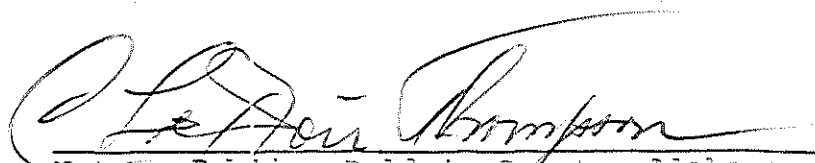
Before me,  a

Notary Public, in and for said County, in said State, personally  
appeared George W. Harville, who, being known to me and by me  
first duly sworn deposes and says on oath:

That he is the defendant in the above entitled cause and  
has personal knowledge of the facts stated in the foregoing  
pleas and that the said statements of fact therein contained  
are true.

  
George W. Harville

Sworn to and subscribed before me, this 16 day of September,  
1968.

  
Notary Public, Baldwin County, Alabama.

CITY FINANCE COMPANY OF MOBILE, INC., X  
a corporation

Plaintiff

vs

GEORGE W. HARVILLE and MARY  
HARVILLE, separately and  
severally,

Defendants

X

X

X

X

X

X

IN THE COURT OF GENERAL  
SESSIONS OF MOBILE COUNTY,  
ALABAMA, CASE NO. 69900

Comes the defendant, Mary Harville in the above-entitled cause, appearing specially and only for the purpose of filing this plea and says that the said City Finance Company of Mobile, Inc., plaintiff in this cause, ought not to have and maintain its said action for the defendant says separately and severally, as follows, to-wit:

FIRST

That the said defendant is a permanent resident of Baldwin County, Alabama, and is not a resident of Mobile County, Alabama.

SECOND

That the said defendant resided at Route 2, Box 161, Bay Minette, Baldwin County, Alabama, and resided at this address when the alleged evidence of indebtedness was executed and has continued to reside at said address until the present date; residing in Baldwin County, Alabama, when the cause of action arose.

THIRD

That said defendant has not resided in Mobile County, Alabama, during the past eleven years.

WHEREFORE, defendant says that the Court of General Sessions of Mobile County, Alabama, is without jurisdiction to try and determine this cause, and that this said action should be abated, and prays the judgment of this Honorable Court whether the plaintiff should be allowed to further maintain this suit.

9/17/41

Mary Harville  
Mary Harville

C. L. Davis Thompson  
Attorney for defendant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, C. L. Davis Thompson, a Notary

Public, in and for said County, in said State, personally  
appeared Mary Harville, who, being known to me and by me  
first duly sworn deposes and says on oath:

That she is the defendant in the above entitled cause and  
has personal knowledge of the facts stated in the foregoing  
pleas and that the said statements of fact therein contained  
are true.

Mary Harville  
Mary Harville

Sworn to and subscribed before me, this 16 day of September,  
1968.

C. L. Davis Thompson  
Notary Public, Baldwin County, Alabama.

## COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS  
COURTROOM "B" FIRST FLOORThe State of Alabama,  
MOBILE COUNTY }

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon GEORGE W. HARVILLE and MARY HARVILLE,  
separately and severally, Route 2, Box 161, Bay Minette, Alabama, OR  
HIS EMPLOYMENT: City of Bay Minette, Bay Minette, Alabama  
 to be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile  
 County, on the 10 day of Oct., 1968 at the hour of 9:00 A.M.,  
 then and there to answer a complaint of CITY FINANCE COMPANY OF MOBILE, INC.  
a corporation

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 19SEP 3 - 1968

J. D. Richardson  
 Clerk of the Court of General Sessions of Mobile County.

Cause of Action \_\_\_\_\_  
 due by written agreement between Defendant (s) and Kirby Sales & Service

on, to-wit: 4-27-68, said agreement  
 assigned to plaintiff prior to default and according to terms of agree-  
 ment Defendant (s) waived all exemptions under Alabama law and  
 agreed to pay a reasonable attorney's fee, which sum of money, with  
 interest thereon, is still due and unpaid. Plaintiff avers Defendant (s)

defaulted under terms of said agreement, on to-wit: 6-15-68

McDERMOTT & SLEPIAN, Attys. for Plaintiff

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AUG 30 1968

84:9-12-68

*WA* *Z*  
**COMPLAINT AND SUMMONS**

Atty. for Plaintiff: McDERMOTT AND SLEPIAN

Atty. for Defendant:

**THE COURT OF GENERAL SESSIONS  
OF MOBILE COUNTY**

No. 69900

Ret.

Oct. 10, 1968

CITY FINANCE COMPANY OF MOBILE, INC.

a corporation

VS.

GEORGE W. HARVILLE and MARY HARVILLE, separately and severally,  
Route 2, Box 161, Bay Minette, Alabama, OR HIS EMPLOYMENT: City  
of Bay Minette, Bay Minette, Alabama.

Continued To

Executed by Service on

Defendant

This ..... day ....., 19.....

Sheriff of Mobile County

By .....  
Deputy Sheriff

CITY FINANCE COMPANY OF MOBILE, INC., ()  
a corporation

Plaintiff

vs

GEORGE W. HARVILLE and MARY  
HARVILLE, separately and  
severally

Defendants

X

X

X

X

X

X

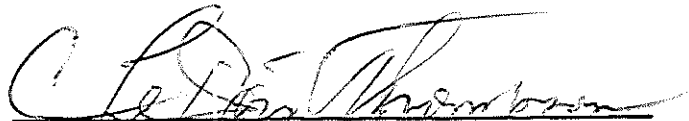
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


NO.         

Come the defendants in the above styled cause and demur  
to the complaint filed in said cause and for demurrer show  
unto this Honorable Court as follows:

1. That said complaint fails to state a cause of action.
2. That said complaint as filed consists of a rubber  
stamping on the summons.
3. That said complaint is not in accordance with the  
statutory form as set out by the Code of 1940 as amended and  
recompiled in 1958.
4. That said complaint fails to set out the terms of the  
written agreement alleged by the said plaintiff.
5. That said complaint fails to allege an assignment  
from Kirby Sales and Service to the alleged plaintiff.

  
Attorney for defendants.

I hereby certify that I have this 5 day of February,  
1969, served a copy of the foregoing demurrers on Honorable  
Thomas E. Bryant, Jr., attorney for the plaintiff by depositing  
copy of same in the U. S. Mail, postage prepaid, properly  
addressed to his address, P. O. Drawer 2025, Mobile, Alabama,  
36601.

  
Attorney for defendants.

FILED

FEB 5 1969

ALICE J. DUCK CLERK  
REGISTER



CITY FINANCE COMPANY OF MOBILE, INC., I  
A CORPORATION

Plaintiff

vs

GEORGE W. HARVILLE and MARY  
HARVILLE, separately and  
severally

Defendants

I  
I  
I  
I  
I  
I  
I

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
NO. \_\_\_\_\_

Come the defendants in the above styled cause and for  
answer to the amended complaint, shows as follows:

1. The allegations of the complaint are untrue.
2. That fraud from the inception is involved in the  
contract in that the seller agreed to pick up the item sold  
on request, after defendants tried the vacuum cleaner. That  
said defendants notified by phone and letter to the seller,  
Kirby Sales, who failed to carry out the contract agreement  
by picking up the said vacuum cleaner, but instead, sold  
the sales contract to plaintiff.
3. That said sales contract carries the agreement by  
the seller to re-purchase the contract from the said plaintiff.

  
Attorney for defendants.

Filed: May 14, 1969.

J. J. M.  
Jury