FORD MOTOR CREDIT COMPANY,	χ	
a corporation,	χ	IN THE CIRCUIT COURT OF
Plaintiff,	X	
VS.	X	BALDWIN COUNTY, ALABAMA
CLAYTON FLOWERS,	^	
	χ	AT LAW
Defendant.		9738

#### PLEA

Comes now the Defendant in the above styled cause by and through his Attorneys of Record and for plea to the Complaint heretofore filed against him in said cause says separately and severally as follows:

1. The allegations of the Complaint are untrue.

CHASON, STONE & CHASON

Attorneys for the Defendant

## CERTIFICATE OF SERVICE

pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 2day

of March, 1921

MAR 29 1971

FILED

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\*EUNICE B. BLACKMON CLER

N.J.

DOMINICK J. MATRANGA

FORD MOTOR CREDIT COMPANY, a Corporation

Suit for \$1,097.34 damages for breach of agreement Atty's fee \$365.78

CLAYTON FLOWERS

JURY

BY: JOHN E. CHASON P.O. Box 120 Bay, Minette, Alabama \*36507 \*

CHASON, STONE & CHASON

PLEADINGS, ROCESS, ETC, FILING DATE

1. Complaint & Summons 2-16-71

2 .Plea in Abatement and \* Jury Demand - - -

& S served on Clayton Flowers on February 24, 1971.

March 5, 1971 - Plea in Abatement Sustained, and case transferred to Baldwin County, Alabama for further proceedings. /s/ Ferrill D. McRae, Judge

42-635

I, JOHN E. MAN DEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court. In Witness whereof I have hereunto set my hand and attached my Official Seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 8th day of March 1971



FORD MOTOR CREDIT COMPANY, \* IN THE CIRCUIT COURT a corporation, \* OF MOBILE COUNTY, Plaintiff, \* ALABAMA

vs. \* AT LAW

CLAYTON FLOWERS, \* CASE NO. 34642

Plaintiff claims of the Defendant the sum of ONE THOUSAND

NINETY-SEVEN and 34/100 (\$1,097.34) DOLLARS

for the breach of a written agreement entered into by the Defendant
on, to-wit: May 17, 1969

Bolton Ford of Mobile, Inc.

\$91.57

a month commencing on, to-wit: July 1, 1969

and continuing on the same day of each month thereafter until the sum
of, to-wit: \$3,761.40

had been paid for the purchase of an automobile;
said written agreement provided that in case of default in said payments,
the entire unpaid balance would then become due, and Plaintiff could
take immediate possession of said automobile and sell same at a public
or private sale, with notice to Defendant, and apply the proceeds of
said sale, first to all expenses for retaking, repairing and selling
said automobile, including a reasonable attorney's fee, and the remainder
thereof to the balance due under said written agreement; and, in the event
of a deficiency, the Defendant agreed to pay the amount of the deficiency,
with interest thereon.

Plaintiff avers that said written agreement, together with all rights thereunder, was assigned to it in writing by the said Bolton

Ford of Mobile, Inc. before default in said written agreement, for a valuable consideration.

Plaintiff alleges that Defendant defaulted in said written instrument in that he failed to make the payment provided for therein, leaving a balance of principal due of, to-wit: \$2,106.11; that the said automobile was seized and sold, after notice of said sale was given to the Defendant as provided under the Uniform Commercial Code, and that the sum of, to-wit: \$800.00 was received for said automobile, which sum Plaintiff claims was the reasonable market value of said automobile at the time of seizure and at the time of sale, and that after applying the amount received from the sale of said automobile to the said balance due, and allowing all just credits, a balance of, to-wit: \$1.097.34 remains due and unpaid from, to-wit: September 14, 1970

Plaintiff claims the additional sum of, to-wit: THREE HUNDRED SIXTY-FIVE and 78/100 (\$365.78) DOLLARS as a reasonable attorney's fee, as provided for in said written agreement.

DOMINICK J. MATRANCA

Attorney for the Plaintiff

Defendant may be served:

C/O Alabama Dry Docks and Shipbuilding Company, Pinto Island,

Mobile, Alabama - Badge #951

Carle Cuesas Cuesas

# THE STATE OF ALABAMA MOBILE COUNTY

### CIRCUIT COURT

o Any Sheriff of the State of ou are hereby commanded to		
CLAYTON FLOWERS		
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appear within thirty days f	rom service of this process, in the Circuit (	Court of Mobile County, Alabar
the place of holding the sam	e, then and there to answer the complaint	of
•	<u>-</u>	OL.,
FORD MOTOR CRED	OIT COMPANY, A Corporation	
· · · · · · · · · · · · · · · · · · ·		
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ITNESS: John E. Mandevil	le, Clerk of said Court, this 16th day o	February 19 7
TITADOS. John D. Mandevii	day of	A
	Attest: John Co	Thandeulle)
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<u> </u>	RAY D.	BRIDGES, SHERIFF D

34642 DOCKET CIVIL DIVISION CIRCUIT COURT MOBILE COUNTY Ford Motor Credit Company, etc. 42,86041 Complaint and Summons Clayton Flowers Issued 16th day of Flowers 10 Defendant's Address

c/o Alabama Dry Docks and Shipbuilding Company, Pinto Island, Mobile, Alabama BADGE #951

DOMINICK J. MATRANGA

Plaintiff's Attorney

FORD MOTOR CREDIT COMPANY, X a corporation, X IN THE CIRCUIT COURT OF Plaintiff, X MOBILE COUNTY, ALABAMA

Vs. X MOBILE COUNTY, ALABAMA

X CLAYTON FLOWERS, X AT LAW CASE NO. 34642

Defendant.

