

2265

BOOK 001 PAGE 392

STATE OF ALABAMA I  
BALDWIN COUNTY I

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon S. W. Jacobs to appear within thirty days from 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 Commercial Credit Corporation, a corporation.

Witness my hand, this the 19<sup>th</sup> day of May, 1954.

David J. Warrick  
Clerk

Commercial Credit Corporation,  
a corporation  
  
Plaintiff,  
  
VS  
  
S. W. Jacobs,  
  
Defendant.

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA,  
  
AT LAW.

COUNT 1. The Plaintiff claims of the Defendant the sum of One Thousand Five and 75/100 Dollars (\$1005.75) balance due on promissory note dated January 15, 1953, in the sum of One Thousand Six Hundred Nine and 20/100 Dollars (\$1609.20), executed by him to Plaintiff, payable February 1, 1954, with interest thereon.

Plaintiff further alleges that in and by said note the Defendant waived all right of exemption as to personal property under the laws of the State of Alabama and Plaintiff claims the benefit of the said waiver.

Plaintiff further alleges that in and by the said note the Defendant promises to pay all cost of collection, including a reasonable attorney's fee, and Plaintiff claims of the Defendant the further and additional sum of One Hundred Fifty Dollars (\$150.00) as a reasonable attorney's fee in the premises.

COUNT 2. The Plaintiff claims of the Defendant the additional sum of Five Hundred Sixty-eight and 44/100 Dollars (\$568.44) balance due on promissory note dated December 17, 1952, in the sum of One Thousand One Hundred Thirty-six and 88/100 Dollars (\$1136.88), executed by him to Plaintiff, payable February 1, 1954, with interest thereon.

Plaintiff further alleges that in and by said note the Defendant waived all right of exemption as to personal property under the laws of the State of Alabama and Plaintiff claims the benefit of the said waiver.

Plaintiff further alleges that in and by the said note the Defendant promises to pay all cost of collection, including a reasonable attorney's fee, and Plaintiff claims of the Defendant the further and additional sum of One Hundred Dollars (\$100.00) as a reasonable attorney's fee in the premises.

FILED

5-19-54

ALICE I. DUCK, Clerk

BEEBE & SWEARINGEN

By

*J. D. Swearingen*  
Attorneys for Plaintiff

702265

Received 19 day of May 1954  
and on 19 day of May 1954  
served a copy of the within

on \_\_\_\_\_

by service on S.W. Jacobs

TAYLOR WILKINS, Sheriff  
By P. B. Bell D. S.

COMMERCIAL CREDIT CORPORATION,  
A CORPORATION

PLAINTIFF,

VS

S. W. JACOBS,  
DEFENDANT.

COMPLAINT

FILED  
MAY 19 1954  
ALICE J. DUCK, Clerk

BEEBE & SWEARINGEN  
LAWYERS  
BAY MINETTE, ALABAMA

No. 1073

\$ 1,609.20 Mobile Alabama Date January 15, 19 53  
(City) (State)

For value received, I promise to pay to the order of COMMERCIAL CREDIT PLAN INCORPORATED, One thousand six hundred nine  
and 20/100 Dollars (\$ 1,609.20) at the office of COMMERCIAL CREDIT PLAN INCORPORATED, at Mobile, Alabama

in 24 equal instalments of \$ 67.05 each on the 1st day of each successive month hereafter, beginning March 1, 19 53  
(No of instalments) (am't of each instalment) (due date of payment)

or as follows No exceptions together with interest at the highest legal rate after maturity until paid and if not so paid to become part of principal and bear the same rate of interest.

This note is secured by and is subject to the terms and conditions of a Chattel Mortgage on personal property of even date herewith to COMMERCIAL CREDIT PLAN INCORPORATED.

