

TIME DISCOUNT CORP  
a corporation, as assignee of  
WES FLADD, d/b/a  
WES FLADD MOTORS,

Plaintiff,

vs.

JAMES R. FOWLER,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

2134

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, SIX HUNDRED SIXTY EIGHT AND 38/100 (\$668.38) DOLLARS damages for the breach of a written agreement entered into by the Defendant on the 18th day of December, 1953, by which he promised to pay to Wes Fladd Motors the sum of Eighty-five and 83/100 (\$85.83) Dollars each month, commencing on the 18th day of January, 1953, and continuing on the 18th day of each month thereafter until the sum of ONE THOUSAND FIVE HUNDRED FORTY FOUR AND 94/100 (\$1544.94) DOLLARS had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it by the said Wes Fladd Motors, before default in said written instrument, for which a valuable consideration has been paid.

Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of principal due of, to-wit, NINE HUNDRED SIXTY EIGHT AND 38/100 (\$968.38) DOLLARS; that the

automobile mentioned therein was seized and sold and that the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS was received for the automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of the said automobile to the balance due under the said written instrument, a balance of SIX HUNDRED SIXTY EIGHT AND 38/100 (\$668.38) DOLLARS remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

Plaintiff claims the additional sum of ONE HUNDRED THIRTY THREE AND 67/100 (\$133.67) DOLLARS as a reasonable attorney's fee, averring that ONE HUNDRED THIRTY THREE AND 67/100 (\$133.67) DOLLARS is a reasonable attorney's fee as is provided for in said written instrument.

COUNT TWO

Plaintiff claims of the Defendant the sum of, to-wit, SIX HUNDRED SIXTY EIGHT AND 38/100 (\$668.38) DOLLARS, due from the Defendant by promissory note executed by him on, to-wit, the 18th day of December, 1952, which sum of money with interest thereon, is now due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said promissory note due.

Plaintiff claims the additional sum of ONE HUNDRED THIRTY THREE AND 67/100 (\$133.67) DOLLARS as a reasonable attorney's fee, averring that ONE HUNDRED THIRTY THREE AND 67/100 (\$133.67) DOLLARS is a reasonable attorney's fee and is provided for and due under the terms of the said promissory note.

  
Attorney for Plaintiff

Defendant's Address:  
General Delivery  
Foley, Alabama  
or  
Can be served at  
Southport Seafood Company  
Gulf Shores, Alabama

FILED

11-20-53

ALICE J. DUCK, Clerk

no 2134

FILED

NOV 20 1953

ALICE J. DUCK, Clerk

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2134

Fall TERM, 19 53

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon James R. Fowler

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

James R. Fowler

, Defendant

by

Time Discount Corp. (a corp. as assignee of Wes Fladd  
d/b/a Wes Fladd Motors)

, Plaintiff

Witness my hand this 20th day of November 19 53

*Amie J. ...*, Clerk

BOOK 001 PAGE 303

No. 2134 Page       

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

Time Discount Corp.

d/b/a Wes Fladd Motors.

Plaintiffs

vs.

James R. Fowler

Defendants

SUMMONS and COMPLAINT

Filed 11-29-53, 1953

Alice J. Duck, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Nov. 20, 1953

Taylor Wilkins Sheriff

I have executed this summons

this 5 Dec, 1953  
by leaving a copy with

Taylor Wilkins Sheriff

Calvin Starnes Deputy Sheriff

ANDREW HUGGINS

PLAINTIFF,

VS.

B. B. GOODEN,

DEFENDANT.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. No. 2136.

This is a cause wherein the Plaintiff is suing the defendant in detinue for the possession of a dog, as described in the complaint.

The Court, after hearing all of the evidence, finds that there is an irreconcilable conflict in the testimony of the witnesses for the Plaintiff and the witnesses for the Defendant. However, taking into consideration all of the evidence, the conduct and demeanor of the witnesses, the Court finds that the Plaintiff is not entitled to a judgment, and therefore, renders judgment for the Defendant.

