2123

THOMAS L. JERKINS, Plaintiff, VS. JOHN MARION, Defendant, UNIVERSAL C. I. T. CREDIT CORPORATION, Claimant.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

Now comes the plaintiff and demurs to the affidavit filed in this cause on, to-wit, June 19, 1954, and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not appear from the said affidavit that it has been made by an agent or attorney of the alleged claimant.

2. No facts are alleged to show that J. E. Rehm, who signed the said affidavit, is an agent or attorney of the said Universal C. I. T. Credit Corporation.

J. B. Blackburn

Attorney for plaintiff.

Plaintiff demands a trial of said cause by jury.

J. B. Blackburn

Attorney for plaintiff.

2123 Jury

DEMURRER

THOMAS L. JERKINS,

Plaintiff,

VS.

JOHN MARION,

Defendant,

UNIVERSAL C. I. T. CREDIT CORPORATION,

Claimant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
JUL 19 1954
ALICE J. DUCK, Clerk

ORIGINAL FOR UNIVERSAL C.I.T.

FLORIDA CONDITIONAL SALE CONTRACT

Universal C.I.T. Branch: Pensacola

Dealer & Transaction Nos.: 1058-86080

DATE (*Month, Day and Year*): Oct. 2, 1953

CUSTOMER →	NAME (*Please Print*): John William Marion	NUMBER AND STREET: NAAS Whiting Field	CITY AND POSTAL ZONE: Milton,	COUNTY AND STATE: Florida
LOCATION OF CAR →	(*If car to be located at other than above address enter location in next box* →)	NUMBER AND STREET:	CITY:	COUNTY AND STATE:
DEALER (*Seller*) →	NAME: Mort O' Sullivan Pontiac, Inc.	NUMBER AND STREET: 201-207 North Palafox St.	CITY: Pensacola,	STATE: Florida
MOTOR VEHICLE →	YEAR AND MAKE: 1953 Pontiac / MODEL LETTER OR NO: CH-DSED 4 Dr.	BODY (*If truck, tons capacity*):	SERIAL NO.: A8XH 24753	MOTOR NO.: A8XH 24753

Payable in cash or trade-in before delivery $ 1161.75 Leaving a time balance of → $ 2459.10 Which Customer promises to pay at the office of Universal C.I.T. Credit Corporation

in → 30 successive monthly instalments, each in the amount of $81.97 and one final instalment of $

All payable the same date of each month or as indicated below in Details of Unequal Monthly Payments

The first instalment becomes due (*Month, Day and Year*): November 17, 1953

MOTOR VEHICLE INSURANCE INCLUDED → (*Check proper coverage*)

Comprehensive: ☒ Fire and broad form theft: ☒ Deductible collision: ☐ $

Combined additional coverage: ☐ Towing and labor costs (*not exceeding $10 for any one disablement*) ☒

DETAILS OF UNEQUAL MONTHLY PAYMENTS →

AMT.; DUE ON (*Mo.-Day-Yr.*):	AMT.; DUE ON (*Mo.-Day-Yr.*):	AMT.; DUE ON (*Mo.-Day-Yr.*):	AMT.; DUE ON (*Mo.-Day-Yr.*):
$	$	$	$
AMT.; DUE ON (*Mo.-Day-Yr.*):	AMT.; DUE ON (*Mo.-Day-Yr.*):	AMT.; DUE ON (*Mo.-Day-Yr.*):	AMT.; DUE ON (*Mo.-Day-Yr.*):
$	$	$	$

Customer (which means all purchasers jointly and severally) has today purchased on the terms set forth herein, and has examined, accepted in its present condition and received delivery from Seller of the MOTOR VEHICLE described above (hereinafter called "car").

Title to the car is retained by the holder hereof (meaning Seller, or Universal C.I.T. Credit Corporation [hereinafter called "Universal C.I.T."] if this contract is assigned to it), until such balance is fully paid in money. Customer, having been quoted both a time price and a lesser cash price, has elected to buy the car for the time price, which is the sum of the amounts shown above as "Payable in cash or trade-in before delivery" and the "time balance".