If any instalment of this note is not paid at or before maturity, or if the undersigned defaults in the performance of any of the terms, conditions and provisions of the Chattel Mortgage securing the payment hereof, the balance remaining unpaid hereunder shall immediately become due and payable and the undersigned, and each of them, hereby agree to pay any expenses of collection, including ten (10%) per cent attorney's fee. All parties to this note, including sureties, endorsers, and guarantors, hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and diligence in bringing suit against any party hereto and hereby consent that time may be extended after any maturity without notice.

Undersigned and endorsers hereby waive all benefit of valuation, appraisalment and homestead or other exemption laws now in force or hereafter passed, including stay of execution and condemnation.

V. A. W. Jacobs (Seal)  
\_\_\_\_\_  
(Seal)

C O P Y

(Rec'd Apr 21 1954  
SECRETARY OF STATE)

STATE OF ALABAMA, |  
COUNTY OF BALDWIN. |

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon P. E. HEARNE and DONALD LAWRENCE MEADS, or DONALD LAWRENCE MEADE, individually, and as partners, doing business as H & M TRUCK LINES, 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 MORGAN S. LITTLE, a Minor, suing by CLYDE LITTLE, as Next Friend.

Witness my hand this 20th day of April, 1954.

/s/ ALICE J. DUCK  
C L E R K.

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C O M P L A I N T.

|                                  |   |                          |
|----------------------------------|---|--------------------------|
| MORGAN S. LITTLE, A MINOR, SUING | * |                          |
| BY CLYDE LITTLE, AS NEXT FRIEND, | * |                          |
| Plaintiff,                       | * | IN THE CIRCUIT COURT OF  |
| VS.                              | * | BALDWIN COUNTY, ALABAMA. |
| P. E. HEARNE AND DONALD LAWRENCE | * | AT LAW.                  |
| MEADS, OR DONALD LAWRENCE MEADE, | * |                          |
| Individually, and as partners,   | * | NO. _____                |
| doing business as H & M TRUCK    | * |                          |
| LINES,                           | * |                          |
| Defendants.                      | * |                          |

C O U N T   O N E.

The plaintiff claims of the defendants the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS, as damages, for that, heretofore, on to-wit: March 5, 1954, at about 10:30 P. M., the plaintiff was operating an automobile on a public highway, viz: U. S. Highway No. 31 and 90, in Baldwin County, Alabama, at a point on the West End of Blakely River Bridge, about 6.3 miles east of Mobile, Alabama, where he had a right to be, and the defendant, DONALD LAWRENCE MEADS or DONALD LAWRENCE MEADE, an agent, servant, or employee of the defendants P. E. HEARNE AND DONALD LAWRENCE MEADS Or DONALD LAWRENCE MEADE, doing business as H & M TRUCK LINES, who was then and there acting within the line and scope of his employment as such agent, servant, or employee, so negligently operated an automotive truck then and there, as to

cause said automotive truck he was operating to run over, upon or against the automobile which the plaintiff was then and there operating; and plaintiff avers that as a proximate consequence thereof he suffered serious and permanent injuries to his face, head, limbs, and body; he suffered multiple cuts, bruises, abrasions and lacerations about his face, head, limbs and body; he was made sick, sore, lame and disordered; he was caused to suffer great and permanent mental and physical anguish; he was caused to suffer a concussion of the brain; his nose was broken and permanently injured; both cheek bones were shattered and smashed and permanently injured; one tooth was knocked out and three others were broken; both jaw bones were broken and permanently injured; his ribs were sprained and bruised and permanently injured; his left knee cap was broken and shattered and permanently injured; his left thigh bone was broken and permanently injured; both of his ankles were bruised and sprained and permanently injured; he was caused to lose much time from his work and suffered great financial loss as a result thereof; his earning capacity was permanently impaired; and plaintiff was caused to spend large sums of money for doctors' bills, and hospital bills, and nurses' bills, and for medical attention and medical supplies in and about the treatment of the injuries which plaintiff received, all to the damage of the plaintiff as aforesaid. And plaintiff avers that all of his damages were proximately caused by the said negligence of the defendant, DONALD LAWRENCE MEADS, OR DONALD LAWRENCE MEADE, an agent, servant or employee of the defendants, P. E. HEARNE AND DONALD LAWRENCE MEADS, OR DONALD LAWRENCE MEADE, doing business as H & M TRUCK LINES, while acting within the line and scope of his employment as such agent, servant, or employee, in and about the negligent operation of said automotive truck at the time and place and on the occasion aforesaid; wherefore he sues.

