

ATLAS FINANCE CO., INC.,
Doing business as ATLAS
AUTO FINANCE CO.,

PLAINTIFF,

VS.

S. W. JACOBS,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

ANSWER TO INTERROGATORIES

Comes the Defendant in the above styled cause and for answer to the Interrogatories propounded therein.

1.

As to Count One, S. W. Jacobs, over the age of 21 years, present address, Bay Minette, Alabama, presently not employed.

2.

As to Count Two, Yes.

3.

As to Count Three, I do not remember reading such a paper and have no special recollection of having signed such.

4.

As to Count Five, Yes.

5.

As to Count Six, on the property of Lucy Jacobs, Bay Minette, Alabama.

6.

As to Count 7, Yes.

7.

As to Count 10 the said automobile is under my control or in my possession.

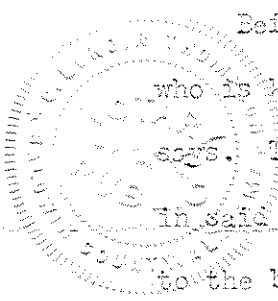
8.

As to Count 11, the said automobile was offered to the holder of the said note and the agent of said holder refused to deliver to me a receipt for the said automobile, whereupon I refused to deliver the said automobile without the receipt requested.


Defendant

STATE OF ALABAMA

BALDWIN COUNTY



Before me the undersigned authority, personally appeared S. W. Jacobs who is known to me and who after being by me first duly and legally sworn says. That he has read the foregoing answers to the interrogatories filed in said cause and that said answer are true and correct statements of facts to the best of his knowledge, information and belief.

S. W. Jacobs
Sworn to and subscribed before me on this the 8th day of July, 1954.

Charles H. Thompson
Notary Public, Baldwin County, Alabama.

M 2262

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

ATLAS FINANCE CO., INC, Doing business
as ATLAS AUTO FINANCE CO.,

PLAINTIFF,

VS

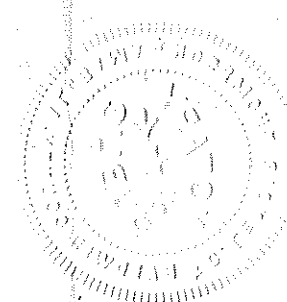
S. W. JACOBS,

DEFENDANT.

ANSWER TO INTERROGATORIES

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

FILED
JUL 8 1954
ALICE A. DUCK, Clerk



ATLAS FINANCE CO., INC.,
Doing business as ATLAS
AUTO FINANCE CO.,

Plaintiff,

vs.

S. W. JACOBS,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT:

Comes now the Plaintiff, Atlas Finance Co., Inc., Doing business as Atlas Auto Finance Co., by its attorneys, and Affidavit having been made by Norborne C. Stone as required by law, propounds the following interrogatories to the Defendant, S. W. Jacobs:

1. Please state your full name, age, present address and occupation.

2. Did you execute a Promissory Note in favor of Auto Bargain Center on July 16, 1953, in the amount of \$1579.68, payable in 24 equal consecutive monthly installments of \$65.82, commencing on the 20th day of August, 1953, and on the like day of each month thereafter?

3. If your answer to Interrogatory No. 2 was in the affirmative please state whether or not you executed a conditional sales contract on the same with Auto Bargain Center to secure the payment of the note referred to in Interrogatory No. 2.

4. If your answer to Interrogatory No. 3 was in the affirmative state whether or not the personal property covered by said conditional sales contract was described as a 1952 Chevrolet Two-door Fleetline Automobile, motor No. KAA 67564.

5. If your answer to Interrogatory No. 4 was in the affirmative please state whether or not the collateral of the conditional sales contract was changed from the Chevrolet automobile to a 1951 Ford automobile, motor No. BIMP 126196 at your request and whether or not you subsequently executed a conditional sales contract and note describing the said Ford automobile.

(6) Please state where the 1951 Ford automobile is now located.

(7) Please state whether or not the said Ford automobile is now in your possession or under your control.

(8) If your answer to Interrogatory No. 7 is in the negative please state whether or not you have sold said automobile.

(9) Please state who was in possession of said automobile on the 14th day of May, 1954.

