

TRAILMOBILE, INC.,
A Corporation,

PLAINTIFF

-VS-

NATHAN H. PULLIAM,

DEFENDANT

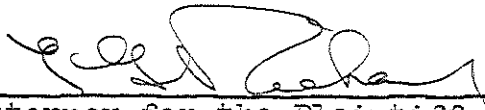
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

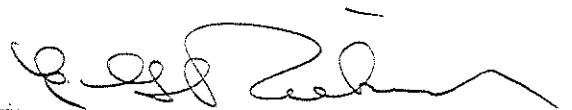
Case No. 2916

Comes the Plaintiff in the above styled cause and shows that:

The letter, a copy thereof is attached hereto, was in the custody, control or power of Nathan H. Pulliam and that said letter contains pertinent evidence to the issue in said cause and moves that an order be issued requiring the Defendant to produce said letter at the trial of said cause.


Attorney for the Plaintiff

I hereby certify that a copy of this instrument was deposited in the Post Office at Fairhope, postage pre-paid on the 6th day of March, 1957, addressed to Mr. Harry Wilters, Bay Minette, Alabama.


Attorney for the Plaintiff

copy
ts

November 14, 1955

REGISTERED

Mr. Nathan H. Pulliam
Route #1
Robertsdale, Alabama

Dear Mr. Pulliam:

Under the terms of the Contracts, which you executed in favor of Trailmobile Inc., we wish to advise that we are holding possession of Trailmobiles serial numbers 81-032-02099 and 81-032-01030.

Payments on the Notes and Contracts covered by the above trailer are now delinquent since May, 1955.

Therefore, under the terms of the contracts, we wish to advise that it will be necessary for you to pay us cash in hand by December 1, 1955, the balance of \$9,592.96, plus \$209.54 on open account charged in from our New Orleans office, less finance rebate of \$564.30, or a net amount of \$9,238.20.

If you should fail to make this payment, then the trailers will be sold at auction on the lot of the Mobile Power Brake Company, Corner of Paper Mill, and Telegraph Road, Prichard, Alabama on November 23, 1955, at 10:00 A.M. Trailmobile Inc. will bid \$3,800 for each of the trailers and the trailers will be sold for these amounts or for any greater amounts 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 amounts owing mentioned above and the amount realized from the sale of the trailers.

Sincerely yours

N. G. Backhus
Legal Department

GL:ls

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

July 18, 1956

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

Dear Mrs. Duck:

Inre: Trailmobile, Inc.
vs.
Nathan H. Pulliam
Case No. 2916
Our File: 3643

With this we are handing you amendment to bill of
complaint in the above styled cause. Please
process and oblige.

Yours very truly,



EGR/fm
Encl. (dup)

cc: Borsch & Murphy
dup.

TRAILMOBILE, INC.,
a Corporation,

PLAINTIFF

VS

NATHAN H. PULLIAM

DEFENDANT

Ø

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IN THE CIRCUIT COURT OF

Ø

BALDWIN COUNTY, ALABAMA,

Ø

AT LAW

Ø

CASE NO. 2916

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PLEAS IN ABATEMENT

Comes now the Defendant in the above styled cause and files this his Plea in Abatement to the Plaintiff's Amended Complaint and to each count thereof separately and severally and for grounds thereof says:

1.

That the Plaintiff fails to allege whether the promissory note sued on is negotiable or non-negotiable and that the Plaintiff is a holder in due course, therefore the Defendant demands the Plaintiff to show the negotiability or non-negotiability of the note and that the Plaintiff is the holder in due course.

2.

The Plaintiff fails to show whether the note sued on is negotiable or non-negotiable, therefore the Defendant demands the Plaintiff to show the negotiability or non-negotiability of the note.

3.

The Plaintiff fails to allege that he is a holder in due course, therefore the Defendant demands the Plaintiff to show that he is the holder in due course of the alleged note.

Wilters & Brantley

BY: 

Attorneys for the Defendant

The Defendant demands a trial by jury.

Wilters & Brantley

BY: 

Attorneys for the Defendant

TRAILMOBILE INC.,
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VS

NATHAN PULLIAM

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 2916

Comes now the Defendant in the above styled cause and for answer
to the Plaintiff's complaint says:

1.

Not guilty.

2.

That he has paid the debt, for the recovery for which this suit was
brought, before the action was commenced.

Walters & Brantley

BY: *[Signature]*
Attorneys for the Defendant

TRAILMOBILE, INC.,
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IN THE CIRCUIT COURT OF

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CASE NO. 2916

Now comes the Defendant in the above styled cause and files the following demurrers to the Plaintiff's Complaint and each and every count thereof separately and severally:

1.

The Plaintiff fails to allege that the amount sued for is due and payable.

2.

For aught appearing the Defendant does not owe the Plaintiff the amount sued for.

