### COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS COURTROOM "B" FIRST FLOOR

	COUNTROOM D TIRDI 1200K
The State of Alabama,  MOBILE COUNTY  TO THE SHERIFF OF MOB	ILE COUNTY—GREETINGS:
You are hereby commanded to summon Olan P. Cooper	
to be and appear before the Court of General Sessions of Mobile Count	
County, on the day of 19.	at the hour of 9:00 A.M.,
then and there to answer a complaint of Ernest Allen d/b/a K	itchen Center
allument in the second	
of a debt or other demand not exceeding Seven Hundred Fifty Dollars.	
Herein fail not and have you then and there this precept with your	doings.
Witness my hand, this Bday of	, 19. 6.7
	Theirs II
Clerk of the Court of	General Sessions of Mobile County.
Cause of Action Plaintiff claims of defendant \$ 260.17 due by	
promissoroy note nucle by him on the 7th day	
of November , 1966 . Defendant failed to pay	
suid note according to its terms. By said note de-	
fondant waived all right of exemption and agreed to pay a reasonable attorney's fee, which is	
pay a reasonable attorney's ree, which is	

claimed in the sum of \$

ATTORNEY FOR PLAINTIFF

747

······································	
COMPLAINT AND SUMMONS	
Atty, for Plaintiff: Atty or Defendant:	WIF DEPT
THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY	SPECTON SHE
Ret. 967	S. C.
Ernest Allen d/b/a Kitchen center, Plaintiff	35 3 2
VS.  Solan P. Cooper, Defendant	Please forward to the
Continued To RECEIVED	Sheriff of Baldwin County Serve defendant at: Route 1, Box 65 Robertsdale, Alabama
JUN 1 5 1967 APR 2 8 1967	
MAYLOR WILKINS TAYLOR WILKINS SHERIFF	
Executed by Service on  Olam P Cooper  Defendant	
This day , 19	
Sheriff of-Mobile County	Sheriff claims 52 miles at Total 65 TAYLOR WILKINS, Sheriff
Deputy Sheriff	BY Carlisle (Kildrens)
Rosenlare	748

### NOTICE of APPRIME

MOBILE COUNTY			
Ernest Allen dba/Kitchen Center	ta elektrik diri	· · · · · · · · · · · · · · · · · · ·	
VS. Nolan P. Cooper	\$60 	eranafia	
Defendant	to give the		
ToNolan P. Cooper			
You are hereby notified that			
the plaintiff  a transfer to The Circuit Court tained xxx xpx xx from xivex and general xtheceins.	n the above entitled of Baldwin Cou xendereckkyxx	l cause has prayed and ob-	
the plaintiff a transfer to The Circuit Court tained x x x x x x x x x x x x x x x x x x x	n the above entitled of Baldwin Cour rendereckbyxx NS OF MOBILE Co n cases made and pr	I cause has prayed and ob- nty, Alabama OUNTY, and having com- covided, the same has been County	
the plaintiff a transfer to The Circuit Court tained *** *** *** *** *** *** *** *** *** *	n the above entitled of Baldwin Cour rendereckbyxx NS OF MOBILE Co n cases made and pr	I cause has prayed and ob- nty, Alabama OUNTY, and having com- covided, the same has been County	
the plaintiff a transfer to The Circuit Court tained *** *** *** *** *** *** *** *** *** *	n the above entitled of Baldwin CourseMobile Constitution of Mobile Constitution of Market Courses made and probability of Market Courses	I cause has prayed and ob- nty, Alabama OUNTY, and having com- covided the same has been County	
the plaintiff a transfer to The Circuit Court tained *** The Circuit Court tained *** The Circuit Court tained *** The Circuit Court the Circuit Court OF GENERAL SESSION plied with the requirements of the law in such granted to the next term of the CIRCUIT Court	n the above entitled of Baldwin CourseMobile Constitution of Mobile Constitution of Market Courses made and probability of Market Courses	I cause has prayed and ob- nty, Alabama OUNTY, and having com- covided the same has been County	

