

FIRST NATIONAL BANK OF FAIRHOPE, *
a banking corporation, *

Plaintiff, *

vs. *

JAMES T. ALLISON, *

Defendant. *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Case No. 9092

Comes now the Defendant and files the following separate and several demurrers to the Plaintiff's complaint and separately and severally to each count says as follows:

1. For aught that appears, the said note has been paid.

2. For aught that appears, the note sued upon has been paid.

3. For aught that appears, the Plaintiff alleges default without alleging when said default took place.

Fred F. Smith, Jr.

FRED F. SMITH, JR.
Attorney for Defendant

Box 487
Fairhope, Ala. 36532

The Defendant demands a trial by jury in this cause.

Fred F. Smith, Jr.

FRED F. SMITH, JR.
Attorney for Defendant

ATTORNEY FOR PLAINTIFF:

Hon. John Duck
Attorney at Law
319 Magnolia Avenue
Fairhope, Ala., 36532

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12 day of Feb, 1970, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.

FILED

FEB 13 1970

ALICE J. DUCK

CLERK
REGISTER

VOL

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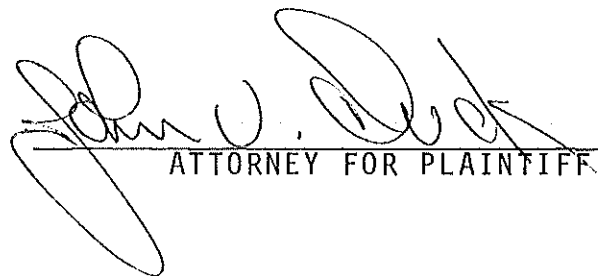
FIRST NATIONAL BANK OF FAIRHOPE,)
Plaintiff,)
vs.)
JAMES T. ALLISON,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 9092

DEMURRER

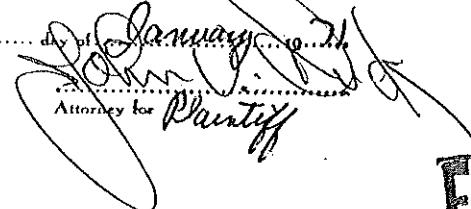
Comes now the Plaintiff in the above styled cause, and demurs to the Pleas filed by the Defendant herein, and for grounds thereof assigns the following separately and severally:

1. That said Plea 4 does not state a good defense to the action.
2. That Plea 5 is vague, indefinite and uncertain as to whether or not the said Plea is in set-off or recoupment.
3. That said Plea 5 is a mere conclusion of the pleader.
4. That said plea of set-off or recoupment fails to allege that the Defendant paid sixty (60%) per cent of the purchase price prior to default.


ATTORNEY FOR 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 a properly addressed envelope with adequate postage thereon.

This 13 day of January, 1978

Attorney for Plaintiff

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ALICE J. DUCK CLERK
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- ~~1. Alford, Ann B., Baldwin Times, Bay Minette~~
2. Allen, James B., Jr., Farmer, Lillian
- ~~3. Baillard, Lloyd J., Merchant, Bay Minette~~
- ~~4. Becker, Earl V., Mailman, Bay Minette~~
- ~~5. Becker, Ina H., Bookkeeper, Bay Minette~~
6. Page, Cornelia B., Housewife, Bay Minette
- ~~7. Lewis, Glen M., Salesman, Fairhope~~
- ~~8. Keenan, Jean D., Housewife, Fairhope~~
9. Malbis, George, Garage Operator, Spanish Fort
- ~~10. Melton, Estelle, Housewife, Spanish Fort~~
- ~~11. Nelson, Clarence A., Merchant, Fairhope~~
- ~~12. Blackwell, Earl, Merchant, Foley~~
- ~~13. Brantley, Doris Stuart, Housewife, Bay Minette~~
14. Lipscomb, Edward, Farmer, Foley
15. Teem, Keeneth, Linesman, Foley
16. Pumphrey, Rex, Vulcan Signs, Foley
- ~~17. Rade, Gus F., Farmer, Silverhill~~
- ~~18. Ryan, Dorothy L., Housewife, Bay Minette~~
19. Stallworth, F. W., Painter, Summerdale
- ~~20. Strong, Charles W., Jr., Merchant, Bay Minette~~
- ~~21. Tenison, Ralph Bruce, Monuments, Bay Minette~~
22. Chestang, Pleham, D. Brookley Field, Bay Minette
- ~~23. Coleman, Daisy Nell, Vanity Fair, Perdido~~
- ~~24. Coleman, Maynard, Civil Service, Perdido~~
- ~~25. Cooper, Claude, Farmer, Rosinton~~
- ~~26. Russell M. Crawford, Electrician, Bay Minette~~
27. Deal, Harold L., State Of Alabama, Foley
- ~~28. Deason, E. L., Retired, Foley~~
- ~~29. Henry, J. W., Salesman, Fairhope~~
- ~~30. Hocutt, William B., Office Work, Fairhope~~
- ~~31. Holman, Walter C., Printer, Fairhope~~
- ~~32. Huett, James S., Retired Fairhope~~
- ~~33. Irvin, E. L. Farmer, Foley~~
34. Thames, Grady, Farmer Robertsdale
- ~~35. Tunstall, Solomon, Laborer, Stockton~~
- ~~36. Brown, Hilard, Bay Minette, Alabama~~
- ~~37. Woodson, G. W., Retired, Bay Minette, Alabama~~
38. Bishop, Bobby Jean, Bookkeeper, Bay Minette, Alabama
39. Lipscomb, Lawrence, Farmer, Foley, Alabama

est Nat'l BK
vs
Jas. Allison

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FIRST NATIONAL BANK OF FAIRHOPE,)
a banking corporation,

Plaintiff,

vs.

