

ELMER E. WOLFE, JR., : IN THE CIRCUIT COURT
Plaintiff, : OF
Vs. : BALDWIN COUNTY, ALABAMA.
JOSEPH COLBERT CLEMMONS, : AT LAW.
Defendant. : NO. 1331

COUNT I

The plaintiff claims of the defendant, to-wit, Twenty-Five Hundred (\$2500.00) Dollars as damages for that on, to-wit, the 13th day of March 1949, the defendant wilfully or wantonly drove an automobile which he was operating on and along U. S. Highway 90, at a point about 150 feet West of the intersection of U. S. Highway 90 and U. S. Highway 31, in the County of Baldwin, State of Alabama, into, upon, over, or against an automobile of the plaintiff which was being operated at said time and place by the plaintiff and in which said automobile the wife of the plaintiff was riding at said time and place, and as a proximate consequence and result of such wilfulness and wantonness of the defendant at said time and place, the plaintiff received severe personal injuries in this, to-wit: a rib was broken, he was made sick, sore and lame, he was bruised and lacerated; he suffered and continues to suffer great mental anguish and physical pain, and he incurred large expense by way of doctors bills and medicines in and about curing his said personal injuries; and plaintiff further avers that as a proximate result of said wilfulness or wantonness of the defendant at said time and place his said wife, Irene Wolfe, received personal injuries in this; she received abrasions and bruises and cuts on or near the center of her forehead and nose and she was otherwise made sick, sore and lame, and the plaintiff incurred doctor bills and medical expenses in and about treating said injuries of his said wife, he suffered loss of the services and consortium of his said wife for a long period of time and plaintiff further avers that as a proximate result of said wilfulness or wantonness of the

defendant at said time and place an automobile of the plaintiff was badly bent, broken and otherwise damaged and it was necessary for him to incur expense in and about the repair and towing of the same; for all of which said injuries and damages the plaintiff claims damages as aforesaid; hence this suit.

COUNT II

The plaintiff claims of the defendant, to-wit, Twenty-Five Hundred (\$2500.00) Dollars as damages for that on, to-wit, the 13th day of March 1949, the defendant so negligently drove an automobile which he was operating on and along U. S. Highway 90, at a point about 150 feet West of the intersection of U. S. Highway 90 and U. S. Highway 31, in the County of Baldwin, State of Alabama, as to cause the same to run into, upon, over or against an automobile of the plaintiff which was being operated at said time and place by the plaintiff and in which said automobile the wife of the plaintiff was riding at said time and place, and as a proximate consequence and result of such negligence on the part of the defendant at said time and place, the plaintiff received severe personal injuries in this, to-wit; a rib was broken, he was made sick, sore and lame, he was bruised and lacerated; he suffered and continues to suffer great mental anguish and physical pain, and he incurred large expense by way of doctor bills and medicines in and about curing his said personal injuries; and plaintiff further avers that as a proximate result of said negligence on the part of the defendant at said time and place his said wife, Irene Wolfe, received personal injuries in this; she received abrasions and bruises and cuts on or near the center of her forehead and nose and she was otherwise made sick, sore and lame, and the plaintiff incurred doctor bills and medical expenses in and about treating said injuries of his said wife, he suffered loss of the services and consortium of his said wife for a long period of time and plaintiff further avers that as a proximate result of said negligence on the part of defendant at said time and place and

3.

place an automobile of the plaintiff was badly bent, broken and otherwise damaged and it was necessary for him to incur expense in and about the repair and towing of the same; for all of which said injuries and damages the plaintiff claims damages as aforesaid; hence this suit.


Attorney for plaintiff

Defendant's address:
Summerdale, Alabama

Alexander Foreman, Jr.,
207 First National Bank Bldg.,
Mobile 13, Alabama

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA,
Baldwin County

CIRCUIT COURT, July Term, 1949

ELMER E. WOLFE JR.

Plaintiff

Vs.

JOSEPH COLBERT CLEMONS

Defendant

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 15th day of July, 1949,

a Judgment was rendered by said Court in the above stated cause, wherein

Elmer E. Wolfe Jr.

was Plaintiff and

Joseph Colbert Clemmons was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of \$1500.00

DOLLARS

and for the sum of \$10.15 DOLLARS,

the costs in said suit, and that Alexander Foreman Jr.

are the Attorneys of record for the Plaintiff
in said cause.

