

ANSWER AS 1ST AMENDED

TIME DISCOUNT CORP., a Corpor-
ation, as assignee of ERUCE DUDLEY,
d/b/a ALABAMA MOTORS,

Plaintiff

vs

J. B. HEATHCOCK

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

Comes the Defendant and refiles his answer as amended herein to each count of said complaint and separately and severally shows unto this Honorable Court as follows:

1.

He denies the allegations thereof as to each count, which are unnumbered, separately and severally.

2.

The Defendant for answer to the said complaint, saith that he has paid the debt ~~for the recovery of which this suit was brought~~, before the action was commenced.

3.

Defendant 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 Four Hundred Ninety Five & 00/100 (\$495.00) Dollars, as principal and the interest thereon was shown to be One Hundred Ninety Six & 56/100 (\$196.56) Dollars.

FILED

Mar 11 1955

ALICE J. DUCK, Clerk

John P. Phipps
Attorney for the Defendant.

find for the
defendant
Herman Tau

2209

TIME DISCOUNT CORP., a Corporation,
as assignee of ERUCE DUDLEY, d/b/a
ALABAMA MOTORS,

Plaintiff

vs

J. E. HEATHCOCK

Defendant

ANSWER AS LAST AMENDED

FILED

MAR 1 1955

ALICE J. DUCK, Clerk

From the law offices of
C. LeRoy Thompson
Attorney-At-Law
Bay Minette, Alabama

TIME DISCOUNT CORPORATION, A
Corporation, as assignee of
Bruce Dudley, doing business as
Alabama Motors,

Plaintiff,

VS.

J. E. HEATHCOCK,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

MOTION TO STRIKE

Now comes the Plaintiff in the above styled cause, appearing specially only for the purpose of filing this motion, and moves the Court to strike pleas numbered three, four and five heretofore filed in said cause and as grounds for said motion assigns the following:

1. The said pleas are pleas of setoff and were not served upon the Plaintiff or the Plaintiff's attorney of record in the same manner that copies of complaints are now served, as required by Section 359, Title 7 of the 1940 Code of Alabama.

FILED
Aug. 30, 1954
ALICE J. DUCK, Clerk

H/ Joseph M. Hackman

James R. Q.

Attorneys for Plaintiff

[illegible]

FILED

$$\begin{aligned} \frac{1}{\Gamma(\alpha)} \int_0^t (t-s)^{\alpha-1} m(s) f(s) ds &= m(t) f(t) - \int_0^t m(s) f'(s) ds \\ &= m(t) f(t) - \int_0^t m(s) f(s) \frac{1}{s^{\alpha-1}} \frac{d}{ds} s^{\alpha-1} ds \\ &= m(t) f(t) - \int_0^t m(s) f(s) \frac{1}{s^{\alpha-1}} \frac{d}{ds} s^{\alpha-1} ds \end{aligned}$$

Figure 6. The effect of the initial concentration of the monomer on the polymerization of **1**. Polymerization conditions: [AIBN] = 0.01 mol/L; [M] = 0.01–0.1 mol/L; [H₂O] = 0.01 mol/L; [DMSO] = 0.09 mol/L; T = 70 °C; t = 2 h.

[illegible]

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

1. The first step is to identify the key components of the system. This includes understanding the hardware, software, and data involved.

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Handwritten notes and signatures, including a signature at the bottom right.

AUG 3 6 1954

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TIME DISCOUNT CORP., a
corporation, as assignee of
BRUCE DUDLEY, d/c/a
ALABAMA MOTORS,

Plaintiff,

-vs-

J. E. HEATHCOCK,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Defendant in the above styled cause and for demurrer to said Complaint says separately and severally:

1.

From aught that appears, there was no legal consideration for said debt.

2.

From aught that appears, there was a failure of consideration for said debt.

3.

It affirmatively appears that there is a misjoinder of causes of action in count 2 of said complaint, in that Attorney's fees sued for in Count 2 relates to count 1 instead of count 2.

