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HATTIE FLOWERS BROOKS
AS ADMINISTRATRIX OF THE
ESTATE OF CECIL LEROY FLOWERS, JR.
DECEASED,

Plaintiff,

vs.

JACK LAIDLAW,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

O R D E R

The defendant herein having, within the time provided by law, filed his petition for removal of this cause to the District Court of the United States for the Southern District of Alabama, Southern Division, at Mobile, Alabama, and having at the same time offered his bond in the sum of \$500.00 with Standard Accident Insurance Company, good and sufficient surety, pursuant to the statute and conditioned according to law;

NOW, THEREFORE, this Court does hereby accept and approve said bond and accepts said petition and does order that this cause be removed for trial to the District Court of the United States for the Southern District of Alabama, Southern Division, pursuant to the statute of the United States, and that all proceedings of this court be stayed and the Clerk is hereby directed to make up a certified copy of the record in said cause for transmission to the District Court forthwith

DATED this 24th day of June, 1944.

J. W. Hare
Judge

HATTIE FLOWERS BROOKS
AS ADMINISTRATRIX OF THE
ESTATE OF CECIL LEROY FLOWERS, JR.
DECEASED,

Plaintiff,

vs.

JACK LAIDLAW,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

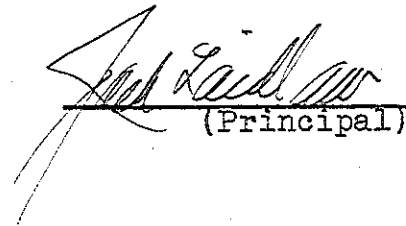
BOND

KNOW ALL MEN BY THESE PRESENTS THAT Jack Laidlaw, a
resident and citizen of the State of Florida, as principal, and
Standard Accident Insurance Company, of Detroit, Michigan,
as surety, are held and firmly bound unto Hattie Flowers Brooks, as
administratrix of the Estate of Cecil Leroy Flowers, Jr., deceased,
plaintiff in the above-styled cause, in the sum of Five Hundred
(\$500.00) Dollars, for the payment of which well and truly to be made
we bind ourselves, our successors and assigns, jointly and severally,
firmly by these presents.

THE CONDITION of the above obligation is such that, when
as the said Jack Laidlaw has filed his petition in this court for the
removal of said above-entitled cause to the District Court of the
United States for the Southern District of Alabama, Southern Division
at Mobile, Alabama, now if the said Jack Laidlaw shall enter in said
District Court of the United States, at Mobile, Alabama, within thirty
days after filing said petition, a copy of the record in said suit,

and shall well and truly pay all costs that may be awarded by the District Court of the United States if said Court shall hold that said suit was wrongfully or improperly removed thereto, then this obligation shall be void; otherwise, to remain in full force and effect.

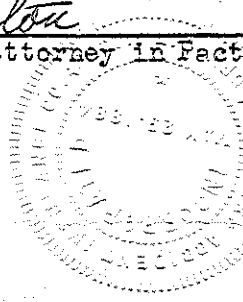
WITNESS our hands this 16th day of June, 1944.


(Principal)

(SEAL)

STANDARD ACCIDENT INSURANCE COMPANY

BY: 
(Surety) Attorney in Fact



POWER OF ATTORNEY

**Standard
Accident Insurance Company**

DETROIT, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY by L. K. KIRK its Vice-President in pursuance of authority granted by Section 10A of the By-Laws of said Company, which reads as follows:

"The President, or any Vice-President, shall have power and authority to appoint resident Vice-Presidents, resident Assistant Secretaries and Attorneys-in-fact and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

does hereby nominate, constitute and appoint B. F. Adams, Jr., W. C. Robertson, M. T. Sprague, and E. S. Hamilton, all of the City of Mobile, State of Alabama,

its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds and undertakings of suretyship in penalties not exceeding Five Hundred Thousand (\$500,000.00) Dollars each, required to be given pursuant to any Statute, Order or Decree of any Court in the State of Alabama or in the United States District Court for said State, or in Bankruptcy Proceedings, under the Bankruptcy Act of the United States on behalf of Administrators, Executors, Guardians, Conservators, Committees of Incompetents, Trustees, Receivers, Assignees, and Commissioners for the sale of Property in qualifying as such either by appointment or election.

Any and all other bonds and undertakings, except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages, in penalties not exceeding one Hundred Thousand (\$100,000.) Dollars each, in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings not exceeding One Hundred Thousand (\$100,000.) Dollars, each as aforesaid, required or permitted in all actions or proceedings, or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by any one of the said B. F. Adams, Jr., W. C. Robertson, M. T. Sprague, or E. S. Hamilton, individually, as occasion may require.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and Purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Detroit, State of Michigan, in their own proper persons.

