

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
35 SOUTH SECTION STREET
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

TELEPHONE
(205) 928-2508

E. G. RICKARBY
DANIEL A. BENTON

March 30, 1971

Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Thomas T. Tunstall, IV
v. Bill Steber Chevrolet, Inc.
Case No. 9005 At Law

Dear Judge Mashburn:

We have reached a settlement in the above styled cause
whereas Mr. Steber has paid Mr. Tunstall out of court and
has agreed to pay the court costs. Please dismiss this
case, and I have instructed the clerk to forward the cost
bill to Mr. Taylor, who is Mr. Steber's attorney.

Yours very truly,


Daniel A. Benton

DAB:w
cc-Lloyd E. Taylor, Esquire

THOMAS T. TUNSTALL, IV,

Plaintiff,

VS.

BILL STEBER CHEVROLET, INC.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

CASE NO. 9005

D E P O S I T I O N S

Comes now the Plaintiff in the above styled cause and by a Commissioner propounds the following questions to Sergeant Billy L. Cooper who is a material witness in the above styled cause and who is absent from the State of Alabama by virtue of his duty in the military service of the United States.

1. Please state your name, age, occupation and residence.
2. Are you now or have you ever been a resident of Alabama and if so, what County?
3. Where are you now stationed?
4. Were you in Baldwin County, Alabama, during the month of July, 1969?
5. If the answer to the Fourth question is yes, did you shop for a new car to purchase at that time?
6. If your answer to the Fifth question is yes, did you buy a new car?
7. If your answer to the Sixth question is yes, from whom did you buy a new car, that is, what company?
8. Do you know who the salesman was?
9. What was the make, model, year and color of the car?
10. What was the purchase price of the new car?
11. Was such a car delivered to you?
12. Did you make any payment before or at the time of delivery of the car?
13. Attached to this Deposition is a photocopy of a new car invoice. Have you ever seen this invoice, and, if so, where, and did it accompany the car?
14. There is a notation at the bottom of the invoice that a check is due for the balance of the purchase price. Was such a check ever delivered to Bill Steber Chevrolet, Inc.?
15. If your answer to number Fourteen is yes, do you remember the date and, if so, what was it?
16. Did you accept a delivery of a new car and deliver a check for the balance due on the new car? Do you still have the car?
17. If your answer to number Sixteen is no, what became of the car, or what did you do with it?

18. Why did you do what you did with the car?
19. Did you report any mechanical problems with the car to Bill Steber Chevrolet, Inc., and ask for repairs under the Warranty?
20. If your answer to number Nineteen is yes, who did you ask and what was their reply?
21. What did you then do with the car?
22. What became of the check with which you paid for the car?
23. When you last drove the car, how many miles were registered on the speedometer, or how many miles were registered on the speedometer when you turned it over to Bill Steber Chevrolet, Inc.?
24. Did you put all these miles on the car?
25. Was there, to your knowledge, anything wrong with the speedometer?
26. What was the date you left the car?
27. Has anyone from Bill Steber communicated with you since that time?
28. If your answer to number Twenty-seven is yes, who contacted you, when and what was the gist of these conversations?
29. Was there a license plate on the car when you received it, or did you later receive a license plate?
30. To whom was the car registered if there was ever a license plate to accompany the car?

FILED

MAR 10 1970

ALICE J. DUCK

CLERK
REGISTER

VEHICLE INVOICE



BILL STEBER CHEVROLET, Inc.

60 North Section Street
FAIRHOPE, ALABAMA 36532N^o 1595SOLD TO: Billy L. Cooper
ADDRESS Rt. 1 Box 351
Daphne, Alabama

DATE 7-3-69

SALESMAN: Thompson

	YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL OR SERIES	SERIAL NUMBER	ENGINE NUMBER	KEY NUMBER
VEHICLE SOLD	1969	Chevrolet	New	0127	Spt Cpe 8 Camaro	124379N568811		OK67 9L14
TRADE IN	None							

INSURANCE COVERAGE INCLUDES

- ☐ FIRE AND THEFT
 ☐ PUBLIC LIABILITY - AMT.
- ☐ COLLISION - AMT. DEDUCT.
 ☐ PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP

DESCRIPTION

FACTORY INSTALLED:

Tinted glass Ivory & Black Vinyl
 Head restraints 76-76 Daytona Yellow
 Center Console
 Positraction Axle
 Power disc brakes
 255 HP Turbo fire
 Speci 1 3 speed tran
 F70 x 14 Red Stripe
 Full Wheel covers
 Special instrumentation
 Rally sport equip
 Special Interior group

DEALER INSTALLED:

SELLING PRICE

3107.50

SALES TAX

46.61

LICENSE AND TITLE

7.50

TOTAL CASH PRICE

3161.61

FINANCING

INSURANCE

TOTAL TIME PRICE

SETTLEMENT:

~~XXXX~~ A/Rec.