The car shall be at Customer's risk. The holder as creditor of Customer is authorized to purchase fire, theft and such other insurance in such form and amounts as the holder may require; Customer hereby assigns to the holder any moneys not in excess of the unpaid balance hereunder which may become payable under such insurance, including return or unearned premiums, and directs any insurance company to make payment direct to the holder to be applied to said unpaid balance and appoints the holder as attorney in fact to indorse any draft.

Customer agrees: to pay promptly all taxes and assessments upon the car and for its use or operation and on this contract; to keep the car free from liens; that all equipment, tires, accessories and parts shall become part of the car by accession; not to sell or encumber the car or use it for hire or illegally; to settle all claims against Seller directly with Seller and not to set up any such claim in any action brought by Universal C.I.T. The holder may fill in blanks and correct patent errors herein.

If Customer defaults on any obligation under this contract, or if the holder shall consider the indebtedness or the car insecure, the full balance shall without notice become due forthwith, together with a reasonable sum (15% if permitted by law) as attorney's fees, if this contract is placed with an attorney. Customer agrees in any such case to pay said amount or, at holder's election, to deliver the car to the holder, and holder may, without notice or demand for performance or legal process, enter any premises where the car may be found, take possession of it and custody of anything found in it, and retain all payments as compensation for use of the car while in Customer's possession. The car may be sold with or without notice, at private or public sale (at which the holder may purchase) with or without having the car at the sale; the proceeds less all expenses shall be credited on the amount payable hereunder; Customer shall pay any remaining balance forthwith as liquidated damages for the breach of this contract and shall receive any surplus.

Customer acknowledges that Seller is not Universal C.I.T.'s agent. If Customer makes payments to Seller for transmittal to Universal C.I.T., Seller shall be Customer's agent and not Universal C.I.T.'s agent. All payments are due at Universal C.I.T.'s office, New York, Chicago or San Francisco. Upon full payment of Customer's obligation, Universal C.I.T. may deliver all original papers, including any certificate of title, to Seller as Customer's agent.

Waiver of any default shall not be a waiver of any other default. No change in this contract shall be binding unless in writing signed by an officer of Universal C.I.T. The holder's rights and remedies hereunder are cumulative. Customer acknowledges receipt of a true copy of this contract.

No agreement, representation or warranty shall be binding on the holder unless expressly contained herein.

DESIGNATION OF INSURED

For insurance, if any to be obtained in connection herewith, other than insurance on the car, Customer designates as the person to be covered the individual whose signature on behalf of Customer first appears below. (Such signer for corporation must be an officer; for partnership, a partner.)

x John William Marion (Seal)
(Person to be insured as above)
(Seal)
Customer and Co-purchaser

Witness Lorrelea Brady

Witness Hazel Hayes

Mort O' Sullivan Pontiac, Inc.

By J. M. O'Sullivan Jr. Title V. Pres.

Signature of Seller

2-175D-10-50-Automobile

DEALER'S ASSIGNMENT

The Dealer hereby sells and assigns the contract on the reverse side and all right, title and interest in the car for value to UNIVERSAL C.I.T. CREDIT CORPORATION (hereinafter termed "Universal C.I.T."), without recourse as to Customer's obligation of payment, conferring full power to Universal C.I.T. in its name to take all such legal or other proceedings as Dealer might take, save for this assignment. Dealer warrants that: the contract is genuine; the cash payment and any trade-in allowance were received; all statements of facts therein are true; Dealer has clear title to the car free of all liens and encumbrances; the Customer is not a minor and has capacity to contract; Dealer has no knowledge of any facts which impair the validity or value of said contract; certificate of title showing lien or encumbrance in favor of Universal C.I.T. has been or will be forthwith applied for; that there are no taxes or assessments against the car accrued or payable. Dealer waives all demands and notices, and consents that Universal C.I.T. may extend time to or release any rights against Customer or any other obligor.

If Dealer's obligations are governed by one of the paragraphs set forth below, he should not sign here, but should sign opposite applicable paragraph below.

MORT O'SULLIVAN PONTIAC Inc.
.....
By J. M. O'Sullivan Jr. Title..... } Signature of Dealer

As part of the foregoing assignment, Dealer's obligations are governed by the paragraph set forth opposite Dealer's signature below. The words "without recourse as to Customer's obligation of payment" shall then be deemed deleted from said assignment.

