

MOBILE, ALA., ~~MAY~~ June 14, 1950 ~~194X~~

-----Six Months-----

AFTER DATE, WITHOUT GRACE I PROMISE TO PAY TO

THE ORDER OF MAY SUPPLY COMPANY

\$ 1,184.32

-----ELEVEN HUNDRED EIGHTY FOUR AND 32/100----- DOLLARS

FOR VALUE RECEIVED, PAYABLE AT The Merchants National Bank of Mobile, Ala.

THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY, OR GUARANTOR, EACH FOR HIMSELF, SEVERALLY AGREES: (A) TO PAY THIS NOTE, (B) TO PAY INTEREST THEREON AT THE RATE OF EIGHT PER CENTUM PER ANNUM, UNLESS OTHERWISE EXPRESSLY STIPULATED HEREIN, AND THAT SUCH INTEREST MAY BE COLLECTED BY THE PAYEE OR OWNER OF THE NOTE DISCOUNTING THE SAME, OR, IF THE NOTE SHOWS ON ITS FACE THAT IT BEARS INTEREST, BY THE OWNER THEREOF COLLECTING THE INTEREST AT ITS MATURITY; (C) THAT, IN ALL EVENTS, THIS NOTE, FROM THE DATE OF ITS MATURITY, SHALL BEAR INTEREST AT THE RATE OF EIGHT PER CENTUM PER ANNUM UNTIL PAID. EACH OF SAID PARTIES WAIVES, AS TO THIS DEBT, ALL RIGHT OF EXEMPTION UNDER THE CONSTITUTION AND LAWS OF ALABAMA, OR ANY OTHER STATE, AND THEY EACH SEVERALLY AGREE TO PAY ALL COSTS OF COLLECTING OR SECURING, OR ATTEMPTING TO COLLECT OR SECURE, THIS NOTE, INCLUDING A REASONABLE ATTORNEY'S FEE, WHETHER THE SAME BE COLLECTED OR SECURED BY SUIT OR OTHERWISE, AND THE MAKER, ENDORSER, SURETY, OR GUARANTOR OF THIS NOTE SEVERALLY WAIVES DEMAND, PRESENTMENT, PROTEST, NOTICE OF PROTEST, SUIT, AND ALL OTHER REQUIREMENTS NECESSARY TO HOLD THEM.

W. J. Etheridge

DUE

FORM 226

THE UNDERSIGNED ENDORSERS EACH FOR HIMSELF HEREBY SEVERALLY AGREE: (A) TO PAY THIS NOTE; (B) TO PAY INTEREST THEREON AT THE RATE OF EIGHT PER CENTUM PER ANNUM, UNLESS OTHERWISE EXPRESSLY STIPULATED HEREIN, AND THAT SUCH INTEREST MAY BE COLLECTED BY THE PAYEE OR OWNER OF THE NOTE DISCOUNTING THE SAME, OR, IF THE NOTE SHOWS ON ITS FACE THAT IT BEARS INTEREST, BY THE OWNER THEREOF COLLECTING THE INTEREST AT ITS MATURITY; (C) THAT, IN ALL EVENTS, THIS NOTE, FROM THE DATE OF ITS MATURITY, SHALL BEAR INTEREST AT THE RATE OF EIGHT PER CENTUM PER ANNUM UNTIL PAID. EACH OF SAID PARTIES WAIVES, AS TO THIS DEBT, ALL RIGHT OF EXEMPTION UNDER THE CONSTITUTION AND LAWS OF ALABAMA, OR ANY OTHER STATE, AND THEY EACH SEVERALLY AGREE TO PAY ALL COSTS OF COLLECTING OR SECURING, OR ATTEMPTING TO COLLECT OR SECURE, THIS NOTE, INCLUDING A REASONABLE ATTORNEY'S FEE, WHETHER THE SAME BE COLLECTED OR SECURED BY SUIT OR OTHERWISE, AND THE MAKER, ENDORSER, SURETY, OR GUARANTOR OF THIS NOTE SEVERALLY WAIVES DEMAND, PRESENTMENT, PROTEST, NOTICE OF PROTEST, SUIT, AND ALL OTHER REQUIREMENTS NECESSARY TO HOLD THEM.