IN WITNESS WHEREOF, the said STANDARD ACCIDENT INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its Corporate Seal to be affixed thereto this 24th day of October 1943.

Standard Accident Insurance Company

by L. K. KIRK Vice-President.

STATE OF MICHIGAN, }
COUNTY OF WAYNE } ss.

On this 24th day of October A. D. 1943 before the subscriber a Notary Public of the State of Michigan, in and for the County of Wayne, duly commissioned and qualified came

L. K. KIRK Vice-President of the STANDARD ACCIDENT INSURANCE COMPANY, to be personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature of officer was duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation and that Section 10A of the by laws of said Company referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Detroit, the day and year first above written.

Ruth Conlon
My Commission Expires June 10, 1947. Notary Public.

I, Harry F. Winter, Assistant Secretary of the Standard Accident Insurance Company, hereby certify that the foregoing is a true and correct copy of Power of Attorney issued on behalf of B. F. Adams, Jr., W. C. Robertson, M. T. Sprague and E. S. Hamilton, and that same is still in force.

SUBSCRIBED AND SWORN TO BEFORE
me this 16 day of June 1944
Ruth Conlon
My Commission Expires June 10, 1947.

Harry F. Winter
Assistant Secretary.

HATTIE FLOWERS BROOKS
AS ADMINISTRATRIX OF THE
ESTATE OF CECIL LEROY FLOWERS, JR.
DECEASED,

Plaintiff

vs.

JACK LAIDLAW

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Comes now your petitioner Jack Laidlaw, the defendant
in the above-styled cause, and shows unto this honorable Court:

ONE

That the plaintiff in this suit was, at the time of the
commencement of the suit, and ever since has been and now is, a
resident and citizen of the State of Alabama. At the time of the
commencement of this suit and ever since, your petitioner Jack Laidlaw
was, and he still is, a non-resident of the State of Alabama and a
resident and citizen of the State of Florida. That the amount in
controversy in the above-entitled cause exceeds the sum of \$3,000.00
exclusive of costs and interest, and that the suit, as to your peti-
tioner and the plaintiff, was, at the time of filing and still is, a
controversy wholly between citizens of different States.

TWO

That the time within which the said defendant is required
by the laws of the State of Alabama and the rules and practice of the
Circuit Court of Baldwin County, Alabama, to answer or plead in said
suit has not yet expired.

THREE

Your petitioner makes and files herewith a bond in the sum of Five Hundred (\$500.00) Dollars for entering in the District Court of the United States for the Southern District of Alabama, Southern Division, within thirty days from the date of filing this petition, a copy of the record in this suit and for paying all costs that may be awarded by the said District Court of the United States if it shall hold that this suit was wrongfully or improperly removed thereto.

WHEREFORE, your petitioner prays that this honorable Court will proceed no further herein except to accept this petition and the said bond and to make an order of removal, as is required by law, and to cause the record herein to be filed in the District Court of the United States for the Southern District of Alabama, Southern Division, at Mobile, Alabama, in which said District the County of Baldwin and State of Alabama, is embraced.

CB Aundace
Smith, Hard & Aundace
Attorneys for petitioner

John L. Aundace

STATE OF FLORIDA

ESCAMBIA COUNTY

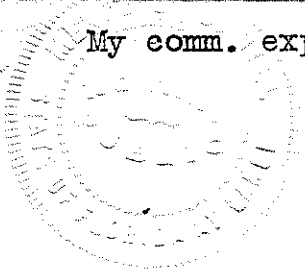
Before me, the undersigned authority in and for said State and County, personally appeared Jack Laidlaw, who, upon being first duly sworn, on oath deposes and says that he is the defendant in the above-styled cause and the petitioner in the foregoing petition that he has personal knowledge of the statements contained in the said petition and that they are true.

Jack Laidlaw

Sworn to and subscribed before
me this 15th day of June, 1944.

Mercedes J. Hill
Notary Public for the State
of Florida at large.

My comm. exp. 4/9/47



HATTIE FLOWERS BROOKS
AS ADMINISTRATRIX OF THE
ESTATE OF CECIL LEROY FLOWERS, JR.
DECEASED,

Plaintiff,

vs.