3061.61

CASH ON DELIVERY

100.00

TRADE-IN \$

LESS LIEN \$

PAYMENTS:

AT \$

AT \$

TOTAL

3161.61

Check for Balance Due to be
 received from Customer on
 or about 7/11/69 or 7/12/69
 Jack D. Rogers

For and in consideration of the sum of \$ _____, receipt of which is hereby acknowledged, I hereby bargain, sell and convey to Bill Steber Chevrolet, Inc., one _____, which I declare to be free of all liens and encumbrances except \$ _____, which I owe to _____, License No. _____, Serial No. _____.

This amount to be paid by Bill Steber Chevrolet, Inc. I further certify that there is no other promise or agreement from the dealer or any employee other than stated in this invoice.

Witness _____ Signed _____

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
35 SOUTH SECTION STREET
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

E. G. RICKARBY
DANIEL A. BENTON

TELEPHONE
(205) 928-2308

March 30, 1971

Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Thomas T. Tunstall, IV
v. Bill Steber Chevrolet, Inc.
Case No. 9005 At Law

Dear Mrs. Blackmon:

We have reached a settlement in the above styled cause and I request that you take the enclosed letter, along with the docket sheet, to the Judge for his action.

Please send a cost bill to Lloyd E. Taylor.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.
cc-Lloyd E. Taylor, Esquire

*I took to Judge - just send the cost
bill to Lloyd.*

Our File No. 69-335

Your File No.

Law Offices

E. G. RICKARBY

35 SOUTH SECTION STREET

FAIRHOPE, ALABAMA 36532

Code 205

Telephone: 928-9836

Mailing Address

P. O. BOX 471

November 19, 1969

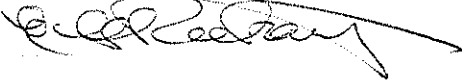
Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Thomas T. Tunstall, IV. vs.
Bill Steber Chevrolet, Inc.

Enclosed find Summons and Complaint in the above styled cause,
together with Exhibits and check for \$35.00 deposit for costs.
Please process and oblige, and advise when Sheriff has served
debtor. Thanks!

Yours very truly,



jlb
Encls.
11-28-69

Our File No.

Your File No. *9005-Law*

Law Offices

E. G. RICKARBY

35 SOUTH SECTION STREET

FAIRHOPE, ALABAMA 36532

March 9, 1970

Code 205.

Telephone: 928-9833

Mailing Address

P. O. BOX 471

Clerk of The Circuit Court
Baldwin County, Alabama
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed find affidavit, suggestion of person to be given commission to take depositions, notice to opposing attorney (Mr. Bailey), and depositions to be propounded to a witness in the case of Tunstall vs. Bill Steber Chevrolet, Inc. (case no. 9005, Law).

The stamp of certificate of service on the opposing attorney was placed there by mistake, but has not been signed, so would appreciate it if you would process, serve on Mr. Bailey, and issue commission to Mrs. George.

We have already sent to Mrs. George a certificate of having taken depositions and a letter of explanation.

Yours very truly,

Sam Benton
E. G. Rickarby

DAB/dab

Encl. Affidavit and suggestion of commissioner
Notice to opposing attorney
Depositions

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O R D E R

VOL 66 PAGE 679

THOMAS T. TUNSTALL, IV, 1

PLAINTIFF,

IN THE CIRCUIT COURT OF

VERSUS

BALDWIN COUNTY, ALABAMA

BILL STEBER CHEVROLET, INC.,
A CORPORATION,

DEFENDANT. Q

CASE NO. 9005

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA:

NOW COMES THE DEFENDANT IN THE ABOVE STYLED CAUSE AND
MOVES THE COURT TO COMPEL BY ORDER THE PLAINTIFF TO PRODUCE IN COURT
BEFORE THE TRIAL THE FOLLOWING PERSONAL PROPERTY IN HIS POSSESSION
OR POWER WHICH IS NECESSARY AND MATERIAL TO THE TRIAL OF SAID CAUSE
AND CONTAINING EVIDENCE PERTINENT TO THE ISSUES OF SAID TRIAL, TO-
WIT:

ONE 1969 CHEVROLET CAMARO SERIAL No. 124379N568811

Lloyd E. Taylor
LLOYD E. TAYLOR,
ATTORNEY FOR DEFENDANT

STATE OF ALABAMA.,

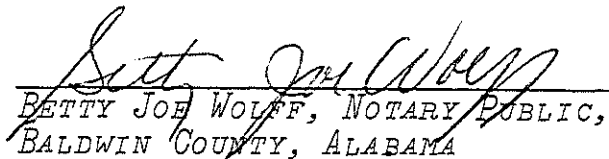
COUNTY OF BALDWIN

BEFORE, ME, BETTY JOE WOLFF, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LLOYD E. TAYLOR, WHO IS KNOWN TO ME AND WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS OF COUNSEL FOR DEFENDANT IN THE FOREGOING CAUSE AND AS SUCH HAS KNOWLEDGE OF THE FACTS SET OUT IN THE FOREGOING MOTION. THAT THE PERSONAL PROPERTY THEREIN DESCRIBED CONTAINS EVIDENCE PERTINENT TO THE ISSUES IN THIS CAUSE AND THAT IT IS NECESSARY AND MATERIAL TO THE PROPER DISPOSITION OF THIS CAUSE AND THAT IT IS IN THE EXCLUSIVE POSSESSION OF THE PLAINTIFF IN THIS CAUSE.


LLOYD E. TAYLOR

SWORN AND SUBSCRIBED TO BEFORE ME THIS

15th DAY OF October, 1970.


BETTY JOE WOLFF, NOTARY PUBLIC,
BALDWIN COUNTY, ALABAMA

FILED

OCT 16 1970

ALICE J. DUCK CLERK
REGISTER

THOMAS T. TUNSTALL, IV,

PLAINTIFF

VERSUS

BILL STEBER CHEVROLET, INC.,
A CORPORATION,

DEFENDANT

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9005

O R D E R

A MOTION TO PRODUCE HAVING BEEN MADE BY THE DEFENDANT
IN THIS CAUSE;

IT IS, THEREFORE ORDERED, AND ADJUDGED BY THE COURT
THAT SAID MOTION BE SET FOR A HEARING IN COURT AT 9:30 O'CLOCK
A.M. ON THE 28th DAY OF October, 1970.

J. J. Madison
CIRCUIT JUDGE

FILED

OCT 16 1970

ALICE J. DUCK CLERK
REGISTER

9005

THOMAS T. TUNSTALL, IV,

Plaintiff,

VERSUS

BILL STEBER CHEVROLET, INC.,
a Corporation,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


AT LAW

CASE NO. 9005

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA:

Now comes the Plaintiff in the above styled cause and moves the
Court to compel by order the Defendant to produce in Court before the
trial the following papers or documents in its possession or power
which are necessary and material to the trial of said cause and con-
taining evidence pertinent to the issues of said trial, to-wit:

The retail order for a motor vehicle, undated, to Bill
Steber Chevrolet, Inc., placed by Thomas T. Tunstall, IV,
for a 1969 Camaro automobile and signed by Thomas T.
Tunstall, IV, and accepted by Jack D. Rogers.


E. G. RICKARBY,
Attorney for Plaintiff

FILED

JUL 28 1970

ALICE J. DUCK CLERK
REGISTER


STATE OF ALABAMA,
COUNTY OF BALDWIN.

Before me, Jacqueline Burtnett Cumbie, a Notary Public, in and for said County and State, personally appeared E. G. Rickarby, who is known to me and who, being duly sworn, deposes and says that he is of counsel for Plaintiff in the foregoing cause and as such has knowledge of the facts set out in the foregoing Motion. That the documents therein described contain evidence pertinent to the issues in this cause and that they are necessary and material to the proper disposition of this cause and that this original document is in the exclusive possession of the Defendant in this cause.


E. G. RICKARBY

Sworn and Subscribed to before me this

22 day of July, 1970.


Jacqueline Burtnett Cumbie
Notary Public, Baldwin County, Alabama.

FILED

JUL 28 1970

ALICE J. DUCK CLERK
REGISTER

THOMAS T. TUNSTALL, IV,

Plaintiff,

VERSUS

BILL STEBER CHEVROLET, INC.,
a Corporation,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

CASE NO. 9005

O R D E R

This Motion now comes on to be heard at this time and there are present counsel for the respective parties and the Motion having now been heard and argued and submitted, the Court is of the opinion that the Defendant should be required to produce the document mentioned in the Affidavit and motion to produce, it appearing that said document is in the possession or power of said Defendant.

IT IS, THEREFORE, CONSIDERED, ORDERED and ADJUDGED by the Court that BILL STEBER CHEVROLET, INC., the Defendant, produce in Court at 10:00 o'clock A.M., on the 18th day of August, 1970, the said document described in said Motion for the inspection by the Plaintiff by his attorney and that the said document remain in the possession of the Court for use as evidence in this cause.

DATED this 28th day of July, 1970.

Jeffery M. Marshall
CIRCUIT JUDGE

9005 Jey

[illegible]

STATE OF ALABAMA,
BALDWIN COUNTY.