Case No. 56233	
1/86	
Ernest Allen dba Kitchen Center	
Plaintiff,	LET PRITE DEPT.
vs	01 - 13 % 130 13 %
Nolan P. Cooper	
Rt. 1, But 65 - Robertsdale Col	Roceived 20 day of UST 1967
· Defendant.	and on 25 day of Off 697
TRANSFER NOTICE OF XXPXEXX.	on Appen . Cooper
in the state of th	By service on
	TAYLOR WILKINS, Sheriff By Larlack Cheeses
	Possester
ssued: October 17, 1967	And all well all the sindapped types and distributed in
•	April 1900 militar ang terratorikan terimbak Kanadawasa hadi iku pakelah merengkangia
Serve On:	Theriff clother 52  Ton Conts per mile Torois 5 32  Conflict Will this specific terms of the Continuous and the Conflict Chedrens
	Kildies

GS-86-5M-8-67

Gellens & Stopes

# COST BILL

THE STATE OF AL	ABAMA The Court of Gen	eral Sessions
MOBILE COUN	>-	
ر بر الاستان ا		. out if
Grnest Wil	len ala Kitchen (ex)	· .
n /2 /2	Plaintiff	
1/ allen 1/	· Cooper	ASE NO. 5 6233
	Defendant	AUL 110. 6 6 6 6 6
	COURT FEES	
Summons and proceeding	s thereon to judgment	91.00
Docketing each cause		10
Attachment Bond and A	ffidavit	1.50
Issuing each Attachment		.50
Summoning Garnishee and	taking examination	
Subpoena for each witne	SS	.15
Execution and taxing cos	ts thereon	.50
Each appeal or certiorari	including bond and certificate of proceedings	1.00
Every necessary Certifica	te or Notice not otherwise provided for	.25
For issuing each Writ of	Detinue	.50
Fuer other Rend	notice in the nature thereof	.50
Administering an oath and	and form the same	.50
Issuing Notice of Anneal	certifying the same	
Law Library Fee		.25
Judgment Ni Si against Ga	rnishee	
Writ of Discovery		.50
Writ of Contempt		.50
	And and a 1979 to 1970	
Alias Summons		1.00
Witness Fee fifty cents fo	r each day's attendance	***************************************
***************************************	**************************************	
	··· <del>·</del>	
	TOTAL	\$
	SHERIFF'S FEES	
Levying Attachment		6.00
Entering and returning san	ne	25
Summoning Garnishee and	making return	1.50
Serving Summons and other	r mesne process, and returning the same	1.50
Summoning each Witness a	nd returning Subpoena	75
Collecting execution for c	osts-only-	
Serving Scire Facias or o	ther like notice	1.50
Serving any summons not	nerein provided for, and making return	1.50
Taking personal property	under Writ of Detinue	6.00
Taking and approxima has	ty, such just compensation as Court may fix	
When property is said and	s of every kindex_execution or attachment	2.00
Commission:	liage	
When sale is stayed by rest	raining order	5% - 3 · D U
\$ <b>\$</b> - <del>**</del>	Total	
	GRAND TOTAL	
I respectfully call your att	ention to the above Court Cost Bill which if not	noid by
19, it will be my unplea	sant duty to issue execution on your property for	the recovery of the
	J. D. Richa	ardson, Clerk

ERNEST ALLEN, d/b/a KITCHEN X
CENTER

Plaintiff,

VS.

BALDWIN COUNTY, ALABAMA
X
NOLAN P. COOPER,

Defendant.

X
CASE NO. 7786

Comes now the Defendant in the above styled cause and for answer to the Complainants Complaint, says:

ı.

That he is not guilty of the matters alleged therein.

2.

That the consideration of the note sued upon was for a particular kitchenette set shown to the Defendant, by the Complainant's agent, and that the set delivered was not matching as ordered, and was made of poor grade material; that the Defendant has repeatedly made a demand for the delivery of the correct set ordered, or for the Complainant to remove the same from his househole, all of which the Complainant has ignored, hence the Complainant ought not recover.

