

C. CLIFF BECK, doing business  
as HOME FINANCE,

PLAINTIFF

VS:

JOHN KAISER,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 2853

INTERROGATORIES

Now comes the plaintiff in the above styled cause and desiring testimony of the defendant propounds the following interrogatories to the defendant under the provisions of Title 7, Section 477-8 of the Code of Alabama, 1940, the answers to which will be material evidence for the plaintiff on the trial of said cause.

1. Please state your full name, age, address and occupation.
2. On or about November 27, 1953, did you not execute a note to Home Finance in the amount of \$1,740.00, which was due and payable in four monthly installments of \$185.00 each and one monthly installment of \$1,000.00, starting January 2, 1954, and the 2nd day of each consecutive month thereafter, until full amount is paid?
3. At the time you executed this note, did you not receive \$1,500.00 in cash from the plaintiff?
4. At that time (November 27, 1953) were you not in a serious financial condition?
5. Did you not owe tens of thousands of dollars in Federal Tax Liens, which was a lien on all of your property?
6. Did you not have all of your real and personal property mortgaged?
7. Were you not heavily in debt to open account creditors?
8. If so, were not these open account creditors threatening to file suit?
9. Did not the plaintiff state that due to your financial condition, he could not insure your life to pay the loan in the event

of your death?

10. After much pleading by you with the plaintiff, did he not agree to base this loan partially as a moral risk?

11. Did you not come to the plaintiff's office and request money of your own free will?

12. Was it not fully explained to you that in order to obtain \$1,500.00 cash, that you would be required to execute a note in the amount of \$1,740.00?

13. Did you voice any objection to the service charge requested?

14. Did you voluntarily execute such a note?

15. What was given as security for said money?

16. Did you meet your obligation of \$185.00 on or before the 2nd day of January, 1954?

17. Did you ever make a cash payment on said note?

18. If so, how much?

19. Wasn't this money all due and payable on or before May 2, 1954?

20. Did not the plaintiff state that the two automobiles given as security were not sufficient security for this money?

21. What was the reasonable value of these two automobiles on November 27, 1953, when you obtained \$1,500.00 cash money?

22. On or about September 9, 1954, did not the plaintiff send his legal representative to your farm east of Elberta, Alabama, to secure the delivery of these two automobiles, which were given as security on the chattel mortgage on which you had defaulted?

23. Is it not true that you begged the plaintiff over the telephone to permit you and your brother, Mike Kaiser, Jr., to keep the two automobiles?

24. Wasn't this request granted?

25. Nine months later, on or about June 1, 1955, did you deliver the two automobiles to Foley and park them near the plaintiff's office?

26. Were these automobiles able to operate under their own power?

27. Was not the automatic transmission in bad condition on both automobiles?

28. What was the cash value of these two automobiles two years later when you delivered them to the plaintiff?

29. Were you not advised by letter dated July 11, 1955, that three leading automobile dealers had appraised the automobiles in question?

30. Were you not informed of these valuations?

31. Did the plaintiff advertise these two automobiles for sale in the local newspaper prior to sale?

32. Did you not receive a letter during the month of July, 1955 from the plaintiff, which stated in part "To avoid any unpleasantness and as a last effort to continue to give you the advantages we have extended you for the past two years, we will accept \$1500.00 cash and return the two cars to you "as is where is". Remember you walked out of our office with the cash requested and I believed that it was your intention to repay the amount in full."

33. Did you not receive a letter from the plaintiff dated January 16, 1956, which was prior to this suit, offering to accept \$1,000, if paid by January 20, 1956?

34. On June 1, 1955, did you not deliver to the plaintiff a check in the amount of \$200.00 which was returned marked "insufficient funds"?

35. Did you not know that you had insufficient funds in the bank at the time the check was given?

36. Since as late as July, 1955, before the automobiles were

sold, the plaintiff agreed to accept \$1,500.00 cash and return the two automobiles, did he request more than the original amount received by you?

