

CHRYSLER CREDIT CORPORATION,
a corporation

Plaintiff,

vs.

WILLARD H. HARRINGTON

Defendant .

* IN THE COURT OF GENERAL SESSIONS
*
* OF MOBILE COUNTY, ALABAMA
*
* AT LAW
*
*
*
*
* CASE NO. _____

Plaintiff claims of the Defendant the sum of THREE HUNDRED EIGHT AND 33/100 (\$308.33) DOLLARS, damages for the breach of a written agreement entered into by the Defendant on, to-wit: Feb. 12, 1969, by which he promised to pay to Chrysler Credit Corporation, a corporation, the sum of, to-wit: \$64.60 a month commencing on, to-wit: March 18, 1969 and continuing on the same day of each month thereafter until the sum of, to-wit: \$1550.40 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 Mobile Dodge, 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: \$946.40; 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: \$475.00 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: \$308.33 remains due and unpaid from, to-wit: Feb. 22, 1970.

Plaintiff claims the additional sum of, to-wit: 102.78 as a reasonable attorney's fee, as provided for in said written agreement.



PERLOFF REID & BRISKMAN
Attorneys for the Plaintiff

Defendant may be served:
Route 1, Box 125-A
Daphne, Alabama

Law Offices of
PERLOFF, REID & BRISKMAN
257 ST. ANTHONY STREET
MOBILE, ALABAMA 36603

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISKMAN

September 14, 1971

AREA CODE 205
TELEPHONE 433-5412

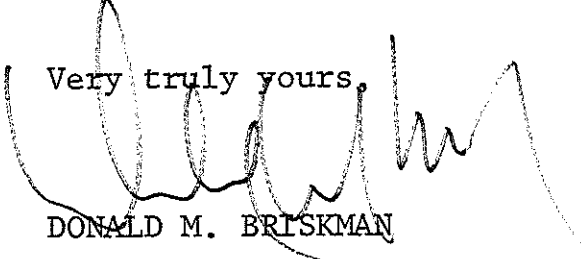
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama

Re: #95900-Court of General Sessions
#9876-Circuit Court of Baldwin County
Chrysler Credit Corp. vs. Willard H.
Harrington

Dear Sirs:

The above captioned matter is set on the docket for
September 17, 1971, and I am requesting that the case be continued
by agreement to a later date.

Very truly yours,


DONALD M. BRISKMAN

/sjm

cc: Matranga, Hess & Sullivan
919 Dauphin Street
Mobile, Alabama

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama, }
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon..... Willard H. Harrington

to be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile
County, on the 20 day of May, 1971 at the hour of 9:00 A.M.,
then and there to answer a complaint of..... Chrysler Credit Corporation, a corporation

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

MAR 30 1971

Witness my hand, this..... day of....., 19.....

J. D. Richardson

Clerk of the Court of General Sessions of Mobile County.

Cause of Action

COMPLAINT AND SUMMONS

Atty. for Plaintiff: **Perloff & Reid**
Atty. for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. 95900

Ret.

May 20, 1971

Chrysler Credit Corporation, a corporation
VS.
Willard H. Harrington
Rt. 1, Box 125-A, Daphne, Alabama

Continued To

*Blackman
Trailer Park*

APR 5 1971

TAYLOR WILKINS
SHERIFF

Executed by Service on

Willard H. Harrington
Defendant

This 6 day April, 1971

Perloff
Sheriff of Mobile County

By J. E. PPS
Deputy Sheriff

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.
MAR 30 4 42 PM '71

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$ 4.40
PROCESS(ES) OR A TOTAL OF \$ 5.90

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.
APR 3 8 45 AM '71

VOL 1

69

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CHRYSLER CREDIT CORPORATION,
a corporation,

Plaintiff,

VS.

WILLARD H. HARRINGTON,

Defendant.