Dated this 11th day of February, 1954.

Hubert M. Steel  
Judge

RECORDED

FILED  
FEB 15 1954

RECEIVED  
JAN 1 1964  
U.S. AIR FORCE

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

James R. Owen  
Attorney for Plaintiff,



RECORDED  
MOTION

ANDREW HUGGINS,  
Plaintiff,  
VS.  
B. B. GOODEN,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

The State of Alabama, {  
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

B. B. Gooden

and \_\_\_\_\_

are held and firmly bound unto Andrew Huggins

in the sum of Four hundred Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this 27th day of Nov, 1953

The condition of the above obligation is such that whereas the said \_\_\_\_\_

Andrew Huggins did, on the 27th day of Nov, 1953 sue out of the Circuit Court of Baldwin County a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the following property, to-wit: 1 Brown and White Pointer Bird Dog with large Brown spot on right side and scar on right front shoulder. Dog is approximately four years old

which said writ was placed in the hands of Fayle W. Walker Sheriff of Baldwin County, Alabama, on the 27th day of Nov, 1953, and executed by him on the 30th day of Nov, 1953, by taking into his possession the following property, to-wit:

The above property

And whereas the above bound B. B. Gooden

Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said B. B. Gooden is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.

B. B. Gooden (SEAL)

J. E. Gooden (SEAL)

B. B. Gooden (SEAL)

Taken and approved this 30th day of Nov, 1953

Fayle W. Walker  
Sheriff, Baldwin County, Ala.

**The State of Alabama, }**  
**Baldwin County**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

B. B. Gooden

and \_\_\_\_\_

are held and firmly bound unto Andrew Huggins

in the sum of Four Hundred Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this 27th day of Nov, 1953

The condition of the above obligation is such that whereas the said \_\_\_\_\_

Andrew Huggins did, on the 27th day of Nov, 1953 sue out of the District Court of Baldwin County a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the

following property, to-wit:

1 Brown and White Pointer Bird Dog with large Brown spot on right side and scar on right front shoulder. Dog is approximately four years old

which said writ was placed in the hands of Jay W. Wilkins

Sheriff of Baldwin County, Alabama, on the 27th day of Nov, 1953,

and executed by him on the 30th day of Nov, 1953, by taking into his possession the following property, to-wit:

The above property

And whereas the above bound B. B. Gooden,

Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said B. B. Gooden is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.

B. B. Gooden (SEAL)

J. E. Gooden (SEAL)

B. B. Gooden (SEAL)

Taken and approved this 30th day of Nov, 1953

Jay W. Wilkins  
 Sheriff, Baldwin County, Ala.

RECORDED

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

Circuit Court, Baldwin County

REPLEVY BOND  
OF DEFENDANT

VS.

Taken and approved this \_\_\_\_\_

day of \_\_\_\_\_, 193\_\_\_\_

ANDREW HUGGINS,

Plaintiff,

vs.

B. B. GOODEN,

Defendant.

¶

¶

¶

¶

¶

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

Comes the Defendant in the above styled cause and for answer to the Complaint filed in said cause pleads in short by consent the general issue, with leave to give in evidence any matter which if well pleaded, would be admissible in defense of the action, to have effect as if so pleaded; and with leave to the Plaintiff to give in evidence any matter, which if well pleaded, would be admissible in reply to such defensive matter, to have effect as if so pleaded.

  
Attorneys for Defendant.

2136  
RECORDED

PLEA IN SHORT BY CONSENT

ANDREW HUGGINS,

Plaintiff,

vs.

B. B. GOODEN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

Filed this 11<sup>th</sup> day of January,  
1954.

Wick L. Smith  
Clerk

Copy delivered to R. Owen.

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon B. B. Gooden 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 same, then and there to answer the Complaint of Andrew Huggins.

WITNESS my hand this 27th day of November, 1953.

Alise J. Leach  
Clerk.

