

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama,
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon JAMES LAFFERTY, 401 Jasmine Avenue, Fairhope,
Alabamato be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile
County, on the 7th day of December, 1971 at the hour of 9:00 A.M.,
then and there to answer a complaint of MANAGEMENT RECRUITERS OF MOBILE, INC.

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this _____ day of _____

OCT 26 1971

J. D. Richardson
Clerk of the Court of General Sessions of Mobile County.Cause of Action Plaintiff claims of Defendant \$281.82 due by written contract made
between Defendant and Plaintiff on, to-wit: February 11, 1971, which sum of money
with the interest thereon is still due and unpaid. Plaintiff avers Defendant
defaulted under the terms of said contract on, to-wit: September 10, 1971.FEIBELMAN & SILVER, Attorneys for Plaintiff

COMPLAINT AND SUMMONS

Atty. for Plaintiff: Irving Silver, 2103 First National Bank Building (P. O.
Atty. for Defendant: Box 2082) Mobile, Ala. 36601 433-1597

THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY

No. 102111

Ret.

December 7, 1971

MANAGEMENT RECRUITERS OF MOBILE, INC.

VS.

JAMES LAFFERTY
401 Jasmine Aveune
Fairhope, Alabama

Continued To

Defendant may also be served at:

Ballard Furniture Salvage, Hwy. 31,
Spanish Fort, Alabama

Executed by Service on

Defendant

This day, 19.....

Sheriff of Mobile County

By
Deputy Sheriff

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama,
MOBILE COUNTY

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defaulted under the terms of said contract on, to-wit: September 10, 1971.*[Signature]*
FEIBELMAN & SILVER, Attorneys for Plaintiff

✓

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

36001
TAYLOR WILKINS, CHIEF OF BALDWIN COUNTY, ALABAMA, CLAIM \$1.50 EACH FOR SERVING PROCESS (ES) ON EACH OF \$250.00 TRAVEL EXPENSE ON EACH OF \$250.00 PROCESS(ES) OR A TOTAL OF \$250.00

Building 6P 2104H '71
NOV 10 8 21 AM '71

BY _____

Defendant may also be served at:
— Ballard Furniture Salvage, Hwy. 31,
Spanish Fort, Alabama

Continued To

OCT 28 1971

Executed by Service on

This 8 day Nov. 1933

Deputy Sheriff

By _____ Deputy Sheriff

Only

Received 28 day of Oct. 19 71
 and on 8 day of Nov. 19 71
 I served a copy of the within 1+c
 on James Daffertay
 By service on Sam Lefky
TAYLOR WILKINS Sheriff
W. Mack D. S.
 BY

BAILEY & TAYLOR
ATTORNEYS AT LAW
61 NORTH SECTION STREET
P. O. BOX 361
FAIRHOPE, ALABAMA 36532
DECEMBER 3, 1971

MR. J. D. RICHARDSON
CLERK, GENERAL SESSIONS COURT
MOBILE COUNTY,
MOBILE, ALABAMA

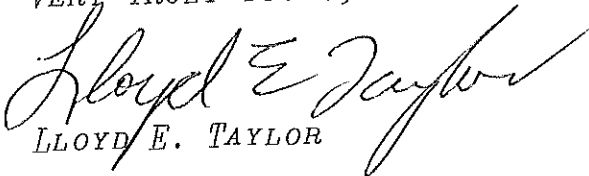
RE: CASE #102111

DEAR MR. RICHARDSON:

PLEASE FILE THE ENCLOSED PLEA IN ABATEMENT
IN THE ABOVE REFERRED CASE.

THE ATTORNEYS FOR THE PLAINTIFF ARE
FEIBLEMEN & SILVER.

VERY TRULY YOURS,


LLOYD E. TAYLOR

LET: D

INLS: AS NOTED ABOVE

DEC 6 1 44 PM '71
COURT OF GENERAL
SESSION

MANAGEMENT RECRUITERS OF MOBILE, INC Ø
A CORPORATION

PLANTIFF

Vs.

JAMES LAFFERTY

DEFENDANT

4.
IN THE COURT OF GENERAL
SESSIONS OF MOBILE COUNTY

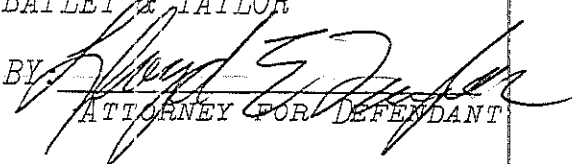
ALABAMA

CASE NO: 102111

COMES NOW THE DEFENDANT IN THE ABOVE STYLED CAUSE AND AP-
PEARS SPECIFICALLY FOR FILING THIS PLEA IN ABATEMENT AND FOR REASONS
THEREFOR SAYS; THAT HE IS A RESIDENT OF FAIRHOPE, BALDWIN COUNTY,
ALABAMA AND WAS A RESIDENT AT THE TIME OF FILING THIS SUIT IN THE
COURT OF GENERAL SESSIONS OF MOBILE COUNTY, ALABAMA; THAT HE WAS
A RESIDENT OF FAIRHOPE, BALDWIN COUNTY, ALABAMA AT THE TIME THE
PROMISSORY NOTE WAS ALLEGED TO HAVE BEEN EXECUTED.