1. REPURCHASE (3-C PROTECTION)

If you repossess the car, we will upon your demand pay you the then unpaid balance, provided the car is offered to us within ninety (90) days after maturity of the earliest instalment remaining unpaid. There shall be deducted from the repurchase price, as an allowance to us, our net cost of repairing actual direct collision damage which was the cause of repossession. The allowance shall not exceed the unpaid balance on the car after deducting both the "as is" value and the amount of any deferred certificate or other special holdbac lating to the car. Where the resale value of the repaired car (ex ing overhead and salesman's commissions) exceeds the unpaid bal the excess will be deducted from the collision allowance.

.....
.....Title..... } Signature of Dealer

2. LIMITED REPURCHASE (3-C PROTECTION)

If you repossess the car, we will upon unpaid balance, provided days after maturity of the There shall be deducted fro to us, our net cost of repairi was the cause of repossessio unpaid balance on the car afte the amount of any deferred c lating to the car. Where the r ing overhead and salesman's co the excess will be deducted from

Our liability to repurchase hereunder shall continue only until the first.....instalments shall have been paid to you by the Customer, each within thirty (30) days of its respective maturity, and thereafter the assignment shall be deemed to be without recourse, in accordance with said assignment.

.....
By.....Title..... } Signature of Dealer

3. OPTIONAL ARRANGEMENT

If you repossess the car, we shall have the option upon your demand to pay you $.....or to buy the car from you for the then unpaid balance.

.....
By.....Title..... } Signature of Dealer

4. WITH RECOURSE ASSIGNMENT

We guarantee payment of the unpaid balance on the said contract as and when the same shall become due, hereby waiving notice of acceptance hereof.

.....
By.....Title..... } Signature of Dealer

GUARANTY

In consideration of the execution of the instrument on the reverse side hereof, we jointly and severally guarantee to any holder the payment promptly when due of every instalment thereunder and the payment on demand of the entire unpaid balance if Customer defaults in payment of any instalment at its due date or in any other manner, without first requiring holder to proceed against Customer. We waive notice of acceptance hereof and defaults thereunder and consent that holder may, without affecting our liability, release any rights against and grant extensions of time of payment to Customer and other obligors.

Witness our hands and seals.

.....(Seal)

.....(Seal)

STATE OF ALABAMA,

BALDWIN COUNTY,

Know All Men by These Presents, That we, Universal C. I. T. Credit Corporation, a corporation and the sureties whose names are hereto affixed, are held and firmly bound unto Thomas L. Jerkins in the sum of Four Thousand Nine Hundred Eighteen & 20/100 ($4918.20) Dollars, for which payment, well and truly to be made and done, we bind ourselves and each and every one of our successors and assigns, severally, jointly and firmly by these presents. Sealed with our seals, and dated this 17 day of June, 1954.

The condition of the above obligation is such that, whereas an attachment issued from the Circuit Court of Baldwin County, bearing date of issuance the 3rd day of November, 1953, in favor of Thomas L. Jerkins in aid of suit thereafter filed against John Marion for the sum of Eight Thousand ($8000.00) Dollars damages has been levied by Taylor Wilkins, Sheriff of Baldwin County, upon the following as the property of the said Defendant, John Marion:

1953 Pontiac, 4 door chief de luxe, Motor No. A-8-XH 24753

which said property has been claimed and affidavit made thereto and sufficient affidavit offered by J. E. Rehm, , for Universal C. I. T. Credit Corporation, a corporation according to law in such cases made and provided, who claims that Universal C. I. T. Credit Corporation, a corporation has a just claim to the property above described and levied on.

Now if the said Universal C. I. T. Credit Corporation, a corporation shall have the property above described forthcoming for the satisfaction of said attachment if it is found liable therefor and also to pay and satisfy such costs and damages as may be recovered for putting the claims in for delay, then this obligation to be void, otherwise to remain in full force and effect.

UNIVERSAL C. I. T. CREDIT CORPORATION,
A Corporation.

By: J. E. Rehm (L.S.)

NATIONAL SURETY CORPORATION (L.S.)

By E. L. Jenkins
Attorney in Fact

Approved, this 17 day of June, 1954.

Taylor Wilkins
Sheriff.

I, the undersigned, John E. Mandeville, Clerk, Circuit Court, Mobile County, Alabama, do hereby certify that were this bond presented to me, as Clerk of this Court, I would approve the same.