* IN THE COURT OF GENERAL SESSIONS
* OF MOBILE COUNTY, ALABAMA
* AT LAW

*

*

*

CASE NO. 95900

Comes now the Defendant and specially appears for the purposes set forth below and for no other purpose:

1. The Defendant at the time of service of this Complaint and Summons and at the time of the filing of this his special appearance was and is a resident of Baldwin County, Alabama.

2. Venue for the purpose of this suit would lie in a Court of competent jurisdiction in Baldwin County, Alabama.

3. Alabama Code 1940 (Recompiled 1958) Title 7, Section 54 provides that suits on contract must be brought in the County wherein the Defendant resides.

WHEREFORE, the premises considered, your Defendant prays that this Honorable Court will order this suit transferred to the Circuit Court of Baldwin County, Alabama or other appropriate Court sitting in Baldwin County, Alabama.

MATRANGA, HESS & SULLIVAN
Attorneys at Law
919 Dauphin Street
Mobile, Alabama 36604

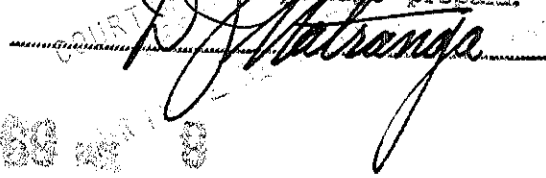

DOMINICK J. MATRANGA
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have, on this 16
day of April, 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.

COURT OF GENERAL SESSIONS

APR 13 9 55 AM '71


DOMINICK J. MATRANGA

THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY

Case No. 95900

CHRYSLER CREDIT CORPORATION,
A CORPORATION

Plaintiff,

VS

WILLARD H. HARRINGTON

Defendant.

Amount of Claim: \$411.11

(Filed: March 29, 1971
(
(Summons Issued: March 30, 1971
(
(Returnable: May 20, 1971
(
(Service Had: April 6, 1971
(
(Cause of Action: Written Agreement
(
(Attorney for Plaintiff: Perloff, Reid & Briskman
(
(Attorney for Defendant: Matranga, Hess & Sullivan
(
(
(
(
(

April 19, 1971 - Defendant's Answer filed & Plea

May 20, 1971 - Plea Confessed - Cause transferred to Circuit Court of
Baldwin County

Paul W. Wimmer

I hereby certify that the foregoing is a true and correct copy of the
above styled cause, as it appears on record and in the files of The Court of
General Sessions of Mobile County, Alabama.

Witness my hand this the 10 day of June, 1971.

J. D. Richardson
Clerk of The Court of General
Sessions of Mobile County,
Alabama.

B6-5M-4-71

COST BILL

PERLOFF, REID & BRISMAN
ATTORNEYS FOR PLTF:—

General Sessions (Civil Div.) Court of Mobile, Mobile County Court House, Mobile, Ala.

CHRYSLER CREDIT CORP., A CORP.

Plaintiff

CASE NO. 95900

WILLARD H. HARRINGTON

Defendant

Garnishee

COURT FEES

Summons and proceedings thereon to judgment	\$1.00
Docketing each cause	.10
Law Library Fee	1.00
Garnishment	
TOTAL	\$

SHERIFF'S FEES

Levying Attachment	6.00
Entering and returning same	.25
Summoning Garnishee and making return	1.50
Serving Summons and other mesne process, and returning the same	1.50
Collecting execution for costs only	1.50
Serving any summons not herein provided for, and making return	1.50

TOTAL \$

GRAND TOTAL \$ 10.75

I respectfully call your attention to the above Court Cost Bill which if not paid by
19_____, it will be my unpleasant duty to issue execution on your property for the recovery of the same.

J. D. Richardson, Clerk

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama, }
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon..... Willard H. Harrington

to be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile
County, on the 20 day of May, 1971 at the hour of 9:00 A.M.,
then and there to answer a complaint of Chrysler Credit Corporation, a corporation

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings. MAR 30 1971

Witness my hand, this day of J. D. Richardson, 19

Clerk of the Court of General Sessions of Mobile County.