JAMES T. ALLISON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

9092

Plaintiff claims of the Defendant the sum of ONE THOUSAND
ONE HUNDRED TWENTY-SIX (\$1,126.00) DOLLARS due by promissory note
made by him on the 14th day of May, 1968 and payable in thirty-six
installments of SEVENTY-NINE AND 55/100 (\$79.55) DOLLARS each.

That in and by the terms of said note, the Defendant agreed
that in the default of any one monthly installment, the entire
balance would become due and payable, and Plaintiff now claims the
benefit and avers that Defendant became in default and now declares
the entire indebtedness due and payable.

That in and by the terms of said note, the defendant agreed
to pay all costs of collection including a reasonable attorneys
fee, and the Plaintiff now claims the further and additional sum
of TWO HUNDRED (\$200.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendant waived
all rights of exemption under the Constitution and Laws of Alabama,
and the Plaintiff now claims the benefit of said waiver.

Handwritten signature of attorney for plaintiff
ATTORNEY FOR PLAINTIFF

FILED

JAN 22 1970

ALICE J. E. ... CLERK
REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

} No. 9092

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon JAMES T. ALLISON.....

.....
.....
.....

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.....

JAMES T. ALLISON Defendant.....

by FIRST NATIONAL BANK OF FAIRHOPE

..... Plaintiff.....

Witness my hand this 22 day of Jan. 19 70
Alice J. Clerk, Clerk

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No. 9092

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

FIRST NATIONAL BANK OF FAIRHOPE

Plaintiffs

vs.

JAMES T. ALLISON

527 GAYLOR 928 8901 Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

JAN 22 1970 Clerk

ALICE J. DUCK CLERK
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY WILKINS

DEPUTY SHERIFF

527 GAYLOR
Defendant lives at
450 Dogwood Street,
Fairhope, Alabama

Received In Office

January 22 1970

Sheriff

I have executed this summons

this 31, JANUARY 1970
by leaving a copy with

James T. Allison

Sheriff

W. R. DUCK Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

FIRST NATIONAL BANK OF FAIRHOPE,	*	IN THE CIRCUIT COURT OF
Plaintiff	*	BALDWIN COUNTY, ALABAMA
vs	*	At Law
JAMES T. ALLISON,	*	
Defendant	*	Case No. 9092

Comes now the defendant and files the following separate and several pleas to the plaintiff's complaint and separately and severally says as follows:

PLEA 1. The defendant says that he is not indebted to the plaintiff.

PLEA 2. The defendant says that he has paid the debt for which this suit is brought before the bringing of this action.

PLEA 3. The defendant says that he is not indebted for that heretofore and on to wit: prior to the bringing of this action the plaintiff re-took possession of a 1968 Ford automobile which was collateral for the note sued upon and thereafter purported to dispose of the said automobile but in so disposing of the said automobile did not comply with Title 7-A Uniform Commercial Code Section 9-504 et seq Code of Alabama for that the said plaintiff did not give reasonable notification of the time and place of public or private sale by which said automobile was disposed of and did not give notice to the said secured party (defendant) and hence the plaintiff cannot recover of the defendant

PLEA 4. The defendant says the plaintiff cannot recover for that the plaintiff re-took possession of the automobile

which was security for said note.

PLEA 5. The defendant claims of the plaintiff by way of set-off and recoupment the sum of SEVEN HUNDRED & FORTY-EIGHT 03/100 DOLLARS (\$748.03) due as a statutory penalty under Title 7-A Code of Alabama 1966 Added Volume being the Uniform Commercial Code and particularly under Section 9-505 of said Commercial Code and says that the debtor had paid 60% of the cash price on said automobile which secured this note and that the said secured party took possession of the collateral and failed to dispose of it under Section 9-504 of the Uniform Commercial Code and thereby is liable to the statutory penalty which is the time price differential plus 10% of the cash price.

Fred F. Smith, Jr.

FRED F. SMITH, JR.
Attorney for Defendant

ATTORNEY FOR PLAINTIFF:

John V. Duck

CERTIFICATE OF SERVICE

I hereby certify that I have on this 12th day of January, 1971, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed and first class postage prepaid.

Fred F. Smith, Jr.

FRED F. SMITH, JR.

FILED

JAN 18 1971

ALICE J. DUCK

CLERK
REGISTER

We the jury find for the
~~defendant~~ ^{BAF} - ^{BAH} ~~defendant~~
plaintiff for the sum of \$ 100.00

J. D. Allen, Jr.
Foreman

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