NELSON RADIO & SUPPLY COMPANY, INC., A Corporation,

IN THE CIRCUIT COURT

Plaintiff,

\* MOBILE COUNTY, ALABAMA

LTGTHCTT

VS

\* AT LAW

C. H. MATTHEWS d/b/a
MATTHEWS FURNITURE COMPANY,\*

Defendant.

case no. 25640

#### COUNT ONE

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED SEVENTY THREE AND 46/100 (\$473.46) DOLLARS due by account on to-wit: the 30th day of April, 1968, which sum of money with the interest thereon is due and unpaid.

This suit is brought on an itemized, verified statement of account which will be introduced into evidence at the trial of this cause.

#### COUNT TWO

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 180 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

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#### COUNT THREE

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 210 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

#### COUNT FOUR

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 240 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

#### COUNT FIVE

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 270 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

#### COUNT SIX

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 300 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

#### COUNT SEVEN

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 330 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

#### COUNT EIGHT

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 360 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

#### COUNT NINE

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 390 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

#### COUNT TEN

The Plaintiff claims of the Defendant ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 420 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY THREE AND 33/100 (\$33.33) DOLLARS.

#### COUNT ELEVEN

The Plaintiff claims of the Defendant ONE HUNDRED THIRTEEN AND 30/100 (\$113.30) DOLLARS, due by promissory note made by him under seal on the 10th day of March, 1960, and payable 450 days after date, with interest thereon.

Plaintiff further avers that by the terms of said promissory note the Defendant waived all right of exemption under the Constitution and laws of the State of Alabama and further agreed to pay a reasonable attorney fee which attorney fee Plaintiff further claims in the amount of THIRTY SEVEN AND 77/100 (\$37.77) DOLLARS.

JOSEPH J. BOSWELL Attorney for Plaintiff

Defendant may be served:

Matthews Furniture Company Bay Minette, Alabama

STATE OF ALA, MOBILE CO. I CERTIFY THIS PLEADING WAS FILED QN

May 17 8 03 AH 268

Steeling and sell clerk

# THE STATE OF ALABAMA MOBILE COUNTY

To Any Sheriff of the State of Alabama:

### CIRCUIT COURT

| You are hereby commanded to summ   | ion   |
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TAYLOR WILKINS, SHERIFF OF BALDWIN

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No. 25640 - H
DOCKET
CIVIL DIVISION

CIRCUIT COURT

NELSON RADIO & SUPPLY COMPANY, INC., A Corporation

VS. Complaint and Summons

C. H. MATTHEWS d/b/a MATTHEWS FURNITURE COMPANY

Issued 17thday of May , 1968

Defendant's Address

Bay Minette, Alabama

JOSEPH J. BOSWELL

Plaintiff's Attorney

NELSON RADIO & SUPPLY COMPANY, INC., A CORPORATION

IN THE CIRCUIT COURT MOBILE COUNTY, ALABAMA

PLAINTIFF

AT LAW

VS

CASE NO. 25640

C. H. MATTHEWS d/b/a MATTHEWS FURNITURE COMPANY

DEFENDANT

PLEA IN ABATEMENT

Comes now the Defendant in the above styled cause by his attorney, Wilson Hayes, and makes his appearance in this cause specially and only for the purpose of making the following plea:

- 1. Plaintiff ought not to have and maintain the above styled cause for that Defendant is now and always has been a resident of Baldwin County, Alabama.
- 2. Plaintiff ought not to have and maintain his suit in this cause for that Defendant is not now and never has been a resident of Baldwin County, Alabama.
- 3. Plaintiff ought not to have and maintain his suit in the above styled cause for that Defendant resides in and has always resided in the city of Bay Minette, Alabama.

STATE OF ALABAMA BALDWIN COUNTY

Before me, the undersigned authority, personally appeared C. H. Matthews d/b/a Matthews Furniture Company, the Defendant in the above styled cause who, being known to me and being duly sworn deposes and says:

I have read the foregoing plea in its entirety and knows it to be true and without error.

L. H. Matthews

Sworn to and subscribed before me this the  $12^{t}$  day of 1968.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12 day of June 1961 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, with first class postage prepaid. STATE OF ALA. KOBILE CO. I CERTIFY THIS PLEADING WAS FILED ON WAS Notary Public, Jun 14 8 45 AM '68

and well

#### FRIDAY, JUNE 21, 1968

NELSON RADIO & SUPPLY COMPANY, INC., a Corp.