Cause of Action

COMPLAINT AND SUMMONS

Atty. for Plaintiff: **Perloff & Reid**

Atty. for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. 95900

Ret.

May 20, 1971

Chrysler Credit Corporation, a corporation

VS.

Willard H. Harrington

Rt. 1, Box 125-A, Daphne, Alabama

Continued To

Executed by Service on

Defendant

This day, 19.....

Sheriff of Mobile County

By
Deputy Sheriff

CHRYSLER CREDIT CORPORATION,
a corporation

Plaintiff,

vs.

WILLARD H. HARRINGTON

Defendant .

* IN THE COURT OF GENERAL SESSIONS
*
* OF MOBILE COUNTY, ALABAMA
*
* AT LAW
*
*
*
*
*
*

CASE NO. 9876

Plaintiff claims of the Defendant the sum of THREE HUNDRED EIGHT AND 33/100 (\$308.33) DOLLARS, damages for the breach of a written agreement entered into by the Defendant on, to-wit: Feb. 12, 1969, by which he promised to pay to Chrysler Credit Corporation, a corporation, the sum of, to-wit: \$64.60 a month commencing on, to-wit: March 18, 1969 and continuing on the same day of each month thereafter until the sum of, to-wit: \$1550.40 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 Mobile Dodge, 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: \$946.40; 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: \$475.00 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: \$308.33 remains due and unpaid from, to-wit: Feb. 22, 1970.

Plaintiff claims the additional sum of, to-wit: 102.78 as a reasonable attorney's fee, as provided for in said written agreement.

FILED

JUN 15 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

Defendant may be served:
Route 1, Box 125-A
Daphne, Alabama

J. Dwight Reid
PERLOFF REID & BRISKMAN
Attorneys for the Plaintiff

COURT OF GENERAL SESSIONS

MAR 29 10 50 AM '71

TRANSFER
NOTICE of APPEAL

STATE OF ALABAMA,)
MOBILE COUNTY)

CHRYSLER CREDIT CORPORATION, A CORPORATION

Plaintiff

VS.

WILLARD H. HARRINGTON

Defendant

To WILLARD H. HARRINGTON

in said Cause:

You are hereby notified that CHRYSLER CREDIT CORP., A CORP.

the PLAINTIFF in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama, from the Circuit Court of Mobile County, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the Circuit Court of Baldwin County, Alabama, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 11 day of June 1971

J. A. Richardson
Clerk, Court of General Sessions of Mobile County, Civil Division

PERLOFF, REID & BRISKMAN *R*

Dep
Case No. 95900

Q
CHRYSLER CREDIT CORP., A CORP.

Plaintiff,

VS *9876*

WILLARD H. HARRINGTON

Rt. 1, Box 125-A Daphne, Ala.

Defendant.

NOTICE OF APPEALX TRANSFER

Returnable To The Circuit Court of
Baldwin County

Issued: June 11, 1971

Serve On: *② 224*
Dep
DOMINECK J. MATRANGA, Attorney for Deft.
919 Dauphin St.

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

JUN 14 1 40 PM '71

BY

EXECUTED

This 22 day of June, 19 71
by serving a copy of the within on

Dominick J. Matranga
RAY D. BRIDGES, Sheriff
By *D. J. Aspinwall* D.S.

(over)

TRANSFER
NOTICE of APPEAL

STATE OF ALABAMA,)
MOBILE COUNTY)

CHRYSLER CREDIT CORPORATION, A CORPORATION

Plaintiff

VS.

WILLARD H. HARRINGTON

Defendant

To **WILLARD H. HARRINGTON**

in said Cause:

You are hereby notified that **CHRYSLER CREDIT CORP., A CORP.**

the **PLAINTIFF** in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama, from the ~~Circuit Court of Mobile County~~ **COURT OF GENERAL SESSIONS OF MOBILE COUNTY**, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the **CIRCUIT COURT OF BALDWIN COUNTY** to be held for said County, you are hereby notified accordingly.

