

NELSON RADIO & SUPPLY
COMPANY, INC., A Corpor-
ation,

Plaintiff,

VS

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

Defendant.

* IN THE CIRCUIT COURT
* MOBILE COUNTY, ALABAMA

* AT LAW

* 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.

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 ON

MAY 17 8 03 AM '68


CLERK

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THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

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

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of

NELSON RADIO & SUPPLY COMPANY, INC., A Corporation

WITNESS: John E. Mandeville, Clerk of said Court, this 17th day of May, 1968

Attest: John E. Mandeville
Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____

by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

ALABAMA SHERIFF DEPT.
MOBILE COUNTY, ALA.

MAY 22 4 40 PM '68

BY _____

No. 25640 - H

JUDGE _____ DOCKET

CIVIL DIVISION

CIRCUIT COURT
MOBILE COUNTY

NELSON RADIO & SUPPLY COMPANY,
INC., A Corporation

VS. } Complaint and Summons

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

Issued 17th day of May, 1968

Defendant's Address

Bay Minette, Alabama

JOSEPH J. BOSWELL

Plaintiff's Attorney

Received 22 day of May 1968

and on 22 day of May 1968

served a copy of the within etc

on C. H. Matthews

by service on _____

TAYLOR WILKINS, Sheriff

By W. A. Selbert

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TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING 1 PROCESS(ES) AND

TRAVEL EXPENSE ON EACH OF \$ 50

PROCEEDING A TOTAL OF \$ 50

NELSON RADIO & SUPPLY
COMPANY, INC., A
CORPORATION

PLAINTIFF

VS

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

DEFENDANT

IN THE CIRCUIT COURT
MOBILE COUNTY, ALABAMA

AT LAW

CASE NO. 25640 *H*

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.

Wilson Hayes
Attorney for Defendant

C. H. Matthews
Defendant

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.

C. H. Matthews
C. H. Matthews

June Sworn to and subscribed before me this the 12th day of June, 1968.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12th day of June, 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, with first class postage prepaid.

Wilson Hayes

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

Notary Public, *Hayes*

JUN 14 8 45 AM '68

Phil Marshall
CLERK

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 defendant'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

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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

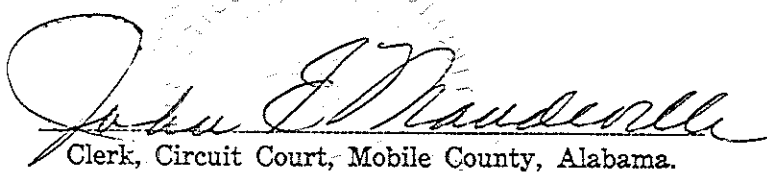
_____, Plaintiff,
— versus — C.H. MATTHEWS, d/b/a MATTHEWS FURNITURE COMPANY

Defendant, (~~together with the cancellation thereof~~), as the same remains of record in this office in
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 Mobile, Alabama, on this the 24th day of June, 19 68.

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ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

No. 25640 NELSON RADIO & SUPPLY COMPANY, INC., a Corporation Plaintiff
vs.
C.H. MATTHEWS, d/b/a MATTHEWS FURNITURE COMPANY Defendant

(Act No. 740, Reg. Session Ala. Legislature 1957
Appvd. Sept. 20, 1957)
(Amend Sec. 21, Title 11, Code Ala. 1940)

BILL OF COST

(Act No. 571, Reg. Ses. Leg. 1955)
(Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

[illegible]

I respectfully beg to advise that if this bill for costs is not paid before _____ 19_____, it will be my unpleasant duty to issue execution for same.

JOHN E. MANDEVILLE, Clerk