JACK LAIDLAW,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

NOTICE

TO - MESSRS. BEEBE & HALL, ATTORNEYS OF RECORD FOR THE
PLAINTIFF IN THE ABOVE STYLED CAUSE:

Please take notice that Jack Laidlaw, the defendant in
this cause, intends to and will, on the 23rd day of June, 1944,
file in the Circuit Court of Baldwin County, Alabama, a petition and
bond in the form hereto attached for the removal of said cause to the
District Court of the United States for the Southern District of
Alabama, Southern Division, and upon the filing of said petition and
bond, the defendant will as soon thereafter as counsel may be heard, n
the said Court for an order of removal of this cause to the said Distr
Court of the United States for the Southern District of Alabama,
Southern Division.

DATED this 16th day of June, 1944.

C. B. Randall
Smith, Hand & Randall
Attorneys for Defendant

Service of a true copy of the foregoing notice,
together with a copy of the petition and bond therein mentioned,
is hereby acknowledged this 21 day of June, 1944.

Burton Lee
by Hurlaap
Attorneys for Plaintiff

STATE OF ALABAMA
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon JACK LAIDLAW, 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 the same, then and there to answer the complaint of HATTIE FLOWERS BROOKS, as Administratrix of the Estate of Cecil Leroy Flowers, Jr., deceased.

Witness my hand this the 12 day of June, 1944.

R. Luck
Clerk.

HATTIE FLOWERS BROOKS
AS ADMINISTRATRIX OF THE
ESTATE OF CECIL LEROY FLOWERS, JR.
DECEASED,

PLAINTIFF

VS

JACK LAIDLAW

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

ONE.

The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore on, to-wit, the 4th day of May, 1944, the Defendant so negligently operated an automobile on or along the "Old Spanish Trail" a public highway in Baldwin County, Alabama, at a point approximately two miles East of Robertsedale, in Baldwin County, Alabama, that said automobile was driven into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years of age, and as a proximate result thereof the Plaintiff's intestate the said Cecil Leroy Flowers, Jr., was seriously injured and, as a proximate consequence thereof, died.

Plaintiff avers that the said injuries to and death of the Plaintiff's intestate, the said Cecil Leroy Flowers, Jr., a minor six years of age, were

proximately caused by the negligence of the Defendant in so operating said automobile along said highway at said point.

TWO.

The Plaintiff claims of the Defendant the sum of FIFTEEN THOUSAND DOLLARS as damages for that heretofore on, to-wit, the 4th day of May, 1944, at a point approximately two miles east of Robertsdale, in Baldwin County, Alabama, on the "Old Spanish Trail", a public highway, the Defendant negligently drove an automobile into or against the Plaintiff's intestate Cecil Leroy Flowers Jr., a minor six years old, and by reason thereof and as a proximate result and consequence thereof the Plaintiff's intestate, the said Cecil Leroy Flowers, Jr. was seriously injured and died, for all of which she claims damages as aforesaid hence this suit.

THREE.

The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore on, to-wit, the 4th day of May, 1944, the Defendant so negligently operated an automobile on or along the "Old Spanish Trail" at a point approximately two miles East of Robertsdale in Baldwin County, Alabama, that the said automobile was driven into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years old, and as a proximate result the said Cecil Leroy Flowers was killed.

Plaintiff avers that the death of the Plaintiff's intestate Cecil Leroy Flowers, Jr., a minor six years old, was proximately caused by the negligence of the Defendant in so operating said automobile along said highway at said point.

FOUR.

The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore on to-wit the 4th day of May, 1944, the Defendant willfully, wantonly or intentionally drove an automobile which he was then and there operating, on or along the "Old Spanish Trail" a public highway at a point approximately two miles East of Robertsdale, in Baldwin County, Alabama, into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years old.

and as a proximate result the said Cecil Leroy Flowers, Jr., was seriously injured and died.

Plaintiff avers that the death of the Plaintiff's intestate Cecil Leroy Flowers, Jr., a minor six years old, was caused by the Defendant willfully, wantonly, or intentionally driving said automobile into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr.

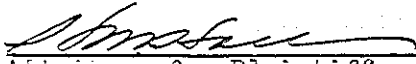
FIVE.

The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore on, to-wit, the 4th day of May, 1944, the Defendant wantonly, willfully, or intentionally injured the Plaintiff's intestate Cecil Leroy Flowers, Jr., a minor six years old, by causing an automobile, which the Defendant was then and there operating, along the "Old Spanish Trail" a public highway, at a point approximately two miles East of Robertsedale, in Baldwin County, Alabama, to run over or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years old, and as a proximate consequence and result thereof, the said Cecil Leroy Flowers, Jr., was killed.

