

TIME DISCOUNT CORP., a Corporation  
as assignee of  
W. B. PIERCE, d/b/a PIERCE AUTO  
SALES,

Plaintiff,

Vs.

GEORGE M. RABON,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

No. 2152.

DEMURRER

Comes the defendant in the above entitled cause and demurs to the complaint, and, for grounds of demurrer, assigns separately and severally the following:

1. Said count states no cause of action against the defendant.
2. Said count is vague and indefinite.
3. The terms of the alleged agreement are not set out with sufficient certainty.

Jessie A. Mashburn, Jr.  
Attorney for Defendant.

Defendant respectfully requests that this cause be tried by a jury.

Jessie A. Mashburn, Jr.  
Attorney for Defendant.

FILED  
12-28-53  
ALICE J. DUCK, Clerk

215  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 2152.

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TIME DISCOUNT CORP., A  
Corporation, as Assignee of  
W. B. PIERCE, d/b/a PIERCE  
AUTO SALES.

Vs.

GEORGE M. RABON.

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DEMURRER.

FILED  
DEC 23 1953  
ALICE A. DUCK, Clerk

TIME DISCOUNT CORP., a	:	IN THE CIRCUIT COURT OF
corporation, as assignee of	:	
W. B. PIERCE, d/b/a as	:	BALDWIN COUNTY, ALABAMA
PIERCE AUTO SALES	:	
	:	AT LAW
Plaintiff,	:	NO. _____
	:	
-VS-	:	
	:	
GEORGE M. RABON	:	
	:	
Defendant.	:	
	:	

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, TWO HUNDRED TWENTY NINE AND 43/100 (\$229.43) DOLLARS damages for the breach of a written agreement entered into by the Defendant on the 14th day of July, 1953, by which he promised to pay to Pierce Auto Sales the sum of Forty three and 95/100 (\$43.95) Dollars each month, commencing on the 14th day of August, 1953, and continuing on the 14th day of each month thereafter until the sum of FIVE HUNDRED TWENTYSEVEN AND 40/100 (\$527.40) DOLLARS had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it by the said Pierce Auto Sales, before default in said written instrument, for which a valuable consideration has been paid.

Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of principal due of, to-wit, FIVE HUNDRED TWENTY NINE AND 43/100 (\$529.43) DOLLARS; that the automobile mentioned therein was siezed and sold and that the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS was received for the

automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of the said automobile to the balance due under the said written instrument, a balance of TWO HUNDRED TWENTY NINE AND 43/100 (\$229.43) DOLLARS remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

Plaintiff claims the additional sum of Forty five and 88/100 (\$45.88) Dollars as a reasonable attorney's fee, averring that Forty five and 88/100 (\$45.88) Dollars is a reasonable attorney's fee as is provided for in said written instrument.

*J. M. Acklander*  
Attorney for Plaintiff

Defendant's Address:  
Employed Thompson Const. Co.  
Bay Minette, Alabama

**FILED**

12-23-53

ALICE J. DUCK, Clerk

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA, }  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2152

----- TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon George M. Rabon

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

George M. Rabon, Defendant

by Time Discount Corp., a Corporation, as assignee of W. B. Pierce, d/b/a  
as Pierce Auto Sales, Plaintiff

Witness my hand this 23rd day of December 1953

*W. B. Pierce*, Clerk

REC'D  
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THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

TIME DISCOUNT CORP, A CORP, AS  
assignee of W. B. PIERCE, d/b/a as  
PIERCE AUTO SALES

Plaintiffs

vs.

GEORGE M. RABON

Defendants

SUMMONS and COMPLAINT

Filed 23rd December, 19 53

ALICE J. DUCK, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

12/23, 1953

Taylor Wilkin, Sheriff

I have executed this summons

this 12/24, 1953

by leaving a copy with

George M Rabon

Taylor Wilkin Sheriff

Pete Sellen Deputy Sheriff