X CIRCUIT COURT
X AT LAW
X CASE NO. 9005

COMMISSION TO TAKE DEPOSITIONS

TO: Dorothy George
Notary Public
Office of Staff Judge Advocate (SWJ)
Kirkland AFB, New Mexico

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, as such time and place as you may appoint, to call before you and examine Sergeant Billy L. Cooper, USAF, a witness in behalf of the Plaintiff in a cause pending in our Circuit Court in Baldwin County, of said State, wherein Thomas T. Tunstall, IV, is the Plaintiff, and Bill Steber Chevrolet, Inc., is the Defendant, on oath to be by you administered, upon Sergeant Billy L. Cooper, USAF to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness this 10 day of March, 1970.

Reece J. Duck
Register

Commissioner's Fee, \$ _____

Witness' Fees, \$ _____

STATE OF ALABAMA,
BALDWIN COUNTY.

Before me, Jacqueline Burtnett, a Notary Public, in and for said State and County, personally appeared E. G. RICKARBY, who being by me first duly sworn, deposes and says:

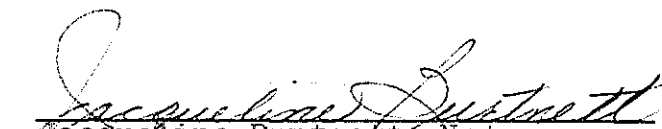
That he is agent and attorney for the Plaintiff, THOMAS T. TUNSTALL, IV, and that the witness whose testimony is to be taken is absent from the State of Alabama, serving in the Armed Forces of the United States at Kirkland Air Force Base at Alberquerque, New Mexico;

That the witness, Sergeant Billy L. Cooper, United States Air Force, is a material witness for the Plaintiff and his evidence to be secured by this deposition will be material evidence for the Plaintiff on the trial of this cause.



ATTORNEY FOR PLAINTIFF

Sworn and Subscribed to before me this the 9th day of March, 1970.



Jacqueline Burtnett, Notary
Public, Baldwin County, Alabama.

The name of Dorothy George, Notary Public, Office of the Staff Judge Advocate (SWJ), Kirkland Air Force Base, Albuquerque, New Mexico, is suggested as a fit and suitable person to take down the answers to the foregoing depositions and it is requested that a Commission issue to her for that purpose.



ATTORNEY FOR THE PLAINTIFF

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in an envelope with adequate postage prepaid thereon and properly addressed.

This.....day of..... 19.....
E. G. RICKARBY

.....
Attorney for
P. O. Box 471, Fairhope, Ala. 36532

1 VOL

FILED

MAR 10 1970

ALICE J. DUCK CLERK
REGISTER

66 PAGE 671

copy mailed 2-10-70

THOMAS T. TUNSTALL, IV,

Plaintiff,

VS.

BILL STEBER CHEVROLET, INC.,

Defendant.


X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

CASE NO. 9005


N O T I C E

You will take notice that E. G. RICKARBY, attorney of record for the Plaintiff in the above styled cause, has filed the enclosed affidavit, Depositions to be propounded to Sergeant Billy L. Cooper, United States Air Force, a material witness in the above styled cause, and suggestion of a person suitable and fit to be issued a commission to take said Depositions, and you are notified to take appropriate action as allowed by law.


CLERK OF THE CIRCUIT COURT

CERTIFICATE OF SERVICE

This is to certify that I have this day served the Defendant in the foregoing matter with a copy of this Notice by depositing in the U. S. Mail a copy of the same in an envelope with adequate postage pre-paid thereon and properly addressed, this the 10 day of March, 1970.


CLERK OF THE CIRCUIT COURT

THOMAS T. TUNSTALL, IV.,)	
)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
)	
VS)	BALDWIN COUNTY, ALABAMA
)	
BILL STEBER CHEVROLET, INC.,)	AT LAW
A CORPORATION,)	
)	
DEFENDANT)	CASE NO: <u>9005</u>

D E M U R R E R

COMES NOW THE DEFENDANT, BILL STEBER CHEVROLET, INC., AN ALABAMA CORPORATION, IN THE ABOVE STYLED CAUSE AND DEMURS TO THE PLAINTIFF'S COMPLAINT AND TO EACH COUNT THEREOF, SEPARATELY AND SEVERALLY, AND ASSIGNS THE FOLLOWING SEPARATE AND SEVERAL GOUNDS OF DEMURRER.