4.

It affirmatively appears that the different causes of action alleged in count 2 did not arise out of the same transaction.

5.

It affirmatively appears from said complaint that there is a misjoinder of causes of action in said complaint, in that counts 1 and 2 could not have arisen out of the same transaction, according to the alleged dates.

6.

That said complaint fails to state cause of action.

7.

That said complaint is multifarious.

8.

For aught alleged in said complaint the said instrument sued on was in default at time of assignment thereof.

9.

That for aught alleged in said complaint the original payee obtained said instrument by fraud.

For aught alleged in said complaint said instrument violated the laws of
usury.

[Signature]
Attorney for the Defendant

Defendant demands trial by Jury.

[Signature]
Attorney for the Defendant

FILED

April 7, 1954

ALICE J. DUCK, Clerk

ALABAMA MOTORS,

PLAINTIFF,

VS

J. E. HEATHCOCK,

DEFENDANT.

Demurrers

FILED

APR 7 1954

ALICE L. DUCK, Clerk

C. LeNoir Thompson,
Attorney At Law
Bay Minette, Alabama

TIME DISCOUNT CORP., a corporation, as assignee of
BRUCE DUDLEY, d/b/a ALABAMA
MOTORS,

PLAINTIFF,

VS

J. E. HEATHCOCK,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Defendant and for answer to each count of said complaint separately and severally shows unto this Honorable Court as follows:

1.

He denies the allegations thereof as to each count, which are unnumbered, separately and severally.

2.

The Defendant saith that the said note upon which the action is founded is usurious and void for the interest thereon.

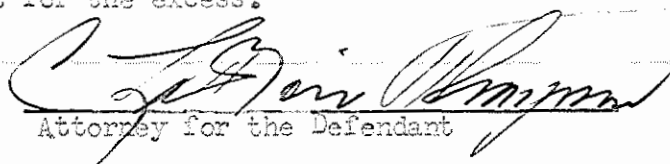
3.

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 One Hundred (\$100.00) Dollars, an unliquidated demand which he hereby offers to set off against the demand of the Plaintiff.

4.

Court
Defendant further shows unto this Honorable Court that Plaintiff's assignee when negotiating the sale of the said automobile subject of this suit, the price of which the Plaintiff seeks to recover falsely and fraudulently in material particulars which are set out, misrepresented the contents of the paper writings signed by the Defendant as evidence of the contract of sale and its several stipulations, in that, said contract was executed by the Defendant in blank, the Defendant relying upon said representations, then and there executed same up the representation as to what the contract would contain; and that upon receiving the goods and discovering the fraud, the Defendant rescinded the contract and returned the goods to the said Bruce Dudley d/b/a Alabama Motors, assignor to the Plaintiff herein, prior to this suit.

Defendant further saith in answer to the complaint that there was a failure of consideration, in that, the consideration of said note sued on was the sale by the said Alabama Motors to the Defendant of a certain automobile, which was sold to the said Defendant with the warranty "to be in good condition", whereas the said automobile was not in good condition and the Defendant notified the said Bruce Dudley d/b/a Alabama Motors, his agent or employer who removed said automobile from the premises of said Defendant at the Defendant's instructions and that the said automobile was not replaced under the contract with the said Bruce Dudley d/b/a Alabama Motors, whereby the said Defendant was put to great trouble, inconvenience and expense in providing temporary transportation replacing the needs for which said automobile had been purchased, all to the damages of the Defendant in the amount of One Thousand (\$1,000.00) Dollars, and Defendant hereby offers to off set against the claim of said Plaintiff, assignee of Bruce Dudley d/b/a Alabama Motors and claims judgment for the excess.

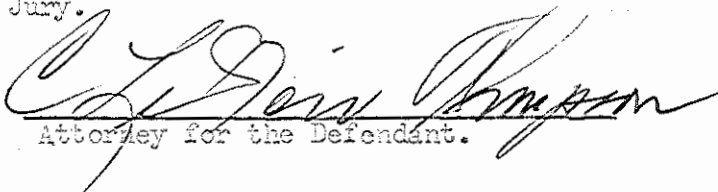

Attorney for the Defendant

Defendant demands a trial by Jury.

FILED

June 16, 1954

ALICE J. DUCK, Clerk


Attorney for the Defendant.

THE DISCOUNT CORP., a corporation,
as assignee of BRUCE DUDLEY, d/b/a
ALABAMA MOTORS,

PLAINTIFF,

VS

J. E. HEATHCOCK,

DEFENDANT.

Answer

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

FILED
JUN 16 1954
ALICE J. DUCK, Clerk

TIME DISCOUNT CORPORATION, A
Corporation, as assignee of
Bruce Dudley, doing business as
Alabama Motors,

Plaintiff,

VS.

J. E. HEATHCOCK,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2209

DEMURRER

Now comes the Plaintiff by its attorneys, and demurs to
pleas 3, 4 and 5 heretofore filed in this cause, separately and
severally and as grounds for said demurrer assigns the following
separately and severally:

1. The said plea does not present a defense to the
Complaint.
2. The said plea raises an immaterial issue.
3. The said plea does not state with certainty the in
debtedness of the Plaintiff to the Defendant.
4. The said plea is uncertain.
5. The said plea is uncertain as to the damages sought
to be set off or recouped.
6. Said plea does not set forth any facts showing fraud
or misrepresentation on the part of the Plaintiff or the Plaintiff's
assignor.
7. Said plea does not set forth any facts which show
the Defendant had the right to rescind the contract.
8. The debt sought to be set off by said plea sounds
damages merely.
9. The said plea does not set forth sufficient facts
advise the Plaintiff what it will be called upon to defend against.
10. The said plea does not set forth facts to show that the
automobile referred to was not in good condition.
11. The allegation in the plea that the automobile was
not in good condition is a mere conclusion of the pleader.

12. Said plea does not allege that Plaintiff was under any obligation to replace the said automobile.

13. It affirmatively appears from said plea that the defendant requested the Plaintiff's assignor to take possession of the said automobile.

FILED

Feb. 23, 1955

ALICE J. DUCK, Clerk

(s) Joseph M. Jackson

John R. O

Attorneys for Plaintiff

DEMURRER

TIME DISCOUNT CORPORATION, A
Corporation, as assignee of
Bruce Dudley, doing business
as Alabama Motors,

Plaintiff,

VS.

J. E. HEATHCOCK,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2209

FILED

FEB 23 1955

TIME DISCOUNT CORP., a
corporation, as assignee of
BRUCE DUDLEY, d/b/a
ALABAMA MOTORS,

Plaintiff,

-vs-

J. E. HEATHCOCK,

Defendant.

: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA
:
: AT LAW
:
:
:
:
: NO. _____

Plaintiff claims of the Defendant the sum of, to-wit, THREE HUNDRED TWENTY-SEVEN AND 59/100 (\$327.59) DOLLARS damages for the breach of a written agreement entered into by the Defendant on the 2nd day of May, 1953, by which he promised to pay to Alabama Motors the sum of Fifty-seven and 63/100 (\$57.63) Dollars each month, commencing on the 6th day of June, 1953, and continuing on the 6th day of each month thereafter until the sum of SIX HUNDRED NINETY-ONE AND 56/100 (\$691.56) DOLLARS had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it by the said Alabama Motors, before default in said written instrument, for which a valuable consideration has been paid.

Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of principal due of, to-wit, SIX HUNDRED FIFTY-TWO AND 59/100 (\$652.59) DOLLARS; that the automobile mentioned therein was seized and sold and that the sum of THREE HUNDRED TWENTY FIVE AND NO/100 (\$325.00) DOLLARS was received for the automobile, which sum the Plaintiff alleges was the reasonable market value of

the automobile at the time of the seizure, and at the time of the sale and that after applying the amount received from the sale of the said automobile to the balance due under the said written instrument, a balance of THREE HUNDRED TWENTY-SEVEN AND 59/100 (\$327.59) DOLLARS remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

Plaintiff claims the additional sum of Sixty-five and 51/100 (\$65.51) Dollars as a reasonable attorney's fee, averring that Sixty-five and 51/100 (\$65.51) Dollars is a reasonable attorney's fee as is provided for in said written instrument.