Given under my hand this the **11** day of **June** 19 **71**

John Richardson
Clerk, Court of General Sessions of Mobile County, Civil Division

PERLOFF, REID & BRISKMAN

Case No. 95900

CHRYSLER CREDIT CORP., A CORP.

Plaintiff,

VS

WILLARD H. HARRINGTON

Rt. 1, Box 125-A Daphne, Ala.

Defendant.

NOTICE OF ~~XEROX~~ TRANSFER

Returnable To The Circuit Court of
Baldwin County

Issued: June 11, 1971

Serve On: DOMINECK J. MATRANGA , Attorney for Deft.
919 Dauphin St.

FILED

JUN 15 1971

EUNICE B. BLACKMON
CIRCUIT
CLERK

CHRYSLER CREDIT CORPORATION
A Corporation

Plaintiff

VS.

WILLARD H. HARRINGTON

Defendant

I

I

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9876

ANSWER

Comes now the Defendant in the above styled cause and
for answer to the Plaintiffs Bill of Complaint, says as follows:

1.

The Defendant saith that he is not guilty of the matters
alleged therein.

RECOUPMENT

The Defendant in the above styled cause, having answered
the Bill of Complaint against him, now files his Bill of Recoupment
and says as follows:

1.

The Defendant, as a defense for the action of the Plaintiff,
saith that at the time said action was commenced, the Plaintiff was
indebted to him in the sum of ONE THOUSAND FIVE HUNDRED DOLLARS
(\$1,500.00) damages for wrongfully taking the followings good and
chattels, the property of the Defendant, viz:

1 used 1966 8 Cyl. Dodge Dart GT
Convertible, Vehicle #LP27 D62 535389

2.

The Defendant, as a defense to the action of the Plaintiff,
saith that at the time said action was commenced, the Plaintiff was
indebted to him for the sum of ONE THOUSAND FIVE HUNDRED DOLLARS
(\$1,500.00) damages for the conversion by it on the 22nd day of
February, 1970, of the following described chattels:

1 used 1966 8 Cyl. Dodge Dart GT
Convertible, Vehicle #LP27 D62 535389

the property of the Defendant.

3.

The Defendant claims of the Plaintiff ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), damages for a breach of an installment contract entered into by him on the 12th day of February, 1969, in substance as follows:

The Defendant agreed to purchase a used 1966 8 Cyl. Dodge Dart GT Convertible Vehicle #LP27 D62 535389, for \$1,550.40 to be paid in 24 installments of \$63.60 commencing on the 18th day of March, 1969. The Defendant made a total of 11 of such monthly installments and was then informed that the contract had been refinanced and the monthly installment payments were raised from \$63.60 to \$67.60. The Defendant went to the office of the Plaintiff to seek an explanation of the refinancing of the vehicle and he was never given any satisfactory answer of why the payments were increased. The defendant then suspended further payments until the matter could be clarified. The Plaintiff immediately repossessed the automobile and sold it and on March 30, 1971 filed suit for a deficiency judgment in the Court of General Sessions in Mobile County. The Defendant says that although he has complied with all the provisions on his part, the Plaintiff has failed to comply with the following provisions, viz:

The Plaintiff altered the installment contract in demanding larger monthly installments and repossessed the subject automobile for resale.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis S. Nesbit
Attorneys for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 21 day of Sept 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.