John E. Mandeville
CLERK, CIRCUIT COURT, MOBILE COUNTY, ALABAMA.

2123

THOMAS L. JERKINS,

PLAINTIFF,

VS

JOHN MARION,

DEFENDANT.

Claim Bond by Universal C. I. T. Credit Corporation, a Corporation

---

FILED

JUN 19 1954

ALICE J. BUCK, Clerk

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

STATE OF ALABAMA

BALDWIN COUNTY

Before me John E. Mandeville, Clerk, of Circuit Court of Mobile County, personally appeared J. E. Rehm, who by me being first duly sworn deposes and says that the Universal C. I. T. Credit Corporation, a Corporation, is not a party to the attachment writ issued in the case of ~~Thomas B. Jerkins vs John Marion, under which writ~~ the following described property has been levied on by Taylor Wilkins, Sheriff of Baldwin County, to-wit:

1953 Pontiac, 4 door Chief de luxe, Motor No. A-8-XH 24753

The said Universal C. I. T. Credit Corporation, a corporation further says that it claims the said above described property, and that its right, title, and interest in the said property is paramount to the right, title and interest of the defendant to the same. Claimant bases its claim to said property on a title retention contract covering said property, and duly executed by the defendant on the 2nd day of October, 1953, which said title retention contract was duly recorded in the office of the Judge of Probate of Santa Rosa County on the 5th day of October, 1953. Claimant further avers that said title retention contract is past due and unpaid.

UNIVERSAL C. I. T. CREDIT CORPORATION,
A Corporation

By: J. E. Rehm

Sworn to and subscribed before me ~~this~~ the 17th day of June, 1954.

John E. Mandeville
Clerk, Circuit Court, Mobile, County, Alabama.

2123

AFFIDAVIT OF CLAIM BY UNIVERSAL C. I. T. CREDIT CORPORATION, A Corporation in Thomas L. Jerkins vs John Marion.

FILED

Jun 1 1954

ALICE J. BUCK, Clerk

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

THOMAS L. JERKINS, PLAINTIFF VS JOHN MARION DEFENDANT	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AT LAW

Comes the defendant in the above styled cause and shows unto this Honorable Court that he is in the military service of the United States, serving as SD2 U. S. Navy, stationed at Whiting Field, Milton, Florida; that by virtue of his being in such service his ability to defend the aforesaid action is materially affected; that because of such service and of the nature of such service and of the location of such service he is unable to properly defend the aforesaid suit;

Wherefore the defendant prays this Honorable Court will stay the said action until this defendant shall be discharged from service or his service shall not affect his ability to properly defend the said action.

John W. Marion
Defendant

~~Sworn to and subscribed before me this the day of 1954~~

~~Commanding Officer~~

On this the 10th day of March, 1954, before me, Lieutenant Richard N. Ragland, the undersigned officer, personally appeared John Marion, known to me to be serving in or with the Armed Forces of the United States and to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purpose therein contained. And the undersigned does further certify that he is at the date of this certificate a commissioned officer of the rank stated below and is in the active service of the United States.

Richard N. Ragland
LT RICHARD N. RAGLAND, USNR
Law Specialist
U. S. NAAS Whiting Field
Milton, Florida

No 2123

RECORDED

Filed 3-12-54
Arizona clerk

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2123

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon John Marion

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

John Marion, Defendant

by Thomas L. Jerkins, Plaintiff

Witness my hand this 30th day of October 19 53

Alice L. Brooks, Clerk

No. _____ Page _____

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

_____

_____

_____ Plaintiffs

vs.

_____

_____

_____ 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

THOMAS L. JERKINS, Plaintiff,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
VS.	)	AT LAW.
JOHN MARION, Defendant.	)	

COMPLAINT

COUNT I.

The plaintiff claims of the defendant the sum of Four Thousand Dollars ($4,000.00) as damages for that heretofore on, to-wit: October 24, 1953, the plaintiff was driving his tractor and cultivator on U. S. Highway Number 90, which is a public highway, and where the plaintiff had a right to be, and while the plaintiff was driving said tractor and cultivator along said highway at a point approximately 2.3 miles west of Loxley, Alabama, which is in Baldwin County, Alabama, the defendant was driving an automobile on said public road in the same direction plaintiff was traveling,attempted to pass plaintiff's tractor and cultivator, and in so doing the defendant so negligently operated his said automobile as to cause it to strike, run upon, over, or against the tractor and cultivator of plaintiff, and, as a proximate consequence of defendant's negligence, plaintiff's tractor and cultivator was knocked from the public road and so greatly damaged as to render it useless, all to plaintiffs damage as aforesaid.