\*\*\*\*\*

ANDREW HUGGINS,  
Plaintiff,  
VS.  
B. B. GOODEN,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

COMPLAINT

The Plaintiff claims of the Defendant the following described personal property, viz:

- 1 - Brown and white Pointer Bird Dog with large brown spot on ~~right~~ <sup>left</sup> side and scar on right front shoulder. Dog is approximately five years old, male, and weighs approximately seventy pounds,

with the value of the hire or use thereof during the detention, viz: from the 21st day of November, 1953.

James R. Owens  
Attorney for Plaintiff.

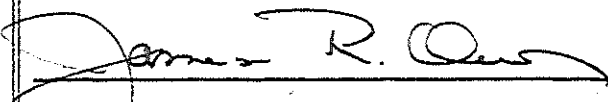
STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

Before me, the undersigned authority, personally appeared Andrew Huggins, who first being duly and legally sworn deposes and says:

That the property sued for in the Complaint of Andrew Huggins vs. B. B. Gooden belongs to Andrew Huggins, the said Plaintiff.

Andrew Huggins

Sworn to and subscribed before me on  
this the 25<sup>th</sup> day of November, 1953.

  
Notary Public, Baldwin County, Alabama

STATE OF ALABAMA )

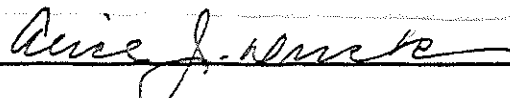
\*

BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

The plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the defendant give bond payable to the plaintiff, with security in double the value of the property, conditioned that if the defendant is cast in the suit, he will, within thirty days thereafter, deliver the property to the plaintiff, and pay all costs and damages which may accrue from the detention thereof.

WITNESS my hand this 27<sup>th</sup> day of November, 1953.



Clerk of the Circuit Court of Baldwin  
County, Alabama



2752  
RECORDED

SUMMONS AND COMPLAINT

ANDREW HUGGINS,

*when for*  
*to Jordan*  
Plaintiff,

VS.

B. B. GOODEN,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

*Filed 11-27-53.*  
*Chief Clerk*

---

JAMES R. OWEN  
ATTORNEY-AT-LAW  
BAY MINETTE, ALABAMA

this 27 day of 11/20, 1953  
TAYLOR WILKINS, Clerk

*Presented - 11-30-53 by serving  
a copy of the within. O.B.B. Gooden  
and taking into my possession  
the within I described property.  
Taylor Wilkins  
Clerk*

ANDREW HUGGINS,

Plaintiff,

VS.

B. B. GOODEN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2136

### MOTION FOR NEW TRIAL

Now comes the Plaintiff in the above styled cause and moves for a new trial of said cause and as grounds therefor assigns the following, separately and severally:

1. The verdict of the court is contrary to the evidence.
2. The verdict of the court is contrary to the law.
3. The Plaintiff has, since the trial of the said cause, discovered new evidence which he did not discover, and could not discover, prior to the trial of this cause, after exercising reasonable diligence to discover such new evidence. The said new evidence consists of a letter from J. C. Rushing, a witness for the defendant in the trial of this cause and which letter reads in full as follows:

"Atmore, Ala."

2-24-54

"Mr. Andrew Huggins:  
Fairhope, Ala.

Dear Mr. Huggins,

Guess you will be surprised to hear from me, but since I have been a witness against you recently, I feel that it is my duty to inform you that we were all wet.

I told Gooden to leave me out of that, but I guess since I had owned a dog so long that he eventually came in possession of and since the dog was involved in a law suit, He felt that he had to summon me. I was very much in doubt as to where that was the dog or not untill I got to Bayminette the day of the trial. I went out and looked at the dog again and then decided that it certainly must be him. On my way back home I kept thinking about the thing and could not be satsfied, we had some pictures of the dog but they had been misslaid and couldnt be found. Last week however we found the pictures and sure enough the wrong man got the dog.