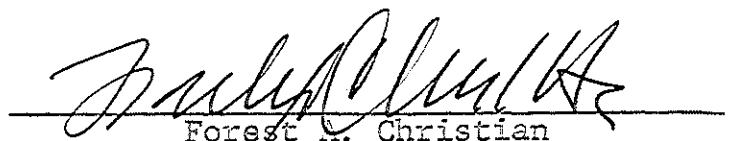
37. Does the plaintiff in the present case ask for more than the original amount received by you?

  
Attorney for Plaintiff

THE STATE OF ALABAMA, )

BALDWIN COUNTY. )

Personally appeared before me, the undersigned Notary Public in and for said State and County, Forest A. Christian, who after being by me first duly and legally sworn deposes and says that he is the attorney for the plaintiff in the above entitled cause, and if the foregoing interrogatories are truthfully and correctly answered that they will be material evidence for the defendant in the trial of said cause.

  
Forest A. Christian

Sworn to and subscribed before me

this the 2nd day of March, 1957.

  
Notary Public, Baldwin County, Ala.

Copy 285-3 133

C. Cliff Beck  
vs.

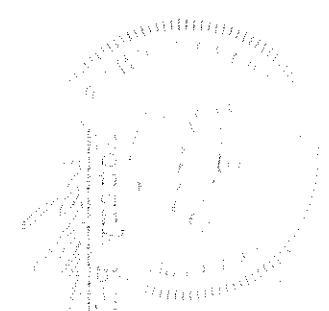
John H. Haiser

EXECUTED  
This 6<sup>th</sup> day of March, 1957  
by serving a copy of the within on  
Howell & Johnston by service  
of H. B. BRIDGES, Sheriff  
By A. T. Larsen D.S.

The Sheriff claims  
miles at 10c per mile for  
a total of \$ .10  
Ray Bridges, Sheriff  
Mobile County, Alabama

to be served  
on  
Howell &  
Johnston

FILED  
MAR 4 1957  
MAICE J. DUCK, Clerk



C. CLIFF BECK, doing business  
as HOME FINANCE,

Plaintiff.

-vs-

JOHN KAISER,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 2853

MOTION TO REQUIRE ANSWERS TO INTERROGATORIES

Now comes the defendant, John Kaiser, in the above styled cause and represents and shows unto this Honorable Court that under the law made and provided he did propound interrogatories to the plaintiff in this cause and that same were duly served on the plaintiff in this cause and that more than sixty days have elapsed since the service of said interrogatories on the plaintiff and the plaintiff has failed and refused to answer said interrogatories.

Wherefore defendant prays that this Honorable Court will enter an order requiring the plaintiff to answer said interrogatories on or before a date certain to be fixed by this Honorable Court or suffer judgment of non-suit for failing to do so. Defendant prays for such other, further or different relief as in the premises he may be entitled.

Harold J. Robinson  
ATTORNEYS FOR DEFENDANT.

C. CLIFF BECK, doing business  
as HOME FINANCE,

Plaintiff,

VS

JOHN KAISER,

Defendant.

\* IN THE CIRCUIT COURT OF  
\* BALDWIN COUNTY, ALABAMA.  
\* AT LAW.  
\* NO. 2853  
\*  
\*

Now comes the defendant in the above styled cause and desiring testimony of the plaintiff propounds the following interrogatories to the plaintiff under the provisions of Title 7, Section 477-78 of the 1940 Code of the State of Alabama, the answers to which will be material evidence for the defendant on the trial of said cause.

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

2. Please state whether or not contemporaneously with the giving of the note described in the bill of complaint the defendant also executed to you a chattel mortgage on two motor vehicles.

3. If answer to preceding interrogatory is in the affirmative, please describe specifically and in detail the two vehicles upon which the mortgage was given, giving make, year, model, motor number, and serial number.

