

REYNOLDS BROTHERS LUMBER COMPANY, )  
INC., )

Plaintiff, )

vs. )

W. M. CAMPBELL, )

Defendant. )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 7863.

ANSWER:

Now comes the Defendant in the above styled cause and for answer to the complaint heretofore filed, says as follows:

1. Not guilty.

OWENS AND PATTON

By: 

Attorneys for Defendant.

Defendant demands a trial of  
this cause by Jury.

  
Attorneys for Defendant.

I, the undersigned, one of the Attorneys of record for the Defendant in the foregoing cause, do hereby certify that I have forwarded a copy of the foregoing answer to Chason, Stone & Chason, the Attorneys of Record for the Plaintiff, by placing a copy of the same in the United States Mail, properly addressed, with postage prepaid, this 18th day of December, 1967.

  
**FILED**

DEC 18 1967

645

ALICE J. DUCK

CLERK  
REGISTER

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO: ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. M. Campbell 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 Reynolds Brother Lumber Company, Inc.

Witness my hand this 22nd day of November, 1967.

Alice J. Luck  
Clerk

REYNOLDS BROTHERS LUMBER  
COMPANY, INC.,

Plaintiff,

vs.

W. M. CAMPBELL,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

7863

COUNT ONE:

The Plaintiff claims of the Defendant Five Thousand Two Hundred and Ninety-two Dollars (\$5,292.00) due by promissory note made by him on the 14th day of July, 1967 and payable on the 14th day of September, 1967, with interest thereon at the rate of six percent (6%) per annum from the 14th day of September, 1967.

The Plaintiff further alleges that in and by the terms of said promissory note the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure this

note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the additional sum of Seven Hundred and Eighty Dollars (\$780.00) as such reasonable attorney's fee.

The Plaintiff further alleges that in and by the terms of said promissory note the Defendant waived as to the debt evidenced thereby all rights of exemption under the Constitution and Laws of Alabama, as to personal property, and the Plaintiff further claims the benefit of such waiver.

Respectfully submitted,

CHASON, STONE & CHASON

By:

*John Earle Chason*  
Attorneys for Plaintiff

Defendant's Address:

Robertsdale, Alabama

**FILED**

NOV 24 1967

**ALICE J. DUCK** CLERK  
REGISTER

7863

Received 22 day of Nov. 1967  
and on 13 day of Dec 1967  
I served a copy of the within 84C  
on W.M. Campbell  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
Carlisle Chedden  
R. W. Gula

REYNOLDS BROTHERS LUMBER COMPANY,  
INC.,

Plaintiff,

vs.

W. M. CAMPBELL,

Defendant.

Sheriff claims 50 miles at  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff  
BY Carlisle Chedden  
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

FILED

NOV 22 1967

ALICE J. DUCK CLERK  
REGISTER  
CHASON, STONE & CHASON  
ATTORNEYS AT LAW  
P. O. Box 120  
BAY MINETTE, ALABAMA