

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

February 2, 1955

Hon. H. M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Re: Arthur A. Holk
vs: Jones-Powers Motor Co.
Case No. 2442

Dear Judge Hall:

Kindly render judgment in this case for \$222.24, plus \$6.50, for a total of \$228.74. There is a statement and affidavit attached to the original suit.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'Forest A. Christian', written in a cursive style.

FOREST A. CHRISTIAN

SUMMONS

BOOK 002 PAGE 557

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JONES-POWERS MOTORS, INC., 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, Alabama, at Bay Minette, against JONES-POWERS MOTORS, INC., by ARTHUR A. HOLK.

Witness my hand this the 8 day of November, 1954.

Alice A. Duck
CLERK

\$

COMPLAINT

ARTHUR A. HOLK,)	
)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
)	
VS:)	BALDWIN COUNTY, ALABAMA
)	
JONES-POWERS MOTORS, INC.,)	AT LAW
)	
DEFENDANT)	

COUNT I:

The plaintiff claims of the defendant the sum of TWO HUNDRED TWENTY TWO & 24/100 DOLLARS (\$222.24), together with interest thereon, due from it on account stated between the plaintiff and the defendant on, to wit: the 10th day of July, 1954, which sum of money, with interest thereon, is still unpaid.

There is attached hereto and made a part of this cause, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public which shows the amount due on this account as of the 4th day of November, 1954.

James H. Smith
Notary Public
Arthur A. Holk
Plaintiff

The defendant is at
Fairhope, Alabama.

FILED

11-18-54

ALICE A. DUCK, Clerk

STATEMENT

ARTHUR A. HOLK

GEORGE HOLK

Holk's Insurance Agency

"Be Sure—Insure, With Savings Up To 40%"

Foley, Alabama

Telephone 26—Night 167 or 295-R

AUTO

LIFE

FIRE

DATE July 10, 1954

TO Jones-Powers Motors, Inc.
Fairhope, Alabama

BOOK 002 PAGE 358

DATE OF APPLICATION

EFFECTIVE DATE

POLICY NUMBER

EXPIRATION

PROPERTY COVERED

KIND OF
INSURANCE

AMOUNT

RATE

PREMIUM DUE

CORRECTED STATEMENT

A643145	Iowa Mutual		10/20/53	Charges		Balance
				\$320.44		\$320.44
A643145	Iowa Mutual	Endorsement	12/16/53		\$23.00	297.44
A643145	Iowa Mutual	Cancellation	5/1/54		84.20	213.24
A758618	Iowa Mutual		12/8/53	18.00		231.24
A758618	Iowa Mutual	Cancellation	5/1/54		9.00	222.24

CORRECTED TOTAL BALANCE DUE-----\$222.24

Mrs. Powers:

I would appreciate clearing this account in someway as I am hurting. Maybe it would be possible for you to pay part of this each month in order to clear this and it sure would be helpful to me. Thanks !

Agent: K. L. Williams **IOWA MUTUAL INSURANCE COMPANY**
 Town: Birmingham, Alabama
 Gen. Agt. W. J. Perryman & Co., Inc. Home Office: De Witt, Iowa

Policy No. **A643145****GARAGE LIABILITY POLICY****Declarations**Renewal of **New**ITEM 1. Name of Insured Madaline J. Powers & G. Shelton Jones d/b/a Jones-Powers MotorAddress Corner of Section & Magnolia Ave. Fairhope, Alabama
 No. Street Town or City County StateLocation of all Premises Same as above
 (Enter "same" if same location as above address)Insured is: Individual ☐ Partnership ☒ Corporation ☐2. From POLICY PERIOD To
October 20, 1953 October 20, 1954

