

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

March 8, 1956

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Trailmobile, Inc.

vs

James E. Baker

Our File: 3471

With this we are enclosing demurrer to defendant's
pleas in the above styled cause.

Yours very truly,



EGR/fm
Encl.

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

December 23, 1955

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

In Re: Trailmobile, Inc.

vs.

James E. Baker

Our File No. 3471

With this, we are handing you summons and complaint in the above mentioned matter. Please process and oblige.

Yours very truly,



EGR/r1
c/e Dupl. Borsch & Murphy
1-7-56

We are enclosing our check for \$15.00 for cost in this matter.

LAW OFFICES
E. G. RICKARBY

BANK BUILDING
FAIRHOPE, ALABAMA
May 2, 1956

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Trailmobile, Inc.
Vs: James E. Baker
Our File: 3471

Enclosed find Replications to be filed in the case of
Trailmobile vs Baker. Please process, and oblige.

Yours very truly,



EGR/ts
Encl. (Dup)
5-12-56
cc: Mr. John Chason
Bay Minette, Alabama

TRAILMOBILE, INC.,
A Corporation,

Plaintiff,

vs.

JAMES E. BAKER,

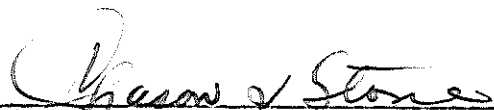
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Comes now the Defendant in the above styled cause and demurs the Plaintiff's Replication number two, filed by the Plaintiff in said cause and assigns the following separate and several grounds viz:

1. That said Replication does not state a defense to the Defendant's pleas.
2. That said Replication is vague and indefinite.
3. That the agreement between the Plaintiff and the Defendant is only partially set up in such Replication.
4. That said Replication fails to state when the Defendant surrendered the property to the Plaintiff.
5. That said Replication fails to state when and where the property was offered for sale at public auction.
6. That said Replication fails to state what notice of the sale was given by the Plaintiff.
7. That said Replication fails to state the length of time that the notice was given prior to the sale.


Attorneys for the Defendant

TRAILMOBILE, INC.,
A Corporation,
Plaintiff

-vs-

JAMES E. BAKER,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

R E P L I C A T I O N S

Comes the Plaintiff and offers the following separate and several replications to plea "Three" of the Defendant:

1. The Plaintiff joins issue on said plea.

2. When Defendant surrendered the Van to Plaintiff, there was an agreement between Plaintiff and Defendant signed by Defendant on, to-wit, the 31st day of December, 1954, under which Defendant agreed ".... or if we should fail to make any of the payments herein provided or fail to perform any or all of the other provisions hereof, either in the manner or within the time herein specified, or both, then in any one or more or all of such cases, and without any demand or notice whatsoever to us, and without any writing or other formality or particular act or conduct being required of you at any time or at all, other than those specifically required by law and which under the law cannot be waived by us, you may in your sole discretion and at your option: Declare all unpaid amounts immediately due and payable and sue therefor; or retake immediate possession of said equipment, remove the same to your address shown above, or to such other place as you may deem most safe and convenient, and resell the same at such place of removal at private or public sale with or without the said equipment being present (at which sale you or your assigns may be purchaser), and after deducting all lawful expenses (including but not limited to expenses of retaking, repairing, holding and reselling said equipment, together with reasonable attorneys' fees and court costs incurred therein, or such of these as are permitted by law), credit the net proceeds thereof to the unpaid balance due under this agreement, and we agree to pay you or your assigns as liquidated damages any difference or deficiency remaining due hereunder after such sale is completed...."; and Plaintiff further shows that under said agreement and strictly in accordance with its terms, the Plaintiff accepted surrender of said

equipment and offered same for sale at public auction for cash to the highest bidder, after giving notice , and sent special notice to the Defendant in words and figures as follows:

"

August 22, 1955

Mr. James E. Baker
Loxley, Alabama

Dear Mr. Baker:

Under the terms of the Contract, which you executed in favor of Trailmobile Inc., we wish to advise that we are holding possession of Kentucky serial number U 350-1127.

Payments on the Note and Contract covered by the above trailer are now delinquent since April, 1955.

Therefore, under the terms of the Contract, we wish to advise that it will be necessary for you to pay us cash in hand by September 6, 1955, the balance of \$4,208.67 owing, less insurance rebate of \$544.86 and finance rebate of \$250.99, or a net amount of \$3,412.82.

If you should fail to make this payment, then the trailer will be sold at auction at the office of the Birmingham Branch of Trailmobile Inc., at 2721 Fifth Ave., S., on September 6, 1955, at 10:00 A.M. Trailmobile Inc. will bid \$1,596.00 and the trailer will be sold for this amount or for any greater amount which may be offered by any other bidder.

Immediately thereafter, steps will be taken to enforce collection of the deficiency which may result from the difference between the amount owing mentioned above and the amount realized from the sale of the trailer.

Sincerely yours

N. G. Backhus
Legal Department

GL:ls
Registered

"

and, the best and highest bid, therefore, was a bid of \$1,596.00.