(10) Please state whether or not you have ever delivered the possession of this automobile to any other person, firm or corporation and the name of such person, firm or corporation.

(11) Please state whether or not the note referred to in Interrogatory No. 2 has been paid in full and if you state that it has not please state whether or not said note is now in default or what payments have been made and the amount and date of each said payment.

CHASON & STONE

By: M. Stone

Attorneys for Plaintiff.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, J. Hudson, a Notary Public, in and for said County in said State, personally appeared Norborne C. Stone who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That he is one of the attorneys of record for the Plaintiff in the above styled cause and that if the foregoing Interrogatories propounded to the Defendant therein are truly answered that the answers thereto will be material evidence in said cause.

Norborne C. Stone
Norborne C. Stone

Sworn to and subscribed before me this 18th day of May, 1954.

J. Hudson
Notary Public, Baldwin County, Ala.

May 19, 1954
TAYLOR WILKINS, Sheriff

Received _____ day of _____ 19____
and on 19 day of May 1954
I served a copy of the within _____
on _____
By service on S. W. Jacobs
TAYLOR WILKINS, Sheriff
By T. H. McCall
D.S.

ATLAS FINANCE CO, INC., Doing
business as ATLAS AUTO FINANCE
CO.,

Plaintiff,

vs.

S. W. JACOBS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

INTERROGATORIES PROPOUNDED BY
PLAINTIFF TO DEFENDANT.

FILED

MAY 18 1954

ALABAMA LAW OFFICES

CHASON & STONE
BAY MINETTE, ALABAMA

ATLAS FINANCE CO., INC.,
Doing Business as ATLAS
AUTO FINANCE CO.,

PLAINTIFF,

VS

S. W. JACOBS,

DEFENDANT.

§

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Defendant and moves to strike the interrogatories filed in the abovestyled cause and as grounds for said motion shows unto this Honorable Court as follows:

1.

That the answer to these interrogatories are as much within the knowledge of the Plaintiff as the Defendant.

2.

That the interrogatories are too general in nature to be answered intelligently.

3.

To require the Defendant to answer propounded interrogatories would be to require him to disclose the names of his witnesses and the evidence he expects to present in this case.

4.

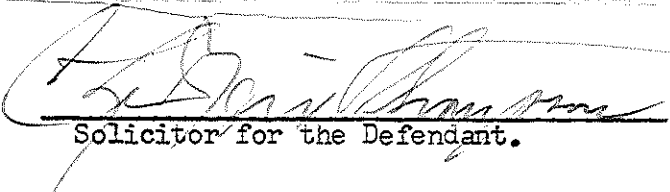
This is a fishing expedition.

5.

By reasonable inquiry and diligence the Plaintiff could ascertain the answers to these interrogatories without propounding them to the Defendant.

6.

The answers to these interrogatories are irrelevant, incompetent and immaterial evidence.


Solicitor for the Defendant.

2262

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

ATLAS FINANCE CO., INC.,
Doing business as ATLAS AUTO
FINANCE CO.,

PLAINTIFF,

VS

S. W. JACOBS,

DEFENDANT.

Motion to strike Interrogatories

FILED
JUN 9 1954
ALICE J. DUCK, Clerk

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

ATLAS FINANCE CO., INC.,
Doing business as ATLAS
AUTO FINANCE CO.,

Plaintiff,

vs.

S. W. JACOBS,

Defendant.

I

I

I

I

I

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes now the Plaintiff in the above styled cause and demurs to Pleas numbered 3., 4., and 5., heretofore filed by the Defendant and assigns the following separate and several grounds in support thereof:

1. That said Pleas are immaterial.
2. That said Pleas are vague, indefinite and uncertain.
3. For aught that appears from the allegations of Plea 3. the note referred to only provided interest from maturity.
4. For that the Defendant fails to allege in Plea 3. in what respect the note sued upon is usurious.
5. That the allegations of Pleas 3. and 4. that the note sued upon is usurious is but a conclusion of the Pleader.
6. That Plea 4. fails to state a defense to the Complaint or to either count thereof.
7. For that the allegations of Plea 5. are vague, indefinite and uncertain.
8. For that Plea 5. fails to allege in what the Plaintiff was indebted to the Defendant.
9. That Plea 5. fails to state a defense to this cause of action.

