

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Emmett Middleton to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Ford Gum and Machine Company, Inc., a Corporation.

Witness my hand, this the 18 day of March, 1965.

Alice Luck
CLERK

FORD GUM AND MACHINE
COMPANY, INC., a
Corporation

Plaintiff

vs

EMMETT MIDDLETON

Defendant

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 64-24

COUNT I

Plaintiff claims of the Defendant the sum of FIVE-HUNDRED AND NO/100 (\$500.00) DOLLARS as damages for that heretofore on, to-wit, the 13th day of March 1964, the Defendant, acting by and through his agent, servant or employee who was then and there acting in the line and scope of his employment did so negligently operate a motor vehicle westwardly on U.S. Highway 90 at the intersection with U.S. Highway 98 in Baldwin County, Alabama so as to cause or allow such motor vehicle of Defendant to run into, upon or against the Plaintiff's motor vehicle which was then and there being operated in a westwardly direction, and as a direct proximate consequence of the negligence of the Defendant as aforesaid, the Plaintiff's automobile was bent, broken and damaged, to the loss and damage as aforesaid.

Wm. H. Hays
Attorney for Plaintiff

Defendant may be served
at Loxley, Alabama

FILED

CLERK
REGISTER

E4:3-31-65

390

ALABAMA TO STATE

YTHUOC DISCLOSURE

ALABAMA TO STATE BY TO TRIPERS VMA OT

YOU ARE HEREBY COMMANDED TO APPEAR IN COURT AT THE PLACE AND TIME SPECIFIED IN THE ATTACHED WRIT.

IF YOU FAIL TO APPEAR WITHOUT A VALID EXCUSE, YOU WILL BE CONSIDERED IN DEFAULT OF APPEARANCE.

THE COURT WILL PROCEED WITH THE CASE IN YOUR ABSENCE.

YOUR FAILURE TO APPEAR MAY BE CONSIDERED AN ADMISSION OF GUILT.

COPIES OF THIS WRIT ARE BEING FURNISHED TO THE CLERK OF THE COURT AND TO THE SHERIFF OF THE COUNTY.

IT IS ORDERED THAT YOU SHALL COMPLY WITH THE TERMS OF THIS WRIT.

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IT IS ORDERED THAT YOU SHALL COMPLY WITH THE TERMS OF THIS WRIT.

ALABAMA TO STATE

Ford Gum & Machine
Co. Inc. a corp.

Plt.

vs.

Emmett Middleton
Def.

FILED
MAR 10 1965
CLERK
REGISTER

in Texas

W. Hayes -

Received 30 day of Mar. 1965
and on 31 day of March 1965
I served a copy of the within d.c.
on Emmett Middleton

By service on
TAYLOR WILKINS, Sheriff
By W.O. Garner

Returned 20 day of March 1965
not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff
By W.O. Garner
Deputy Sheriff

Sheriff claims 40 miles in
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
By W.O. Garner
DEPUTY SHERIFF

ARMBRECHT, JACKSON, McCONNELL & DeMOUY
LAWYERS

MERCHANTS NATIONAL BANK BUILDING

P. O. BOX 280

MOBILE, ALABAMA

36601

AREA CODE 205
PHONE 433-1891

CABLE ADDRESS
SEALAW

WM. H. ARMBRECHT
THEODORE K. JACKSON
JOHN W. McCONNELL, JR.
MARSHALL J. DeMOUY
WM. H. ARMBRECHT, III
RAE M. CROWE
BROOK G. HOLMES
W. BOYD REEVES
JOHN GROW

April 20, 1965

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

Re: Ford Gum and Machine Company
vs. Emmett Middleton
Case No. 6424; Circuit Court

Dear Mrs. Duck:

Enclosed please find Defendant's Pleas which we would appreciate
your filing on his behalf.

