

~~CONFIDENTIAL~~

JAMES W. HOWELL
ATTORNEY AT LAW
FOLEY, ALABAMA 36535

POST OFFICE BOX 206

AREA CODE 205-943-3602

October 27, 1967

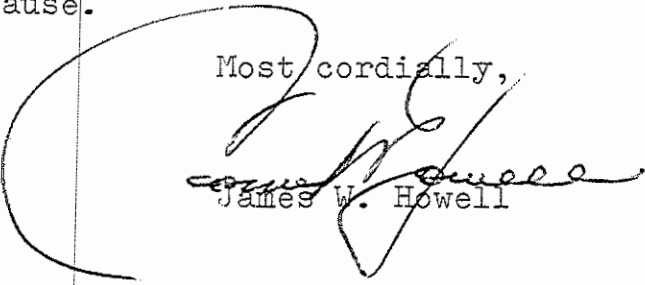
Mrs. Alice Duck
Circuit Clerk
Baldwin County
Bay Minette, Alabama

RE: Blackwell vs. Massey Tech. Institute, Inc.

Dear Mrs. Duck:

Enclosed herewith please find check in the amount of \$5.00 to be added to the Summons and Complaint in the above referenced cause.

Most cordially,


James W. Howell

JWH:ec
enc:

~~STATEMENT~~

JAMES W. HOWELL
ATTORNEY AT LAW
FOLEY, ALABAMA 36535

POST OFFICE BOX 206

AREA CODE 205-943-3602

October 2, 1967

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

7778

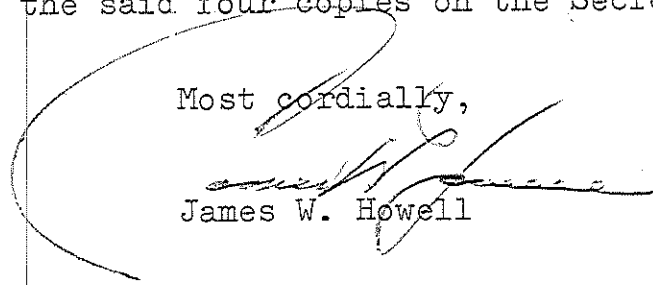
RE: Blackwell vs. Massey

Dear Mrs. Duck:

This case comes under the provisions as set out in
Title 7, Section 193 of the Code of Alabama, (recomp. 1958).

Pursuant thereto, please file one copy and send the
remaining four copies, along with the enclosed \$3.00 check,
to the sheriff of Montgomery County with directions for
him to serve the said four copies on the Secretary of
State.

Most cordially,


James W. Howell

JWH:ec
encs:

MILDRED M. BLACKWELL,
Plaintiff,
VS.

MASSEY TECHNICAL INSTITUTE, INC.
a Corporation,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 2228

I hereby certify that the provisions of Title 7,
Section 193 of the Code of Alabama, 1940, (recomp. 1958)
are applicable to the above style cause.

Mildred M. Blackwell

Mildred M. Blackwell,
Plaintiff

STATE OF ALABAMA }
COUNTY OF BALDWIN }

Before me, James W. Howell, a Notary Public, in and
for said State and County, personally appeared MILDRED M.
BLACKWELL, who is known to me and who being by me first duly
sworn, deposes and says that she has knowledge of the facts
stated in the above statement and that the same are true
and correct.

Mildred M. Blackwell

MILDRED M. BLACKWELL

Sworn to and subscribed before me
this 2nd day of October, 1967.

James W. Howell
Notary Public

FILED

OCT 5 - 1967

ALICE J. BUCK

CLERK
REGISTER

MILDRED M. BLACKWELL,
Plaintiff

VS.

MASSEY TECHNICAL INSTITUTE, INC.,
a Corporation,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 2728

COUNT 1

The plaintiff claims of the defendant \$925.00 for breach of agreement entered into by the plaintiff and one Mr. Reid, whose name is otherwise unknown to the plaintiff, a duly authorized agent of the defendant acting in the line and scope of his authority, on the 26th day of January, 1965, in substance as follows: Pursuant to inducing the plaintiff to enter into an agreement for the schooling of her son, Tracy Blackwell, and on being informed of the hearing difficulties of the plaintiff's son, and as a consequence thereof, of his poor grades in high school due primarily to large classes, and also of his particular deficiency in mathematics, said Mr. Reid made the following promises: that the plaintiff's son would not have any difficulties at Massey Technical Institute because there would be a great deal of personal instruction with only three to four students in each class; and that the \$900.00 tuition fee would also pay for the school books to be used by the plaintiff's son. In exchange for and in consideration of the aforesaid promises and the agreement for schooling, the plaintiff agreed to pay \$900.00 as tuition fee so that her son could attend said school. And the plaintiff says that, although she has complied with all its provisions on her part, the defendant has failed to comply with the following provisions thereof, viz: that there were not three or four students in each class as said Mr. Reid had promised, but, in fact, there were approximately twenty to thirty-five students in each class, and because of these large classes and the lack of personal instruction, the plaintiff's son was not able to comprehend this curriculum, and thereby, he had to drop out of school within two months from the date of his enrollment; and that the \$900.00 tuition fee did not cover the costs of the school books as

said Mr. Reid had promised, but, in fact, the plaintiff's son had to pay approximately \$25.00 for said books.

COUNT II

The plaintiff claims of the defendant the sum of \$925.00 as damages for that on, to-wit: The 26th day of January, 1965, in Foley, Baldwin County, Alabama, one Mr. Reid, whose name is otherwise unknown to the plaintiff, a duly authorized agent of the defendant acting in the line and scope of his authority, for the purpose of inducing the plaintiff to enter into an agreement for the schooling of her son, Tracy Blackwell, and on being informed of the hearing difficulties of the plaintiff's son, and as a consequence thereof, of his poor grades in high school due primarily to large classes, and also of his particular deficiency in mathematics, made the following representations: That the plaintiff's son would not have any difficulties at Massey Technical Institute because there would be a great deal of personal instruction with only three to four students in each class; that because of these small classes composed only of three or four students, said school had never had a drop out or failure in its history; and that the \$900.00 tuition fee would also pay for the school books.

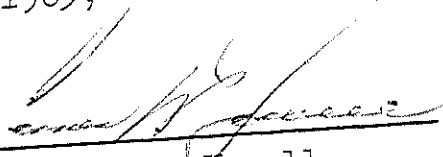
The plaintiff was thereby induced to enter into the said agreement for schooling, and pursuant thereto, she has paid the \$900.00 tuition fee, and in addition, the plaintiff's son paid approximately \$25.00 for his school books.

The said representations were false and were known by the said Mr. Reid at the time he made them to be false and were made with the intent to deceive and defraud the plaintiff.

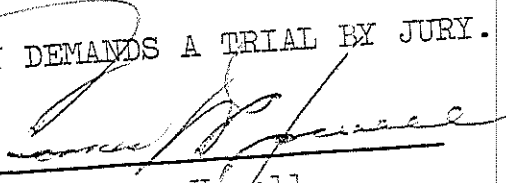
The said false representations caused damage to the plaintiff in this: that there were not three or four students in each class, but, in fact, there were approximately twenty to thirty-five students in each class, and because of these large classes and the lack of personal instruction, the plaintiff's son was not able to comprehend this curriculum, and thereby, he had to drop out of school within two months from the date of his enrollment.

COUNT III

The plaintiff claims of the defendant \$925.00 for money received by the defendant to the use of the plaintiff on, to-wit: January 26, 1965, March 26, 1965, September 14, 1965 and November 1, 1965, which sum of money is still unpaid.


James W. Howell,
Attorney for Plaintiff

PLAINTIFF RESPECTFULLY DEMANDS A TRIAL BY JURY.


James W. Howell

Defendant's Address is: 148 East 7th Street
Jacksonville, Florida

FILED

OCT 5 - 1967

ALICE J. BUCK CLERK
REGISTER

No. 7778

Mildred M. Blackwell (B)

VS.

Massy Technical
Institute, Inc. a corp.

RECEIVED IN OFFICE
OCT 31 1967
RECEIVED
M. S. BUTLER
OCT 30 1967
TAYLOR WILKINS
SHERIFF

Executed by serving 3 copies of
the within on Mable Amos
Secretary of State of The State of
Alabama. 1 Nov.
[This the 31 day of Nov. 1967

Sheriff of Montgomery County
M. S. Butler,
By W. L. Moser D. S.

M. S. Butler, Sheriff of Montgomery
County, Alabama, Claim \$1.50 each* for
serving 1 process(es) and \$1.00
travel expense on each of 1
process(es) or a total of \$2.50

W. L. Moser Deputy Sheriff

Jas. W. Howell
#222

Defendant's address is: 148 E. 4th Street
Tomball, Texas 77375

James M. Moser

PLAINTIFF'S ATTORNEY DREWING A WRIT BE COME

Attorney for Plaintiff
James M. Moser

1962 and November 1, 1962, when sum of money is paid under
to-wit: January 30, 1962; March 30, 1962; September 14,
received by the defendant to the use of the plaintiff on
the plaintiff claims of the defendant \$952.00 for money

COPIES

CECIL G. CHASON
ATTORNEY-AT-LAW
FOLEY, ALABAMA 36535

November 27, 1967

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

Re: Mildred M. Blackwell
vs. Massey Technical
Institute, Inc., a
corporation
Case No. 7778

Dear Mrs. Duck:

I am enclosing herewith a motion and plea in the
above styled cause, a copy of which I have mailed to
Jim Howell.

Yours very truly,


C. G. Chason

CGC:jc

Encl: as stated

MILDRED M. BLACKWELL,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
MASSEY TECHNICAL INSTITUTE, INC.))	AT LAW
a corporation,)	
)	CASE NO. 7778
Defendant.)	

Comes the Defendant in the above styled cause, it appearing specially and only for the purpose of filing this motion and this plea, shows separately and severally as follows:-

1. That the Defendant was not served with a subpoena as provided by law, nor was service had on the Defendant by Registered Mail, return receipt requested, as provided by law.

2. That the Defendant is a foreign corporation doing business in Jacksonville, Florida, and is not doing business in Baldwin County, Alabama, by agent or in any manner; therefore, the Courts of Baldwin County, Alabama, are without jurisdiction to hear and try said cause.

3. That the action is barred by statutes of limitations of one year.

4. That the contract and agreement referred to in the Complaint is a written instrument providing therein and as a part thereof, that the person entering into said contract "has read this contract and hereby agrees it contains all agreements and representations made between the parties hereto", and the complaint as written is in violation of the rule against parole evidence.

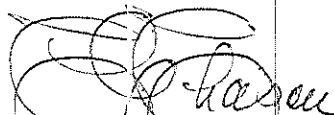
5. That the contract and agreement referred to in said suit was made and entered into in Jacksonville, Florida, and the services to be furnished to the said Tracy Blackwell, the son of the Plaintiff, were being furnished in Jacksonville, Florida; therefore, the Courts of Jacksonville, Florida have jurisdiction of the cause and the Courts of Baldwin County, Alabama, are without jurisdiction.

6. That the complaint alleges misrepresentation on the part of a Mr. Reid, who was allegedly acting within the line and scope of his authority and Defendant shows that it entered into a

written contract in Jacksonville, Florida, containing the entire agreement and that if misrepresentation was made by a Mr. Reid, he was not acting within the line and scope of his authority in making such misrepresentation; therefore, that Mr. Reid would be the proper Defendant rather than this Defendant.

7. Defendant shows that its proper name is Massey Technical Institute of Jacksonville, Inc., rather than Massey Technical Institute, Inc.

Wherefore, the Defendant shows that the service of process was improper and that no subpoena was served upon it; therefore, said service should be quashed. Defendant further shows that the Courts of Baldwin County, Alabama, are without jurisdiction to try and determine this cause and, therefore, such action should be abated and, in view of other matters and facts set out, this Court should find and determine that this action should be forever barred and prays that the Court should find that this Plaintiff should not be allowed to further maintain this suit against the Defendant.



Attorney for Defendant


STATE OF ALABAMA

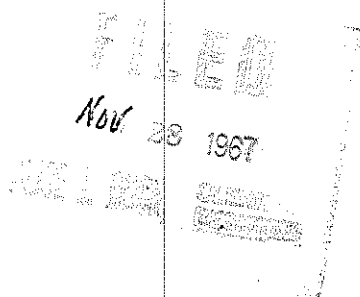
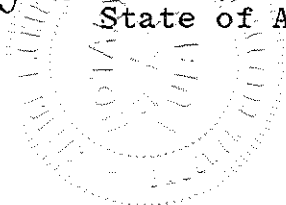
BALDWIN COUNTY

Before me, Janice L. Childress, a Notary Public in and for said County in said State, personally appeared C. G. Chason, who after being by me first duly and legally sworn, deposes and says that his name is C. G. Chason; that he is acting as attorney for Massey Technical Institute of Jacksonville, Inc., a corporation; that the matters and facts set forth in the foregoing plea are true and correct in accordance with the best of his knowledge, information and belief.



Sworn to and subscribed before me on this the 27th day of November, 1967.


Notary Public, Baldwin County
State of Alabama



I, C. G. Chason, Attorney at Law, hereby certify that I have this day sent a copy of the foregoing plea to James W. Howell, Attorney for the Plaintiff, by United States Mail, postage prepaid, to his office, Foley, Alabama.