3.

The Complaint fails to state a cause of action.

4.

The Plaintiff fails to show that the note sued on is in default.

Wiltors & Brantley

BY:

Robert M Brantley
Attorneys for the Defendant

TRAILMOBILE, INC.,
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IN THE CIRCUIT COURT OF
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-VS-

AT LAW

NATHAN H. PULLIAM,
DEFENDANT

C O M P L A I N T

COUNT I

The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED FOURTEEN DOLLARS AND THIRTY-THREE CENTS (\$714.33), the balance due on promissory note made by Defendant on, to-wit, the 30th day of June, 1954, and payable in five equal and successive monthly payments of TWO HUNDRED SEVENTY-EIGHT DOLLARS (\$278.00) each, and thirty equal and successive monthly payments of ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$178.00) each, and one final payment of ONE HUNDRED SIXTY-EIGHT DOLLARS AND FORTY-EIGHT CENTS (\$168.48), the first of which payments shall be payable on the 14th day of August, 1954. Upon non-payment of any installment at its maturity, all remaining installments shall become due and payable forthwith.

And the Plaintiff alleges that Defendant in said note and as part of the consideration thereof did as to this debt waive his rights of exemption as to personal property granted under the Constitution and laws of the State of Alabama, and agreed to pay a reasonable fee for the attorney for the collection thereof, which the Plaintiff further claims in the sum of ONE HUNDRED AND SEVEN DOLLARS AND FIFTEEN CENTS (\$107.15), together with the interest on both amounts.

COUNT II

The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED AND FOURTEEN DOLLARS AND THIRTY-THREE CENTS (\$714.33), balance due on promissory note made by Defendant on, to-wit, the 12th day of July, 1954, and payable in five equal successive monthly payments of TWO HUNDRED AND SEVENTY-EIGHT DOLLARS (\$278.00) each, and thirty equal successive monthly payments of ONE HUNDRED AND SEVENTY-EIGHT DOLLARS (\$178.00) each, and one final payment of ONE HUNDRED AND SIXTY-EIGHT DOLLARS AND FORTY-EIGHT CENTS (\$168.48), the first of which payments shall be payable on the 25th day of August, 1954.

On the non-payment of any installment at its maturity, all remaining installments shall become due and payable forthwith.

And the Plaintiff alleges that Defendant in said note and as part of the consideration thereof did as to this debt waive his rights of exemption as to personal property granted under the Constitution and laws of the State of Alabama, and agreed to pay a reasonable attorney's fee for the Plaintiff for the collection thereof, which the Plaintiff further claims in the sum of ONE HUNDRED AND SEVEN DOLLARS AND FIFTEEN CENTS (\$107.15) together with the interest on both amounts.

COUNT III

The Plaintiff claims of the Defendant TWO HUNDRED AND NINE DOLLARS AND SIXTY-SIX CENTS (\$209.66) due from him by account on the 12th day of October, 1955, which sum of money with the interest thereon is still unpaid.

RICKARBY AND RICKARBY

BY



E. G. Rickarby, Jr.
Attorney for 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 NATHAN H. PULLIAM

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 NATHAN H.

PULLIAM

-----, Defendant-----

by TRAILMOBILE, INC., A Corporation

-----, Plaintiff-----

Witness my hand this 26 day of April 1956

Cliff J. [Signature], Clerk

TRAILMOBILE, INC.,
A Corporation,

PLAINTIFF

VS.

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DEFENDANT

IN THE CIRCUIT COURT OF
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AMENDMENT TO COMPLAINT


Comes the Plaintiff in the above styled cause and moves the Court to allow him to amend his complaint by adding COUNT IV, to read as follows, to-wit:

COUNT IV

The Plaintiff claims of the Defendant the sum of TWO HUNDRED FIFTY-NINE DOLLARS AND SIXTY-TWO CENTS (\$259.62), for that in said note and as part of the consideration in the note sued on the Defendant agreed to pay the costs of collection thereof in the event of default and that the Defendant moved while said note was default and that to locate him the Plaintiff had to employ a skip-tracing agency and that the reasonable and proper charges for their services were TWO HUNDRED FIFTY-NINE DOLLARS AND SIXTY-TWO CENTS (\$259.62), which sum the Plaintiff further claims.

RICKARBY & RICKARBY

By


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

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA
April 25, 1956

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

Dear Mrs. Duck:

Inre: Trailmobile, Inc.
Vs: Nathan H. Pulliam
Our File: 3643

With this we are handing you Summons and Complaint in
Trailmobile vs Pulliam. Please process and oblige.

We are, also, sending you our check for deposit for
costs in the sum of \$25.00.

Yours very truly,



EGR/ts
5-9-56

cc: Borsch & Murphy
Dupl.

Encl.