SIX,

The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore, on, to-wit, the 4 the day of May, 1944, the Defendant while operating an automobile on or along the "Old Spanish Trail" a public highway, at a point two miles, approximately, East of Robertsedale, in Baldwin County, Alabama, did willfully, wantonly and intentionally drive said automobile into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years old, and by reason thereof, and as a proximate consequence thereof, the Plaintiff's intestate, Cecil Leroy Flowers, Jr., was killed.

BEEBE & HALL

BY 
Attorneys for Plaintiff.

The Plaintiff demands a trial by jury.



BEEBE & HALL
LAWYERS
BAY MINETTE, ALABAMA

filed
6-1-44
R.S. Black
Reg-

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STATE OF ALABAMA
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon JACK LAIDLAW, 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 the same, then and there to answer the complaint of HATTIE FLOWERS BROOKS, as Administratrix of the Estate of Cecil Leroy Flowers, Jr., deceased.

Witness my hand this the 1st day of June, 1944.

Robertson
Clerk.

HATTIE FLOWERS BROOKS
AS ADMINISTRATRIX OF THE
ESTATE OF CECIL LEROY FLOWERS, JR.
DECEASED,

PLAINTIFF

VS

JACK LAIDLAW

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

ONE.

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Plaintiff avers that the said injuries to and death of the Plaintiff's intestate, the said Cecil Leroy Flowers, Jr., a minor six years of age, were

proximately caused by the negligence of the Defendant in so operating said automobile along said highway at said point.

TWO.

The Plaintiff claims of the Defendant the sum of FIFTEEN THOUSAND DOLLARS as damages for that heretofore on, to-wit, the 4th day of May, 1944, at a point approximately two miles east of Robertsdale, in Baldwin County, Alabama, on the "Old Spanish Trail", a public highway, the Defendant negligently drove an automobile into or against the Plaintiff's intestate Cecil Leroy Flowers, Jr., a minor six years old, and by reason thereof and as a proximate result and consequence thereof the Plaintiff's intestate, the said Cecil Leroy Flowers, Jr., was seriously injured and died, for all of which she claims damages as aforesaid, hence this suit.

THREE.

The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore on, to-wit, the 4th day of May, 1944, the Defendant so negligently operated an automobile on or along the "Old Spanish Trail" at a point approximately two miles East of Robertsdale in Baldwin County, Alabama, that the said automobile was driven into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years old, and as a proximate result the said Cecil Leroy Flowers was killed.

Plaintiff avers that the death of the Plaintiff's intestate Cecil Leroy Flowers, Jr., a minor six years old, was proximately caused by the negligence of the Defendant in so operating said automobile along said highway at said point.

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The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore on to-wit the 4th day of May, 1944, the Defendant willfully, wantonly or intentionally drove an automobile which he was then and there operating, on or along the "Old Spanish Trail", a public highway at a point approximately two miles East of Robertsdale, in Baldwin County, Alabama, into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years old,

and as a proximate result the said Cecil Leroy Flowers, Jr., was seriously injured and died.

Plaintiff avers that the death of the Plaintiff's intestate Cecil Leroy Flowers, Jr., a minor six years old, was caused by the Defendant willfully, wantonly, or intentionally driving said automobile into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr.

FIVE.

The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore on, to-wit, the 4th day of May, 1944, the Defendant wantonly, willfully, or intentionally injured the Plaintiff's intestate Cecil Leroy Flowers, Jr., a minor six years old, by causing an automobile, which the Defendant was then and there operating, along the "Old Spanish Trail" a public highway, at a point approximately two miles East of Robertsedale, in Baldwin County, Alabama, to run over or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years old, and as a proximate consequence and result thereof, the said Cecil Leroy Flowers, Jr., was killed.

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The Plaintiff claims of the Defendant FIFTEEN THOUSAND DOLLARS as damages for that heretofore, on, to-wit, the 4th day of May, 1944, the Defendant while operating an automobile on or along the "Old Spanish Trail" a public highway, at a point two miles, approximately, East of Robertsedale, in Baldwin County, Alabama, did willfully, wantonly and intentionally drive said automobile into or against the Plaintiff's intestate, Cecil Leroy Flowers, Jr., a minor six years old, and by reason thereof, and as a proximate consequence thereof, the Plaintiff's intestate, Cecil Leroy Flowers, Jr., was killed.

BEEBE & HALL

BY *Shirley*

Attorneys for Plaintiff.

The Plaintiff demands a trial by jury.

Boyl

BEEBE & HALL
LAWYERS
BAY MINETTE, ALABAMA

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