

JOE SCHAEFER MOTORS, INC.,
a corporation,

Plaintiff,

vs.

TOM C. ADAMS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO.

9597

COMPLAINT

COUNT ONE

Plaintiff claims of the Defendant the sum of ONE THOUSAND ONE HUNDRED AND SEVENTY NINE DOLLARS AND 90/100 (\$1,179.90) as rent with interest thereon, from, May 9, 1969, together with a reasonable attorney's fee, under the terms and provisions of a lease contract entered into by the Plaintiff and Defendant on to-wit: May 9, 1969 which said lease contract is in words and figures as follows, to-wit: A copy of said lease contract is attached hereto, marked Exhibit "A" and made a part hereof as if set out in full herein. Plaintiff further avers that the Defendant failed to pay the rent installments as set forth in said lease contract as the same fell due and said rent installments are now past due and unpaid.

COUNT TWO

Plaintiff claims of the Defendant the sum of ONE THOUSAND ONE HUNDRED SEVENTY NINE DOLLARS AND 90/100 (\$1179.90) as rent, with interest thereon, from, to-wit: May 9, 1969 together with a reasonable attorney's fee, under the terms and provisions of a lease contract entered into between the Plaintiff and the Defendant on to-wit: May 9, 1969 which said lease is in words and figures as follows, to-wit: A copy of said lease contract is attached hereto marked Exhibit "A" and made a part hereof as if set out in full herein. The Plaintiff further avers that the Defendant failed to pay the rent installments as set forth in

said lease contract as the same fell due and said rent installments were past due and unpaid according to the terms of the lease contract agreement. The automobile in question was voluntarily released by the Defendant and taken back by the Plaintiff. Plaintiff avers further that it has become necessary to employ an attorney for the collection and that a reasonable attorney's fee is in the sum of THREE HUNDRED AND NINETY THREE DOLLARS AND 30/100 (\$393.30). Hence this suit.

COUNT THREE

Plaintiff claims of the Defendant the sum of ONE THOUSAND ONE HUNDRED AND SEVENTY NINE DOLLARS AND 90/100 (\$1,179.90) together with interest thereon, from to-wit: the 9th day of May, 1969 and a reasonable attorney's fee for the rent of one 1969 Rambler Station Wagon automobile, Serial Number A9A887T19-6673 at a monthly rate of ONE HUNDRED NINETEEN DOLLARS AND no/100 (\$119.10). Plaintiff further avers that the Defendant signed a lease agreement with the Plaintiff to pay ONE HUNDRED NINETEEN DOLLARS AND 10/100 (\$119.10) per month for the rent of said automobile and that the Defendant had a credit trade-in on the transaction of ONE HUNDRED THIRTY DOLLARS AND 20/100 (\$130.20) and that no payments were made under the lease agreement, a copy of which is attached hereto this complaint and made an integral part hereof. Plaintiff avers that no payment was ever made on this agreement by the Defendant and that the automobile in question was voluntarily released on September 25, 1970 and was at that time taken into the possession of the Plaintiff. Plaintiff claims that the Defendant breached the terms of the agreement and Plaintiff claims ONE THOUSAND ONE HUNDRED AND SEVENTY NINE DOLLARS AND 90/100 (\$1,179.90) plus 6% interest as provided for in the

contract. Plaintiff further avers that it has become necessary to employ an attorney for the collection of the account and that a reasonable attorney's fee is in the sum of THREE HUNDRED NINETY THREE DOLLARS AND 30/100 (\$393.30).

COUNT FOUR

Plaintiff avers that on to-wit: 9th day of May, 1969 the Plaintiff and Defendant entered into a written contract whereby Plaintiff agreed to rent and Defendant agreed to hire a certain 1969 Rambler Station Wagon automobile, Serial Number A9A887T196673 upon the terms and conditions set forth in the written contract a copy of which is attached hereto and marked Exhibit "A" and made a part hereof. Plaintiff avers that the Defendant had a trade-in credit toward the lease arrangement of ONE HUNDRED THIRTY DOLLARS AND 20/100 at the time Plaintiff delivered the automobile to the Defendant which was on to-wit: May 9, 1969. Plaintiff further avers that the Defendant had in his possession the vehicle which was the subject of the lease for approximately 11 months without making any of the payments provided for in the lease agreement. Plaintiff further avers that on September 25, 1970 Defendant voluntarily released the automobile in question to a representative of the Plaintiff who at that time returned the automobile in question to the Plaintiff. Plaintiff further avers that numerous demands have been made on the Defendant and that no payment has been made by the Defendant in accord with the terms of the said contract. Plaintiff further claims 6% interest as provided for in the contract and that it has become necessary to employ an attorney for collection and that a reasonable attorney's fee is in the sum of THREE HUNDRED NINETY THREE DOLLARS AND 30/100 (\$393.30). Hence the Plaintiff claims

ONE THOUSAND SIX HUNDRED AND FORTY THREE DOLLARS AND 99/100 (\$1,643.99) total which includes rent of the automobile, interest as provided in the contract and a reasonable attorney's fee which is also provided for in the contract.

