

September 15, 1970

Hon. Daniel E. Robison
P. O. Box 994
Foley, Alabama

Dear Mr. Robison:

Re: General Finance Corporation, a
Florida Corp. etc.
vs: H. L. Sirmon & Serena Sirmon

Case No. 9483

I Received and filed your above styled cause this date, but noted that you failed to enclose a deposit for cost. It is the policy of our Court that a deposit for costs be placed on all cases filed by out of State Persons or Corporations. I am sure you understand this, as the Sheriff cannot go out of State to levy for collection of costs.

A deposit of \$25.00 should be sufficient in this case.

Yours very truly,


Deputy Clerk.

Daniel E. Robison

ATTORNEY AT LAW

P. O. Box 794
PHONE 943-4955

117 So. Alston Street
FOLEY, ALABAMA 36535

GENERAL FINANCE CORP.)

Plaintiff)

vs.)

H.L. SIRMON,)

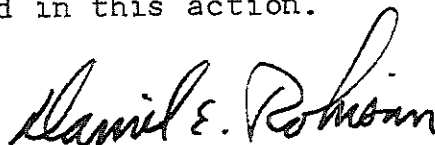
Defendant)

CIRCUIT COURT, AT LAW

NO. 9483

Comes now the attorney for the Plaintiff and makes this
his MOTION TO DISMISS.

The costs have already been paid in this action.



Daniel E. Robison

STATE OF ALABAMA)
BALDWIN COUNTY) TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon H.L. SIRMON and SERENA SIRMON, OF ROUTE 1, BOX 181 A, ROBERTSDALE, ALABAMA, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of General Finance Corporation.

Witness my hand this 15 day of Sept. . . . 1970.

Alice J. Clark
Clerk

* * * * *

GENERAL FINANCE CORPORATION,)	
A FLORIDA CORPORATION,)	IN THE CIRCUIT COURT OF
ASSIGNEE OF)	BALDWIN COUNTY, ALABAMA
HILL-KELLY DODGE INC.,)	AT LAW
A FLORIDA CORPORATION,)	NO <u>9483</u>
Plaintiff)	
v.)	
H.L. SIRMON,)	
SERENA SIRMON,)	
Defendants)	

COMPLAINT

The Plaintiff claims of the Defendants Two Thousand Four Hundred and Ninety-eight and 40/100ths Dollars(\$2,498.40), damages for breach of an agreement, entered into by them on the 24th day of August, 1969, in Pensacola, Florida, in substance as follows: Hill-Kelly Dodge, Inc. agreed to sell a 1969 Dodge Truck, #2067-118801 to the Defendants, and the Defendants agreed to pay the purchase price of \$3,209.50. This contract and agreement was duly assigned by the Hill-Kelly Dodge, Inc. to General Finance Corporation on August 25, 1969. And the Plaintiff says that although he has complied with all of the provisions of the written contract and agreement on his part, the Defendants have

failed to comply with the following provisions thereof, viz:
they have defaulted in their payments, and allowing all credits
and trade-ins, they owe \$2,298.40, and the Plaintiff asks for
reasonable attorney's fee as provided in the contract, in the
amount of \$200.00.

Daniel E. Robison ...
Daniel E. Robison
Attorney for Plaintiff

FILED

SEP 15 1970

ALICE J. DUCK CLERK
REGISTER

9483

General Finance Corp
atla. corp.

vs.
H. L. Sirmen,
Serena Sirmen
Rt 1, Box 181 A
Robertsdale

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
BY TAYLOR WILKINS, Sheriff
BIGAN
DEPUTY SHERIFF

Received 15 day of Sept 1970
and on 16 day of Sept 1970
I served a copy of the within 1810
on H. L. & Serena Sirmen
By service on _____

TAYLOR WILKINS, Sheriff
By H. L. B. Jones D.S.

Expense
70 miles RT.
ending over 3.00 rounded