

AUTO OUTLET, INC.,	:	IN THE CIRCUIT COURT OF
a corporation,	:	BALDWIN COUNTY, ALABAMA
Plaintiff,	:	AT LAW
VS	:	NO. <u>2158</u>
H. W. WILSON,	:	
Defendant.	:	

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, THREE HUNDRED SEVENTY-SEVEN AND 80/100 (\$377.80) DOLLARS damages for the breach of a written agreement entered into by the Defendant on the 30th day of December, 1952, by which he promised to pay to Auto Outlet, Inc., the sum of Twenty and 14/100 (\$20.14) Dollars each month, commencing on the 1st day of February, 1953, and continuing on the 1st day of each month thereafter until the sum of FOUR HUNDRED TWO AND 80/100 (\$402.80) 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 Auto Outlet, Inc., 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, FOUR HUNDRED TWO AND 80/100 (\$402.80) DOLLARS; that the automobile mentioned therein was seized and sold and that the sum of Twenty-five and 00/100 (\$25.00) 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 THREE HUNDRED SEVENTY-SEVEN AND 80/100 (\$377.80) DOLLARS remains due and unpaid.

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

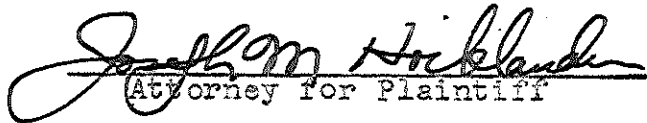
Plaintiff claims the additional sum of Seventy-five and 56/100 (\$75.56) Dollars as a reasonable attorney's fee, averring that Seventy-five and 56/100 (\$75.56) Dollars is a reasonable attorney's fee as is provided for in said written instrument.

COUNT TWO

The Plaintiff claims of the Defendant the sum of, to-wit, THREE HUNDRED SEVENTY-SEVEN AND 80/100 (\$377.80) DOLLARS, due by promissory note executed by the Defendant on, to-wit, the 30th 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 written instrument.

Plaintiff claims the additional sum of Seventy-five and 56/100 (\$75.56) Dollars as a reasonable attorney's fee, averring that Seventy-five and 56/100 (\$75.56) is a reasonable attorney's fee as is provided for in said written instrument.

  
Attorney for Plaintiff

Defendant's Address:  
Stapleton, Alabama

or

Can be served at L&N RR

Can be served at 1200 N.  
of  
Stanton, Alabama  
Defendant, a legatee;

Approved for Stipulation  
*[Signature]*

as is provided for in said written instrument.

Seventy-five and 20/100 (\$72.20) is a reasonable attorney's fee  
(\$72.20) Dollars as a reasonable attorney's fee covering such

litigation claims the additional sum of seventy-five and 20/100  
exemption contained in said written instrument.

Plaintiff claims the benefit of a waiver of personal property  
is now due and owing.

of December, 1925, which sum of money with interest  
thereon was expended by the Defendant on behalf of the  
THIRTY HUNDRED SEVENTY-SEVEN AND 80/100 (\$312.80) Dollars.  
The Plaintiff claims of the Defendant the sum of  
COUNT TWO

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Plaintiff claims the benefit of a waiver of personal property  
and owing.

HUNDRED SEVENTY-SEVEN AND 80/100 (\$312.80) Dollars remains due  
the undersigned said written instrument, a notice of which  
received from the wife of the said expomote to the person

FILED  
JAN 22 1954  
COURT

AUTO OUTLET, INC.,	:	IN THE CIRCUIT COURT OF
a corporation,	:	
	:	BALDWIN COUNTY, ALABAMA
Plaintiff,	:	
	:	AT LAW
VS	:	
	:	NO. _____
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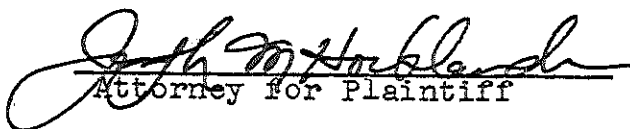
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FILED

1-2 1954

ALICE I. DUCK, Clerk

  
Attorney for Plaintiff

Defendant's Address:  
Stapleton, Alabama  
or  
Can be served at L&N RR

BOOK 003 PAGE 396

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2158

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon H. W. Wilson

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

H. W. Wilson, Defendant

by Auto Outlet, Inc., A Corp

Plaintiff

Witness my hand this 2nd day of January 19 53

W. J. Smith, Clerk

BOOK 003 PAGE 397

No. 2158

Page

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

AUTO OUTLET INC., a corp

Plaintiffs

vs.

H. W. WILSON

Defendants

SUMMONS and COMPLAINT

Filed 1-2-54, 19

Clerk

Plaintiff's Attorney

Defendant's Attorney

RECORDED

Defendant lives at

RECEIVED IN OFFICE

1953

Sheriff

I have executed this summons

this 19

by leaving a copy with

7 Jan 1954

in my custody after diligent search and has

Taylor Wilson Sheriff

Deputy Sheriff

in the Army

Sheriff

Deputy Sheriff

STATE OF ALABAMA

COUNTY OF BLADWIN

TO THE HON. HUBERT M. HALL, JUDGE OF THE 28th JUDICIAL  
CIRCUIT

Your petitioner, James L. Cook and Albert Cook, respectfully represents unto your Honor as follows:

I

That said parties are imprisoned or restrained of their liberty in the jail of Baldwin County, Alabama, by Taylor Wilkins, Sheriff of said county and State, on warrants issued out of the justice court of H. F. Davis, J. P., Dist. 1, of Escambia County, Florida, copies of which are attached hereto and asked to be made a part hereof as if literally copied herein in words and figures.

II

Your petitioners would further show unto this Honorable Court that said warrants are true copies of warrants heretofore executed and served upon these petitioners in Simpson County, Mississippi, and that they have heretofore on the 23rd day of November, 1953, <sup>been arrested and</sup> entered into a good and sufficient Bond, approved by the Sheriff of said Simpson County, Mississippi, Garrett P. Mullins, conditioned according to law to appear at such time and place as directed by said Garrett P. Mullins or the Governor of the State of Mississippi and therefore the State of Alabama has no authority to arrest, imprison or restrain your petitioners on same and identical charges which they have heretofore entered into bond conditioned according to law.

THE PREMISES CONSIDERED, petitioners prays that a writ of habeas corpus be issued, directed to the said Taylor Wilkins, Sheriff, commanding him to bring the bodies of petitioners before your honor, at such time and place as you may appoint together with the cause of petitioner's detention, then and there to do and receive what should be done concerning them.



Witness our signatures on this the 2nd day of January,  
1954.

James L. Cook  
JAMES L. COOK

Albert Cook  
ALBERT COOK, PETITIONERS

Personally appeared before me the undersigned authority  
in and for the jurisdiction aforesaid, JAMES L. COOK and ALBERT  
COOK, who being duly sworn says that the statements contained in  
the foregoing petition are true and correct to the best of  
their knowledge, information and belief.

Deane L. Luck  
OFFICER clerk, circuit court

1/2/54 - Proper proof being made to the  
Court that the allegations of the  
Petition are true, and that the Petitioner  
are under bond to answer identical  
charges in Simpson County, Mississippi  
(Memphis) the Petition is granted -  
and the Petitioners are ordered  
released -  
Subscribed on 1/2/54  
Judge

...of the ... ..

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2158

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213  
Ex parte  
1-4-54

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2158

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon E. W. Wilson

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in  
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E. W. Wilson, Defendant

by Auto Outlet, Inc., A Corp

, Plaintiff

Witness my hand this 2nd day of January 1953

W. J. Rusk, 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