COUNT FIVE

Plaintiff claims of the Defendant ONE THOUSAND ONE HUNDRED AND SEVENTY NINE DOLLARS AND 90/100 (\$1,179.90) for that on to-wit: May 9, 1969 Plaintiff leased an automobile to-wit: one 1969 Rambler Station Wagon, Serial Number A9A887T196673 to the Defendant at a monthly rental rate of ONE HUNDRED NINETEEN DOLLARS AND 10/100 (\$119.10). Plaintiff further avers that the Defendant made a trade-in which was credited to his lease of ONE HUNDRED THIRTY DOLLARS AND 20/100 (\$130.20). Plaintiff further avers that the Defendant did not pay any of the installments due under the lease agreement as they fell due and that the Defendant voluntarily released the automobile in question to a representative of the Plaintiff on September 25, 1970. A copy of the lease in question which is attached hereto marked as Exhibit "A" and made a part hereof. Plaintiff further claims 6% interest as provided for in the lease agreement and Plaintiff also claims a reasonable attorney's fee as provided in the lease agreement which Plaintiff avers to be THREE HUNDRED NINETY THREE DOLLARS AND 30/100 (\$393.30).

ENGEL, SMITH & TOLER

BY: 

DAVID L. BARNETT

Please serve the Defendant at:

Highway 180
Star Route Box 17 F
Orange Beach, Alabama

FILED

DEC 12 1970

ALICE J. DUCK

CLERK
REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9597

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon TOM C. ADAMS

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.....

TOM C. ADAMS Defendant.....

by Joe Schaefer Motors Inc, a corp.

Plaintiff.....

Witness my hand this 12th day of December 1970...

Alice J. Luck, Clerk

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12-12-70

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

JOE SCHAEFER MOTORS, INC., A CORP.

Plaintiffs

vs.

TOM C. ADAMS

Defendants

SUMMONS AND COMPLAINT

Filed Dec. 12, 1970

Allice J. Duck Clerk

Engel, Smith & Toler
P. O. Box 1045= Mobile

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Dec. 12 1970

Taylor Wilkins Sheriff

I have executed this summons

this 16 Dec 1970

by leaving a copy with

Tom C. Adams

Sheriff claims 120 miles at

Ten Cents per mile Total \$12.00

TAYLOR WILKINS, Sheriff

BY JMB Deputy Sheriff

Taylor Wilkins Sheriff

JMB Deputy Sheriff

December 11, 1970

Circuit Court of Baldwin County
Baldwin County Courthouse
Baldwin County, Alabama

Re: Joe Schaeffer Motors, Inc.
Vs: Tom C. Adams

Gentlemen:

Enclosed please find the Complaint to be filed in the above styled case. Also find our firm's check in the amount of \$50.00 in payment of Court Cost incurred in this matter.

Very truly yours,

ENGEL, SMITH & TOLER

David L. Barnett
DLB/dw
Enclosures

ENGEL, SMITH & TOLER
ATTORNEYS AT LAW
SUITE 910 VAN ANTWERP BUILDING
P. O. BOX 1045
MOBILE, ALABAMA 36601

TELEPHONE
AREA CODE 205
438-3625

MYLAN R. ENGEL
LEO A. SMITH, JR.
DESMOND B. TOLER
DAVID L. BARNETT

December 11, 1970

Circuit Court of Baldwin County
Baldwin County Courthouse
Baldwin County, Alabama


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ATTORNEYS AT LAW
SUITE 910 VAN ANTWERP BUILDING
P. O. BOX 1045
MOBILE, ALABAMA 36601

MYLAN R. ENGEL
LEO A. SMITH, JR.
DESMOND S. TOLER
DAVID L. BARNETT

TELEPHONE
AREA CODE 205
438-3625

December 29, 1970

Mrs. Alice Duck
Clerk Register
Baldwin County Circuit Court
Bay Minette, Alabama

Re: Joe Schaeffer Motors, Inc.
Vs: Tom C. Adams
Case no. 9597

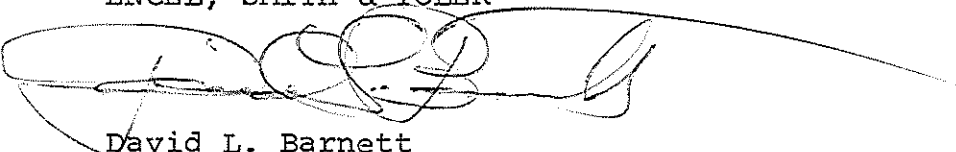
Dear Mrs. Duck:

The Plaintiff in the above styled case respectfully requests a non-suit. Please deduct all Court cost from the \$50.00 Plaintiff has deposited with your Court. Remit this amount to the law office of Engel, Smith & Toler, P.O. Box 1045, Mobile, Alabama.

Thank you for your cooperation.

Very truly yours,

ENGEL, SMITH & TOLER



David L. Barnett
DLB/dw