3. The insurance afforded is only with respect to such and so many of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the Company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	HAZARDS	LIMITS OF LIABILITY	ADVANCE PREM.
A.—BODILY INJURY LIABILITY	1. PREMISES—OPERATIONS—AUTOMOBILES	\$ 10,000 EACH PERSON	\$ 196.28
	2. PREMISES—OPERATIONS—AUTOMOBILES NOT OWNED OR HIRED		\$
	3. ELEVATORS	\$ 20,000 EACH ACCIDENT	\$
B.—PROPERTY DAMAGE LIABILITY	1. PREMISES—OPERATIONS—AUTOMOBILES		\$ 46.44
	2. PREMISES—OPERATIONS—AUTOMOBILES NOT OWNED OR HIRED	\$ 5,000 EACH ACCIDENT	\$
	3. ELEVATORS		\$
C.—AUTOMOBILE MEDICAL PAYMENTS	12.5% B. I. Rate	\$ 500 EACH PERSON	\$ 24.54
D.—PROPERTY OF OTHERS IN CHARGE OF NAMED INSURED		\$ 5,000 EACH ACCIDENT	
		\$ 100.00 DEDUCTIBLE	\$ 23.22
ENDORSEMENTS 1 Auto Hoist & Drive other Cars End.			\$ 29.96
		TOTAL ADVANCE PREMIUM	\$ 320.44
MINIMUM PREMIUMS	DIV. 1 COV. A 84.24 DIV. 2 COV. A 15.30 COV. B		

4. HAZARDS	PREMIUM BASES	RATES		EST. ANNUAL PREM'S	
		COV. A	COV. B	COV. A	COV. B
(A) PREMISES—OPERATIONS	CLASS	REMINERATION	PER \$100 REMUNERATION		
	A If any		0.173 0.045	Nil	Nil
	B 6,000		2.138 .504	128.28	30.24
	C 10,00		.680 .162	68.00	16.20
	TOTAL			\$196.28	46.44
(B) ELEVATORS	TOTAL NUMBER AT PREMISES	NUMBER INSURED	PER ELEVATOR		
(C) AUTOMOBILE MEDICAL PAYMENTS	% OF BODILY INJURY PREMIUM UNDER DIV. 1 AND DIV. 2				

5. (a) During the past year no insurer has cancelled or declined any similar insurance for the named insured, except as follows:
- (b) The named insured is conducting no other business operations at this or any other location not herein designated; except as herein stated. **No exceptions**
- (c) The interest of the insured in the premises is that of Owner (), Lessee (), or Tenant ().

Date and place of issue October 20, 1953, Birmingham, AlabamaCountersigned Birmingham, 19 Oct. 20, 1953
AlabamaCountersigned by W. J. PERRYMAN & CO., INC.
 Authorized Representative.

AUTOMOBILE
(Liability)

AL 6626b
(Ed. 12-47)

A198b

USE OF OTHER AUTOMOBILES

This endorsement, effective **October 20, 1953**, forms a part of policy No. **A643145**
(12:01 A. M., standard time)

issued to **Madaline J. Powers & G. Shelton Jones d/b/a Jones-Powers Motors**

by **Iowa Mutual Ins. Company**

The insurance afforded because of naming herein any person is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges for such person.

Name of relative, partner or executive officer:	Premium		
	Bodily Injury Liability	Property Damage Liability	Medical Payments
Madaline J. Powers	8.10	2.25	2.93
G. Shelton Jones	8.10	2.25	2.93
Total Premium \$ 26.56 (included in Premium)			

It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability, for Property Damage Liability and for Medical Payments with respect to any owned automobile applies with respect to any other automobile, subject to the following provisions:

- 1. Definition of Insured.** With respect to the insurance for Bodily Injury Liability and for Property Damage Liability the unqualified word "insured" includes
 - (a) each individual named herein, if a relative of and a resident in the household of the named insured, or if a partner in or an executive officer of the named insured, or a relative of and a resident in the household of such partner or executive officer, and
 - (b) the spouse of such an individual if a resident of the same household, and
 - (c) any other person or organization legally responsible for the use by such named individual or spouse of an automobile not owned or hired by such other person or organization.

Insuring Agreement III, Definition of Insured, does not apply to this insurance.

