

NELSON RADIO & SUPPLY CO.,  
INC., A Corporation,

Plaintiff,

-VS-

REX'S SERVICE CENTER,  
a further description being  
unknown at this time, but  
will be added hereto by  
amendment when further ascer-  
tained.

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY,

ALABAMA

no. 8645

CASE NO: \_\_\_\_\_

COUNT ONE

Plaintiff claims of the Defendant, the sum of  
FOUR HUNDRED FIFTY ONE and 33/100 (\$451.33) DOLLARS due  
by account on to-wit: the 12th day of June, 1967, which sum  
of money with the interest thereon is due and unpaid.

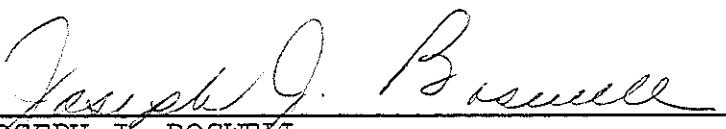
This suit is brought on an itemized verified state-  
ment of account which will be offered in evidence at the  
trial of this cause.

COUNT TWO

Plaintiff claims of the Defendant the sum of  
FOUR HUNDRED FIFTY ONE AND 33/100 (\$451.33) DOLLARS as  
damages for the breach of a written agreement entered into  
on to-wit: the 12th day of June, 1967 between the Defendant  
and B-W Acceptance Corporation, which was assigned in writing  
by B-W Acceptance Corporation to Plaintiff by which Defendant  
promised to pay B-W Acceptance Corporation TWO THOUSAND SIX  
HUNDRED SIXTY AND 47/100 (\$2,660.47) DOLLARS for the purchase  
of eleven (11) air conditioning units. Said written instru-  
ment provided that in the event of default in the payment of  
the amount due that B-W Acceptance Corporation could take  
possession of the merchandise and sell at a public or private  
sale without notice to the Defendant and apply the proceeds of

said sale to the remainder due under said written agreement and in the event of a difficiency between the amount received from said sale and the amount due under the terms of said written instrument the Defendant agreed to pay said difficiency on demand. Plaintiff avers that demand has been made upon Defendant and that Defendant has failed and refused to pay the difficiency sued upon. Plaintiff alleges that Defendant defaulted in said written instrument in that he failed to make the payment provided for therein leaving a principle due of TWO THOUSAND SIX HUNDRED SIXTY AND 47/100 (\$2,660.47) DOLLARS; that the air conditioning units mentioned therein were sold by the Plaintiff for the reasonable market value of said air conditioning units at the time of sale and applied the amount received from sale of said merchandise to the balance due under the said written instrument allowing all just credits a balance of FOUR HUNDRED FIFTY ONE AND 33/100 (\$451.33) DOLLARS remained due and unpaid.

Plaintiff further alleges by the terms of said written agreement Defendant agreed to pay a reasonable attorney fee which attorney fee Plaintiff claims in the amount of ONE HUNDRED FIFTY AND 51/100 (\$150.51) DOLLARS.

  
JOSEPH J. BOSWELL  
Attorney for Plaintiff

Defendant may be served:

Rex's Service Center  
Foley, Alabama

FILED

APR 9 1969

ALICE J. DUCK

CLERK  
REGISTER

NELSON RADIO & SUPPLY CO.,  
INC., A corporation,

Plaintiff,

-vs-

REX'S SERVICE CENTER

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA


AT LAW

CASE NO. 8645

DEMURRER

Comes now the Defendant in the above styled cause and demurs to the complaint filed therein and to each and every court thereof separately and severally, and as grounds for such demurrer, assigns, separately and severally, as follows:

1. It does not state a cause of action.
2. The allegations of the Complaint are vague, indefinite, and uncertain.
3. Said count does not allege a breach of contract.
4. Said count does not allege the contract with sufficient certainty so as to deprive the matters it is called upon to defend.
5. Count One purports to be a verified account; however, no verified, itemized statement of the account was filed with the Complaint as required by Title 7, Section 378, of the Code of Alabama of 1940, Recomp. 1958.
6. Said Count is duplicitious.
7. In Count Two, the Plaintiff has not alleged that either it or B-W Acceptance Corporation has complied with all of the provisions of the contract dated the 12th day of June, 1967, on their part, nor tendered their performance, nor alleged that they were ready, willing and able to perform the conditions of said contract.

  
Attorney for Defendant

I hereby certify that I have mailed a copy of the foregoing Demurrer to the Honorable Joseph J. Boswell, attorney of record for the Plaintiff, by placing the same in the United States Mail, properly addressed, postage prepaid, on this the 24<sup>th</sup> day of April, 1969.

**FILED**

APR 25 1969

C. G. C.

**ALICE J. DICK**

CLERK  
REGISTER

VOL

**53** PAGE **244**

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 ..... Rex Service Center

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.....

Rex Service Center

..... Defendant.....

by ..... Nelson Radio & Supply Center

..... Plaintiff.....

Witness my hand this..... 9th ..... day of ..... April ..... 19... 69

..... Alice J. Newkirk, Clerk

4-14-69

EVOL

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No. 86415

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

NELSON RADIO & SUPPLY CO., INC a corp

Plaintiffs

vs.

REX SERVICE CENTER

Defendants

SUMMONS AND COMPLAINT

Filed 4-9-69 19.....

Alice J. Duck

Clerk

Joseph J. Boswell

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

RECEIVED 19.....

APR 14 1969

Sheriff

I have executed this summons

this 14 April 1969  
by leaving a copy with

Rex Hall

Sheriff claims 7.2 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY Chadwick  
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Chadwick Deputy Sheriff

July 72 miles

CECIL G. CHASON

*Attorney at Law*

CHARLES H. SIMS III  
ASSOCIATE

November 4, 1969

P. O. DRAWER 458  
216 W. LAUREL AVENUE  
FOLEY, ALABAMA 36535  
PHONE 205/943-3171

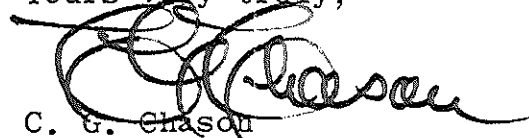
Mrs. Alice J. Duck  
Circuit Clerk  
Bay Minette, Alabama

RE: Nelson Radio & Supply vs. Rex's Service Center

Dear Mrs. Duck:

Enclosed please find Plea in the above style cause,  
a copy of which I have this day mailed to the Honorable  
Joseph J. Boswell, attorney of record for the Defendant.  
Please file.

Yours very truly,



C. G. Chason

CGC:ec  
enc:

NELSON RADIO & SUPPLY CO.,  
INC., A Corporation, )

Plaintiff, ) IN THE CIRCUIT COURT OF

-vs- ) BALDWIN COUNTY, ALABAMA

REX'S SERVICE CENTER, ) AT LAW

Defendant. ) CASE NO. 8645

PLEA

Comes now the Defendant and for Answer to the Complaint alleges and sayeth that the allegations of the Complaint are untrue.

  
Attorney for Defendant

I hereby certify that I have mailed a copy of the foregoing Plea to the Honorable Joseph J. Boswell, attorney of record for the Plaintiff, by placing the same in the United States mail, properly addressed, postage prepaid, on this the 5th day of November, 1969.



FILED

NOV 6 1969

ALICE J. DUCK CLERK  
REGISTER