/s/ Telfair J. Mashburn, Jr.  
Attorney for Plaintiff.

Plaintiff respectfully requests that this cause be tried by a jury.

/s/ Telfair J. Mashburn, Jr.  
Attorney for Plaintiff.

C O P Y

Mrs. Agnes  
Baggett  
Secretary of  
State

STATE OF ALABAMA  
OFFICE OF SECRETARY OF STATE  
Montgomery 4, Alabama  
April 21, 1954

REGISTERED MAIL  
RETURN RECEIPT REQUESTED  
DELIVER TO ADDRESSEE ONLY

P. E. Hearne,  
Individually and as a Partner of  
H & M Truck Lines  
1517 Bessie Street  
Ft. Worth, Texas

You will take notice that on April 21, 1954, the Sheriff of  
Montgomery County, Alabama, served upon me, in my official capacity,  
summons and complaint in a case entitled

Morgan S. Little, a Minor, suing by Clyde Little, as Next Friend  
, Plaintiff, vs.

P. E. Hearne, Et Als

Defendants in the Circuit Court of Baldwin County, Alabama, At Law,  
Case No. 2236, true copy of which summons and complaint is attached  
hereto and the said service upon me as Secretary of State of the  
State of Alabama has the force and effect of personal service upon  
you.

WITNESS MY HAND and the Great Seal of the State of Alabama this  
the 21st day of April, 1954.

/s/ MRS. AGNES BAGGETT  
Secretary of State

Encl. 1 copy of summons and complaint

(SEAL)

cc: Hon Telfair J. Mashburn, Jr.  
Attorney at Law  
Bay Minette, Alabama

In the Matter of the Removal to  
the District Court of the United  
States for the Southern District  
of Alabama, Southern Division,  
of the case of:

MORGAN S. LITTLE, A MINOR, SUING  
BY CLYDE LITTLE, AS NEXT FRIEND,

Plaintiff,

vs.

P. E. HEARNE AND DONALD LAWRENCE  
MEADS, OR DONALD LAWRENCE MEADE,  
Individually, and as partners,  
doing business as H & M TRUCK LINES,

Defendants.

TO: Mr. Telfair J. Mashburn, Jr.  
Attorney for Plaintiff  
Bay Minette, Alabama

Please take notice that P. E. Hearne and Donald Lawrence  
Meade, individually, and as partners, doing business as H & M  
Truck Lines, the Defendants in the above styled cause, have  
on the \_\_\_\_ day of May, 1954, filed their petition to remove  
the above entitled action to the United States District Court  
for the Southern Division of the Southern District of Alabama,  
a copy of the said petition being attached to this said notice,  
and that said Defendants have on the \_\_\_\_ day of May, 1954,  
filed in the United States District Court a bond with good and  
sufficient surety conditioned as is provided by law with respect  
to said proceedings. You are hereby further notified that a  
copy of the said petition is being filed this day with  
Mrs. Alice J. Duck, Clerk of the Circuit Court of Baldwin  
County, Alabama, wherein said cause is now pending, which  
shall effect the removal of said cause from said Court.

This said notice is given to you as attorney for the Plaintiff  
in compliance with the provisions of Title 28 U.S.C.A., Sec. 1446 (e).

Dated this \_\_\_\_ day of May, 1954.

MCCORVEY, TURNER, ROGERS, JOHNSONE & ADAMS

By: \_\_\_\_\_  
Attorneys for Defendants

I, R. F. Adams, hereby certify that on  
this date I have served the above notice  
on the Honorable Telfair J. Mashburn, Jr.  
This the \_\_\_\_ day of May, 1954.