

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 3298

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon G. W. White, Jr., Individually and d/b/a G. W.

White Construction Company

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 G. W. White, Jr., Ind.  
and d/b/a G. W. White Construction Company, Defendant

by The Merchants National Bank of Mobile, a national Banking association

Plaintiff

Witness my hand this 26th day of July 19 57

Alvin J. Durr, Clerk

THE MERCHANTS NATIONAL BANK  
OF MOBILE, a national bank-  
ing association,

Plaintiff,

vs.

G. W. WHITE, JR., individually  
and d/b/a G. W. WHITE CON-  
STRUCTION COMPANY,

Defendant.

COMPLAINT

Plaintiff claims of the defendant the sum of

ONE THOUSAND FIVE HUNDRED SEVENTY-ONE AND 17/100 (\$1,571.17)

DOLLARS, plus interest, which is the balance due under

that certain promissory note made by the Defendant on the

22nd day of April, 1957, to The Merchants National Bank

of Mobile, Alabama, by the terms of which the

Defendant agreed in writing to pay said note thirty (30)

days after the date of execution, to-wit, April 22nd, 1957,

Plaintiff avers that default has been made in

the payment of said note and that the balance due amounts

to the sum of ONE THOUSAND FIVE HUNDRED SEVENTY-ONE AND

17/100 (\$1,571.17) DOLLARS, plus interest.

Plaintiff avers that Defendant agreed in writing

that in the event said note was placed in the hands of an

attorney for collection, the Defendant would pay all cost

of collection, including a reasonable attorney's fee.

Plaintiff avers that said note has been placed

in the hands of an attorney for collection and Plaintiff

claims the further and additional sum of, to-wit, THREE  
HUNDRED TWENTY AND NO/100 (\$320.00) DOLLARS as a reason-  
able attorney's fee.

Plaintiff avers that for the payment of all of  
which Defendant agreed in writing to waive all exemptions.

VICKERS, RIIS AND MURRAY

By *O. Marion Murray*  
Attorneys for Plaintiff

Address of Defendant:

Mr. G. W. White, Jr.  
Post Office Box 63  
Magnolia Springs, Alabama

SUMMONS AND COMPLAINT

Moore Ptg. Co.

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Baldwin County.

Circuit Court, Baldwin County

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by The Merchants National Bank of Mobile, a national Banking association

-----, Plaintiff

Witness my hand this 26th day of July 19 57

W. J. Rusk, Clerk

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

THE MERCHANTS NATIONAL BANK  
OF MOBILE, a national bank-  
ing association,

Plaintiff,

vs.

AT LAW NO. \_\_\_\_\_

G. W. WHITE, JR., Individually  
and d/b/a G. W. WHITE CON-  
STRUCTION COMPANY,

Defendant.

COMPLAINT

Plaintiff claims of the Defendant the sum of ONE THOUSAND FIVE HUNDRED SEVENTY-ONE AND 17/100 (\$1,571.17) DOLLARS, plus interest, which is the balance due under that certain promissory note made by the Defendant on the 22nd day of April, 1957, to The Merchants National Bank of Mobile, Mobile, Alabama, by the terms of which the Defendant agreed in writing to pay said note thirty (30) days after the date of execution, to-wit, April 22nd, 1957,

Plaintiff avers that default has been made in the payment of said note and that the balance due amounts to the sum of ONE THOUSAND FIVE HUNDRED SEVENTY-ONE AND 17/100 (\$1,571.17) DOLLARS, plus interest.

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Plaintiff avers that for the payment of all of  
which Defendant agreed in writing to waive all exemptions.

VICKERS, RIIS AND MURRAY

By

J. Hanson Murray  
Attorneys for Plaintiff

Address of Defendant:

Mr. G. W. White, Jr.  
Post Office Box 63  
Magnolia Springs, Alabama

VICKERS, RIIS, MURRAY AND CURRAN

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

December 11, 1959

MARION R. VICKERS  
ERLING RIIS, JR.  
J. MANSON MURRAY  
EDWIN J. CURRAN, JR.

MAILING ADDRESS:  
POST OFFICE BOX 990  
HEMLOCK 2-8767

3298

Hon. Hubert M. Hall  
Judge, 28th Judicial Circuit of Alabama  
Bay Minette, Alabama

Dear Judge Hall:

I received your form letter dated December 8, 1959, to the effect that there are a number of cases pending on the Civil Non-Jury Docket which have not been disposed of.

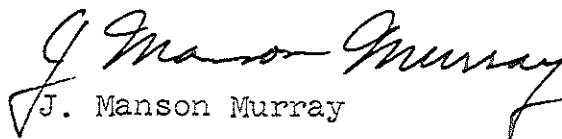
This calls to mind that we had filed a case styled The Merchants National Bank of Mobile vs. G. W. White on a promissory note. We have been unable to obtain service. You called this matter to my attention some time ago and it slipped my mind that it had not been disposed of.

Please, therefore, enter a non-suit in our behalf.

I am sending a copy of this letter to Mrs. Alice J. Duck and by said copy am requesting her to send me a cost bill.

Yours very truly,

VICKERS, RIIS, MURRAY AND CURRAN

  
J. Manson Murray

JMM:ss

cc: Mrs. Alice J. Duck

VICKERS, RIIS, MURRAY AND CURRAN

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

MARION R. VICKERS  
ERLING RIIS, JR.  
J. MANSON MURRAY  
EDWIN J. CURRAN, JR.

December 11, 1959

MAILING ADDRESS:  
POST OFFICE BOX 990  
HEMLOCK 2-8767

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J. MANSON MURRAY

J. Manson Murray

JMM:ss

cc: Mrs. Alice J. Duck

VICKERS, RIIS AND MURRAY

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

MARION R. VICKERS  
ERLING RIIS, JR.  
J. MANSON MURRAY  
EDWIN J. CURRAN, JR.

July 25, 1957

MAILING ADDRESS:  
POST OFFICE BOX 1425  
HEMLOCK 2-8767

Clerk, Circuit Court  
Baldwin County  
Bay Minette, Alabama

Dear Sir:

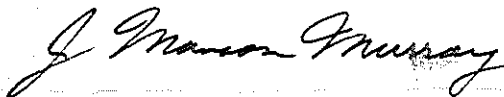
Enclosed please find an original and two copies  
of the bill of complaint by The Merchants National Bank  
of Mobile vs. G. W. White, Jr.

Please file the same on our behalf and have the  
Sheriff serve Mr. White.

We remain

Yours very truly,

VICKERS, RIIS AND MURRAY



J. Manson Murray

JMM:fa  
Enclosures

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

THE MERCHANTS NATIONAL BANK  
OF MOBILE, a national bank-  
ing association,

Plaintiff,

vs.

G. W. WHITE, JR., Individually  
and d/b/a G. W. WHITE CON-  
STRUCTION COMPANY,

Defendant.

AT LAW NO. 3298

COMPLAINT

Plaintiff claims of the Defendant the sum of ONE THOUSAND FIVE HUNDRED SEVENTY-ONE AND 17/100 (\$1,571.17) DOLLARS, plus interest, which is the balance due under that certain promissory note made by the Defendant on the 22nd day of April, 1957, to The Merchants National Bank of Mobile, Mobile, Alabama, by the terms of which the Defendant agreed in writing to pay said note thirty (30) days after the date of execution, to-wit, April 22nd, 1957,

Plaintiff avers that default has been made in the payment of said note and that the balance due amounts to the sum of ONE THOUSAND FIVE HUNDRED SEVENTY-ONE AND 17/100 (\$1,571.17) DOLLARS, plus interest.

Plaintiff avers that Defendant agreed in writing that in the event said note was placed in the hands of an attorney for collection, the Defendant would pay all cost of collection, including a reasonable attorney's fee.

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claims the further and additional sum of, to-wit, THREE HUNDRED TWENTY AND NO/100 (\$320.00) DOLLARS as a reasonable attorney's fee.

Plaintiff avers that for the payment of all of which Defendant agreed in writing to waive all exemptions.

VICKERS, RIIS AND MURRAY

By

*J. Hanson Murray*  
Attorneys for Plaintiff

Address of Defendant:

Mr. G. W. White, Jr.  
Post Office Box 63  
Magnolia Springs, Alabama

FILED  
JUL 26 1957  
ALICE L. BUCK, Clerk

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By *J. Manson Murray*  
Attorneys for Plaintiff

Address of Defendant:

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Post Office Box 63  
Magnolia Springs, Alabama

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Moore Ptg. Co.

The State of Alabama, }

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by The Merchants National Bank of Mobile, a national Banking association

Plaintiff.

Witness my hand this 26th day of July 1957.

*MS*

Alvin J. Duck, Clerk