I have three good pictures of the dog and I sat down and wrote to B. B. Gooden to carry the dog back to you. Im hoping he will. I want you to know that

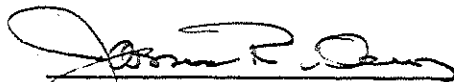
what I did was perfectly honest, but since I found the pictures there is lots of difference in the two dogs I sent one of the pictures to Gooden so he could be sure for him self.

Now I want to see that you get your dog. I do hope however that it wont be in Court any more, so Just sit sturdy in the boat and if B. B. dosent come around let me know and I'll go to see him. He probably didnt get my letter untill about Friday so give him two or three more days, before you start pushing. B. B. and Crip have always been friends of mine. Their dady has been a very special friend of mine, there is the best chance for you to have the dog. If you will go to Mr. Gooden J. E. and tell him that you have this information he will see to it that the right thing is done.

Let me hear from you.

Yours Truly

J. C. Rushing "



Attorney for Plaintiff.

MOTION FOR NEW TRIAL

ANDREW HUGGINS,

Plaintiff,

VS.

B. B. GOODEN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2136

*Filed 3-11-54  
Alice French  
Curb*

BOND

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That we, Andrew Huggins, as Principal, and H. C. Jordan and Norvin O. Guest, as sureties, are held and firmly bound unto B. B. Gooden in the sum of \$200.00, to be paid to the said B. B. Gooden, 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 25th day of November, 1953.

The condition of the above obligation is such, That where- as the above bound Andrew Huggins, on the day of the date hereof hath obtained at the suit of Andrew Huggins vs. B. B. Gooden, a summons and complaint for the recovery of personal property in specie a- gainst said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of Baldwin County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said plaintiff shall fail in this suit, and shall pay the defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obliga- tion to be void, otherwise to remain in full force and effect.

Andrew C. Huggins (SEAL)

H. C. Jordan (SEAL)

Norvin O. Guest (SEAL)

Approved this 27th day of November, 1953.

Reuben J. Drake  
Clerk.

2136

**BOND**  
**RECORDED**

ANDREW HUGGINS,  
Plaintiff,  
VS.  
B. B. GOODEN,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

Rushing 6 Nov 1946

Kept till June 1951

Scar at hind foot

Round eye-

knip at shoulder

9 Jan

(1)

Road June 1951  
~~Left~~ hind leg - Crook 'Dam'

(2)

Green 1951-52

knip at leg

Cut at leg

(3)

Hunting qualities

Jones 'Dillon'

Shut 1 1/2 yr ago - found dog -

Scar on at hind leg

(4)

Mr H

Did not bring -

Rep H

Just saw July 1951 - M91

Last saw Oct 1953

~~Setter~~

Will H

Saw in 1951

Scar - Test on breast -

Jvey -  
1951-54.  
Scar at hind leg. "Dan" (5) 1

---

Gooden 1951 (6)  
Hit by 3 jumping at 1st shoulder  
Scar at hind leg "Dan"



Bay Minette, Ala.,

11/28, 1953

To the Sheriff of

Mobile

County,

Mobile

, Alabama.

I enclose herewith

P.O. for Lord Edward Eubank,  
W.B. Waring 132 So. 5th St. Mobile

Please serve and return as early as possible.

Raymond Williams

Sheriff Baldwin County Alabama.

(If not found in your county please advise promptly giving information as to present location if possible)

121

10/10/1944

County

To the State of

Alabama

2136

County

Shirley Ann Smith

Shirley Ann Smith

Shirley Ann Smith

Shirley Ann Smith

Bay Minette, Ala., 12/5, 1953

To the Sheriff of Mobile County,  
Mobile, Alabama.

I enclose herewith B & C for J.B. Swade - Grand  
Bay, Mobile, Ala.

Please serve and return as early as possible.

Myron E. Williams  
Sheriff Baldwin County Alabama.

(If not found in your county please advise promptly)

(in as to present location if possible)

August 1953

Saw June & July 1953

Unip. Nov 1952

Saw between + shoulder

" on RT "

Saw on body -

Mr. H. first saw in 1951

" Henry "