FILED

9-8-54

ALICE J. DICK, Clerk

Respectfully submitted,

CHASON & STONE

By:

Melvin C. Stone
Attorneys for Plaintiff.

AMENDED ANSWER TO COUNT ONE OF SAID COMPLAINT

ATLAS FINANCE COMPANY, INC.,
Doing Business as ATLAS AUTO
FINANCE COMPANY,

PLAINTIFF,

VS

S. W. JACOBS,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Defendant, S. W. Jacobs, and for answer to Count One, saith: That he is the Defendant in the cause of Atlas Finance Company, Inc., d/b/a Atlas Auto Finance Company vs S. W. Jacobs now pending in the Circuit Court of Baldwin County; that no issue is now joining between the parties in said action; that he, the said Defendant, does not claim title to the property sued for and that before the commencement of this action offered the said property to the Agent of Atlas Finance Company, Inc., d/b/a Atlas Auto Finance Company before the commencement of this action; that the said property described is presently situate on the property owned by Lecy Jacobs, who is not a party to this suit; and the said Defendant has not exercised any ownership of said chattel since the offer to deliver herein referred too.

S. W. Jacobs
Defendant

Sworn to and subscribed before me on
this the 10 day of September, 1954.

[Signature]
Notary Public, Baldwin County, Ala.

FILED

9-11-54

ALICE I. DUCK, Clerk

2262
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

ATLAS FINANCE COMPANY, INC.,
Doing Business as ATLAS AUTO
FINANCE COMPANY,

PLAINTIFF,

VS

S. W. JACOBS,

DEFENDANT.

Disclaimer

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

FILED

9-11-54

ALICE J. DUCK, Clerk

ATLAS FINANCE COMPANY, INC.,
Doing Business as ATLAS AUTO
FINANCE COMPANY,

PLAINTIFF,

VS

S. W. JACOBS,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

Comes the Defendant and amends his answer heretofore filed in said cause to read as follows:

1.

As to Count One of said complaint the said automobile sued for in said Count was offered to the Agent of Atlas Finance Company, Inc., d/b/a Atlas Auto Finance Company before the commencement of this action, and the said Agent of the said Finance Company refused to deliver to the Defendant herein a receipt for the said automobile described in said Count one, whereupon the said automobile was withheld by the said defendant pending the delivery to the said Defendant by the said Plaintiff herein or its duly authorized agent of a receipt for said automobile.

2.

Defendant in answer to Count Two of said complaint saith, that the said note upon which the action is founded, is usurious and void for the interest thereon, in that the said balance due was shown on the bill of sale to be \$1100.00 as principal and the interest thereon was shown to be \$479.68.

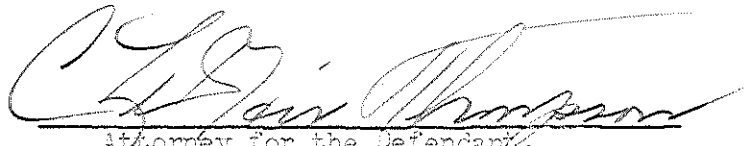
3.

The Defendant, for answer to Count Two of said Complaint, says that he tendered to the Plaintiff said chattels sued for, before this action was commenced, and that he has always been ready and willing to deliver said chattels to said Plaintiff, and further that he is ready and willing to deliver to said Plaintiff the monies due the said Plaintiff under the contract less the usurious charges thereon, amounting to \$479.68, which money being due as a final and complete payment is in the amount of Seven Hundred Five & 08/100 (\$705.08) Dollars, which the said Defendant brings into court.

4.

And further the Defendant, as a defense to Count Two of said complaint says that at the time said action was commenced the Plaintiff was indebted

to him in the sum of Four Hundred Seventy Nine & 68/100 (\$479.68) Dollars,
an unliquidated demand which he hereby offers to set off against the demand
of the Plaintiff.


Attorney for the Defendant.

FILED

9-11-54

ALICE J. DUCK, Clerk

ATLAS FINANCE CO., INC.,
Doing business as ATLAS
AUTO FINANCE CO.,

PLAINTIFF,

VS

S. W. JACOBS,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Defendant and for answer to Count One of said complaint pleads:

1.

Non detinet.

2.