HOCKLANDER -vs- 25640

C.H. MATTHEWS, d/b/a MATHEWS FURNITURE COMPANY

PLEA IN ABATEMENT SUSTAINED, AND CASE ORDERED TRANSFERRED TO THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

This day in open Court came the parties by their attorneys, and defendant's Plea in Abatement filed June 14, 1968, to the complaint in this cause, coming on to be heard and being argued by counsel and understood by the Court;

It is ordered and adjudged by the Court that defeminant's said Plea in Abatement filed June 14, 1968 to the complaint in this cause be, and the same is hereby sustained, and Case ordered transferred to the Circuit Court of Baldwin County, Alabama.

Minute Book 37

Page 388

C.C. LAW-2M-7-59

# STATE OF ALABAMA, \ COUNTY OF MOBILE

#### IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

| I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby   |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
| certify that the foregoing is a full, true and correct copy of ORDER OF COURT  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| as rendered by the said Circuit Court on the 21st day of June , 19 68, in the cause  |  |  |  |  |  |  |  |  |  |
| entitled No. 25640 - NELSON RADIO & SUPPLY COMPANY, INC., a corporation  |  |  |  |  |  |  |  |  |  |
| , Plaintiff,   |  |  |  |  |  |  |  |  |  |
| _ versus _ C.H. MATTHEWS, d/b/a MATTHEWS FURNITURE COMPANY   |  |  |  |  |  |  |  |  |  |
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| Defendant, (Together With Line Cancel Vision William Vision Visio |  |  |  |  |  |  |  |  |  |
| Minute Book No. 37, Page No. 388.  |  |  |  |  |  |  |  |  |  |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office   |  |  |  |  |  |  |  |  |  |
| in the City of Mebile, Alabama, on this the 24th day of June , 19 68   |  |  |  |  |  |  |  |  |  |

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ATTEST:

Clerk, Circuit Court, Mobile County, Alabama.

C.C. LAV 34-5M-3-68.

## CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

| No. 25640  |                                     |        |       | COMPANY, INC., a Corpo<br>VS.<br>a MATTHEWS FURNITURE (   |  |                    |                | Plaintif     |
|--|-------------------------------------|--------|-------|---|--|--------------------|----------------|--------------|
| (Act No. 740, Reg. Session Ala. Le<br>Appvd. Sept. 20, 1957)<br>(Amend Sec. 2), Title 11, Code Ala. 19   | gislature 19                        | 957    |       | F G G S T (Act No. 571, (Amend Sec.   | . Reg. Ses.<br>34 and 100,   | Leg. 19<br>Title 1 | 955)<br>1. Cod | e Ala. 1940) |
| CLERK'S FEES   |                                     | Pltff. | Deft. | SHERIFF'S FEES  | VIII 4 VI | P                  | ltff.          | Deft.        |
| Suits for \$100 or less  Suits for over \$100 but less than \$1,000  Suits for \$1,000 and over  Suits in detinue, ejectment, etc.  Suits not otherwise provided  Writs, Mandamus, Prohibition, etc.  Appeals from Court General Sessions  Appeals from Probate Court  Appeals from JP Courts  Appeals from State Dept of Pub. Safety, and other State | 10.00 20.00 10.00 15.00 15.00 20.00 | 10 00  |       | Serving Summons & Complaint  Serving Writ of Garnishment  Serving Sci FaNotices  Levying Attachment & Return  Executing Writ Possession  Seizing personal property under  Writ of Detinue  Serving subpoenas, each  Impanelling Jury  Taking & Approving Bond  Collecting Costs Execution  Serving Contempt Writ  Making Deed for Property sold  Commission, collecting money on executions, 1st \$200 5%; \$200 to \$500 4%; over \$500 3% | 1.50 1.50 6.25 5.00 6.00 75 75 1.50 1.50 1.50 2.50   |                    | 50             |              |
| Agencies  Workmen's Compensation Settle.  Garnishment on Judgment  Order of Sale, Motions to sell.  Recording executions from State  Agencies  Cert. Copy of Record - per  100 words   | 6.00<br>6.00                        | 80     |       | Total   | \$   |                    | 50             |              |
| Taking Appeal Bond  Record for Supreme Court etc.,  per 100 words  Add'l Copies of Record for Supreme Court, per 100 words  Checking - including Reporters Transcript of Evidence  | 05                                  |        |       | Clerk  Sheriff  Inferior Civil Court  Justice Peace fees  Witness fees  Commissioner's fees   |  | 10                 | <b>50</b>      |              |

Certificate of Judgment

Judgment \_\_\_\_

10% Damages .....

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Certifying Abstract in lieu of

Collecting Money on Judgments over 30 days old, ½ the per-

Transcript on Appeal

centage allowed Sheriffs \_\_\_\_\_\$

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