З.

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

WILTERS & BRANTLEY

BY: Jan

CERTIFICATE OF SERVICE

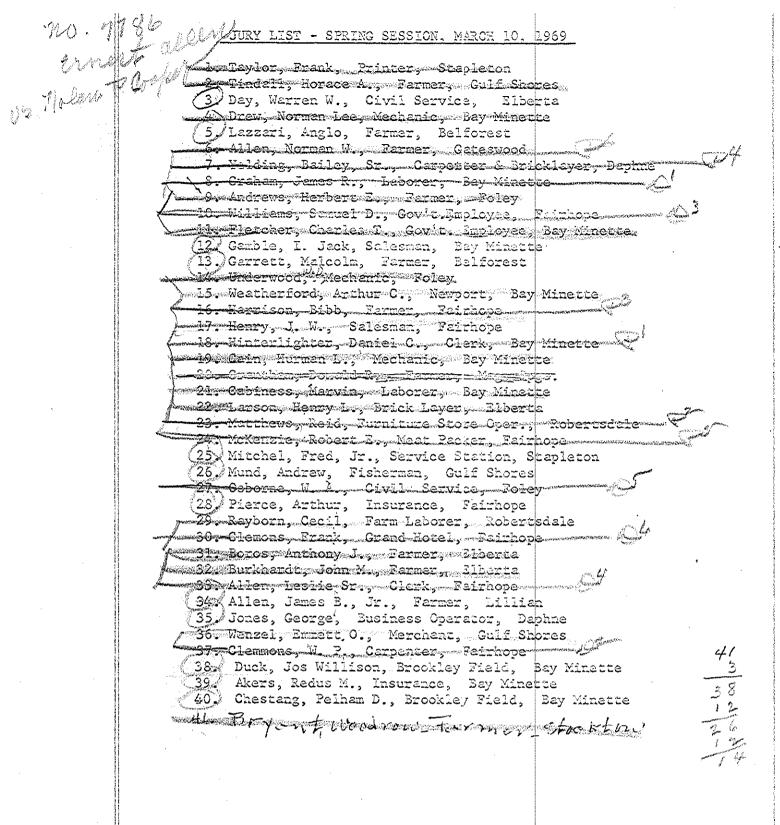
I do hereby certify that I have on this 18<sup>4</sup> day of April 1968 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANFIEY

ALCE

, ( <u>1</u> () 1000

CLERK REGISTER



P. XXXXX X

ERNEST ALLEN, d/b/a X KITCHEN CENTER, X IN THE CIRCUIT COURT OF Plaintiff, X BALDWIN COUNTY, ALABAMA VS. X AT LAW NOLAN P. COOPER X CASE NO. 7786

Defendant. X

Comes now the Defendant and refiles his amended answer, to the Complainant's Bill of Complaint, filed on December 18, 1968, and to each count thereof separately and severally.

WILTERS & BRANTLEY

BY: Attorneys

for the Defendant

CERTIFICATE OF SERVICE

WILTERS & BRANTLEY

MAR 7 1969

LEE J. DOGK REGISTER

757

MAR 7 1969

ALDE J. DECT. CLERK REGISTER

ERNEST ALLEN, d/b/a KITCHEN( CENTER,

	X	
Plaintiff,		IN THE CIRCUIT COURT OF
	X	
vs.		BALDWIN COUNTY, ALABAMA
	X	
NOLAN P. COOPER,		WAL TA
	X	
Defendant.		CASE NO. 7786
	X	

Comes now the Defendant in the above styled cause and amends his answer to the Bill of Complaint, and to count 2 thereof, by adding the following:

4.

That the consideration of the countact sued upon was for a particular kitchenette set shown to the Defendant, by the Complainant's agent, and that the set delivered was not matching as ordered, and was made of poor grade material, and the color and size was wrong; that the Defendant has repeatedly made a demand for the delivery of the correct set ordered, or for the Complainant to remove the same from his househole, all of which the Complainant has ignored, hence the Complainant out not recover.