1692

OLIVER H. MAY, HENRY D. KINGSTON,
JOSEPH R. JONES, JR., and
JACOB NAYLOR, co-partners trading
under the firm name and style of
MAY SUPPLY COMPANY,

Plaintiffs,

-vs-

W. J. ETHERIDGE,


Defendant.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.
AT LAW.

CASE NO. 1692

Now come the plaintiffs above named, by A.S. Whiting, their attorney of record, and show unto the court that, as appears by the record in this cause, the defendant was duly served with process herein on August 16, 1951; that more than thirty (30) days has since elapsed and that no appearance nor pleas have been filed by the defendant.

WHEREFORE, the premises considered, plaintiffs pray for a judgment by default herein in favor of the plaintiffs and against the defendant for the principal sum of \$1,184.32 and \$125.00 interest, plus a reasonable attorney's fee of \$261.86, aggregating the sum of \$1,571.18, with waiver of exemption as to personal property. The original promissory note set out and described in Count One of the complaint herein is offered in evidence and is hereto annexed and made a part hereof.


Attorney For Plaintiffs.

RECORDED

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1692.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon W. J. Etheridge

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 _____

W. J. Etheridge, Defendant

by May Supply Co

_____, Plaintiff.....

Witness my hand this 10th day of August 1951

Amelia L. Gentry Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MAY SUPPLY COMPANY

Plaintiffs

vs.

W. J. ETHEBRIDGE

Defendants

SUMMONS and COMPLAINT

Filed 8-10-, 1951

Amie J. Leach Clerk

RECORDED

Plaintiff's Attorney

Defendant's Attorney

RECEIVED IN OFFICE

Aug. 10, 1951
Taylor Williams, Sheriff
I have executed this summons

this 8-10-, 1951
by leaving a copy with

W. J. Ethbridge

Taylor Williams Sheriff

Deputy Sheriff

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

No. _____

Oliver H. May, Henry D. Kingston,
Joseph R. Jones, Jr. and
Jacob Naylor, co-partners trading
under the firm name and style of
MAY SUPPLY COMPANY,

Plaintiffs,

vs.

W. J. Etheridge,

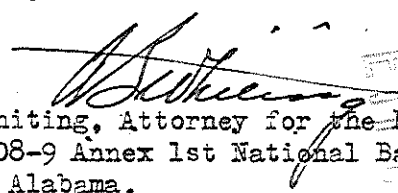
Defendant.

COUNT ONE.

The plaintiffs claim of the defendant the sum of One Thousand One Hundred Eighty-four Dollars and Thirty-two Cents (\$1184.32) due by the defendant to the plaintiffs by promissory note, bearing date June 14, 1950, made by the defendant payable to the order of the plaintiffs six (6) months after date thereof, which said sum, with the interest thereon, is still unpaid. And the plaintiffs aver that so far as the debt is concerned the defendant by said note waived all right of exemption of personal property under the Laws and Constitution of Alabama.

COUNT TWO.

The plaintiffs further claim of the defendant a reasonable attorney fee as provided by the note set out and described in Count One hereof, which the plaintiffs aver is the sum of \$261.86.


A. S. Whiting, Attorney for the Plaintiffs,
Suite 708-9 Annex 1st National Bank Bldg.,
Mobile, Alabama.

Note: The defendant is said to reside in Bay Minette, Alabama, and to have formerly been engaged in the plumbing business.

Note: The defendant is said to reside in Bay Minette, Alabama, and to have formerly been engaged in the pumping business.

Mobile, Alabama.
Suite 308-2 Annex 1st National Bank
A. S. Whitting, Attorney for the Plaintiff
FILED
AUG 14 1951
ALICE L. BUCK, Clerk

The plaintiff aver is the sum of \$201.82.
as provided by the note set out and described in Count One hereof, which
The plaintiff further claim of the defendant a reasonable attorney fee

COUNT TWO.

of Alabama.

Right of exemption of personal property under the laws and Constitution
so far as the debt is concerned the defendant by said note waived all
the interest thereon, is still unpaid. And the plaintiff aver that
plaintiff six (6) months after date thereof, which said sum, with
same 14, 1950, made by the defendant payable to the order of the
by the defendant to the plaintiff by promissory note, bearing date
One Hundred Eighty-four Dollars and Thirty-two Cents (\$184.32) due
The plaintiff claim of the defendant the sum of One Thousand

COUNT ONE.

Defendant.

M. J. Eberidge,

as.

Plaintiff.

NEW SUBSIX COMPANY,
under the firm name and style of
Jesse Taylor, co-defendants trading
Jesse E. Jones, Jr. and
Oliver H. New, Henry D. Kingston.

No. _____

IN THE CIRCUIT COURT OF BALTIMOR COUNTY, ALABAMA. AT LAW.

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
SUITE ~~602~~ ANNEX FIRST NATIONAL BANK BUILDING
702 MOBILE 6, ALABAMA

P. O. BOX 988

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

August 9th, 1951.


Hon. Alice J. Duck, Clerk,
Circuit Court,
Bay Minette, Alabama.

Dear Mrs. Duck:

Re: May Supply Company
vs.
W. J. Etheridge.

Enclosed please find complaint and copy in the above matter,
on which please have summons issued to the Sheriff for service on the
defendant, and oblige,

Yours truly,



enc.
W.

P. S. Please be so kind as to advise me of the date when service of
process has been perfected on the defendant.

no 1692

May Supply Co
vs

W. J. E. Thiridge

Promissory Note

Filed 8-10-51

OLIVER H. MAY, HENRY D. KINGSTON,
JOSEPH R. JONES, JR., and
JACOB NAYLOR, co-partners trading
under the firm name and style of
MAY SUPPLY COMPANY,

Plaintiffs,

-vs-

W. J. ETHERIDGE,

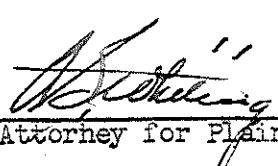
Defendant.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.
AT LAW.

CASE NO. 1692

Now come the plaintiffs above named, by A.S. Whiting, their
attorney of record, and show unto the court that, as appears by the
record in this cause, the defendant was duly served with process herein
on August 16, 1951; that more than thirty (30) days has since elapsed and
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WHEREFORE, the premises considered, plaintiffs pray for a
judgment by default herein in favor of the plaintiffs and against the
defendant for the principal sum of \$1,184.32 and \$125.00 interest, plus
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with waiver of exemption as to personal property. The original promissory
note set out and described in Count One of the complaint herein is offered
in evidence and is hereto annexed and made a part hereof.


Attorney for Plaintiffs.

1692

IN THE CIRCUIT COURT OF BAYVIEW

AMANDA YOUNG

VS

JOSEPH H. YOUNG, JR.

JOSEPH H. YOUNG, JR., and

YACOB YACOBSON, co-defendants

vs

STATE OF FLORIDA

vs

Defendants

that said defendant, J. A. Young, Jr., has been arrested and is now in the custody of the Sheriff of the County of Duval, Florida.

and that said defendant, J. A. Young, Jr., has been arrested and is now in the custody of the Sheriff of the County of Duval, Florida.

FILED
SEP 18 1951

ALICE J. DUCK, Clerk

and that said defendant, J. A. Young, Jr., has been arrested and is now in the custody of the Sheriff of the County of Duval, Florida.

and that said defendant, J. A. Young, Jr., has been arrested and is now in the custody of the Sheriff of the County of Duval, Florida.

and that said defendant, J. A. Young, Jr., has been arrested and is now in the custody of the Sheriff of the County of Duval, Florida.

WITNESSES TO THE FOREGOING

[Signature]