1. SAID COUNT IS VAGUE AND INDEFINITE.
2. SAID COUNT DOES NOT STATE A CAUSE OF ACTION.
3. SAID COUNT IS SO VAGUE AND INDEFINITE AS TO FAIL TO APPRAISE THIS DEFENDANT OF WHAT IT IS CALLED UPON TO DEFEND.
4. SAID COUNT IS SO INDEFINITE AS TO BE UNCLEAR AS TO WHETHER IT IS FOUNDED IN CONTRACT OR IN TORT.
5. SAID COUNT IS DUPLICITOUS.
6. THERE IS A MISJOINDER OF CAUSES OF ACTION.
7. NO FACTS ARE ALLEGED TO SHOW THAT PLAINTIFF SUSTAINED ANY DAMAGE OR INJURY AS THE PROXIMATE RESULT OF ANY NEGLIGENCE, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, ON THE PART OF THE DEFENDANT.
8. SAID COUNT STATES NO CAUSE OF ACTION AGAINST THE DEFENDANT.
9. THE ALLEGED MISREPRESENTATIONS OF THE DEFENDANT ARE NOT SET FORTH WITH SUFFICIENT CERTAINTY.
10. SAID COUNT DOES NOT ALLEGE THAT PLAINTIFF RELIED UPON ANY MISREPRESENTATION OF THE DEFENDANT OR ANY AGENT ACTING IN THE LINE AND SCOPE OF HIS AUTHORITY OF THE DEFENDANT.

BAILEY & TAYLOR
ATTORNEYS AT LAW
61 NORTH SECTION STREET
P. O. BOX 361
FAIRHOPE, ALABAMA 36532

DECEMBER 16, 1969

MRS. ALICE J. DUCK
CLERK OF CIRCUIT COURT
BALDWIN COUNTY
BAY MINETTE, ALABAMA

RE: THOMAS T. TUNSTALL, IV
VS. BILL STEBER CHEVROLET, INC.
AT LAW # 9005

DEAR MRS. DUCK:

I WILL APPRECIATE YOU FILING THE ENCLOSED
DEMURRER IN THE ABOVE MATTER.

I HAVE THIS DAY FORWARDED A COPY OF SAME
TO E. G. RICKARBY, ATTORNEY FOR THE OTHER
SIDE.

THANKING YOU FOR YOUR COOPERATION IN THIS
MATTER, I AM

VERY TRULY YOURS,


ERNEST M. BAILEY

EMB/w

INCL: AS NOTED

11. SAID COUNT DOES NOT SUFFICIENTLY ALLEGE ANY INJURY OR DAMAGE SUFFERED BY THE PLAINTIFF.

12. THAT THE ALLEGED MISREPRESENTATIONS OF THE DEFENDANT ARE NOT SET FORTH WITH SUFFICIENT CERTAINTY.

13. SAID COUNT DOES NOT NAME THE AGENT OR EMPLOYEE, OR THAT SUCH AGENT OR EMPLOYEE WAS ACTING IN THE LINE AND SCOPE OF HIS AUTHORITY AT THE TIME THE ALLEGED MISREPRESENTATION OR MISREPRESENTATIONS AS TO THE CONDITION OF THE AUTOMOBILE WERE MADE TO THE PLAINTIFF.

14. THAT THE ALLEGATIONS OF FRAUD ARE THE CONCLUSION OF THE PLEADER

15. THAT THE ALLEGATIONS OF DAMAGES AS A RESULT OF ANY FRAUDULENT STATEMENT OR MISREPRESENTATION BY THE DEFENDANT, OR ITS AGENTS, IS A CONCLUSION OF THE PLEADER, AND NO FACTS ARE SET FORTH SHOWING ANY DAMAGES AS A RESULT OF ANY ACTION ON THE PART OF THE DEFENDANT.

BAILEY & TAYLOR

By: *Charles M. Bailey*
ATTORNEYS FOR THE DEFENDANT

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 11th Dec 1969
served a copy of the foregoing on E. C. R. [illegible]
By mailing the same by United States Mail, Properly addressed, and first
Class Postage Prepaid.