COUNT II.

The plaintiff claims of the defendant the sum of Four ThousandDollars ($4,000.00) as damages for that heretofore on, to-wit: October 24, 1953, the plaintiff was driving his tractor and cultivator on U. S. Highway Number 90, which is a public highway, and where the plaintiff had a right to be, and while the plaintiff was driving said tractor and cultivator along said highway at a point approximately 2.3 miles west of Loxley, Baldwin County, Alabama, the defendant was driving an automobile on the said public road in the same direction as the plaintiff and in attempting to pass the tractor and cultivator of the plaintiff the defendant wilfully and wantonly ran his automobile into, upon or over the tractor and cultivator of the plaintiff, knocked it from the highway and so greatly damaged it as to render it uselyss all to plaintiffs damage as aforesaid.

COUNT III.

The plaintiff claims of the defendant the sum of Ten Thousand Dollars ($10,000.00) as damages for that heretofore on, to-wit: October 24, 1953, the plaintiff was driving his tractor and cultivator on U. S. Highway Number 90, which is a public highway, and where the plaintiff had a right to be, and while the plaintiff was driving said tractor and cultivator along said highway at a point approximately 2.3 miles west of Loxley, Baldwin County, Alabama, the defendant was driving an automobile on said public road in the dame direction plaintiff was traveling and while attempting to pass plaintiff's tractor and cultivator, the defendant so negligently operated his automoble as to cause it to strike, run upon, over, or against the tractor and cultivator of plaintiff, and, as a proximate consequence of defendant's negligence, the plaintiff received sever persoral injuries in this, to-wit: he was made sick, sore and lame, he was bruised and lacerated; he was internally injured; he was permanently injured; he suffered and ontinues to suffer great mental anguish and physical pain, for all of which he claims damages as aforesaid; hence this suit.

COUNT IV.

The plaintiff claims of the defendant the sum of Ten Thousand Dollars ($10,000.00) as damages for that heretofore on, to-wit: October 24, 1953, the plaintiff was driving his tractor and cultivator on U. S. Highway Number 90, which is a public highway, and where the plaintiff had a right to be, and whicle the plaintiff was driving said tractor and cultivator along said highway at a point approximately 2.3 miles west of Loxley, Baldwin County, Alabama, the defendat was driving an automobile on the said public road in the same direction as the plaintiff and in attempting to pass the tractor and cultivator of the plaintiff the defendant wilfully and wantonly ran his automobile into, upon or over the tractor and cultivator of the plaintiff, knocked it from the highway, and by reason therof and as a proximate consequence and result thereof, the plaintiff received severe personal injuries in this, to-wit: he was made sick, sore and lame, he was bruised and lacerated; he was internally injured; he was permanently injured; he suffered and continues to suffer great mental anguis and physical pain, for all of which he claims damages as aforesaid; hence this suit.

J. B. Blackburn
Attorney for Plaintiff

Plaintiff demands a trial of said cause by jury.

J. B. Blackburn
Attorney for Plaintiff

TAYLOR WILKINS, Sheriff

Executed Oct 31, 1953
by serving a copy of the
within Summons & complaint
on John Marion

Taylor Wilkins
Sheriff
By H. F. Hall D.S.
Edleigh Steadham D.S.

RECORDED

THOMAS L. JERKINS,

Plaintiff,

VS.

JOHN MARION,

DEfendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED
OCT 30 1953
ALICE J. DOCK, Register

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

THOMAS L. JERKINS, Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
JOHN MARION, Defendant.	)	AT LAW.

AMENDED COMPLAINT

Now comes the Plaintiff in the above styled cause and amends his Complaint heretofore filed in this cause so that when amended, the said Complaint will read as follows:

COUNT I.

