

EQUITABLE CREDIT & DISCOUNT
COMPANY,

Plaintiff,

VS.

ANDREW L. GAUCI, SR., and
EDNA M. GAUCI,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8740

A M E N D E D C O M P L A I N T


COUNT ONE

Plaintiff claims of the defendants the sum of Eighteen Hundred Seventy-three and 01/100 Dollars (\$1873.01), balance due by promissory note made to West Florida Enterprises of Pensacola dated March 21, 1963, and payable in 60 consecutive monthly installments of \$37.84, the first of which said installments became due May 20, 1963, and the remaining installments to be paid on even date of each succeeding month thereafter with interest thereon from March 1, 1965, which said note has been assigned to plaintiff by West Florida Enterprises of Pensacola. Plaintiff avers that in and by the terms of the said note, the said defendants agreed to pay a reasonable amount as an attorney's fee, if the said note was not paid when due and was placed in the hands of an attorney for collection, which fee the plaintiff avers to be \$270.00, and which it herewith claims.

COUNT TWO

The plaintiff claims of the defendant Seven Hundred and 89/100 Dollars (\$700.89), balance due by promissory note made by them to West Florida Enterprises of Pensacola on the 21st day of March, 1963, and payable in 60 consecutive monthly installments of \$14.16 each, the first installment to become due May 20, 1963, and the remaining installments to be paid on even date of each succeeding month thereafter, with interest thereon since March 1, 1965, which said promissory note was assigned to plaintiff by West Florida Enterprises of Pensacola. Plaintiff avers that in and by the terms of the said note the said defendants agreed to pay a reasonable

amount as an attorney's fee, if the said note was not paid when due and was placed in the hands of an attorney for collection, which fee the plaintiff avers to be \$105.00 and which it herewith claims.


Attorney for Plaintiff

FILED

JAN 29 1970

ALICE J. DUCK CLERK
REGISTER

foreman
J. A. Kiedt

8740

EQUITABLE CREDIT & DISCOUNT)	
COMPANY,)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
ANDREW L. GAUCI SR, and)	AT LAW
EDNA M. GAUCI,)	8740
DEFENDANTS)	

DEMURRERS

Comes the defendant's in the above entitled cause and and to each count thereof, assigns separaetly and severally the following separate and several grounds of demurrer:

1. The count does not allege a cause of action.
2. The count does not allege who was the Payee on the alleged note sued upon.
3. The count does not allege that the defendant's were the makers, endorsers or suretors on said note.
4. The count does not allege to whom the note was made payable.
5. The count does not allege when the note was due in full.

Arthur Apperson
Attorney for the Defendants.

The Defendants demand a trial by Jury.

Attorney for the Defendants

FILED

JUL 28 1959

ALICE J. DECK CLERK
REGISTRAR

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Andrew L. Gauci, Sr., and Edna M. Gauci to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Equitable Credit & Discount Company.

WITNESS my hand this 4th day of June, 1969.

Clifford J. Luck
Clerk

Defendants reside at Route 1, Box 168, Elberta, Alabama.

* * * * *

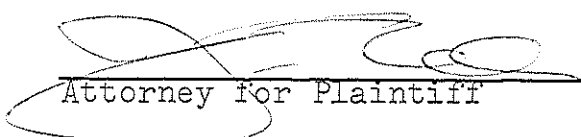
EQUITABLE CREDIT & DISCOUNT COMPANY,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
ANDREW L. GAUCI, SR., and)	AT LAW
EDNA M. GAUCI,)	
)	8740
Defendants.)	

C O M P L A I N T
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COUNT TWO

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Attorney for Plaintiff

FILED

JUN 4 1969

ALICE J. DUCK CLERK
REGISTER

8740

Equitable Credit &
Discount Co.
Pltz

vs.

Andrew L. Ganci, Jr.
& Edna M. Ganci

Deft.

RT-1, Box 145
Edwards

FILED

JUN 4 1969

ALICE J. DUCK CLERK
REGISTER

J. R. Owen
~~Chas. J. Owen & Chas.~~

Received 4 day of June 1969
and on 14 day of July 1969
I served a copy of the within Pltz
on Andrew L. Ganci, Jr. &
Edna M. Ganci
By service on _____
TAYLOR WILKINS, Sheriff
By Taylor Wilkins D.S.

Sheriff's fee 200 miles at
Ten Cents per mile Total \$ 20.00
TAYLOR WILKINS, Sheriff
BY Charles Wilkins
DEPUTY SHERIFF