WILTERS, BRANTLEY & NESBIT

By: Phyllis S. Nesbit

FILED

SEP 21 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

10-1-71

CHRYSLER CREDIT CORPORATION, (IN THE CIRCUIT COURT OF
a corporation, (BALDWIN COUNTY, ALABAMA,
Plaintiff, (AT LAW
vs. (
WILLARD H. HARRINGTON, (
Defendant. (CASE NO. 9876

Comes now the plaintiff, Chrysler Credit Corporation, by and through its attorney and demurs to the answer of the defendant and the Plea in Recoupment all on the following grounds, separately and severally:

1. Said plea does not state a cause of action against the plaintiff.
2. The allegations contained therein are mere conclusions of the pleader.
3. For aught that appears said plea sounds in damages merely and is not the proper subject matter of a plea in recoupment.
4. Said plea seeks to recover damages against the assignee of commercial paper and the Law of Alabama prohibits same.
5. For that your plaintiff is not apprised of what he is called upon to defend in any way.
6. For it does not affirmatively appear that the plaintiff ever informed the defendant of anything.
7. For aught that appears defendant being informed was from someone in no way connected with the plaintiff.
8. For the allegation that "he was never given any satisfactory answer of why the payments were increased" is a conclusion of the pleader.
9. The allegations contained therein are so conclusionary and without proper facts to support said allegations they fail to state a cause of action which apprises plaintiff herein of

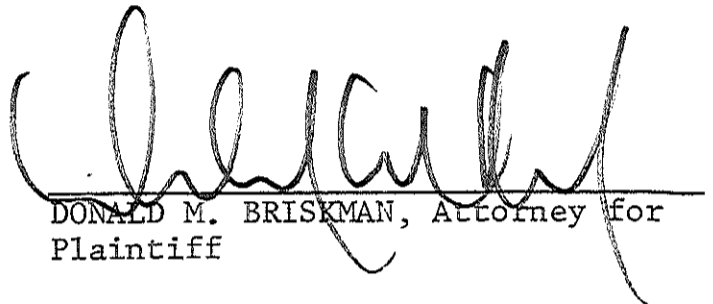
what he is called upon to defend.

10. For aught that appears defendant has been damaged in no way.

11. For aught that appears plaintiff is not indebted to the defendant in any way whatsoever.

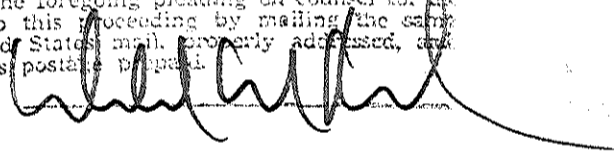
12. For aught that appears there is no obligation running from the plaintiff to the defendant.

13. For aught that appears the defendant has not been damaged by the plaintiff.


DONALD M. BRISKMAN, Attorney for
Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 11
day of Oct, 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.



FILED

OCT 14 1971

EUNICE B. BLACKBURN CIRCUIT
CLERK

CHRYSLER CREDIT CORP-)	IN THE CIRCUIT COURT OF
ORATION, a corporation,)	BALDWIN COUNTY, ALABAMA,
)	
Plaintiff,)	AT LAW
vs.)	
WILLARD H. HARRINGTON,)	
Defendant.)	Case No. 9876

Comes now the plaintiff in the above styled cause and shows unto this Honorable Court that on to-wit: the 15th day of March, 1972, the above styled cause was dismissed for want of prosecution; and plaintiff moves this matter be reinstated on the trial docket and for reason therefore says as follows: that at the time this case was set for trial, the attorney handling the case was engaged in a special session of the legislature and because of his attendance at the special session, was prevented from being in Court.

WHEREFORE, plaintiff prays that the above captioned cause be reinstated on the trial docket.


 Attorney for Plaintiff

CERTIFICATE OF SERVICE
 I do hereby certify that I have on this 29
 day of March 1972, 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

MAR 30 1972

EUNICE B. BLACKMON CIRCUIT
 CLERK

THE INFERIOR CIVIL COURT OF MOBILE

MOBILE COUNTY COURT HOUSE

MOBILE, ALABAMA 36602



MRS. ALICE J. DUCK, Circuit Clerk
Baldwin County Court House
Bay Minette, Alabama

The enclosed papers numbered from 1 to 6, include all the original
papers in the case of CHRYSLER CREDIT CORP. VS WILLARD H. HARRINGTON Case # 95900


Clerk of The Court of General Sessions of Mobile County, Ala.