- 2. Exclusions.** This endorsement does not apply:

- (a) while the automobile is used as a public or livery conveyance;
- (b) to any automobile owned by, hired as part of a frequent use of hired automobiles by, or furnished for regular use to such named individual or a member of his household other than a private chauffeur or domestic servant, of the named individual or spouse;
- (c) to any automobile while used in the business or occupation of the named individual or spouse except a private passenger automobile operated or occupied by such named individual, spouse, chauffeur or servant;
- (d) to any accident arising out of the operation of an automobile repair shop, public garage, sales agency, service station or public parking place;
- (e) with respect to Medical Payments, unless the injury results from the operation of such other automobile by such named individual or spouse or on behalf of either by such chauffeur or servant, or from the occupancy of said automobile by such named individual or spouse.

3. Other Insurance. The insurance for Bodily Injury Liability and for Property Damage Liability shall be excess insurance over any other valid and collectible insurance available to the insured, either as an insured under a policy applicable with respect to the automobile or otherwise, against a loss covered hereunder. The insurance for Medical Payments shall be excess insurance over any other valid and collectible medical payments insurance applicable with respect to the automobile.



Authorized Representative

AUTOMOBILE
(Liability)

AL 6725
(Ed. 12-49)

Form G378

DAMAGE TO PROPERTY IN CHARGE OF THE INSURED

(Automobile Servicing Hoists)

This endorsement, effective **October 20, 1953**, forms a part of policy No. **A643145**
(12:01 A. M., standard time)

issued to **Madaline J. Powers & G. Shelton Jones d/b/a Jones-Powers**
by **Iowa Mutual Ins. Company** **Motors**

SCHEDULE

Number of Hoists on Premises	Rate	Premium
1	\$3.40	Included

It is agreed that such insurance as is afforded by the policy for Property Damage Liability applies also to injury to or destruction of property in charge of the insured arising out of the ownership, maintenance or use of any mechanical or hydraulic hoist for raising or lowering automobiles for lubricating or servicing thereon at the premises, subject to the following provisions:

1. The insurance does not apply to injury to or destruction of property owned, occupied or used by or rented to the insured.
2. The limit of the company's liability for this insurance is \$ **5,000** each accident.



.....
Authorized Representative

ENDORSEMENT

BE 16

Attached to and forming part of Policy Number A 643145 issued to
Madaline J. Powers & G. Shelton Jones d/b/a Jones-Powers Motors
 by Iowa Mutual Insurance Company of DeWitt, Iowa
 located (city and state) Birmingham, Alabama at its Agency
 Date of Endorsement 12/16/53

For and in consideration of a return premium of \$23.00,
 it is hereby understood and agreed that use of other
 Automobiles extended to Madaline J. Powers and G. Shelton
 Jones is eliminated from this policy as of December 8, 1953.

It is further understood and agreed that the name of the
 assured is changed to read "JONES-POWERS MOTOR INC."

All other terms and conditions of this policy remain unchanged.



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Agent

IOWA MUTUAL INSURANCE COMPANY
DE WITT, IOWA

CANC AUDIT * SHORT-Rate
5-1-54

STATEMENT OF AUDIT

MADALINE J. POWERS & G. SHELTON JONES d/b/a JONES-POWERS MOTORS
NAME OF INSURED

CORNER OF SECTION & MAGNOLIA AVE. FAIRHOPE, ALABAMA
ADDRESS

GEORGE HOLK
AGENT NAME

POLICY NO.

A643145

SUB-AGENT

PERIOD 10-20-53 TO 5-1-54

BOOK 002 163

CODE NUMBER	CLASSIFICATION OF OPERATIONS	BODILY INJURY RATE	PROPERTY DAMAGE RATE	W. COMP. RATE	PAYROLL	BODILY INJURY PREM.	PROPERTY DAMAGE PREM.	W. COMP. PREM.
A	Garage Liability Div. 1 1,044.75 x 365 = 1,975.82 193 1,975.82 x .173 = 3.42 3.42 x .63% = 2.15 1,975.82 x .045 = .87 .89 x .63% = .56	0.173	.045		1,044.75	2.15	.56	
B	3,693.00 x 365 = 6,984.17 193 6,984.17 x 2,138 = 149.32 149.32 x .63% = 94.07 6,984.17 x .504 = 35.20 35.20 x .63% = 22.18	2.138	.504		3,693.00	94.07	22.18	
C	5,427.39 x 365 = 10,264.23 193 10,264.23 x .68 = 69.80 69.80 x .63% = 43.97 10,264.23 x 16.63 16.63 x .63% = 10.48	.68	.162		5,427.39	43.97 140.19	10.48 33.22	
0020	EXPENSE CONSTANT MEDICAL(500) 12.5% of B. I.							
0021	PROPERTY OF OTHERS IN CHARGE OF NAMED INSURED LOSS CONSTANT .63% of 3.40 DRIVE OTHER CARS (HOME OFFICE USE ONLY 12-8-53)					17.52	16.61 2.14	
ENTRY 3	STATE AGENT						3.56	
SUB-AGENT OR TERR.	TERM	DIV. CLASS	LIMITS					
EXP.	CLASS	AGE	SPEC.					
TERR.	CITY	CO.	COMM. RATE					

AUDITOR ELSE MARTIN

W. J. PERRYMAN & Co. Inc.

DATE 6-25-54

TOTAL EARNED PREMIUM

157.71 55.53

DEPOSIT PREMIUM

220.82 76.62

ADDITIONAL PREMIUM

RETURN PREMIUM

63.11 21.09

IOWA MUTUAL INSURANCE COMPANY

DE WITT, IOWA

CANC AUDIT * SHORT-Rate
5-1-54

STATEMENT OF AUDIT

MADALINE J. POWERS & G. SHELTON JONES d/b/a JONES-POWERS MOTORS

NAME OF INSURED

CORNER OF SECTION & MAGNOLIA AVE. FAIRHOPE, ALABAMA

ADDRESS

POLICY NO.

GEORGE HOLK, CO. INC.

A643145

AGENT NAME

SUB-AGENT

PERIOD 10-20-53 TO 5-1-54

CODE NUMBER	CLASSIFICATION OF OPERATIONS	BODILY INJURY RATE	PROPERTY DAMAGE RATE	W. COMP. RATE	PAYROLL	BODILY INJURY PREM.	PROPERTY DAMAGE PREM.	W. COMP. PREM.
A	Garage Liability Div. 1 $1,044.75 \times 365 = 1,975.82$ 193 $1,975.82 \times .173 = 3.42$ $3.42 \times .63\% = 2.15$ $1,975.82 \times .045 = .87$ $.89 \times .63\% = .56$	0.173	.045		1,044.75	2.15	.56	
B	$3,693.00 \times 365 = 6,984.17$ 193 $6,984.17 \times 2,138 = 149.32$ $149.32 \times .63\% = 94.07$ $6,984.17 \times .504 = 35.20$ $35.20 \times .63\% = 22.18$	2.138	.504		3,693.00	94.07	22.18	
C	$5,427.39 \times 365 = 10,264.23$ 193 $10,264.23 \times .68 = 69.80$ $69.80 \times .63\% = 43.97$ $10,264.23 \times 16.63$ $16.63 \times .63\% = 10.48$.68	.162		5,427.39	43.97 140.19	10.48 33.22	
0020	EXPENSE CONSTANT MEDICAL(500) 12.5% of B. I.			---		17.52		
0021	PROPERTY OF OTHERS IN CHARGE OF LOSS CONSTANT AUTO HOIST .63% of 3.40 DRIVE OTHER CARS (HOME OFFICE USE ONLY) (eliminated 12-8-53)						16.61 2.14	
ENTRY 3	STATE AGENT						3.56	
SUB-AGENT OR TERR.	TERM	DIV. CLASS	LIMITS					
EXP.	CLASS	AGE	SPEC.					
TERR.	CITY	CO.	COMM. RATE					

AUDITOR ELSE MARTIN

W J. PERRYMAN & Co. Inc.