The plaintiff claims of the defendant the sum of One Thousand Dollars ($1,000.00) as damages for that heretofore on, to-wit: October 24, 1953, the plaintiff was driving his tractor and cultivator on U. S. Highway Number 90, which is a public highway, and where the plaintiff had a right to be, and while the plaintiff was driving said tractor and cultivator along said highway at a point approximately 2.3 miles west of Loxley, Alabama, which is in Baldwin County, Alabama, the defendant was driving an automobile on said public road in the same direction plaintiff was traveling, attempted to pass plaintiff's tractor and cultivator, and in so doing the defendant so negligently operated his said automobile as to cause it to strike, run upon, over, or against the tractor and cultivator of plaintiff, and, as a proximate consequence of defendant's negligence, plaintiff's tractor and cultivator was knocked from the public road and so greatly damaged as to render it useless, all to plaintiff's damage as aforesaid.

COUNT II.

The plaintiff claims of the defendant the sum of One Thousand Dollars ($1,000.00) as damages for that heretofore on, to-wit: October 24, 1953, the plaintiff was driving his tractor and cultivator on U. S. Highway Number 90, which is a public highway, and where the plaintiff had a right to be, and while the plaintiff was driving said tractor and cultivator along said highway at a point approximately 2.3 miles west of Loxley, Baldwin County, Alabama, the defendant was driving an automobile on said

public road in the same direction plaintiff was traveling and while attempting to pass plaintiff's tractor and cultivator, the defendant so negligently operated his automobile as to cause it to strike, run upon, over, or against the tractor and cultivator of plaintiff, and, as a proximate consequence of defendant's negligence, the plaintiff received severe personal injuries in this, to-wit: he was made sick, sore and lame, he was bruised and lacerated; he was internally injured; he was permanently injured; he suffered and continues to suffer great mental anguish and physical pain, for all of which he claims damages as aforesaid, hence this suit.

J. B. Bluche

Attorney for Plaintiff.

2123

RECORDED

AMENDED COMPLAINT

THOMAS L. JERKINS,

Plaintiff,

VS.

JOHN MARION,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED

NOV 25 1953

ALICE J. DUCK, Register

J. B. BLACKBURN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

RECORDED

THOMAS L. JERKINS,	)	IN THE CIRCUIT COURT OF
PLAINTIFF	)	
VS	)	BALDWIN COUNTY, ALABAMA,
JOHN MARION	)	
DEFENDANT	)	AT LAW

Comes the defendant in the above styled cause and demurring to the plaintiff's complaint and to each count thereof, separately and severally, says:

1. That it does not appear therefrom that the damages alleged are the proximate result of the negligence of the defendant.

Lloyd G. Lovelinger
Attorney for Defendant

2123

Thomas L. RECORDED

Plaintiff

vs

John Marion

Defendant

Demurrer

Floyd G. Searingen, attorney

FILED

NOV 24 1953

ALICE I. BUCK, Clerk

STATE OF ALABAMA)
*
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas L. Jerkins, W. L. Hammond and T. W. Cooper, are held and firmly bound unto John Marion in the sum of $4000.00 to be paid to the said John Marion, his 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 and firmly by these presents.

Sealed with our seals and dated this 7th day of December, 1953.

The condition of the above obligation is such that, whereas, Thomas L. Jerkins did, on the 3rd day of November, 1953, obtain a writ of attachment against John Marion for the sum of $8,000.00, which sum was subsequently reduced to $2,000.00, returnable to the next term of the Circuit Court of Baldwin County, Alabama, which said writ was placed in the hands of the Sheriff of Baldwin County, and by him levied upon as property of the defendant, the following property, to-wit:

1 - 1953 Pontiac Sedan, License No. Florida 9W-7997

Now, if the said Thomas L. Jerkins shall have forthcoming and deliver to the officer authorized to receive the same, the above described property, within the time prescribed by law, to satisfy such recovery as may be had, or such judgment as may be rendered, in favor of the defendant in said suit, by the Court trying the same, then this obligation to be null and void, otherwise to be and remain of full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this the day and year first above written.

Thomas L. Jerkins (SEAL)

W. L. Hammond (SEAL)

T. W. Cooper (SEAL)

Taken and approved this the 11th

day of December, 1953.

Alice J. Lenck

Clerk.