#### PLEA IN ABATEMENT

Comes now the Defendant in the above styled cause by and through his Attorney of Record, and pleads specially and only for the purpose of filing this Plea in Abatement and in support thereof, would respectfully show unto the Court as follows:

1. That the action heretofore filed against him is founded on a contract and that at the time of the making of the contract and at the time of the filing and service of the Complaint, and at all times from the making of the contract until the date hereof, the Defendant has been a bona fide resident of Baldwin County, Alabama, having therein a permanent residence and that during none of said times has the Defendant been a resident of Mobile, County, Alabama.

CHASON, STONE & CHASON

Attorneys for the Defendant

The Defendant respectfully requests a trial of this cause by jury when transferred.

CHASON, STONE & CHASON

By:\_

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#### FRIDAY, MARCH 5, 1971

_	MOTOR CREDIT	COMPANY,	) PLEA IN ABATEMENT SUSTAINED, AND CASE TRANSFERRED TO BALDWIN
McR AE	-vs-	34642	) COUNTY, ALABAMA, FOR FURTHER PROCEEDINGS
CLAYT	ON FLOWERS		)

This day in open Court came the parties by their attorneys, and defendant's Plea in Abatement filed February 26, 1971, to the complaint in this cause, coming on to be heard and being argued by counsel and understood by the Court;

It is ordered and adjudged by the Court that defendant's said Plea in Abatement filed February 26, 1971. to the complaint in this cause be, and the same is hereby sustained, and case ordered transferred to the Circuit Court of Baldwin County, Alabama, for further proceedings.

Minute Book 42

635 Page

# STATE OF ALABAMA, \ COUNTY OF MOBILE

### IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of ORDER OF COURT
as rendered by the said Circuit Court on the 5th day of March , 1971, in the cause
entitled No. 34642 - FORD MOTOR CREDIT COMPANY, a Corporation
, Plaintiff,
versus CLAYTON FLOWERS
Defendant, (Regular Andrews Market Market Same remains of record in this office in
Minute Book No. 42 , Page No. 635
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 8th day of March , 19 71

ATTEST:

Clerk, Circuit Court, Mobile County, Alabama.

# CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

No. 34642 FORD				COMPA	NY, a corporation  VS.	<del></del>		Plaintif
(Act No. 740, Reg. Session Ala. I Appvd. Sept. 20, 1957) (Amend Sec. 21, Title 11, Code Ala. 1		1957			OF COST (Act No. 571, Reg. 5 (Amend Sec. 34 and	······································		Defendan
CLERK'S FEES			Pltff.	Deft.	SHERIFF'S FEES		Pltff.	Deft.
Suits for \$100 or less  Suits for over \$100 but less than \$1,000  Suits for \$1,000 and over  Suits in detinue, ejectment, etc.  Suits not otherwise provided  Writs, Mandamus, Prohibition, etc.  Appeals from Court General Sessions  Appeals from Probate Court  Appeals from JP Courts	10.00 20.00 10.00 10.00 15.00 15.00 20.00	20	00		Serving Summons & Complaint \$ 1.8  Serving Writ of Garnishment 1.8  Serving Sci FaNotices 1.8  Levying Attachment & Return 6.9  Executing Writ Possession 5.0  Seizing personal property under Writ of Detinue 6.0  Serving subpoenas, each 7.7  Impanelling Jury 7.7  Taking & Approving Bond 2.0  Collecting Costs Execution 1.5  Serving Contempt Writ 1.5  Making Deed for Property sold 2.5  Commission, collecting money on executions, 1st \$200 5%;	50	1 50	
Appeals from State Dept of Pub.  Safety, and other State Agencies  Workmen's Compensation Settle.  Garnishment on Judgment  Order of Sale, Motions to sell.  Recording executions from State Agencies  Cert. Copy of Record - per	10.00 6.00 6.00				\$200 to \$500 4%; over \$500 3% \$  Total\$  RECAPITULATION	1	50	
Taking Appeal Bond  Record for Supreme Court etc., per 100 words  Add'l Copies of Record for Supreme Court, per 100 words  Checking - including Reporters	15		80		Clerk  Sheriff  Inferior Civil Court  Justice Peace fees	20	80	
Transcript of Evidence  Certifying Abstract in lieu of  Transcript on Appeal  Collecting Money on Judgments  over 30 days old, % the percentage allowed Sheriffs  Total	5.00	20	80		Witness fees  Commissioner's fees  Certificate of Judgment  Judgment  10% Damages  Interest  Stenographer's fees (\$10.00 Day)  Library fee 1.50  Trial Tax (County) 1.50  Trial Tax (State) 1.50  Advertisement  Carnishee's fees	1	50 50	

JOHN E. MANDEVILLE, Clerk