RICKARBY AND RICKARBY

BY: 
E. G. RICKARBY, JR.,
Attorney for the Plaintiff.

FILED
MAY 4 1956
ALICE J. DUCK, Clerk

TRAILMOBILE, INC.,
A Corporation

Plaintiff,

vs.

JAMES E. BAKER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

DEMURRER

Comes the Plaintiff in the above styled cause and offers the following separate and several demurrers to Plea Three, filed by the Defendant, and for grounds for said demurrers says:

One

That said plea does not show that there was an agreement by the Plaintiff to accept the repossessed article in full satisfaction of said debt.

Two

That said plea does not show that there was any obligation on the part of the Plaintiff to accept the repossessed vehicle at its reasonable market value.

RICKARBY AND RICKARBY

By


E. G. RICKARBY, Jr.
Attorney for Plaintiff

TRAILMOBILE, INC.,
A Corporation

Plaintiff,

vs.

JAMES E. BAKER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

DEMURRER

Comes the Plaintiff in the above styled cause and
offers the following separate and several demurrers to Plea
Three, filed by the Defendant, and for grounds for said demurrers
says:

One

That said plea does not show that there was an agreement
by the Plaintiff to accept the repossessed article in full satis-
faction of said debt.

Two

That said plea does not show that there was any obligation
on the part of the Plaintiff to accept the repossessed vehicle at
its reasonable market value.

RICKARBY AND RICKARBY

By


E. G. RICKARBY, Jr.
Attorney for Plaintiff

TRAILMOBILE, INC.,
A Corporation,

Plaintiff,

vs.

JAMES E. BAKER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

Comes the Defendant in the above styled cause and for plea to the complaint filed in said cause says:

One


That the allegations of the complaint are untrue.

Two

The Defendant says that he paid the debt for the recovery of which this suit was brought, before the action was commenced.

Three

The Defendant says that the note sued upon was given by him for the balance of the purchase price of a 1949 Kentucky tandem Van, serial #U350-1127. The purchase was made on December 31, 1954. The sale price of such van was Four Thousand Dollars. The interest at six percent for twenty four months was Four Hundred Ninety Two Dollars, the comprehensive insurance for twenty four months was Three Hundred Eighty Four Dollars and Sixty Cents and the collision insurance was Five Hundred and Fifty Two Dollars. The Defendant paid Eight Hundred Dollars cash to apply upon the purchase price and made three monthly payments of One Hundred and Ninety Two Dollars each for a total of Five Hundred Seventy Six Dollars or a total of One Thousand Three Hundred and Seventy Six Dollars paid by the Defendant to the Plaintiff for such van. The above mentioned note being in default on August 3, 1955, approximately seven months after the date the Defendant acquired title to such property, the Defendant surrendered such van to an agent of the Plaintiff. At the time of surrendering such property its reasonable market value was in excess of the amount due by the Defendant to the Plaintiff, wherefore the Defendant was fully discharged of any obligation to the Plaintiff, by the delivery of the van to the agent for the Plaintiff.


Attorneys for Defendant

TRAILMOBILE, INC.,
A Corporation,

Plaintiff,

vs.


JAMES E. BAKER,

Defendant.

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

Comes the Defendant and demurs to the Complaint filed in
said cause and assigns the following separate and several grounds,
viz:

1. Said Complaint does not state a cause of action.
2. That said Complaint recites that the Defendant has
waived his right to claim personal property as exempt to him, but
said Complaint fails to claim the benefit of such waiver.
3. That said Complaint does not allege that the Defendant
agreed to pay a reasonable attorney's fee for the collection of the
debt evidenced by said note, nor does it state that any percentage
of such debt could be charged as such fee.
4. For aught that appears from said Complaint, the Plain-
tiff is claiming an attorney's fee in an amount which is in excess of
what the Defendant agreed to pay for the collection of said debt.


Attorneys for Defendant.

Defendant demands trial of
this cause by jury.


Attorneys for Defendant.

TRAILMOBILE, INC.,
A Corporation,

Plaintiff

-vs-

JAMES E. BAKER,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

C O M P L A I N T

COUNT ONE.

The Plaintiff claims of the Defendant, ONE THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND EIGHTY TWO SENTS (\$1816.82), due by promissory note made by him on to-wit, the 31st day of December, 1954, and payable on, to-wit, the 14th day of April, 1955, and the Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay an attorneys fee for the collection thereof and the Plaintiff hereby claims the further sum of TWO HUNDRED AND SEVENTY TWO DOLLARS AND FIFTY TWO CENTS (\$272.52), as such attorneys fee.

RICKARBY AND RICKARBY

BY:

E. G. Rickarby, Jr.

Attorney for the Plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. 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 JAMES E. BAKER

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 _____

JAMES E. BAKER

_____, Defendant...

by _____

TRAILMOBILE, INC., A Corporation

_____, Plaintiff...

Witness my hand this

27

day of

dec

1955

Arice J. - Clerk

Clerk