WILTERS & BRANTLEY

Y: Attorneys for the Defeates

Filed 3-12-69 Alice Lack Overtr,

#### TRANSFER

# NOTICE of AMPLIANTIX



MOBILE COUNTY	
Ernest Allen dba Kitchen Center	Sudenii nepodii pelo antito doca
VS. Nolan P. Cooper	<u>Caliberaty</u>
Defendant	
ToNolan P. Cooper	
10	7.00.00 pt 10 10
a transfer to The Circuit Cour	in the above entitled cause has prayed and ob-
amedxax appear isomxthex judgement the zein	KXRAMARXXX ,
HELERAL SESSIC	NS OF MOBILE COUNTY and having com
olied with the requirements of the law in suc	with the colli-
rented to the next to an are	h cases made and provided, the same has been
ranted to the next term of the CIRCUIT C	h cases made and provided, the same has been
County, you are hereby notified accordingly.	h cases made and provided, the same has been Baldwin County OURT of Management to be held for said

56233

725.7186 A ALLANDES

Ernest Allen dba Kitchen Center

welfor melodity roll and a doores

Plaintiff,

VS

tomani 🔒 negali

Nolan P. Cooper

Maccoll . . nufné

troqual · Defendant. The subscript in forces and to design the property of the first of the subscript.

STREET, THE PARTY OF STREET

TRANSFER NOTICE OF XPPEXXX

> randa () , támmo airists) la sipet iteratio mil es estempes e

Returnable To The Circuit Court OF BALDWIN COUNTY

October 17, 1967

THE MANAGEMENT OF THE CONTROL OF THE CONTROL OF THE PROPERTY O

Serve On: \$0 m

a Bulbarus Inddon yan di Andrew Sanda a

#### COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS COURTROOM "B" FIRST FLOOR

## The State of Alabama,

MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon Nolan P. Cooper	
to be and appear before the Court of General Sessions of Mobile Court	aty at the Courthouse of Mobile
County, on the 3/day of	at the hour of 9:00 A.M.
then and there to answer a complaint of Ernest Allen d/b/a.	i e
	And the second of the second o
of a debt or other demand not exceeding Seven Hundred Fifty Dollars.	
Herein fail not and have you then and there this precept with you	doings.
Witness my hand, this / 8 day of	-017
	, 19
	Toler Il
Clerk of the Court of	General Sessions of Mobile County.
Cause of Action Plaintiff claims of defendant \$ 260,17 due by	
promissoroy note made by him on the 7th day	
of November , 1966 . Defendant failed to pay	
said note according to its terms. By said note de-	
fendant waived all right of exemption and agreed	
to pay a reasonable attorney's fee, which is	
claimed in the sum of \$ 52.03	
ATTORNEY FOR PLAINTIFF	746

COMPLAINT AND SUMMONS	
Atty. for Plaintiff: Billians & Stoke Atty. for Defendant:	
THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY	
No. 56233	
Ret.  May 31, 1967	
Ernest Alien d/b/a Kitchen center, Plaintiff VS.	
Nolan P. Cooper, Defendant Continued To	Please forward to the Sheriff of Baldwin County Serve defendant at: Route 1, Box 65 Robertsdale, Alabama
Executed by Service on	
Defendant	
This, 19	
Sheriff of Mobile County	
By Deputy Sheriff	

I

ERNEST ALLEN, d/b/a

KITCHEN CENTER,

IN THE CIRCUIT COURT OF

Plaintiff,

Vs.

BALDWIN COUNTY, ALABAMA

NOLAN P. COOPER,

Defendant.

Comes now the Defendant in the above styled cause and by and through their attorneys, Wilters, Brantley & Nesbit enters an appearance in this action which was commenced in the General Sessions Court of Mobile County, Alabama to which they have filed a plea in abatement to the jurisdiction of the said court.

WILTERS, BRANTLEY & NESBIT

ALOS L MOS

BY: 1-124

The Defendant demands a trial by jury.