BAILEY & TAYLOR

By: *Charles M. Bailey*

FILED

DEC 1 1969

DEMURRER

THOMAS T. TUNSTALL, IV.,

PLAINTIFF

VS

*BILL STEBER CHEVROLET, INC.
A CORPORATION,*

DEFENDANT

*IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA*

AT LAW

CASE NO: 9005

The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED FIFTY- NINE AND 25/100 (\$859.25) DOLLARS damages for that on, to-wit, the 5th day of September, 1969, the Plaintiff purchased from the Defendant one 1969 Chevrolet Camaro automobile. The Plaintiff traded in his car, one 1966 Pontiac, Vehicle Identification Number unknown, and paid in addition there- to TWO THOUSAND NINE HUNDRED THIRTY (\$2,930.00) DOLLARS for said car. The Defendant represented to the Plaintiff that he, the Plaintiff, was purchas- ing a new 1969 Chevrolet Camaro as evidenced by a Retail Order for A Motor Vehicle signed by the Defendant, a copy of which is hereto attached, marked "Exhibit A" and made a part hereof; a Vehicle Invoice, a copy of which is hereto attached, marked "Exhibit B" and made a part hereof; and a new car window sticker, a copy of which is hereto attached, marked "Ex- hibit C" and made a part hereof. The Defendant knew at the time of the sale, or should have known by virtue of his position as the seller of said automobile, that the automobile sold to the Plaintiff was in fact a used car rather than a new one as represented to Plaintiff; such representation was made with the purpose and intention of deceiving Plaintiff. The Plain- tiff relied upon the representation of the Defendant that the automobile was a new automobile and because the automobile is a used one the market value thereof was EIGHT HUNDRED FIFTY-NINE AND 25/100 (\$859.25) DOLLARS less than that of a new car of the same description. Defendant well knew that a used 1969 Chevrolet Camaro automobile was worth considerably less on the market than a new 1969 Chevrolet Camaro automobile and he knew that the Plaintiff did not know that it was not a new 1969 model and he willful- ly deceived Plaintiff in order to get rid of a used car which looked new.

Count I.

C O M P L A I N T

THOMAS T. TUNSTALL, IV.	X	
Plaintiff,	X	
VERSUS	X	
BILL STERER CHEVROLET, INC.,	X	
A Corporation,	X	
Defendant.	X	
	X	AT LAW.
	X	BALDWIN COUNTY, ALABAMA,
	X	IN THE CIRCUIT COURT OF

Count II.

The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED FIFTY-NINE AND 25/100 (\$859.25) DOLLARS damages for that on, to-wit, the 5th day of September, 1969, the Plaintiff purchased from the Defendant one 1969 Chevrolet Camaro automobile. The Plaintiff traded in his car, one 1966 Pontiac, Vehicle Identification Number unknown, and paid in addition thereto TWO THOUSAND NINE HUNDRED THIRTY (\$2,930.00) DOLLARS for said car. The Defendant ran back the speedometer to show only 6.9 miles instead of the actual mileage the car had been driven and represented to the Plaintiff that he, Plaintiff, was purchasing a new 1969 Chevrolet Camaro as evidenced by a Retail Order for A Motor Vehicle signed by Defendant, a copy of which is hereto attached, marked "Exhibit A" and made a part hereof; a Vehicle Invoice, copy of which is hereto attached, marked "Exhibit B" and made a part hereof; and a new car window sticker, a copy of which is hereto attached, marked "Exhibit C" and made a part hereof. The Defendant knew at the time of the sale, or should have known by virtue of his position as the seller of said automobile, that the automobile sold to the Plaintiff was in fact a used car rather than a new car as represented to the Plaintiff; such representation was made with the purpose and intention of deceiving Plaintiff. The Plaintiff relied upon the representation of the Defendant that the automobile was a new automobile and because the automobile is a used one the market value thereof was EIGHT HUNDRED FIFTY-NINE AND 25/100 (\$859.25) DOLLARS less than that of a new car. The Defendant well knew that a used 1969 Chevrolet Camaro automobile was worth considerably less on the market than a new 1969 Chevrolet Camaro automobile and he knew that Plaintiff did not know that it was not a new 1969 model and he willfully deceived Plaintiff in order to get rid of a used car which looked new.

Count III.

The Plaintiff claims of the Defendant the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS punitive damages for that on, to-wit, the 5th day of September, 1969, the Plaintiff purchased from the Defendant one 1969


Chevrolet Camaro automobile. The Plaintiff traded in his car, one 1966 Pontiac, Vehicle Identification Number unknown, and paid in addition thereto TWO THOUSAND NINE HUNDRED THIRTY (\$2,930.00) DOLLARS for said car. The Defendant represented to the Plaintiff that he, the Plaintiff, was purchasing a new 1969 Chevrolet Camaro as evidenced by a Retail Order for A Motor Vehicle signed by the Defendant, a copy of which is hereto attached, marked "Exhibit A" and made a part hereof; a Vehicle Invoice, a copy of which is hereto attached, marked "Exhibit B", and made a part hereof; and a new car window sticker, a copy of which is hereto attached, marked "Exhibit C", and made a part hereof. The Defendant knew at the time of the sale, or should have known by virtue of his position as the seller of said automobile, that the automobile sold to the Plaintiff was in fact a used car rather than a new one as represented to the Plaintiff; such representation was made with the purpose and intention of deceiving the Plaintiff. The Plaintiff relied upon the representation of the Defendant that the automobile was a new automobile and because the automobile is a used one the market value thereof was EIGHT HUNDRED FIFTY-NINE AND 25/100 (\$859.25) DOLLARS less than that of a new car of the same description. Defendant well knew that a used 1969 Chevrolet Camaro automobile was worth considerably less on the market than a new 1969 Chevrolet Camaro automobile and he knew that the Plaintiff did not know that it was not a new 1969 model and he willfully deceived Plaintiff in order to get rid of a used car which looked new.