FOR THE REASON HEREIN, SAID SUIT SHOULD BE ABATED IN THE
GENERAL SESSION COURT OF MOBILE COUNTY, ALABAMA.


BAILEY & TAYLOR

BY: 
ATTORNEY FOR DEFENDANT

STATE OF ALABAMA Ø

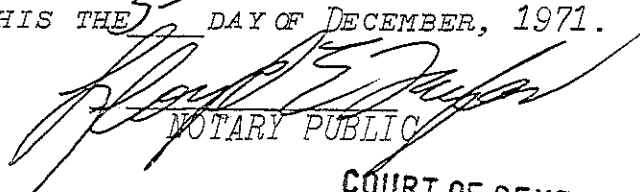
COUNTY OF BALDWIN Ø

BEFORE ME, PERSONALLY APPEARED JAMES LAFFERTY, WHO HAVING
FIRST BEEN DULY SWORN, DEPOSES AND SAYS THAT THE FACTS IN THE FORE-
GOING ARE TRUE.


JAMES LAFFERTY

SWORN AND SUBSCRIBED TO BEFORE ME

ON THIS THE 3rd DAY OF DECEMBER, 1971.


NOTARY PUBLIC

COURT OF GENERAL
SESSION

DEC 6 1 44 PM '71

102111

RECEIVED TO TRUCC
1-12

RECEIVED 1 6 68

5

\$281.82

Clerk of The Court of General Sessions of
Mobile County, Alabama

COST BILL

ATTORNEYS FOR PLTF:—

General Sessions (Civil Div.) Court of Mobile, Mobile County Court House, Mobile, Ala.
Management Recruiters of Mobile, Inc.

James Lafferty

Plaintiff

Defendant

CASE NO. 102111

Garnishee

COURT FEES

Summons and proceedings thereon to judgement	1.50
Docketing each cause	1.00
Execution	1.00
Attachment Bond and Affidavit	2.50
Law Library Fee	1.00
Summoning Garnishee	1.00
Every necessary certificate or notice not provided for	1.00
	\$
TOTAL	\$

SHERIFF'S FEES

Levying Attachment	12.00
Serving witness subpoenas	1.50
Summoning Garnishee and making return	3.00
Serving Summons and other mesne process, and returning the same	3.00
Collecting execution for costs only	3.00
Serving any summons not herein provided for, and making return	3.00
Mileage	
TOTAL	\$

GRAND TOTAL \$ 16.50

I respectfully call your attention to the above Court Cost Bill which if not paid by
19____, it will be my unpleasant duty to issue execution on your property for the recovery of the same.

J. D. Richardson Clerk

TRANSFER

NOTICE of ~~APPEAL~~

STATE OF ALABAMA,)
MOBILE COUNTY)

Management Recruiters of Mobile, Inc.

Plaintiff

VS.

James Lafferty

Defendant

To James Lafferty, the defendant

in said Cause:

You are hereby notified that Management Recruiters of Mobile, Inc.

the Plaintiff in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama from the judgment therein rendered by the COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of Baldwin County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 8 day of December 1971

Clerk, Court of General Sessions of Mobile County, Civil Division

Case No. 102111

10,153

Management Recruiters of Mobile, Inc.

Plaintiff,

VS

James Lafferty

Defendant.

TRANSFER

NOTICE OF APPEAL

Returnable To The Circuit Court of

Baldwin County, Alabama

Issued: December 8, 1971

Serve On:

James Lafferty
401 Jasmine Avenue
Fairhope, Alabama

Lafferty 01650
10,153
P-1

Management Recruiters®

OF MOBILE, INC.
The matchmakers®

Commercial Guaranty Bank Building • Suite 202
51 St. Joseph Street • Mobile, Alabama 36602
(205) 438-4751

CONTRACT AGREEMENT — READ CAREFULLY

I hereby acknowledge that I have filed an application with MANAGEMENT RECRUITERS OF MOBILE, INC., hereinafter referred to as MANAGEMENT RECRUITERS, to assist me in securing a position of employment and agree —

1. That, providing I accept a position secured (either directly or indirectly any time within two years from the date of my first referral to an employer) through the efforts of MANAGEMENT RECRUITERS I will pay to MANAGEMENT RECRUITERS a placement fee as follows:

(a) For permanent positions (those positions lasting 30 or more days), the placement fee is a percentage of the total compensation for the first year, as agreed to at the time of acceptance of the position.

FEE	COMPENSATION	FEE	COMPENSATION
8%	to \$ 4,999.99	19%	\$19,000.00 to \$19,999.99
9%	\$ 5,000.00 to \$ 5,999.99	20%	\$20,000.00 to \$20,999.99
10%	\$ 6,000.00 to \$ 9,999.99	21%	\$21,000.00 to \$21,999.99
12%	\$10,000.00 to \$12,999.99	22%	\$22,000.00 to \$22,999.99
15%	\$13,000.00 to \$15,999.99	23%	\$23,000.00 to \$23,999.99
16%	\$16,000.00 to \$16,999.99	24%	\$24,000.00 to \$24,999.99
17%	\$17,000.00 to \$17,999.99	25%	\$25,000 up
18%	\$18,000.00 to \$18,999.99		

(b) For temporary positions (those positions lasting fewer than 30 days) the placement fee is twenty-five percent of all wages earned or the permanent placement fee for the same position, whichever is less.