Thanking you for your attention to this matter, we remain

Sincerely yours,

ARMBRECHT, JACKSON, McCONNELL
& DeMOUY

BY



John Grow

JG/msc
Enclosure
cc: Wilson Hayes

FORD GUM AND MACHINE
COMPANY, INC., a corpora-
tion,

Plaintiff,

Vs.

EMMETT MIDDLETON,

Defendant.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA

) AT LAW

) NO. 6424

PLEAS

Comes now the Defendant, Emmett Middleton, in the above styled cause, and for answer to the Complaint and to each and every count thereof, separately and severally, files the following separate and several pleas:

1. Not Guilty.

2. For that on the occasion complained of in Plaintiff's Complaint, the Plaintiff so negligently operated its said motor vehicle westwardly on U. S. Highway 90 at its intersection with U. S. Highway 98, both of said highways being public highways in Baldwin County, Alabama, as to cause or allow its said motor vehicle to collide with the said automobile of the Defendant, being operated in a westwardly direction on U. S. Highway 90, and Defendant says that Plaintiff's said negligence proximately contributed to Plaintiff's said injuries and damages; hence, the Plaintiff cannot recover in this suit.

ARMBRECHT, JACKSON, McCONNELL
& DeMOUY

By


John Grow

CERTIFICATE OF SERVICE

I, John Grow, do hereby certify that I have served a copy of the foregoing Pleas on Wilson Hayes, Esquire, Attorney for the Plaintiff, by mailing the same, by United States Mail, first class postage prepaid, to his address at P.O. Box 268, Bay Minette, Alabama.

FILED

APR 21 1965

ALICE I. DICK, CLERK
REGISTER


John Grow

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT - AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. N. Stuckey Lumber Company, Inc., to appear within thirty days from the service of this writ in the Circuit Court, to be held for said court at the place of holding the same, then and there to answer the complaint of First National Bank of Mobile, Alabama, a national banking association.

WITNESS my hand, this _____ day of March, 1965.

Clerk

FIRST NATIONAL BANK OF MOBILE, ALABAMA, a national banking association,

Plaintiff,

vs.

W. N. STUCKEY LUMBER COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT ONE:

The Plaintiff claims of the Defendant Five Thousand Thirty-five Dollars and Seventy-nine cents (\$5,035.79), due by promissory note made by it on the 16th day of September, 1964 and payable on demand, with interest thereon from June 5, 1964.

The Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee; and the Plaintiff claims of the Defendant the further and additional sum of Seven Hundred Fifty Dollars (\$750.00) as such reasonable attorney's fee.

CHASON, STONE & CHASON

By: _____

Attorneys for Plaintiff

The Defendant may be served by service upon W. N. Stuckey, Sr. As its President.

247.63 int.
750.00 Att. Fee
5,035.79 Prin.

\$6,033.42

15000
75000

5,035.79
.06

30214.94

\$ 5,035.79

Bay Minette, Alabama
September 16, 1964

For value received the undersigned jointly and severally promise to pay to First National Bank of Mobile, Alabama or order, the principal sum of FIVE-THOUSAND, THIRTY-FIVE and SEVENTY-NINE/100 with interest from date, at the rate of 6% per cent per annum. The said principal and interest shall be payable at the banking house of First National Bank of Mobile Alabama in monthly installments as follows, namely:

On demand, with interest thereon from June 5, 1964.

Each maker and endorser waives the right of exemption under the Constitution and laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date thereof.

This note to be construed according to the laws of the State of Alabama, ~~and is secured by~~ ~~or~~ ~~executed to~~ ~~by the undersigned on~~

Upon failure to pay any installment of principal and/or interest when due or if any of the conditions and requirements in said be not complied with, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Privilege is given to make additional payments on said principal sum at any interest payment date; such additional payments, however, to be made in multiples of

W. N. STUCKEY LUMBER COMPANY, INC.

BY: *W. N. Stuckey Sr.* (SEAL)
Its President

ATTEST:

Julius K. Stuckey
Sec.

(SEAL)

(ADDRESS)