4. Please attach to your answers to interrogatories a true and correct copy of the said note which is the foundation of this suit.

5. Please attach to your answers to interrogatories a true and correct copy of the said chattel mortgage which was given at the same time of said note or set out in detail specifically all of the terms of said chattel mortgage.

6. Please state specifically and in detail the exact amount of cash which was delivered to the defendant by you in consideration of the note which is the foundation of this suit.

7. Please state whether or not you took out or had defendant take out any insurance on the two vehicles described in said chattel mortgage.

8. If answer to preceding interrogatory is yes, please state specifically the name of the company which insured each of said vehicles, the length or term of the policy of insurance, the coverage of the insurance, and the amount of premium which was paid for insurance on each of the said vehicles and the date it was paid and to whom it was paid.

9. Please state specifically and in detail whether or not you repossessed the two vehicles described in said chattel mortgage from the plaintiff, (the term repossessed as used herein to mean either the defendant delivered said vehicles to you or you re-took said vehicles from the defendant.)

10. If answer to preceding interrogatory is in the affirmative, please state whether or not the repossession of the two said vehicles described in said chattel mortgage was accomplished by delivery of the defendant to you of said vehicles or by your affirmative ~~for~~ taking possession of said vehicles.

11. Please state whether or not you attempted to resell the two said vehicles after re-possessing them, and outline in detail what efforts were made by you to sell said vehicles, and when said efforts were made.

12. Please state specifically the date that you repossessed the said two vehicles described in the said mortgage.

13. Please state whether or not you did in fact resell the said vehicles described in chattel mortgage hereinabove referred to.

14. If answer to the preceding interrogatory is in the affirmative, please state to whom the said vehicles were sold, the date said vehicles were sold and the amount you received for each.

15. If said vehicles were resold on time give the total time price of each such vehicle.

16. Please state whether or not you took any of the parts, accessories, tires, or equipment off of these vehicles between the time they were repossessed by you and the time the said vehicles were sold by you.

17. If answer to preceding interrogatory is in the affirmative, please state what if any disposition was made by you for said parts so removed, and describe each item removed from the automobile.



18. Please state specifically and in detail the exact condition of each of said automobiles described in said chattel mortgage on the date you repossessed same.

19. Please state specifically and in detail what date you resold said automobiles described in said chattel mortgage.

20. Please state specifically and in detail what if any uses you made of either or both of the two vehicles described in said chattel mortgage between the date you repossessed same and the date you re-sold same.

21. Please state specifically and in detail what if anything was done with the two automobiles described in said chattel mortgage between the date you repossessed same and the date same were resold.

22. Please state whether or not anyone tampered with the said vehicles between the date you repossessed same and the date you sold same.

23. Please list and state specifically and in detail the name and address of each person from whom you solicited bids on said automobile after you repossessed same.

24. Please state the number of vehicles of the same make, year and model described in said chattel mortgage that you bought and sold during the time from the date you repossessed said automobiles from the plaintiff and the time you resold said automobiles.

25. Please list specifically all payments and the date of each payment which you have received from the defendant on the said note which is described in the bill of complaint.

26. If the said automobile described in the said chattel mortgage had a contract of insurance at the time of a repossession by you, please state whether or not you received from such insurance an amount for the unearned premiums then due on said policy.

27. If answer to preceding interrogatory is in the affirmative, please give the amount of unearned premium, and please state whether or not this amount has been credited to the plaintiff's account.

28. Please itemize in detail all charges including finance charges over and above the cash actually received by the defendant in consideration of said note.

29. If answer to interrogatory 13 is in the negative, please state what credit was given defendant's account on the note which is the foundation of this suit for each of the vehicles repossessed.

30. If answer to interrogatory 13 is in the negative, please specify whether or not you still have said vehicles, and if not where are said vehicles.

31. If answer to interrogatory 13 is in the negative, please specify exactly how you arrived at the credit given the defendant for the two said automobiles.

