

2296

State of Alabama  
County of Baldwin

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Teate Brothers Nash to appear and plead, answer or demur in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the Complaint filed in said Court by George E. Cooper, Plaintiff against Teate Brothers Nash, Defendant. *within 30 days*

Witness my hand on this the 30<sup>th</sup> day of June 1954.

Archie W. Welch  
Clerk

\*\*\*\*\*

George E. Cooper	*	
	*	
Plaintiff	*	
	*	
Vs	*	In the Circuit Court of
	*	Baldwin County, Alabama
Teate Brothers Nash	*	At Law
	*	
Defendant	*	

The Plaintiff claims of the Defendant Three hundred ninety five and 00/100 dollars as the trade in value of one 1947 four door Frazier automobile, the property of the Plaintiff, traded by the Plaintiff to the Defendant on one 1948 Kaiser automobile, which said Kaiser automobile was wrongfully taken from the Plaintiff by the Defendant on to-wit January 30, 1953, before any payment was due on said Kaiser automobile by the Plaintiff.

Paul F. McQuilley  
Attorney for the Plaintiff

Plaintiff demands a trial by jury.

Paul F. McQuilley  
Attorney for the Plaintiff

2295

FARMERS' MUTUAL AUTOMOBILE INSURANCE  
COMPANY,

Plaintiff

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

-vs-

BERTRAM A. BUCHANAN,

Defendant

COMPLAINT

The Plaintiff claims of the Defendant the sum of Three Hundred Thirty-five and 11/100 Dollars (\$335.11) due by promissory note made by him on the 10th day of January, 1951, with interest at six per cent per annum, and payable on to-wit, the 5th day of June , 1953, and the Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of Sixty-seven and 02/100 (\$67.02) as such attorney's fee.


FILED

6-14-54

ALICE J. DUCK, Clerk

RICKARBY & RICKARBY

By:

  
E. G. Rickarby, Jr.,  
Attorney for Plaintiff

SUMMONS AND COMPLAINT

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Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. ....

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Bertram A. Buchanan

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

Bertram A. Buchanan

, Defendant .....

by Farmer's Mutual Automobile Insurance Company

, Plaintiff.....

Witness my hand this

14<sup>th</sup>

day of

June

19 54

Reice J. Newk

, Clerk

LAW OFFICES

RICKARBY & RICKARBY

ELLIOTT G. RICKARBY  
(DECEASED)

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

10 June 1954

2295

Mrs. Alice J. Duck  
Clerk Circuit Court  
Bay Minette, Ala.

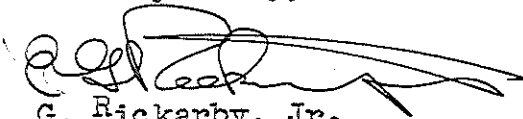
Dear Mrs. Duck:

Re: Farmers Mutual Insurance  
Company  
Vs: Bertram A. Buchanan

With this we are handing you summons and complaint, original note, and deposit for costs in the sum of \$15.00.

Please process.

Yours very truly,

  
E. G. Rickarby, Jr.

R/i  
Encls.  
cc: Farmers Mutuals  
1090  
25 June

# BANK OF FAIRHOPE

\$430.11

FAIRHOPE, ALA.,

10 January 1951

As scheduled on reverse hereof after date, without grace, I or We promise to pay to the order of ~~BANK OF FAIRHOPE~~ Farmers' Mutual Automobile Insurance Co. FOUR HUNDRED THIRTY and 11/100 - - - - - DOLLARS

For value received. Payable at the BANK OF FAIRHOPE, Fairhope, Alabama, with interest at six per cent per annum.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness my hand and seal this, the 10 day of January, 1951

X *Bertram A. Buchanan* (Seal)

ATTEST \_\_\_\_\_ (Seal)