2. That all information furnished by MANAGEMENT RECRUITERS is in strict confidence and that the placement of another person as a result of my breach of such confidence will make me liable for a placement fee.
3. That, in order to determine the total compensation for the first year, MANAGEMENT RECRUITERS may include a reasonable estimate (not subject to increase or reduction thereafter) of commissions, bonuses, or other incentives in lieu of or in addition to salary.
4. That the term "acceptance," as used in this contract, shall be construed to mean an agreement with the employer to begin work, and that my acceptance of a position shall constitute conclusive evidence of my thorough understanding of the terms of employment, responsibilities, duties, compensation and starting date.
5. To pay the permanent placement fee in full (when the employer has not paid any or all of the fee) (a) if I fail to report for work after accepting a position, or (b) if I, within fewer than 30 days after commencing work, leave a position without fault on the part of the employer or am discharged for fault on my part.
6. To pay the difference between the permanent placement fee and the portion of the placement fee retained from the employer (when the employer has paid all or part of the fee) (a) if I fail to report for work after accepting a position, or (b) if I, within fewer than 30 days after commencing work, leave a position without fault on the part of the employer or am discharged for fault on my part.
7. To pay to MANAGEMENT RECRUITERS a commission of twenty-five percent of the annual increase if my present employer increases my salary and retains my services after learning that I was referred to a new employer, providing the referral was made by MANAGEMENT RECRUITERS.
8. To treat all information furnished by MANAGEMENT RECRUITERS especially that which relates to positions discussed with me or to which I may be referred, as private and confidential and to report immediately to MANAGEMENT RECRUITERS the results of any interview arranged by them.
9. To pay cash in full upon accepting a position.
10. That if I accept a position where the employer had indicated he would pay the fee for MANAGEMENT RECRUITERS services, and subsequently the employer refuses to pay the fee, I may terminate my employment immediately without incurring an obligation to pay the fee; but that if I elect to remain in a position under the aforementioned circumstances I will pay to MANAGEMENT RECRUITERS the permanent placement fee which MANAGEMENT RECRUITERS would otherwise have received from the employer.
11. That MANAGEMENT RECRUITERS does not guarantee that it will secure a position for me, nor does it guarantee the permanency of any position, the payment of salary, suitable working conditions or anything else not expressly represented herein; and that the services of MANAGEMENT RECRUITERS are completed upon my acceptance of a position.
12. I hereby acknowledge that I have read and received a copy of this contract.

SIGNATURE

DATE

NAME (Please Print)

ADDRESS

ACCEPTED BY

Agent of Management Recruiters of Mobile, Inc.

TRANSFER

NOTICE of ~~APPEAL~~

STATE OF ALABAMA,)
MOBILE COUNTY)

Management Recruiters of Mobile, Inc.

Plaintiff

VS.

James Lafferty

10,153

Defendant

To **James Lafferty, the defendant**

in said Cause:

You are hereby notified that **Management Recruiters of Mobile, Inc.**

the **Plaintiff** in the above entitled cause has prayed and obtained **a transfer to the Circuit Court of Baldwin County, Alabama** from ~~an appeal from the judgement therein rendered by~~ the COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of ~~Mobile~~ ^{Baldwin} County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 8 day of December 1971

John D. Richardson
Clerk, Court of General Sessions of Mobile County, Civil Division

Case No. 102111

Management Recruiters of Mobile, Inc.

Plaintiff,

VS

James Lafferty

Defendant.

TRANSFER

NOTICE OF ~~APPEAL~~

Sheriff's Return

Returnable To The Circuit Court of
Baldwin County, Alabama

Issued: December 8, 1971

Serve On:

James Lafferty
401 Jasmine Avenue
Fairhope, Alabama

DEC 13 1971

TAYLOR WILKINS
SHERIFF

Received 13 day of Dec. 1971

and on 16 day of Dec. 1971

I served a copy of the within Notice of Transfer
on James Lafferty

By service on James Lafferty

TAYLOR WILKINS, Sheriff
By W. L. Allen D. S.

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVICE 1 PROCESSING AND 440

TRAVEL EXPENSE ON EACH OF \$ 4.00

PROCESS[ES] OR A TOTAL OF \$ 5.00

RECD. SHERIFF DEPT.
MOBILE COUNTY, ALA.

DEC 9 8 55 AM '71

BY

Bay Minette, Ala., Sept. 6 1922

To the Sheriff of Mobile County, Mobile, Alabama

I enclose herewith An Ord. Mat. + Notice for
Crestview Mobile Housing, Inc.
Mobile, Ala. Thanks!

Please serve and return as early as possible.

Taylor Wilkins
Sheriff, Baldwin County, Alabama

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