

KLUMPP MOTOR CO. of Foley,  
Alabama, a partnership com-  
posed of T. J. KLUMPP, SR.  
and J. L. LUCASSEN,

Plaintiff,

VS.

RUDOLPH WEEKS,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

LAW SIDE. NUMBER 1261.

DEMURRER.

Now comes the Defendant and for demurrer to the  
Complaint, says:

1. It does not state a cause of action.

J. B. Blaschke  
Attorney for Defendant.

Defendant demands a trial of  
this cause by jury.

J. B. Blaschke  
Attorney for Defendant.

RECORDED

W 1261

DEMURRER

KLUMPP MOTOR CO. of Foley, Ala-  
bama, a partnership composed of  
T. J. KLUMPP, SR. & J. L. LU-  
CASSEN,

Plaintiff,

VS.

RUDOLPH WEEKS,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
LAW SIDE. NUMBER 1261.

FILED  
NOV 30 1948  
ALICE J. DUCK, Clerk

RECORDED

RECORDED FOR DEFENDANT  
J. L. Lucas

STATE OF ALABAMA  
BALDWIN COUNTY

IN THE CIRCUIT COURT - - - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Rudolph Weeks to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said county at the place of holding same, then and there to answer the complaint of Klumpp Motor Co. of Foley, Alabama, a partnership.

WITNESS my hand this 30<sup>th</sup> day of October, 1948.

Deice J. Welch  
Clerk

- COMPLAINT -

KLUMPP MOTOR CO. of Foley, Alabama, a partnership composed of T. J. KLUMPP, SR. and J. L. LUCASSEN,

Plaintiff,

-VS-

RUDOLPH WEEKS,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

The plaintiff claims of the defendant, Five Hundred Dollars (\$500.00) for that on the 12th day of April, 1948, the defendant purchased a new Chevrolet automobile from the plaintiff and in connection with said purchase defendant executed and delivered to the plaintiff a written agreement, a true copy of which is hereto attached and made a part hereof.

Plaintiff says defendant breached said agreement for since said date and before the filing of this suit and within six months from the date of purchase the defendant sold said automobile to a third party without first offering to resell it to the plaintiff as he agreed to do in said agreement, all to the damage of the plaintiff, whereupon the plaintiff sues.

[Signature]  
Attorney for Plaintiff

Defendant believed to be a resident of Magnolia Springs.

KLUMPP MOTOR CO.

RESALE AGREEMENT

In further consideration of the sale to the undersigned by Klumpp Motor Company, of the motor vehicle herein described, and the sum of One (\$1.00) Dollar, to me in hand paid by Klumpp Motor Company, I, the undersigned purchaser, do hereby agree that in the event I elect to resell or to trade or to exchange the said vehicle within a period of six (6) months from the date hereof, I will first offer in writing to resell the said vehicle, or trade the same, in, or exchange the same, to the said Klumpp Motor Company, for a sum equal to the lesser of (a) the then reasonable market value thereof, or (b) the amount of the purchase price of said vehicle paid or agreed to be paid by me to the said Klumpp Motor Company, less a sum equal to 4% of such purchase price per month or fraction thereof from the date hereof to the date of such offer. It is further agreed that in the event the undersigned violates this agreement the undersigned will pay to Klumpp Motor Company, as liquidated damages the greater of (a) the sum of Five Hundred (\$500.00) Dollars or (b) the difference between the amount paid by the undersigned to the said Klumpp Motor Company, as the purchase price of the said vehicle and the amount paid or agreed to be paid, or allowed, to the undersigned on the resale or trade or exchange of said vehicle to any other party. It is further agreed that in the event the undersigned sells or trades in the said vehicle to any other party within said period, the undersigned will notify the said Klumpp Motor Company of the name and address of the party to whom said vehicle is sold or disposed of and the amount received by, or allowed to, the undersigned therefor.

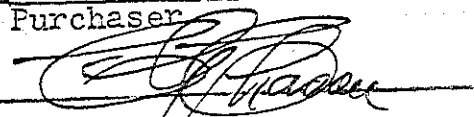
Dated this the 12th day of April, 1948.

WITNESS:

/s/ J. L. Lucassen

Certified and true copy

/s/ Rudolph Weeks  
Purchaser



Received in Sheriff's Office  
this 30 day of Oct, 1948  
TAYLOR WILKINS, Sheriff

Executed Nov. 1, 1948  
by serving copy of within Summons and  
Complaint on

Rudolph Weeks

Taylor Wilkins Sheriff  
By H. F. Hall Deputy Sheriff

no 1261

SUMMONS AND COMPLAINT

KLUMPP MOTOR CO. of Foley, Ala-  
bama, a partnership composed of  
T. J. KLUMPP, SR. and J. L. LU-  
CASSEN,

Plaintiff,

--VS--

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

LAW SIDE  
FILED

OCT 30 1948

ALICE J. DUCK, Clerk

CECIL G. CHASON  
ATTORNEY AT LAW  
FOLEY, ALABAMA

RECORDED

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