Count IV.

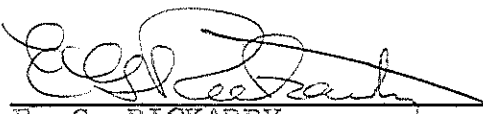
The Plaintiff claims of the Defendant the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS punitive damages for that on, to-wit, the 5th day of September, 1969, the Plaintiff purchased from the Defendant one 1969 Chevrolet Camaro automobile. The Plaintiff traded in his car, one 1966 Pontiac, Vehicle Identification Number unknown, and paid in addition thereto TWO THOUSAND NINE HUNDRED THIRTY (\$2,930.00) DOLLARS for said car. The Defendant ran back the speedometer to show only 6.9 miles instead of the actual

Page Four, Complaint:
Tunstall vs. Bill Steber Chevrolet, Inc.

mileage the car had been driven and represented to the Plaintiff that he, Plaintiff, was purchasing a new 1969 Chevrolet Camaro as evidenced by a Retail Order for A Motor Vehicle signed by Defendant, a copy of which is hereto attached, marked "Exhibit A" and made a part hereof; a Vehicle Invoice, copy of which is hereto attached, marked "Exhibit B" and made a part hereof; and a new car window sticker, a copy of which is attached hereto, marked "Exhibit C" and made a part hereof. The Defendant knew at the time of the sale, or should have known by virtue of his position as the seller of said automobile, that the automobile sold to the Plaintiff was in fact a used car rather than a new car as represented to Plaintiff; such representation was made with the purpose and intention of deceiving Plaintiff. The Plaintiff relied upon the representation of the Defendant that the automobile was a new automobile and because the automobile is a used one the market value thereof was EIGHT HUNDRED FIFTY-NINE AND 25/100 (\$859.25) DOLLARS less than that of a new car. The Defendant well knew that a used 1969 Chevrolet Camaro automobile was worth considerably less on the market than a new 1969 Chevrolet Camaro automobile and he knew that Plaintiff did not know that it was not a new 1969 model and he willfully deceived Plaintiff in order to get rid of a used car which looked new.


E. G. RICKARBY,
Attorney for Plaintiff.

Plaintiff demands a trial by jury.


E. G. RICKARBY,
Attorney for Plaintiff.

FILED

NOV 27 1969

ALICE J. BUCK CLERK
REGISTER

RETAIL ORDER FOR A MOTOR VEHICLE

TO

DEALER'S NAME *Big City Chevrolet Inc.*
 STREET ADDRESS *601 Madison St.*
 CITY *Indianapolis* STATE *Ind.*
 SALESMAN'S NAME *W. H. Brown*

PURCHASER'S NAME *Thomas T. Tumbell IV*
 STREET ADDRESS *P.O. Box 105*
 CITY *Duffield, Ill.* STATE *Ill.*
 REG. PHONE *928-8653* H.S. PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

☒ NEW ☐ CARMODEL OR
SERIESBODY
TYPE

COLOR

TRIM

YEAR *1969*MAKE *Chevrolet*MVI OR
SERIAL NO.

TO BE DELIVERED ON OR ABOUT

STOCK NO.

CASH DELIVERED PRICE OF UNIT

\$ *3559.25*

USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN

YEAR

MODEL

BODY

MVI OR SERIAL NO.

BALANCE OWED TO

ADDRESS

USED TRADE-IN ALLOWANCE

\$ *629.25*

BALANCE OWED ON TRADE-IN

NET ALLOWANCE ON USED TRADE-IN

\$ *629.20*

DEPOSIT OR CREDIT BALANCE

\$ *78.20*

DOWN PAYMENT (Trans. to Left Col.)

\$ *707.45*

REMARKS

ACCESSORIES

\$

3 speed
285 HP
Disc Brakes
Radio etc

CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE

\$ *3539.25*

STATE AND LOCAL TAXES

43.95

LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE

4.25

1. TOTAL PRICE OF UNIT

\$ *3607.45*

2. DOWN PAYMENT:

consisting of \$ *78.20* in cash
 and/or \$ *629.25* net trade-in al-
 lowance on trade-in; see statement in right
 hand column for details.