32. If answer to interrogatory 13 is in the affirmative, please state what amount you credited on the defendant's account on the sale of each of said vehicles.

  
ATTORNEYS FOR DEFENDANT

STATE OF ALABAMA    }  
COUNTY OF MOBILE    )

Personally appeared before me, the undersigned Notary Public in and for said State and County, Irvin J. Langford, who after being by me first duly and legally sworn deposes and says that he is one of the attorneys for the defendant in the above entitled cause, and if the foregoing interrogatories are truthfully and correctly answered, that they will be material evidence for the defendant in the trial of said cause.

Subscribed and sworn to before me on  
this 20th day of March, 1956.

  
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.

C. CLIFF BECK, doing business  
as HOME FINANCE,

Plaintiff,

VS

JOHN KAISER,

Defendant.

\* IN THE CIRCUIT COURT OF  
\* BALDWIN COUNTY, ALABAMA.  
\* AT LAW.  
\* NO. 2853  
\*

Now comes the defendant in the above styled cause and for answer to  
the bill of complaint heretofore filed in said cause assigns the following  
separately and severally to the bill of complaint and says as follows:

1. The defendant for answer to the complaint saith that he is not  
guilty of the matters alleged therein.

2. The defendant for answer to the complaint says that he is not  
indebted.

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

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

5. For further answer to the bill of complaint the defendant shows  
unto the court that the said note was given as additional security for that  
certain chattel mortgage of the same date as the said note on one 1948  
Oldsmobile Convertible automobile and one 1948 Oldsmobile Tudor, and the  
defendant avers that the plaintiff elected to take the 1948 Oldsmobile  
Convertible and the 1949 Oldsmobile Tudor in full settlement of the claim  
which is the foundation of this suit.

6. For further answer to the bill of complaint the defendant says that  
contemporaneously with the execution of said note and for the same considera-  
tion a chattel mortgage was executed on one 1948 Oldsmobile Convertible and  
one 1949 Oldsmobile Tudor Automobile and that the plaintiff in this case has  
elected his remedy in that he elected to repossess the said security in  
full settlement of this claim, rather than to sue on the debt.

  
ATTORNEYS FOR DEFENDANT

The defendant demands a trial by jury.

  
ATTORNEYS FOR DEFENDANT

SUMMONS

THE STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JOHN KAISER, 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, Alabama, at Bay Minette, against JOHN KAISER, by C. CLIFF BECK, doing business as HOME FINANCE.

Witness my hand this the 16<sup>th</sup> day of February, 1956.

Eric J. Smith  
Clerk

[illegible]

COMPLAINT

C. CLIFF BECK, doing business  
as HOME FINANCE,

PLAINTIFF

VS:

JOHN KAISER,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The plaintiff claims of the defendant ONE THOUSAND TWO HUNDRED FIFTY FOUR & 90/100 DOLLARS (\$1,254.90), due by promissory note made by him on the 27th day of November, 1953, and payable on the 2nd day of June, 1954, with interest thereon.

The note provides for a reasonable attorney's fee, which plaintiff alleges to be \$225.00.

James C. Blum  
Attorney for Plaintiffs

Defendant lives at or near  
Elberta, Alabama.

X

No. 2853.

RECORDED

SUMMONS AND COMPLAINT

C. CLIFF BECK, doing business as  
HOME FINANCE,

PLAINTIFF

VS:

JOHN KAISER,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
~~IN EQUITY~~ At Law

FILED

FEB 16 1956

ALICE J. BUCK, *relgk*

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

Received 16 day of Feb 1956  
and on 27 day of Jul 1956  
I served a copy of the within B.C.C.  
on John Kaiser

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By *[Signature]* D. S.

*3 mi E. of Elberta*

Sheriff claims 80  
Ten Cents per mile Total 9.00  
TAYLOR WILKINS, Sheriff  
BY *[Signature]*  
DEPUTY SHERIFF

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA