UNIVERSAL C.I.T. CREDIT CORPORATION,
a Corporation
Plaintiff

-vs-

WAYNE R. HUGGINS,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

2531

COMPLAINT

COUNT ONE: The Plaintiff claims of the Defendant the sum of Nine Hundred Eighty-eight and 50/100 Dollars ($988.50) with interest thereon at the rate of 6% per annum from, to-wit, the 17th day of January, 1955, damages for breach of an agreement entered into by him on to-wit, the 17th day of January, 1953, by which he promised to pay to Scott Luttrell Motors the sum of Two Thousand Six Hundred Thirty-eight and 96/100 Dollars ($2638.96) by payments of:

$659.74 on 17 July, 1953.
$659.74 on 17 January, 1954.
$659.74 on 17 July, 1954.
$659.74 on 17 January, 1955.

and that the Defendant breached said agreement by failing to pay Nine Hundred Eighty-eight and 50/100 Dollars ($988.50) of said sum which contract has been assigned by Scott Luttrell Motors to the Plaintiff; and as a part of the consideration thereof, the Defendant agreed to pay an attorneys fee for the collection thereof and the Plaintiff hereby claims the further sum of One Hundred Forty-eight and 28/100 Dollars ($148.28) as such attorneys fee.

COUNT TWO: The Plaintiff claims of the Defendant the sum of Nine Hundred Eighty-eight and 50/100 Dollars ($988.50) with interest thereon at the rate of 6% per annum from the 17th day of January, 1955, damages for breach of an agreement entered into by Defendant on to-wit, the 17th day of January, 1953, in substance as follows: Wherein Plaintiff agreed to pay Scott Luttrell Motors the sum of Twenty-six hundred thirty-eight and 96/100 Dollars $2638.96) for: One 1953 4-door DeSoto sedan automobile, and the

Plaintiff says that although Scott Luttrell Motors has complied with all provisions on its part, the Defendant has failed to comply with the following provisions, viz:

The Defendant has failed to pay Nine Hundred Eighty-eight and 50/100 Dollars ($988.50) of the purchase price of Two Thousand Six Hundred Thirty-eight and 96/100 Dollars ($2638/96) and the Plaintiff further alleges that said contract was assigned to the Plaintiff by Scott Luttrell Motors.

RICKARBY & RICKARBY

By: _____

E. G. Rickarby, Jr.,
Attorney for Plaintiff.

We the jury find for the defenda
in this cause.

C. K. Zahn
Foreman

SUMMONS AND COMPLAINT

Moore Printing Co.

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 Wayne R. Huggins

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

Wayne R. Huggins, Defendant

by Universal C.I.T. Credit Corporation, a Corporation, Plaintiff

Witness my hand this 4th day of 19 55

Avis J. Leach, Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Universal C.I.T. Credit Corporation

Plaintiffs

vs.

Wayne R. Huggins

Defendants

RECORDED

SUMMONS and COMPLAINT

Filed ....., 19 .....

FILED

....., Clerk

FEB 4 1955

ALICE J. BUCK, Clerk

Rickarby & Rickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Loxley, Alabama

RECEIVED IN OFFICE

Feb 4, 1955

Taylor Wilkins, Sheriff

I have executed this summons

this 4 Feb, 1955

by leaving a copy with

Wayne R. Huggins

Taylor Wilkins Sheriff

Ellleigh Steadham Deputy Sheriff

ELLIOTT G. RICKARBY
(DECEASED)

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, .

20 January 1955
2 February 1955

Mrs. Alice J. Duck
Clerk Circuit Court
Bay Minette, Ala.

Dear Mrs. Duck:

Re: Universal C.I.T. Credit Corporation
Vs: Wayne R. Huggins

With this we are handing you summons and complaint and deposit for costs in the sum of $15.00 in the above case.

Please process and oblige.

Yours very truly,

E. G. Rickarby, Jr.

R/i
cc: Universal C.I.T.
3080
10 Feb
Enc.

UNIVERSAL C.I.T. CREDIT CORPORATION, a Corporation
Plaintiff

-vs-

WAYNE R. HUGGINS,
Defendant

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABA
AT LAW

PLEA

Comes now the defendant in the above styled cause and for answer to the complaint, hereto filed in said cause, saith that h has paid the debt, for the recovery for which this suit was brought, before the action was commenced.

James A. Hendrix
Attorney for Defendant

The defendant respectfully requests that this cause herein b tried by a jury.

James A. Hendrix
Attorney for Defendant

I hereby certify that on this the 15 day of March, 1955, I have served a copy of the foregoing plea on Honorable E. G. Rickarby, Jr., Attorney for the Plaintiff, by placing a copy in a envelope properly stamped and addressed to him at Fairhope, Alaba and placing the same in the United States mail.

James A. Hendrix
Attorney for Defendant