\$ *707.45*3. UNPAID CASH BALANCE DUE ON DELIVERY
(difference between items 1 and 2)*2900.00*

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

VOL

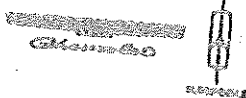
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PURCHASER'S SIGNATURE

DATE

DEALER OR HIS AUTHORIZED REPRESENTATIVE

VEHICLE INVOICE



BILL STEBER CHEVROLET, Inc.
60 North Section Street
FAIRHOPE, ALABAMA 36532

Nº 1784

SALESMAN: **McInnis**

SOLD TO: **Thomas T. Tunstall IV**
ADDRESS: **P. O. Box 1052**
Daphne, Alabama 36526

DATE **9-5-69**

YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL OR SERIES	SERIAL NUMBER	ENGINE NUMBER
1969	Chevrolet	New	C137	8 Camaro 2 dr.	124379N568811	
1966	Pontiac	U.	C137A			

INSURANCE COVERAGE INCLUDES

- ☐ FIRE AND THEFT
☐ COLLISION - AMT. DEDUCT.
☐ PUBLIC LIABILITY - AMT.
☐ PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP
FACTORY INSTALLED:
 3 speed
 255 H P
 Rally Spt
 Spec Int
 Positraction Axle 307 Ratio
 Power disc brakes
 Full wheel covers
 Spec. Instrumentation
 Ivory & Black Vinyl Tri
 76-76 Daytona Yellow

DEALER INSTALLED:

OMAC

SELLING PRICE

SALES TAX	
LICENSE AND TITLE	
TOTAL CASH PRICE	
Recording Mort. Tax.	3.80
FINANCING Credit Life	94.53
INSURANCE 36 mo.	480.19
12 mo.	168.00
TOTAL TIME PRICE	4357.97
SETTLEMENT:	
DEPOSIT	
CASH ON DELIVERY	578.20
TRADE-IN \$ 629.05	
LESS LIEN \$ None	629.05
PAYMENTS:	
36 AT \$ 87.52	3150.72
AT \$	
TOTAL	4357.97

I enclose except \$
 this amount to be paid by Bill Steber
 agreement from the dealer or
 witness

which I declare to be free of all liens
 and in this invoice.

No.

License

Bill Steber, Inc. one

999384 99 704

of which is hereby acknowledged, I hereby

EXHIBIT C

Sheet

This is not an invoice

It provides tentative price information that would apply to this order if the unit is produced to the following specifications.

Manufacturers Suggested Retail Price

Model	1243T 8 CAMARO SPT COUPE	2726.00
Destination Charge		98.75
Subtotal		2824.75
Factory installed Options and Accessories		
5401AA	SOFT-RAY TINTED GLASS	32.00
5A82ZC	HEAD RESTRAINTS	16.00
5055PA	CENTER CONSOLE	33.15
5G80TA	POSITRACTION AXLE 307 RATIO	42.15
5J52AA	POWER DISC BRAKES	64.25
5LW1AA	255-HP TURBO-FIRE 350 V8	73.00
5HC1AA	SPECIAL 3 SPEED TRANSMISSION	73.00
5PW8JD	F70 X 14 RED STRIPE TIRES	62.00
5P01AA	FULL WHEEL COVERS	21.10
5U17AA	SPECIAL INSTRUMENTATION	94.80
5Z22ND	RALLY SPORT EQUIPMENT	131.65
5Z23HA	SPECIAL INTERIOR GROUP	17.95
5Z27AA	IVORY & BLACK VINYL TRIM	.00
5926DP	76-76 DAYTONA YELLOW	.00

P. B. Radio (Dealer Installed)

65.00

Factory installed Option and Accessory Subtotal

669.50

Total Amount (Does Not include State or Local Taxes or License Fees)

\$ 3494.25

Order No. KAF38659.25

BILL STEBER CHEVROLET INC
60 NO SECTION ST
FAIRHOPE, ALABAMA

36532

31/480

Model 12437 Color Trim Plant N Scheduled Ship Date 9/12/17

Retail Price
3494.25

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 BILL STEBER CHEVROLET, INC., A
Corporation.

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 BILL STEBER
CHEVROLET, INC., a Corporation. Defendant.....

by THOMAS T. TUNSTALL, IV.
..... Plaintiff.....

Witness my hand this 21 day of Nov 19 69

Alice J. Duck Clerk
ALICE J. DUCK

VOL

66

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No. 9005

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

THOMAS T. TUNSTALL, IV.

Plaintiffs

vs.

BILL STEBER CHEVROLET, INC.,
A Corporation,

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

NOV 3 1969

Clerk

ALICE J. BERRY CLERK
REGISTER

E. G. Rickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

60 North Section Street
Fairhope, Alabama 36532

Received In Office

11/21 1969
Taylor Wilkins Sheriff

I have executed this summons

this Nov 21 1969

by leaving a copy with

Bill Steber Chevrolet
Inc.
on Mr. Bill Steber

For Sheriff's Office Total \$ 2.00
JAYLOR WILKINS, Sheriff
W. Crook
DEPUTY SHERIFF

Taylor Wilkins Sheriff
W. Crook Deputy Sheriff

In File