

# ORIGINAL

GULF TELEPHONE COMPANY

Plaintiff

VS.

NICK MAYER

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8547

1.

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED THIRTY TWO and NO/100 DOLLARS (\$432.00), balance due after all proper credits given on a promissory note made by the Defendant on the 23rd day of February, 1966 and payable as follows: \$10.00 per pay day. 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 6% per annum. The Plaintiff avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$65.00. The Plaintiff avers that the Defendant waived all right of exemption under the laws of the State of Alabama as to personal property.

WILTERS, BRANTLEY & NESBIT

BY:

*Thelma S. Nesbit*  
Attorney for Plaintiff

FILED

JAN 28 1969

ALICE J. DUCK CLERK  
REGISTERED

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 .....NICK MAYER.....

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.....

.....NICK MAYER....., Defendant.....

by .....GULF TELEPHONE COMPANY.....

.....Plaintiff.....

Witness my hand this.....28.....day of.....Jan.....19.....69.....

.....Deice J. Webb....., Clerk

24-27-69

ORIGINAL

No. 854-7

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Gulf Telephone Company

Plaintiffs

vs.

Nick Mayer

Defendants

SUMMONS AND COMPLAINT

Filed 1-28 1967

Clerk

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

RECEIVED

19.....

JAN 28 1969

Sheriff

I have executed this summons

this 27 1969

by leaving a copy with

Nick Mayer

Sheriff's Office 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

by Childrens DEPUTY SHERIFF

Sheriff

Deputy Sheriff

GULF TELEPHONE COMPANY

Plaintiff

VS.

NICK MAYER

Defendant

!

!

!

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO.

8547

Comes now the Plaintiff in the above styled cause and amends its Bill of Complaint to read as follows:

GULF TELEPHONE COMPANY,  
A Corporation, and EMPLOYEE'S  
COOPERATIVE TRUST FUND

Plaintiffs

VS.

NICK MAYER

Defendant

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!

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO.

8547

1.

The Plaintiffs claim of the Defendant the sum of FOUR HUNDRED THIRTY TWO and NO/100 DOLLARS (\$432.00), balance due after all proper credits given on a promissory note made by the Defendant on the 23rd day of February, 1966 and payable as follows: \$10.00 per pay day. The Plaintiffs aver that the Defendant defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiffs claim interest at the rate of 6% per annum. The Plaintiffs aver that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiffs claim a reasonable attorney's fee in the amount of \$65.00. The Plaintiffs aver that the Defendant waived all right of exemption under the laws of the State of Alabama as to personal property.

2.

The Plaintiffs claim of the Defendant the sum of FOUR HUNDRED THIRTY TWO and NO/100 DOLLARS (\$432.00) for money loaned by the Employee's Cooperative Trust Fund to the Defendant on the 23rd day of

February, 1966, which sum of money with interest thereon is still unpaid.

WILTERS, BRANTLEY & NESBIT

BY: *Raymond J. Nesbit*

Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I do hereby certify that I have on this 7<sup>th</sup> day of Dec, 1969 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: *Raymond J. Nesbit*

**FILED**

OCT 8 - 1969

**ALICE J. DUCK**

CLERK  
REGISTER

GULF TELEPHONE COMPANY)	)	IN THE CIRCUIT COURT OF
Plaintiff )	)	BALDWIN COUNTY, ALABAMA
VS. )	)	IN EQUITY
NICK MAYER )	)	
Defendant )	)	Case No.

DEMURRERS

Comes the defendant in the above styled cause and demurs to the count thereof separately and severally as follows:

1. The count does not state a cause of action.
2. For aught that appears from the count there was no consideration for said note.
3. For aught that appears the note is not due.
4. For aught that appears from the complaint, the defendant has not had a pay day.
5. For aught that appears from the count the note or contract is not a complete contract.
6. For aught that appears from the count the note is not a promissory note.
7. For aught that appears from the count the note is not a negotiable instrument.
8. For aught that appears from the count the note does not contain a payee.
8. For aught that appears from the count, the note does not contain a provisions for the place of payment.

*Arthur C. Epperson*  
Attorney for the Defendant

Plaintiff's attorney:  
Phyllis S. Nesbit  
Wilters Brantley and Nesbit  
Robertsdale, Ala.

**FILED**

MAR 31 1969

**ALICE J. DUCK** CLERK  
REGISTER