RECORDED

Filed
12-11-83
Ruiz f. Lenck

THOMAS L. JERKINS, Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
JOHN MARION, Defendant.	)	AT LAW.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, Thomas L. Jerkins has complained on oath to me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, that John Marion is justly indebted to him in the sum of Eight Thousand Dollars ($8,000.00), and the said Thomas L. Jerkins having made affidavit as required by law in such cases: You are hereby commanded to attach so much of the property of the said John Marion as will be a value to satisfy the said debt and costs, according to the affidavit and complaint; and such property, unless replevied, so to secure that the same may be liable to further proceedings thereon to be had at the next term of the Circuit Court of Baldwin County, to be held at the Court House thereof, when and where you must make known how you have executed this writ.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 3rd day of November, 1953.

Alice J. Duck

Clerk of the Circuit Court of Baldwin County, Alabama.

Plaintiff has not given bond for the issuance of this writ.

Alice J. Duck

Clerk of the Circuit Court of Baldwin County, Alabama.

Received in Sheriff's Office
this 3 day of Nov, 1953
TAYLOR WILKINS, Sheriff

Received 3 day of Nov 19
and on 3 day of Nov 19
I served a copy of the within
on

By ~~service on~~ attaching 1953
Pontiac

TAYLOR WILKINS, Sheriff
By J. DeNoma D.

RECORDED

FILED
NOV 2 1953
ANNE L. DEEN, CLERK

THOMAS L. JERKINS, Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
JOHN MARION, Defendant.	)	AT LAW

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared Thomas L. Jerkins, who, after being by me first duly and legally sworn, deposes and says:

That John Marion is justly indebted to him in the sum of $8,000.00, and that the said John Marion is a non-resident of the State of Alabama.

Affiant further deposes and says that this attachment is not sued out for the purpose of vexing or harassing the said John Marion, defendant.

Thomas L. Jerkins

Sworn to and subscribed before me on
this the 3rd day of November, 1953.

Joseph R. Cain

Notary Public, Baldwin County, Alabama.

202123

RECORDED

FILED
NOV 2 1953
ALICE J. DUCK, Clerk

I, Lieutenant Richard N. Ragland, U. S. Naval Reserve, Legal Officer of Whiting Field, Milton, Florida, hereby certify that John Marion is in the United States Navy serving as a SD2, located at Whiting Field, Milton, Florida; that he is defendant in the suit of Thomas L. Jerkins vs John Marion and that by virtue of his service he is unable to properly defend such action and in the opinion of the undersigned said action should be stayed at this time.

Witness my hand this the 10th day of March, 1954.

Richard N. Ragland

RICHARD N. RAGLAND
LT, USNR
Legal Officer, Whiting Field

RECORDED
No 2123

Thomas L. Jerkins
vs.
John Marion

Military Affidavit

Filed
3-17-54
Alice J. Neuck
Clerk

THOMAS L. JERKINS,	)	IN THE CIRCUIT COURT OF
PLAINTIFF	)	
VS	)	BALDWIN COUNTY, ALABAMA,
JOHN MARION	)	
DEFENDANT	)	AT LAW

Comes the defendant in the above styled cause and for answer to plaintiff's complaint says:

1. That he is not guilty of the matters alleged.

2. That the injury complained of by the plaintiff were the proximate result of the negligence of the plaintiff, in that, at the time and place of the alleged accident, the plaintiff so negligently operated the tractor which he was then and there driving, and which he was operating, so as to drive the same in, over, on or against the defendant's automobile, which said negligence of the plaintiff was the proximate cause of the damages complained of.

T. B. Swearingen

Beebe & Swearingen, Attorneys for defendant

2123

Thomas L. Jerkins

vs

John Marion

Pleas

RECORDED

FILED

JAN 18 1954

ALICE J. DUCK, Clerk

DOCUMENT REQUISITION
(Send to RAD in Triplicate)

TO *(RAD)* Go Ga.	FROM *(BRANCH)* Pensacola Fla.

DEALER NAME	ACCOUNT NO.	CUSTOMER
Mat O'Sullivan Ford	86080	John William Marion

REASON DOCUMENT REQUESTED

Please air Mail Special Delivery to U.C.I.T. Mobile, Ala to Replicon Unit in Alabama

DATE 6/15/52	SIGNATURE J. A. Odom

1377D (4-49)