Witness my hand this 15th day of July, 1949.

Alice J. Duck
Clerk, Circuit Court, Baldwin County, Alabama.

CERTIFICATE OF JUDGMENT

ELMER E. WOLFE JR.

Plaintiff

Vs.

JOSEPH COLBERT CLEMONS

Defendant

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

No.-----

-----TERM, 194-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Joseph Colbert Clemmons

to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against-----

Joseph Clemmons, Defendant....

by-----

Elmer E. Wolfe, Jr Plaintiff....

Witness my hand this 11th day of April 19449

Dee J. Luck, Clerk

Original

No. 1331 Page _____

THE STATE of ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Elmer B. Wolfe, Jr Plaintiffs

vs.

Joseph Colbert Clemmons

Defendants

SUMMONS and COMPLAINT

Filed 4-11, 1949

Clerk

FILED
APR 11 1949
ALICE J. DUCK, Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co., Bay Minette, Ala.

4-26

Defendant lives at

Summerville

RECEIVED IN OFFICE

April 12, 1949

Taylor Wilkins Sheriff

I have executed this summons

this 4-26 1949
by leaving a copy with

Joseph Colbert Clemmons

Taylor Wilkins Sheriff

Colleigh Steadman Deputy Sheriff

ALEXANDER FOREMAN, JR.
ATTORNEY AT LAW
207 FIRST NATIONAL BANK BUILDING
MOBILE 13, ALABAMA

April 9, 1949

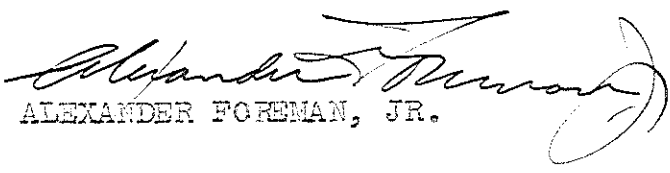
Clerk, Circuit Court, Baldwin County
Bay Minette, Alabama

Re: Elmer E. Wolfe, Jr. vs.

Dear Sir: Joseph C. Clemmons

Enclosed herewith you will please find, in duplicate,
the complaint of Elmer E. Wolfe, Jr. vs. Joseph C. Clemmons,
and also the complaint, in duplicate, of Irene Wolfe vs. Joseph
C. Clemmons, which I shall appreciate your causing to be filed.

Yours very truly,


ALEXANDER FOREMAN, JR.

AF/gw
Encl.

STATE OF ALABAMA :

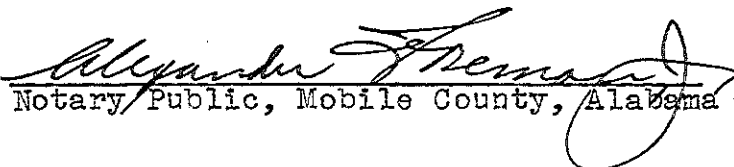
COUNTY OF MOBILE :

Before me, the undersigned authority, personally appeared Elmer E. Wolfe, Jr., who being by me first duly sworn, on oath deposes and says as follows:

That he knows Joseph Colbert Clemmons, who is the defendant in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, At Law, entitled Irene Wolfe vs. Joseph Colbert Clemmons; that the said Joseph Colbert Clemmons is not in the Armed Services of the United States of America as contemplated by the Soldiers and Sailors Relief Act, as the said Joseph Colbert Clemmons is a farmer who lives at Summerdale, Alabama.



Subscribed and sworn to before me,
this 13th day of July, 1949.



Notary Public, Mobile County, Alabama

1331

Section 3. Case
Section 4. Survey

Section 5. The undersigned and others, as parties to the

Section 6. The undersigned and others, as parties to the

Section 7. The undersigned and others, as parties to the

Section 8. The undersigned and others, as parties to the

Section 9. The undersigned and others, as parties to the

Section 10. The undersigned and others, as parties to the

Section 11. The undersigned and others, as parties to the

Section 12. The undersigned and others, as parties to the

Section 13. The undersigned and others, as parties to the

Section 14. The undersigned and others, as parties to the

Section 15. The undersigned and others, as parties to the

Section 16. The undersigned and others, as parties to the