Joseph M. Hocklander
Attorney for Plaintiff

Defendant's Address:

Brookley, Field,
Alabama
(Machinist)

FILED

3-15-54

ALICE J. BUCK, Clerk

no 2209

10. 11. 1950

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Since Dec. 15
Heathorn.

JURY LIST

Spring Term, March 14, 1955

NO.	NAME	OCCUPATION	ADDRESS
1	Thomas V. Abercrombie, Jr.,	butcher,	Robertsdale
2	Lavigne Berghin,	creamery,	Fairhope
3	J. Carlisle Childress,	merchant,	Foley
4	J. J. Jurkiewicz,	merchant,	Summerdale
5	Joseph L. Lucassen,	auto-dealer,	Foley
6	Irving Kamper,	merchant,	Fairhope
7	Vernon Wheat,	reserve fleet,	Bay Minette
8	Landie L. Langham,	Newport,	Bay Minette
9	Jesse Stewart,	laborer,	Robertsdale
10	Roger Barnhill,	farmer,	Loxley
11	Robert L. Teem,	farmer,	Foley
12	Barnard Laurendino,	laborer,	Foley
13	Edward McDaniel,	farmer,	Robertsdale
14	Robert F. Helton,	carpenter,	Foley
15	David Golden,	merchant,	Foley
16	Edward W. Engel,	farmer,	Summerdale
17	Joseph Kral,	farmer,	Robertsdale
18	Grover McBride,	mechanic,	Foley
19	F. L. Soesbe,	mechanic,	Foley
20	Carl Slaughter,	farmer,	Tensaw
21	Brad Neimier,	merchant,	Fairhope
22	Robert T. Cowles,	laborer,	Fairhope
23	Marshall N. Harris,	farmer,	Foley
24	Charles C. Hand, Jr.,	real estate,	Bay Minette
25	Quilman Cooper,	veteran,	Bon Secour
26	John A. Ebert,	clerk,	Foley
27	Elmer G. Anderson,	contractor,	Fairhope
28	Max Griffin,	oil distributor,	Foley
29	George Hertel,	farmer,	Elberta
30	John E. Flowers,	farmer,	Bon Secour
31	Frank Knowles,	electrician,	Bay Minette
32	J. Hilary Brown,	cobbler,	Bay Minette
33	Martin Simmons,	surveyor,	Bay Minette
34	Herman Tau,	butane work,	Foley
35	Elroy McKenzie, Sr.,	farmer,	Fairhope
36	William Gullledge,	farmer,	Robertsdale
37	Aaron G. Weaver,	merchant,	Bay Minette
38	Arthur Stenzil,	furniture,	Fairhope

37
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13

P XXXXX X

12. XXXXX X

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 2209

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

J. E. Heathcock

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

J. E. Heathcock

Defendant

by

Time Discount Corp. - a corp.

Plaintiff

Witness my hand this

15th

day of

March

19 54

FILED

Alice J. Duck

Clerk

3-15-54

ALICE J. DUCK, Clerk

BOOK 002 PAGE 481

849
No. 2209 Page 308

The State of Alabama
Baldwin County

CIRCUIT COURT

Time Discount Corp.
a. Corp. as Assignee
Plaintiffs

vs.

J. E. Heathcock
Defendants

Summons and Complaint

Filed 3-15 1954

W. H. Halcombe Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Mar 15 1954

W. H. Halcombe Sheriff

I have executed this summons

this 3-19 1954

by leaving a copy with

J. E. Heathcock

W. H. Halcombe Sheriff

R. H. Matthews Deputy Sheriff