WILTERS, BRANTLEY & NESBIT

BY:

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 30 day of 19, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANZLEY & NESBIT

34: manufacture de la company de la company

ERNEST ALLEN, d/b/a KITCHEN X CENTER IN THE CIRCUIT COURT OF X Plaintiff, BALDWIN COUNTY, ALABAMA X vs. Х AT LAW NOLAN P. COOPER. X CASE NO. 7786 Defendant, X

Comes now the Defendant in the above styled cause and amends his answer to the Complainants Complaint, to read as follows:

1.

That he is not guilty of the matters alleged therein.

2.

That the consideration of the note sued upon was for a particular kitchenette set shown to the Defendant, by the Complainants agent and that the set delivered was not matching as ordered, and was made of poor grade material, and the size and color was wrong, that the Defendant has repeatedly made a demand for the delivery of the correct set ordered, or for the Complainant to remove the same from his household, all of which the Complainant has ignored, hence the Complainant ought not recover.

3.

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

WILTERS & BRANTLEY

Ald 12-12-68 Clerk

ERNEST ALLEN d/b/a KITCHEN ) IN THE CIRCUIT COURT OF
CENTER BALDWIN COUNTY,

Plaintiff )

VS

NOLAN P. COOPER

Defendant ) CASE NO. 7786

Comes now the plaintiff and amends the complaint heretofore filed in this cause by adding thereto as follows:

#### COUNT TWO

Plaintiff claims of the defendant \$260.17 as damages for breach of a written contract executed by the defendant on November 7, 1966 a copy of said contract is attached hereto and made a part hereof by reference as though set out herein specifically.

Plaintiff avers that he has performed all of the provisions on his part but that the defendant has failed to pay the cash balance under the terms of the contract. Hence this suit.

E. Graham Gibbons Attorney for Plaintiff

CERTIFICATE OF SERVICE

12 day of that on this of day of the foregoing pleading has been served upon counsel for all adverse parties to this proceeding by mailing the same to each by first class U. S. mail, properly addressed and postage prepaid.

ATTORNEY FOR

FILED DEC 18 1968

MIN SLENK

and we the Juny find for the Dependent was a second of the Depende

# THE KITCHEN CENTER 600½ Holcombe Avenue Mobile, Alabama

CONTRACT

Dat:	11/7/66		robite, ar				
her NAM	tract between sin referred to as	Cooper	and ADDRES	s <b>Z</b> 7 <b>Z</b>	an garaga ya ya ka	la e e e e e e e e e e e e e e e e e e e	PHONE TO A STREET STREE
	Possers einefter referred	to se Owner(s).	Contractor	shell do	the folk		entered to the second of the s
				أيخاك	7 Z I		ZZZ
			<u> </u>	<i>25.</i> 23	7,4,6	<u> </u>	
	A CONTRACTOR OF THE PARTY OF TH	SALWA OF GREEN		4.7%	ŦÉ.	76.00	38
		<u> </u>					
	e Owner(s) agrees				incipal t		1
Co 1	ntractor the sum of the CLEDIT	7 Or.		6. Time b	palance		evidenced by
2.	The unpaid cash	balance payable	as set		e payable		equal and
3.	the many the property of the second section of the second			and the second of the second o	•/	<del></del>	th; first payment mpletion of work.
	ASH ON						
c	OTICE TO OWNER(S):	e you sign. Ke	ep it to pro	tect your	regar 116		d sealed the day
ar	wner(s) hereby ack	nowledges receive written.	pt of a copy	of this $\zeta$	Mola	$\mathbb{Q}$ . $\mathbb{Q}$	me
	CCEPTED L	AB AU	lanager	OWNER _			
			-	የተከሮ አውሮ ህላ	1 TRAG 301	OF THIS CON	NTRACT
	TERMS	AND CONDITIONS	ON REVERSE S	LUE AKE ME	TOP TAKE		

#### TERMS AND CONDITIONS

When this contract is signed by the Owner(s) and/or co-signer(s), it becomes an irrevocable offer by the Owner(s) subject to final acceptance by the Contractor. Owner(s) will be notified of the Contractor's acceptance by receiving a copy of the contract, signed by the Contractor, or by starting work.