DATE 6-25-54

TOTAL EARNED PREMIUM

157.71 55.53

DEPOSIT PREMIUM

220.82 76.62

ADDITIONAL PREMIUM

RETURN PREMIUM

63.11 21.09

K. L. Williams

AGENT

Birmingham, Alabama

TOWN

W. J. Perryman & Co.

GENERAL AGENT

New

RENEWAL OF

AUTOMOBILE DECLARATIONS

POLICY No. A 758618

IOWA MUTUAL INSURANCE COMPANY

DE WITT, IOWA

May Statement
Pr. \$9.00

BOOK

002

365

ITEM 1

NAME OF INSURED

Madeline J. Powers & C. Shelton Jones d/b/a Jones-Powers Motors

ADDRESS

TOWN

COUNTY

STATE

Corner of Section & Magnolia Avenue, Fairhope, Alabama

LOSS PAYEE: Any Loss under coverages D, E, F, G and H is payable as interest may appear to the named insured and:

Same as above (No exceptions)

ITEM 2 The purposes for which the automobile is to be used are:

- ☐ Pleasure and Business
- ☐ Commercial

The automobile will be principally garaged in the above town, county and state unless otherwise stated herein:

(a) The term "pleasure and business" is defined as personal, pleasure, family and business use. (b) The term "commercial" is defined as use principally in the business occupation of the named insured as stated in Item 1, including occasional use for personal, pleasure, family and other business purposes. (c) Use of the automobile for the purposes stated includes the loading and unloading thereof.

ITEM 3

From

POLICY PERIOD

To

December 8, 1953

December 8, 1954

12:01 A.M., Standard Time at the address of the named insured as stated herein.

ITEM 4

DESCRIPTION OF MOTOR VEHICLES TO BE INSURED

Trade Name and Model Number	Year of Model	No. of Cyl.	Body Type: Truck Size: Tank Gallonage Capacity; or Bus Seating Capacity	Motor Number Serial Number	Cost Including Equipment	F. O. B. or Factory List Price	Purchased			
							Mo.	Year	New	Used
			GARAGE KEEPS LEGAL LIABILITY							

ITEM 5 The named Insured is the sole owner of the automobile except as herein stated:

ITEM 6 The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto.

LIMITS OF LIABILITY			Lim. Det.	PREMIUMS	COVERAGES
\$	each person				COVERAGE A—Bodily Injury Liability
\$	each accident	11	\$		COVERAGE B—Property Damage Liability
\$	each accident	12	\$		COVERAGE C—Medical Payments
\$	each person	13	\$		COVERAGE D—Comprehensive (loss of or damage to the automobile except by collision or upset, but including fire, theft and windstorm.)
\$			\$		
\$	\$5,000.00	14	\$	18.00	COVERAGE F—Fire, Lightning and Transportation
\$	\$5,000.00		\$	Incl.	COVERAGE G—Theft (Broad Form)
\$			\$		COVERAGE H—Windstorm, Earthquake, Explosion, Hail or Water
\$	ACTUAL CASH VALUE LESS				
\$	100.00 Deductible	15	\$	34.00	COVERAGE E—Collision or Upset
			\$		ENDORSEMENTS
TOTAL PREMIUM				\$ 18.00	

Countersigned at Birmingham, Alabama this 8 day of December

W. J. PERRYMAN & CO., INC.

AUTHORIZED REPRESENTATIVE

AFFIDAVIT OF ARTHUR A. HOLK

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

BOOK 002 PAGE 368

ARTHUR A. HOLK, first being duly sworn, deposes and says as follows:

That the attached statement dated July 10, 1954, is a true and correct statement of the balance owed by Jones-Powers Motors, Inc., and that Jones-Powers-Motors, Inc. owes the amount of TWO HUNDRED TWENTY TWO & 24/100 DOLLARS (\$222.24), after allowing all just credits.

Arthur A. Holk
Affiant

Sworn to and subscribed before me,
a Notary Public in and for Baldwin
County, Alabama, this the 4th day of
November, 1954.

Wm. G. Miller
Notary Public

Received 8 day of Nov 1954
at Mobile
By Arthur A. Holk
a copy of the within
is being furnished to
the undersigned
at Mobile

By service on Mr. & Mrs. William
J. Powers Owner
TAYLOR WILSON, SECRETARY
By Arthur A. Holk

Nov 24 42

SUMMONS AND COMPLAINT

ARTHUR A. HOLK,
PLAINTIFF
VS:
JONES-POWERS MOTORS, INC.,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
11-28-54
ALICE J. DUCK, CLERK

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA