

A true copy of the Original,
WITNESS my hand and official seal
this NOV 28 1953

Langley Bell,
Clerk Circuit Court
By M. S. Shepherd D.C.

221
244
PAGE 244
STATE OF FLORIDA,
COUNTY OF ESCAMBIA.

KNOW ALL MEN BY THESE PRESENTS, that I, Olivia O. Pierson, in consideration of the sum of One Thousand One Hundred Eighty Three and 60/100 Dollars (\$1183.60) to me in hand paid, the receipt of which is hereby acknowledged, have bargained, sold, and conveyed, and hereby bargain, sell, and convey to The Citizens and Peoples National Bank of Pensacola, hereinafter called the Bank, its successors and assigns, forever, the following described motor vehicle(s), to-wit: 1951 Chevrolet Truck

Automobile, Motor No. JEA 1134653 Serial No. 8UWJ 4823, Title Certificate No. 3762926
together with all the parts, equipment, and accessories now attached to or connected with the same.

THIS INSTRUMENT is and is intended to be a mortgage to secure the payment of my one promissory note of even date herewith to the Bank for the sum of One Thousand One Hundred Eighty Three and 60/100 Dollars (\$1183.60), with interest at the rate of 6 per cent per annum from the maturity thereof until full payment, the said note being payable in installments as follows:

One installment of Seventy Nine and no/100 - Dollars (\$79.00) on the 24 day of April, 1953, and one monthly installment of Seventy Nine and no/100 - Dollars (\$79.00) on the same day of each successive month until the payment of the whole.

This mortgage shall also secure the payment as and when due of any note or notes given in renewal of any part of the indebtedness or interest thereon evidenced by the above described note.

And I covenant and agree to and with the Bank: (1) That I am the absolute owner of the property hereby mortgaged, together with all the parts, equipment, and accessories thereto; that the same is unencumbered and that there are no liens or claims against the same; that I will not remove or permit the same to be removed outside of Escambia County, Florida for more than 10 days without the written consent of the Bank; that I will keep the same, with all of its parts, equipment, and accessories in good and substantial repair and at my own cost and expense replace all parts and tires that may become broken or worn out, and that I will not, without the written consent of the Bank, sell, mortgage, pledge, or encumber the same nor purchase under retention of title contract any equipment or accessories to be attached to or used with the mortgaged property.

(2) That I will punctually pay the indebtedness secured hereby and the interest thereon in accordance with the terms of the above described note, or any renewal or renewals of any part of the same.

(3) That until the full payment of all indebtedness secured hereby, I will keep perfect the security intended hereby and will at my expense keep the property hereby mortgaged fully insured against loss or damage by fire, theft, or collision (Fifty Dollars (\$50.00) deductible clause permitted in collision insurance) in some insurance company acceptable to the Bank, policies to be kept lodged with the Bank and by their terms to make loss payable to the Bank as mortgagee, such insurance never to be less than the indebtedness secured hereby. In the event I fail to pay when due the premium for any of such insurance, the

Bank, at its option, may pay the same and the repayment of the same with interest at the rate of 6 per cent per annum shall be secured hereby. Should I fail to effect or maintain such insurance the Bank, at its option, may effect the same and the repayment to it of the cost of such insurance with interest on each item of cost from the date thereof at the rate of 6 per cent per annum shall be secured hereby. I will pay to the Bank on demand all sums paid by it for insurance or insurance premiums with the interest thereon.

(4) That I will not use or suffer the mortgaged property to be used in the transportation of intoxicating liquor nor in the transportation of passengers for hire nor in any manner in violation of law.

(5) In the event of the loss, damage, or destruction of the mortgaged property by accident, fire, theft, collision, or otherwise, there shall be no abatement of the indebtedness secured hereby, and I shall continue liable to pay the same.

(6) That in the event of my failure to pay any part of any indebtedness secured hereby as and when the same is due and payable, or upon my failure to effect or maintain insurance in accordance herewith or upon the breach of any other of my covenants herein, or in the event the mortgaged property, or any part of it is stolen or damaged by fire, collision or otherwise, then, at the option of the Bank, and without notice to me, all sums secured hereby shall become immediately due and payable anything in the above mentioned note or any renewal thereof to the contrary notwithstanding, and this mortgage shall be immediately foreclosable. The bringing of suit for foreclosure shall be sufficient notice to me that the Bank has declared all indebtedness secured hereby to be due and payable. In the event of suit to foreclose, I will bear and pay all costs thereof including a reasonable attorney's fee to the attorney of the plaintiff in such suit, and such costs and attorney's fees shall be and become a part of the mortgage indebtedness and the payment thereof shall be secured hereby.

(7) In the event of any suit to foreclosure this mortgage, the Bank, or its assigns, shall be entitled as of right and as a part of the security hereof to the appointment of a receiver of the mortgaged property without notice to me and such receiver shall have and exercise all the powers which may be given him by the court appointing. The compensation and costs of the receiver shall be deemed and taken to be a part of the costs of suit to foreclose, and the payment thereof by me shall be secured hereby.

(8) At any sale by any receiver or pursuant to any decree of foreclosure the Bank or its assigns may bid and buy as if a stranger hereto, and the proceeds of such sale after the payment of costs and attorney's fees shall be applied to the indebtedness secured hereby.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of March, 1953.

Signed, sealed, and delivered in the presence of:

Barbara Jean Tibbitts
Ada K. Sheppard

Olivia O. Pierson (SEAL)

STATE OF FLORIDA,
COUNTY OF ESCAMBIA.

Before me personally came Olivia O. Pierson to me well known and known to me to be the person of that name who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27 day of

March 1953

STATE OF ALABAMA, BALDWIN COUNTY
Filed 6-8-53 89 M
Recorded in type book 221 page 244
Payee's Privilege Tax
Ad. Death Pay. Tax
Mortgage Tax 1.80
Judge of Probate
By M. S. Shepherd

Notary Public, State of Florida at Large.

My Commission expires

IN RE CLAIM OF CITIZENS & PEOPLES
NATIONAL BANK OF PENSACOLA, FLORIDA

ALINE TAYLOR

PLAINTIFF

VS

OLIVIA PIERSON

DEFENDANT

THE CITIZENS & PEOPLES
NATIONAL BANK OF PENSACOLA,
FLORIDA,

CLAIMANT

Q

Q

Q

Q

Q

Q

Q

Q

Q

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 1978

Now comes the Plaintiff in the above styled cause and shows to the Court as follows:

That the Plaintiff brought this suit on an account and against the Defendant and caused a Writ of Attachment to be levied on the following described property, to-wit:

One 1951 Model Chevrolet 1½ ton truck, Motor Number JEA 1134653, 1953 tag No. 33 JK 506.

That the Claimant has made an affidavit that they own the legal title for a lien paramount to the right, title and interest of the Defendant Olivia O. Pierson in the above said property; that they have executed a bond in the amount of THREE THOUSAND (\$3000.00) DOLLARS payable to the Plaintiff, conditioned to have the above described property forthcoming for the satisfaction of the judgment or claim of the Plaintiff, if the said property be found liable therefor.

NOW, THEREFORE, to make up issue with this Claimant the Plaintiff says:

The following described property, to-wit:

One 1951 Model Chevrolet 1½ ton truck, Motor Number JEA 1134653 1953 tag No. 33JK 506,

is the property of Olivia O. Pierson and is subject to the Writ of Attachment which the Plaintiff has caused to be levied upon it. And is subject to the lien which the Plaintiff claims against it.

WILTERS & BRANTLEY

Attorney for the Plaintiff

1978

RECORDED
Jagley

U.S.

Purman

FILED

OCT 15 1953

ALICE J. DUCK, Clerk

\$1,183.60

PENSACOLA, FLA.

March 27

BARNEY AND

OLIVIA O. PIERSON

No.

30194

FOR VALUE RECEIVED THE UNDERSIGNED JOINTLY AND SEVERALLY PROMISE TO PAY TO THE ORDER OF

THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA

AT ITS OFFICE IN PENSACOLA, FLA.

the sum of One Thousand One Hundred Eighty Three and 60/100 ----- Dollars,

in installments with interest at 8% per annum, after maturity, payable in 15 installments, as follows: \$ 79.00
on the 24 day of April, 1953, and on the 24 day of each month thereafter, until June, 1954,

when the entire balance of the principal then unpaid shall become due and payable, and all costs of collection, including attorney's fee, if this note be placed in the hands of an attorney for collection, whether collection is made before or after suit.

It is agreed by the undersigned that failure to pay any installment in accordance with the foregoing schedule shall, at the option of the holder hereof, and without notice to the undersigned, render the whole amount and each installment thereof immediately due and payable, it being agreed that waiver of any default shall not operate to waive any subsequent default.

In the event that I/we shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 10 days, I/we promise to pay a "late charge" of five cents (5c) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

All persons now or hereafter becoming parties hereto hereby waive demand and protest and notice of non-payment demand and protest and agree that extensions as to any or all payments may be granted by any holder without notice to and without discharge of any maker or endorser. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, grantor, or any one of them.

1951 CHEV. TRUCK

Olivia O. Pierson (SEAL)

Barney Pierson (SEAL)
Route 1, Box 48, Cantonment, Fla.

Two M 12

09'EST'7 1947



82.50
1.10



STATE OF FLORIDA

ESCAMBIA COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, The Citizens and Peoples National Bank of Pensacola, a National Banking Institution, having its principal place of business in Pensacola, Florida, acting by and through J. F. Marques as its Vice-President, and the undersigned as surety, are held and firmly bound unto Alyne Taylor in the principal sum of Three Thousand Dollars (\$3,000.00) for the payment of which we do hereby, jointly and severally, firmly bind ourselves.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas the above bound The Citizens and Peoples National Bank of Pensacola, has filed in the Circuit Court of Baldwin County, Alabama, At Law, an affidavit under the Provisions of Title 7, Section 1168, et seq., of the Code of Alabama, 1940, claiming to own all of the legal title or a lien paramount to the right, title or interest of Olivia Pierson to the following described personal property, to-wit:

One (1) 1951 Chevrolet truck Motor number JEA 1134653, Serial number 8 UWJ 4823, together with all the parts, equipment and accesories now attached to or connected with the same.

in that certain cause wherein the above Alyne Taylor is the Plaintiff and the said Olivia Pierson is the Defendant and in which a Writ of Attachment was directed to the Sheriff of Baldwin County, Alabama, to attach and take into his possession the above described property as the property of the said Olivia Pierson.

NOW THEREFORE, if the said Bank shall have the above described property forthcoming for the satisfaction of the judgment or claim of the said Plaintiff, if said property be found liable therefor, and pay such cost and damages as may be recovered for the interposing of said claim for delay, then this obligation to be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said The Citizens and Peoples National Bank of Pensacola, has caused these presents to be executed by J. F. Marques as its Vice-President and its corporate seal to be hereto affixed on this the 3 day of October, 1953, and the undersigned has caused these presents to be executed by its duly authorized agent on said date and its seal to be hereto affixed.

The Citizens and Peoples National
Bank of Pensacola

By: J. F. Marques
As its Vice-President

UNITED STATES FIDELITY & GUARANTY COMPANY
(Surety)

By: James Redd
James Redd - Attorney in Fact

Countersigned For The STATE of ALABAMA
BY: James P. Walker
Resident Agent

Taken and approved this 7th
day of Oct 1953.

Taylor Walker - Sheriff

GENERAL POWER OF ATTORNEY

No. 66110

Know all Men by these Presents:

That the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Hunter Brown, Herbert Pfeiffer, Chester Hilliard, H. C. Sarra, G. C. Pfeiffer, Dave Johnson, James Redd, Martha S. McCall, Farrell Dearing, John A. Hoefflin, Eddie Bonifay and Frances Scherffius**

of the City of **Pensacola**, State of **Florida**
 its true and lawful attorney ~~8 xxxxxxxxxxxxxxxx~~

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~xxxxx~~ anyone of the said **Hunter Brown and the said Herbert Pfeiffer and the said Chester Hilliard and the said H. C. Sarra and the said G. C. Pfeiffer and the said Dave Johnson and the said James Redd and the said Martha S. McCall and the said Farrell Dearing and the said John A. Hoefflin and the said Eddie Bonifay and the said Frances Scherffius**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **20th** day of **August**, A. D. 19 **52**.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By J. D. Williams

Vice-President.

(SEAL)

(Signed)

Frieda Walter

Assistant Secretary.

STATE OF MARYLAND

BALTIMORE CITY.

ss:

On this **20th** day of **August**, A. D. 19 **52****J. D. Williams**

Vice-President of the UNITED STATES FIDELITY AND GUARANTY

COMPANY and **Frieda Walter**

Assistant Secretary of said Company, with both of

whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **J. D. Williams** and **Frieda Walter** were respectively

the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A. D. 19 **53**

(Seal)

(Signed)

Paul J. Werneth

Notary Public.

STATE OF MARYLAND

BALTIMORE CITY.

Sct.

I, **M. Luther Pittman**

Clerk of the Superior Court of Baltimore City, which Court is a

Court of Record, and has a seal, do hereby certify that

Paul J. Werneth

Esquire, before

whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **20th** day of **August**, A. D. 19 **52**

(SEAL)

(Signed)

M. Luther Pittman

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **G. P. Moore**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **Hunter Brown, Herbert Pfeiffer, Chester Hilliard, R. C. Sarra, G. C. Pfeiffer, Dave Johnson, James Redd, Martha S. McCall, Farrell Dearing, John A. Hoeftlin, Eddie Bonifay and Frances Scherffius** of **Pensacola, Florida**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present; and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **October 3, 1953**
(Date)



Assistant Secretary

R. L. KENDRICK

SHERIFF

ESCAMBIA COUNTY


PENSACOLA, FLORIDA

October 3, 1953

TO WHOM IT MAY CONCERN:

The Fisher-Brown Insurance Agency in Pensacola, Florida is a most reliable and reputable insurance company who represents the United States Fidelity and Guaranty Company in this community. Any bond executed by this agency for any amount would be honored by me without hesitation or question.

Very truly yours,


R. L. KENDRICK, Sheriff
Escambia County, Florida

VAB/11

RECORDED

ALYNE TAYLOR,

Plaintiff,

vs.

OLIVIA PIERSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

CLAIM BOND OF THE CITIZENS
AND PEOPLES NATIONAL BANK
OF PENSACOLA.

FILED

OCT 7 1953

ALICE J. DUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

STATE OF FLORIDA

ESCAMBIA COUNTY

Before me, KATE C. LANDRUM, a Notary Public, in and for said County in said State, personally appeared J. F. Marques, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is J. F. Marques and that he is over the age of twenty-one years and a resident citizen of Pensacola, Escambia County, Florida. That he is vice-president of The Citizens and Peoples National Bank of Pensacola, Florida, a national banking institution, whose principle place of business is Pensacola, Escambia County, Florida, and that he is authorized as such to make this affidavit. That the said Bank claims to own the legal title or a lien paramount to the right, title and interest of Olivia O. Pierson to the following described personal property, to-wit:

One (1) 1951 Chevrolet truck, Motor number JEA 1134653, Serial number 8 UWJ 4823, together with all the parts, equipment and accesories now attached to or connected with the same,

and that the value of the said property is approximately \$1500.00.

Dated this 3 day of October, 1953.

J. F. Marques
J. F. Marques

Sworn to and subscribed

before me this 3rd
day of October, 1953.

Kate C Landrum
Notary Public, Escambia County, Florida
My Commission Expires Feb. 19, 1955

ADENE BAYLOR,

RECORDED

Plaintiff,

vs.

OLIVIA PIERSON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

CLAIM AND AFFIDAVIT

FILED

OCT 7 1953

ALICE J. DUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

\$1,183.60

PENSACOLA, FLA.

March 27

BARNEY AND OLIVIA O. PIERSON

19

53

No.

FOR VALUE RECEIVED THE UNDERSIGNED JOINTLY AND SEVERALLY PROMISE TO PAY TO THE ORDER OF

THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA

AT ITS OFFICE IN PENSACOLA, FLA.

COPY

the sum of One Thousand One Hundred Eighty Three and 60/100

Dollars,

in installments with interest at 8% per annum, after maturity, payable in 15 installments, as follows: \$ 79.00

on the 24 day of April, 1953 and on the 24 day of each month thereafter, until June, 1954

when the entire balance of the principal then unpaid shall become due and payable, and all costs of collection, including attorney's fee, if this note be placed in the hands of an attorney for collection, whether collection is made before or after suit.

It is agreed by the undersigned that failure to pay any installment in accordance with the foregoing schedule shall, at the option of the holder hereof, and without notice to the undersigned, render the whole amount and each installment thereof immediately due and payable, it being agreed that waiver of any default shall not operate to waive any subsequent default.

In the event that I/we shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 10 days, I/we promise to pay a "late charge" of five cents (5c) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

All persons now or hereafter becoming parties hereto hereby waive demand and protest and notice of non-payment demand and protest and agree that extensions as to any or all payments may be granted by any holder without notice to and without discharge of any maker or endorser. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, grantor, or any one of them.

/s/ Olivia O. Pierson

(SEAL)

/s/ Barney Pierson

(SEAL)

1951 Chev. Truck

Route 1, Box 48, Cantonment

Aline Taylor

Plaintiff

Vs

Olivia Pierson

Defendant

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In the Circuit Court of
Baldwin County, Alabama
At Law.

Now comes Barney Pierson in the above styled cause, by his Attorney, Reuben F. McKinley and shows unto this Honorable Court that he was the husband of the defendant in this said cause; that on to-wit March 27, 1953 he signed a note with the defendant in this cause in the amount of \$1183.60, as co-signer of the said note to the Citizen's and Peoples National Bank of Pensacola, Florida, a copy of which said note is attached hereto and is made a part and parcel hereof, giving as collateral security the truck attached in this cause, said note being for the purchase money for said truck; that the said defendant has left the said Barney Pierson and a divorce between them is in the process of being granted and that the said Barney Pierson has the said note to pay without the help of the said defendant, also that the said note is due and unpaid and that the said defendant has failed to pay the payments on said note as they accrued and that the defendant has no further claim or Equity in the said truck. Your petitioner, Barney Pierson further represents unto this Honorable Court that there is no collusion between him and the defendant.

Wherefore, the said Barney Pierson prays that this Honorable Court will grant him leave to intervene in this cause, as set out in Title 7, Sec. 247, 1940 Ala. Code; that upon a final hearing of this cause, your petitioner, Barney Pierson be permitted to introduce evidence in said cause to establish his claim to said truck and that Your Honor will release the said truck to your petitioner.


Attorney for the petitioner

1978

Aline Taylor

Plaintiff

Vs

Olivia Pierson

Defendant

Petition to intervene

FILED

SEP 20 1953

ALICE J. DUCK, Clerk

ANSWER TO INTERROGATORIES

ALINE TAYLOR,

Plaintiff,

VS.

OLIVIA PIERSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW

CASE NO. _____

Comes now the Plaintiff in the above styled cause and for answer to the interrogatories heretofore propounded to her by the Defendant says:-

1. To-wit: February 15, 1953.
2. Her husband and Charlie Dotson.
3. I do not remember.
4. This interrogatory is a fishing question and as such is not deserving of answer.
5. It was left at my place.
6. Mine.
7. No.
8. I don't know.
9. Olivia Pierson's.
10. See answer "4".
11. The answer to this question is as much within the knowledge of the Defendant as the Plaintiff.
12. Yes, several times during the month of April of this year.
13. Yes.
14. This is a matter of evidence.
15. See answer "4".

Aline Taylor
Aline Taylor

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority, in and for said State and County personally appeared ALINE TAYLOR, who being by me first duly sworn, deposes and says: That the answers herein made to the interrogatories propounded to her are true and correct.

Aline Taylor
Aline Taylor

Sworn to and subscribed before me this 25 day of June, 1953.

W. P. Chubbs
Notary Public

ANSWER TO INTERROGATORIES

ALINE TAYLOR,

Plaintiff,

VS.

OLIVIA PIERSON,

Defendant.

IN THE CIRCUIT COURT OF

BAIDWIN COUNTY, ALA BAMA.

AT LAW

CASE NO. 1978.

FILED

JUN 27 1953

ALICE J. DUCK, Clerk

Aline Taylor

Plaintiff

Vs

Olivia Pierson

Defendant

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In the Circuit Court of
Baldwin County, Alabama
At Law

Now comes the Defendant in the above styled cause, by her Attorney, Reuben F. McKinley and propounds the following interrogatories to the Plaintiff;

1.

When did you first become acquainted with Mrs. Olivia Pierson?
Answer;

2.

Who advised you to extend credit to her?
Answer;

3.

Did such person vouch for her honesty?
Answer;

4.

Attach an itemized statement in your handwriting of the items comprising the amount you have Mrs. Pierson sued for, together with the dates of such extensions of credit and the dates of any payments made on said account by Mrs. Pierson.

5.

How did you get possession of said truck attached in said cause?
Answer;

6.

In whose possession was said truck at the time the Sheriff took it into custody on the writ of attachment?
Answer;

7.

Did you turn the papers, evidence of ownership of said truck over to your Attorney at the beginning of this suit?
Answer;

8.

Who has possession of said papers at this time?
Answer;

9.

In whose possession was said truck immediately prior to the time you obtained possession of it?
Answer;

10.

Attach a copy of any statements you possess in which Mrs. Pierson agreed to be liable for advances of credit made to any person other than herself.

11.

Have you at any time refused to accept a check from Mrs. Pierson as payment in full of her account with you?
Answer;

12.

Has Mrs. Pierson at any time refused to pay you the amount she actually owed you? If so, give dates and times of said refusals.
Answer;

13.

When you extended credit to Mrs. Pierson were any definite dates set on which the debt would be due?
Answer;

14.

Attach a statement in your own handwriting as to the amount of credit extended to Mrs. Pierson personally, itemized and dated as to each item and the amount extended to other person or persons for which you are holding her liable.

15.

Attach a copy of any legal evidences of the debt Mrs. Pierson owes you.


Attorney for the Defendant

State of Alabama
County of Baldwin

Before me, C. E. W. Thompson, A Notary Public in and for said County, in said State, Personally appeared Reuben F. McKinley Attorney for the Defendant in said case, who being duly sworn says that true and correct answers to the above interrogatories will be material evidence for the Defendant in said cause.

June Subscribed and sworn to before me on this the 5 day of 1953.

C. E. W. Thompson
Notary Public, Baldwin County,
Alabama

1978

Aline Taylor
Plaintiff
Vs
Olivia Pierson
Defendant

Interrogatories

FILED
JUN 5 1953
ALICE J. DUCK, Clerk

I hereby accept service
this 5th day of June 1953
Olivia Pierson

ALINE TAYLOR

PLAINTIFF

VS

OLIVIA PIERSON

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

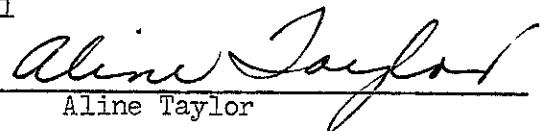
Comes now the Plaintiff in the above styled cause and for further answer to interrogatories heretofore propounded to her by the Defendant says:

14.

I extended to Olivia Pierson on February 5, 1953, credit for one tube, \$9.50, Camel cigarettes \$2.25, Hamburgers and coffee \$.80; February 10, 1953, Weeks room, \$15.00, 2 breakfasts \$1.50; February 17, 1953, one breakfast \$.75, room \$3.00; February 18, 1953, 5 quarts 40 weight oil, \$2.00, Greased one truck \$1.50, paid \$5.00 for C.O.D package for Mrs. Pierson; February 23, 1953, \$15.00 for room, \$1.50 for two breakfasts, Camel cigarettes \$2.25; February 25, 1953, one weeks room \$15.00; February 26, 1953, 2 chicken dinners \$3.09; March 2, 1953, room \$15.00, breakfasts \$1.50, cigarettes \$2.25; March 5, 1953, 6 hamburgers \$1.80, Drinks \$.40, cokes \$.60, beans \$.75, Bread \$.34, meat \$.70; March 6, 1953, \$15.00 room rent, one ham sandwich \$.30, cigarettes \$.25, two sandwiches \$.50, two dinners \$2.00, Cigarettes \$.50, 1 tube \$10.00, room \$15.00.

I extended credit to the following people for Mrs. Pierson in the following amounts:

| | |
|------------------------|---------|
| M. L. Collins | \$80.23 |
| Deotes Powell | 10.70 |
| Charlie Collins | 11.20 |
| Jim Powell | 8.00 |
| Clara Bell Stewart | 26.12 |
| Elvia Payton (husband) | 66.46 |
| S. Payton (wife) | 2.83 |
| Pine Lee Newson | 12.49 |
| Walter Lee Powell | 10.46 |
| John L. Macon | 3.00 |
| Willie Fred Moore | 10.70 |
| Jessie Holt | 9.80 |
| Mattie Lee Collins | 5.45 |
| George Smith | 10.77 |
| Marta Johnston | 2.00 |
| Bob Newsom | 26.51 |


Aline Taylor

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority, in and for said State and County personally appeared Aline Taylor, who being by me first duly sworn, deposes and says: That the answers herein made to the interrogatories propounded to her are true and correct.

Aline Taylor
Aline Taylor

Sworn to and subscribed before me on this 15 day of September, 1953.

Sam J. Williams
Notary Public.
State of Alabama
Full at Large

1978

FILED

SEP 15 1953

ALICE J. DUCK, Registrar

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Aline Taylor

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 Aline Taylor

....., Defendant

by Mrs. Olivia Pierson

....., Plaintiff.....

Witness my hand this

28th

day of

April1953Alice Luck

, Clerk

No. Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

vs. Plaintiffs

Defendants

SUMMONS and COMPLAINT

Filed 19.....

....., Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

....., 19.....

....., Sheriff

I have executed this summons

this 19.....

by leaving a copy with

....., Sheriff

..... Deputy Sheriff

Mrs Olivia Pierson

Plaintiff

Vs

Aline Taylor

Defendant

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In the Circuit Court of
Baldwin County, Alabama
At Law.

1.

The Plaintiff claims of the Defendant the following personal property, viz: one 1951 model Chevrolet $1\frac{1}{2}$ ton truck, Motor no. JEA 1134653, 1953 tag no. 33GK-506--; Two no. 850 truck tires, one mounted on a wheel, the other unmounted; Also three boxes and one bag of clothing left by the Plaintiff at the residence of the Defendant, Taylor's Service Station in Robertsdale in Baldwin County, Alabama, with one thousand dollars for the use and hire thereof from the 25th day of April, 1953.

2.

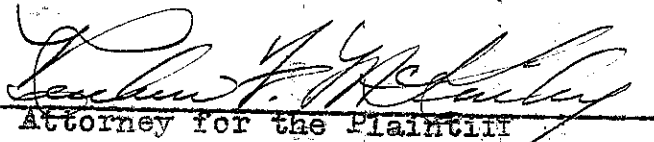
The plaintiff claims of the defendant Five thousand dollars damages for wrongfully taking the following goods and chattels, the property of the plaintiff, to-wit; one 1951 model Chevrolet $1\frac{1}{2}$ ton truck, Motor No. JEA 1134653, 1953 tag no. 33GK-506.

3. 0 0 1

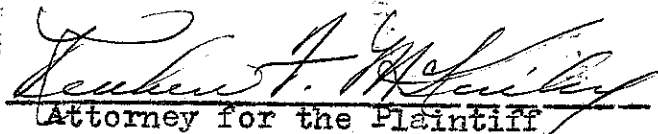
Def
The plaintiff claims of the defendant twenty five thousand dollars damages for falsely and maliciously charging the Plaintiff with unchastity, drunkenness and adultery by speaking of and concerning her in the presence of diver's persons in substance as follows; "She(Plaintiff) has been living with Joe Rider in tourist camps and other places". "She(Plaintiff) has been drunk for three days and nights". "She(Plaintiff) has left with that good for nothing Joe Rider". "Joe Rider has a wife and four children and she(Plaintiff) has been living in tourist camps and other places with him", on to-wit the 25th day of April, 1953.

4.

The plaintiff claims of the defendant five thousand dollars for the conversion by her on to-wit the 25th day of April, 1953 of the following chattels; one 1951 model Chevrolet, $1\frac{1}{2}$ ton truck, motor no. JEA 1134653, 1953 tag no. 33GK-506, the property of the plaintiff.


Attorney for the Plaintiff

Plaintiff demands a trial by jury.


Attorney for the Plaintiff

Received in Sheriff's Office
this 28th day of April 1953
TAYLOR WILKINS, Sheriff

Executed April 28, 1953

By Serving copy on

Aline Taylor

We the Jury find
for the Plaintiff the
sum of \$625.00
to cover damages on
all counts

Geo. D. Byrnes
foreman

S. Huff
Taylor Wilkins
By
Edleigh S. Strathorn

W1978

RECORDED

Mrs Olivia Pierson

Plaintiff

Vs

Aline Taylor

Defendant

Summons and Complaint

FILED

4-28-53

ALICE J. DUCK, CLERK

capt. liver at Roberts

ATTACHMENT NOTICE

ALINE TAYLOR,

Plaintiff,

VS.

OLIVIA PIERSON,

Defendant.

I

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW

CASE NO. _____.

Whereas, the Plaintiff, Aline Taylor, in the above styled cause sued out in said Court a writ of attachment against the estate of the Defendant, Olivia Pierson;

And Whereas, said writ of attachment was executed by the Sheriff of Baldwin County, Alabama, on the 2 day of May, 1953, by levying upon the following described property of the Defendant, to-wit:-

One (1) 1951 Model Chevrolet $1\frac{1}{2}$ Ton truck, motor number JEA 1134653, 1953 Tag No. 33Jk 506.

And Whereas, the said Defendant is a non-resident of the State of Alabama and that her place of residence and post office address is believed to be Pensacola, Florida.

Now Therefore, the Defendant, Olivia Pierson, is hereby notified of the issuance of said attachment and the execution thereof, and to be and appear if she thinks proper, to defend said suit at the present term of said Court within Thirty days after this notice by publication is completed.

Witness my hand and seal this 1st day of May, 1953.

Alicia Luck
Clerk

WILTERS & BRANTLEY
Attorneys for Plaintiff

1978
RECORDED
ATTACHMENT NOTICE

ALINE TAYLOR,
Plaintiff,
VS.
OLIVIA PIERSON,
Defendant.

IN THE CIRCUIT COURT OF
BALIWIN COUNTY, ALABAMA.

AT LAW

CASE NO. _____

Received in Sheriff's Office
this 5 day of May 1953
TAYLOR WILKINS, Sheriff

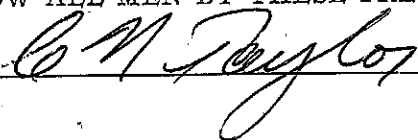
Executed June 4, 1953
By serving a copy
of the within Notice
on Olivia Pierson

Taylor Wilkins
Sheriff
By W. F. Hall
D. S.

Filed 5-1-53
Alice French
clerk

THE STATE OF ALABAMA }
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We, Aline Taylor and


, of the County of Baldwin, State of Alabama

are held and firmly bound unto Olivia Piersonin the sum of Seven HUNDRED FORTY-SIX AND 88/100 (\$746.88) - - - - - Dollars, tobe paid to the said Olivia Pierson

heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of May, 1953.

The Condition of this Obligation is such:

That whereas, the above bounden Aline Taylorhas, ~~on the day of the date~~hereof, prayed an Attachment at the suit of Aline Taylor

against the estate of above named

Olivia Pierson

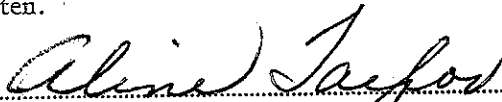
for the sum of THREE HUNDRED SEVENTY-THREE AND 44/100 (\$373.44) - - - - - Dollars,
 and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said Aline Taylor

should prosecute said Attachment to effect, and pay the said Defendant all such damages as she
 may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
 void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now,
 or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.



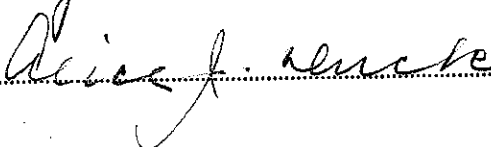
(Seal)



(Seal)

(Seal)

(Seal)

Approved, this 28th day of May, 1953.


Clerk

THE STATE OF ALABAMA

Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, _____
 in and for said County, personally appeared _____
 who, being duly sworn, on oath saith that _____
 _____ justly indebted to

in the sum of _____ Dollars,
 which said amount is justly due after allowing all just offsets and discounts, and that the said _____

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this _____ day of _____, 194_____

RECORDED

No. 1978 Page _____

STATE OF ALABAMA
 Baldwin County

CIRCUIT COURT
 At Bay Minette, Ala.

Aline Taylor

TO

Olivia Pierson

ATTACHMENT BOND AND AFFIDAVIT

Filed this the 28th day

of May, 1943 -

A. J. French, Clerk

Attorney

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, Harry J. Wilters, Jr., a Notary Public
 in and for said County, personally appeared Aline Taylor
 who, being duly sworn, on oath saith that Olivia Pierson
is justly indebted to
her

in the sum of THREE HUNDRED SEVENTY-THREE and 44/100 (\$373.44) - - - - - Dollars,
 which said amount is justly due after allowing all just offsets and discounts, and that the said

Olivia Pierson resides out of the State of Alabama

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this 30 day of April, 1953.

Harry J. Wilters, Jr.
 Notary Public

RECORDED

No. 1975 Page 1

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT
 At Bay Minette, Ala.

Aline Taylor

TO

Olivia Pierson

ATTACHMENT BOND AND AFFIDAVIT

Filed this the 1st day

of May, 1953

Aline Taylor Clerk

Attorney

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We, _____

_____, of the County of Baldwin _____

are held and firmly bound unto _____

in the sum of _____ Dollars, to

be paid to the said _____
 heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind our-
 selves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
 by these presents.

Sealed with our seals and dated the _____ day of _____, 194_____

The Condition of this Obligation is such:

That whereas, the above bounden _____

_____ ha_____, on the day of the date
 hereof, prayed an Attachment at the suit of _____

_____ against the estate of above named

for the sum of _____ Dollars,
 and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said _____

should prosecute said Attachment to effect, and pay the said Defendant all such damages as _____
 may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
 void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now,
 or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

_____. (Seal)

_____. (Seal)

_____. (Seal)

_____. (Seal)

Approved, this _____ day of _____, 194_____

_____, Clerk

Aline Taylor

Plaintiff

Vs

Olivia Pierson

Defendant

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In the Circuit Court of
Baldwin County, Alabama
At Law

Now comes the Defendant in the above styled cause by her Attorney, Reuben F. McKinley and demurs to the complaint and to each count thereof, both seperately and severally and for grounds for said demurrer assigns the following;

1.

The complaint does not allege that the debt is due.

2.

From aught that appears, this suit is barred by the Statute of Frauds.

3.

The complaint does not allege of what the debt consists.

4.

From aught that appears, the debt was made in the State of Defendant's residence.

5.

From aught that appears, this court does not have jurisdiction to entertain this suit.

6.

From aught that appears, the Statute of Limitations bars this suit.

7.

The complaint does not allege when said debt was made.

8.

From aught that appears, the attached vehicle was already in the possession of the Plaintiff at the time of the suing out of the attachment in this suit.

9.

From aught that appears, Plaintiff has no basis for her claim against the Defendant.


Attorney for the Defendant

Defendant demands a trial by jury.


Attorney for the Defendant

1978

July

RECORDED

Aline Taylor

Plaintiff

Vs

Olivia Pierson

Defendant

Demurrers

Filed 5-22-53.

Wick French
Clerk

Aliene Taylor

Plaintiff

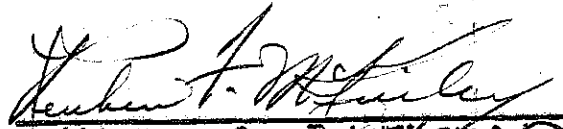
vs

Olivia Pierson

Defendant

In the Circuit Court of
Baldwin County, Alabama
At Law

Now comes Barney Pierson as intervienor in the above styled cause by his attorney, Reuben F. McKinley, and makes known to the court that the Citizen and Peoples National Bank of Pensacola Florida holds a mortgage ^{and note} on the truck attached in the said cause in the amount of \$1,183.60 which said ~~note~~ is signed by said intervienor, Barney Pierson and that the said Olivia O. Pierson, defendant in this cause has not payed but one payment of \$79.00 on said note and that your intervienor has been left with the balance of the note to pay. Said intervienor makes known to the Court that a divorce is in the process of being granted your intenvienor, that the defendant is now in Detroit Michigan and that he believes that justice will be best served by releasing said truck from said attachment.


Attorney for Intervenor

1978

Aline Taylor

Plaintiff **RECORDED**

vs

Olivia Pierson

Defendant

Notice of Intervention

FILED

AUG 8 1953

ALICE J. DUCK, Clerk

Aline Taylor

Plaintiff

Vs

Olivia Pierson

Defendant

In The Circuit Court Of
Baldwin County, Alabama
At Law.

Now comes the Defendant in the above styled cause by her Attorney Reuben F. McKinley, and moves this Honorable Court to dismiss the attachment in this cause ⁱⁿ that the answers filed by the Plaintiff to interrogatories propounded to her by the Defendant are not full and complete answers and are evasive of answering questions propounded; or in the alternative to penalize the Plaintiff with any of the other penalties set out in Title 7, Section 483 of the 1940 Code of the State of Alabama.



Attorney for the Defendant.

1978

Aline Taylor

Plaintiff

Vs

Olivia Pierson

Defendant

RECORDED

Motion

FILED

AUG 13 1953

ALICE J. DUCK, Clerk

RECORDED

ALINE TAYLOR

PLAINTIFF

VS

OLIVIA PIERSON

DEFENDANT

DEMURRERS

FILED

AUG 19 1953

ALICE J. DUCK, Clerk

Aline Taylor

Plaintiff

Vs

Olivia Pierson
Defendant

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In the Circuit Court of
Baldwin County, Alabama
At Law

Now comes the Defendant by her Attorney, Reuben F. McKinley
and Pleads Not Guilty, to the matters alleged and sworn to by the
Plaintiff in the Attachment suit brought against her by the Plaintiff


Attorney for the Defendant

replied on 11/11/11

replied on 11/11/11

by

replied on 11/11/11

replied on 11/11/11

1778
RECORDED

Aline Taylor
Plaintiff
Vs
Olivia Pierson
Defendant

Plea

FILED
SEP. 2 1905
MACE A. DICK. Clerk

Aline Taylor

Plaintiff

Vs

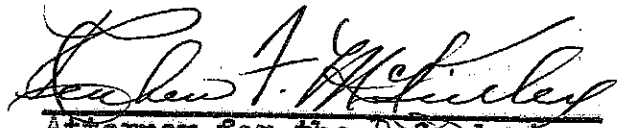
Olivia Pierson

Defendant

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In the Circuit Court of
Baldwin County, Alabama
At Law.

Now comes the defendant in the above styled cause, by her Attorney, Reuben F. McKinley and accepts service of the petition to intervene, filed by Barney Pierson in said cause. She hereby admits the allegations contained therein and disclaims any further right or Equity in said truck, as against the claims of the said Barney Pierson thereto.


Attorney for the Defendant

Aline Taylor

Plaintiff

Vs

Olivia Pierson

Defendant

RECORDED

Answer

FILED

SEP 10 1953

1953

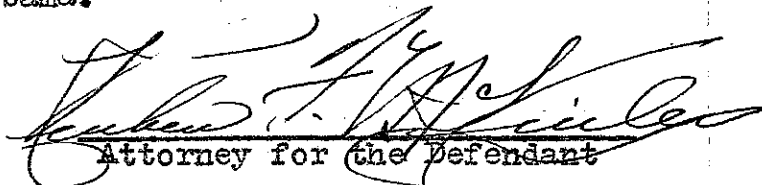
| | | |
|----------------|--|-------------------------|
| Aline Taylor | | |
| Plaintiff | | |
| vs | | In the Circuit Court of |
| Olivia Pierson | | Baldwin County, Alabama |
| Defendant | | At Law. |

Now comes the Defendant in the above styled cause by her Attorney Reuben F. McKinley and moves this Honorable Court to dismiss this suit on the grounds that:

1.

The amended answers of the Plaintiff to interrogatories propounded to her by the Defendant are not in compliance with the order of this Honorable Court requiring her to answer interrogatories in full and are evasive of the question propounded in said no. 4.

Or in the alternative to penalize the Plaintiff with any of the other penalties set out in Title 7, Section 483 of the 1940 Code of the State of Alabama.


Attorney for the Defendant

1978

Aline Taylor

RECORDED

Plaintiff

Vs

Olivia Pierson

Defendant

Motion

FILED

SEP 128 1978

MACE J. DUCK, Clerk

ATTACHMENT

The State of Alabama, {
Baldwin County. }

TO ANY SHERIFF OF THE STATE OF ALABAMA;

WHEREAS, Aline Taylor

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

Olivia Pierson

is justly indebted to the Plaintiff Aline Taylor

in the sum of THREE HUNDRED SEVENTY-THREE and 44/100 (\$373.44) Dollars, and

Aline Taylor having made affidavit ~~and given bond~~
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

Olivia Pierson

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on _____ Monday of _____ 19 53
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 1st day of May A. D., 19 53.

Alice J. Duck Clerk.

RECORDED

Received in Sheriff's Office
this 2 day of May, 1953
TAYLOR WILKINS, Sheriff

No. 1978

ATTACHMENT

Aline Taylor

Vs. { ATTACHMENT

Olivia Pierson

Issued 5-1, 1953

Printed by Moore Printing Co.

Executed 5/2/53
By attaching the
within described
Property
one one half ton
chv. truck

Taylor Wilkins
Sheriff
H. H. Hall

SUMMONS AND COMPLAINT

STATE OF ALABAMA ¶

BALDWIN COUNTY ¶

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon OLIVIA PIERSON 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 ALINE TAYLOR.

Witness my hand, this 15 day of May, 1953.

Clerk

ALINE TAYLOR,

Plaintiff,

VS.

OLIVIA PIERSON,

Defendant.

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¶
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¶

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW
CASE NO. _____

The Plaintiff claims of the Defendant THREE HUNDRED SEVENTY-THREE AND 44/100 (\$373.44) DOLLARS, due from her by account, for merchandise, on, to-wit, goods and chattels sold by the Plaintiff to the Defendant from February 2, 1953, to March 24, 1953, which sum of money with the interest thereon, is still ^{owed} unpaid.

WILTERS & BRANTLEY

By:

Albert M Brantley
Attorneys for Plaintiff

no 1578

SUMMONS AND COMPLAINT

ALINE TAYLOR,

Plaintiff,

VS.

OLIVIA PIERSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW

CASE NO.

1578

Received in Sheriff's Office

this 13 day of May 1953

TAYLOR WILKINS, Sheriff

Executed June 4, 1953
By serving a copy
of the within
summons & complaint
on Olivia Pierson

Taylor Wilkins
Sheriff
By J. F. Hall
D. S.

FILED

MAY 15 1953

ALICE L. DUCK, Clerk

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW
NO. 2090

That the language, alleged to have been used by the Defendant, concerning the Plaintiff, charging ²⁵~~ing~~ unchastity and adultery is but a conclusion of the pleader.

BY: Robert M Brandy
Attorney for the Defendant

1578

OLIVIA PIERSON

PLAINTIFF

VS

ALINE TAYLOR

DEFENDANT

DEMURRERS

FILED
OCT 7 1953
ALICE J. DUCK, Clerk