Contractor may prepare detailed plans and/or specifications for the above work. In order, to avoid the necessity for preparing a new contract, the plans and specifications, when initialed by Owner(s), shall completely supersede the above job description whether or motive detailed plans and/or specifications agree with the job description.

contractor variable that all enterials faired and to a neat and springer and the support and the sort and springer and spr

Owner(s) warrants that performance of this contract by Contractor and its subcontractors will not violate any existing easements or other rights of third parties in the property to be improved.

All surplus materials delivered to the job site shall remain the property of the Contractor and its subcontractors.

If, after performance of this contract is begun, any damage to the existing structure is discovered which requires additional work or material, the Contractor will provide the necessary repairs as an addition to the contract price. Similarly, if there are any changes in applicable codes or ordinances, or any new codes or ordinances are passed which require additional work or materials, the Contractor will make the necessary corrections as an addition to the contract price. The Contractor shall not be held responsible for pre-existing violations of any law including, but not restricted to, zoning or building codes or regulations.

Owner(s) and/or co-signer(s) agrees that, in the event of any breach of this contract by them or either of them, the Contractor or its assignees may collect as liquidated damages 20% of the total price named in the contract, or sue at law for such damages as the Contractor or its assignees may establish.

Delays or failure of Contractor to perform this contract in accordance with its terms shall be excused for reasons of strike, fire, flood, act of God, inability to obtain material, or any causes beyond the control of the Contractor whether the same or different from those enumerated above.

Any alterations or extras requested by the Owner(s) shall be reduced to writing and signed by Contractor and the Owner(s) and/or co-signer(s). Contractor and its subcontractor's workmen may not do any work or supply any material except as provided by this agreement and there are no promises, agreements or understandings not expressed in this contract.

ERNEST ALLEN, d/b/a KITCHEN GENTER,

Plaintiff,

VS.

NOLAN P. COOPER,

Defendant.

I IN THE GENERAL SESSIONS COURT

OF MOBILE COUNTY, ALABAMA

NO. 50.233

Comes now Nolan P. Ccoper, the Defendant in theabove styled cause, for the special purpose of filing the following plea separately in each count of the complaint in said cause and no other purpose:

1 .

The Defendant says that at the time said suit was instituted and at the time said cause of action arose he was a bona fide resident of the County of Baldwin, State of Alabama and has been for more than forty years next preceding the filing of this plea, and that the Seneral Sessions Court of Mobile County, Alabama, is without jurisdiction to try this suit.

Molan V. Caroper

STATE OF ALABAMA

BALDWIN COUNTY

Before me, , a Notary
Public, in and for said County in said Stall, personally appeared
Nolan P. Cooper, who having been by me first duly sworn, deposes
and says that he has read the foregoing plea in abatement and that
the facts stated therein are true.

Sworn to and subscribed before me on this the 374

day of June

The Defendant demands a trial by jury.

WILTERS FRANTLEY & NESBAT

AAT 18 1987

749

4/28/67

ALICE J. DUST. REGISTER

#### THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY

Case NO. 56233 Filed: April 11, 1967 Ernest Allen dba Kitchen Center Plaintiff April 18, 1967 Summons Issued: ٧S Returnable: May 31 July 26, 1967 6-15-67 Service Had: Nolan P. Cooper Defedant Cause of Action: Complaint & Summons Attorney for Plaintiff: Gibbons & Stokes Amount of Claim: 312.20 Attorney for Defendant: Wilters, Brantley &

7-26-67 Defendant's Plea Filed 6-28-67 9-20-67 - Notice of date of trial mailed to attorney

10-18-67 for hearing

10-4-67 Transfer to Bladwin County

I hereby certify that the foregoing is a true and correct copy of the above styled cause, as it appears on record and in the files of The Court of General Sessions of Mobile County, Alabama.

Witness my hand this the 17th day of October, 1967.

Clerk of The Court of General Sessions

of Mobile County, Alabama