For answer to Count Two denies the allegations separately and severally to said Count Two.

3.

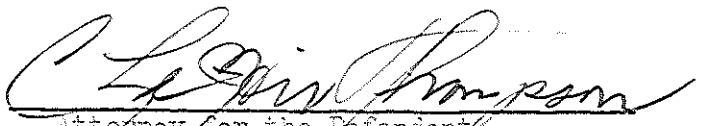
The Defendant in further answer to the complaint, saith that the said note, upon which the action is founded, is usurious and void for the interest thereon.

4.

The Defendant, for answer to said complaint, separately and severally says that he tendered to the Plaintiff said chattels sued for, before this action was commenced, and that he has always been ready and willing to deliver said chattels to said Plaintiff, and further that he is ready and willing to deliver to said Plaintiff the monies due the said Plaintiff under the contract less the usurious charges thereon, which money being due as a final and complete payment is in the amount of Seven Hundred Five and 08/100 (\$705.08) Dollars, which the said Defendant brings into court.

5.

And further the Defendant, as a defense to the action of the Plaintiff says that at the time said action was commenced the Plaintiff was indebted to him in the sum of Four Hundred Seventy Nine and 68/100 (\$479.68) Dollars, an unliquidated demand which he hereby offers to set off against the demand of the Plaintiff.

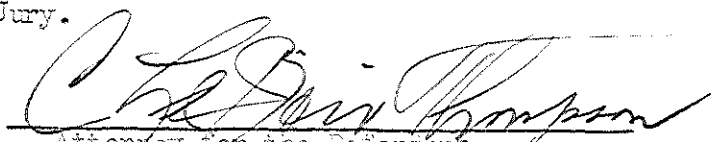

Attorney for the Defendant

Defendant demands a trial by Jury.

FILED

6-8-54

ALICE J. DUCK, Clerk


Attorney for the Defendant.

2262

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

ATLAS FINANCE CO., INC., Doing
business as ATLAS AUTO FINANCE
COMPANY,

PLAINTIFF,

VS

S. W. JACOBS,

DEFENDANT.

Answer.

FILED

JUN 8 1954

ALICE J. DUCK, Register

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

ATLAS FINANCE CO., INC.,
Doing business as ATLAS
AUTO FINANCE CO.,

Plaintiff,

vs.

S. W. JACOBS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE:

The Plaintiff claims of the Defendant the following described personal property, viz:

One (1) 1951 Model Ford Two-door Custom Automobile,
motor No. BIMP 126196,

with the value of the hire or the use thereof during the detention,
viz: from the 20th day of February, 1954.

COUNT TWO:

The Plaintiff claims of the Defendant One Thousand One Hundred Eighty-four and 76/100 Dollars (\$1184.76) due by Promissory Note made by him on the 16th day of July, 1953, and payable on the 20th day of February, 1954, with interest thereon at the rate of Eight Percent (8%) per annum.

The Plaintiff further alleges that in and by the terms of the said Note the Defendant agreed to pay all expenses of collection, including Fifteen Percent (15%) Attorney's fee if placed in the hands of an Attorney for collection, after maturity, and the Plaintiff does hereby claim the benefit of said provision and claims of the Defendant the additional sum of One Hundred Seventy-seven Dollars (\$177.00) as such Attorney's fee.

FILED

5-18-54

ALICE J. DUCK, Clerk

CHASON & STONE

By:

Malcolm S. Stone
Attorneys for Plaintiff.

TAYLOR WILKINS, Sheriff

Received 19 day of May 1954
and on 19 day of May 1954
I served a copy of the within 8
on _____
By service on J. W. Jacobs
TAYLOR WILKINS, Sheriff
By Taylor Wilkins

ATLAS FINANCE CO., INC., Doing
business as ATLAS AUTO FINANCE
CO.,

Plaintiff,

vs.

S. W. JACOBS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT

FILED
MAY 18 1954
ALICE J. DUCK, Clerk

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

The State of Alabama,
Baldwin County.

}

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon S. W. Jacobs

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 _____

S. W. Jacobs

_____, Defendant

by Atlas Finance Co., Inc. d/b/a Atlas Auto Finance Co.,

_____, Plaintiff

Sheriff

Sheriff

Sheriff

001 PAGE 385