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,

FOREST A. CHRISTIAN

#### SUMMONS

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 / day of November, 1954.

blice LERK Uncho

#### COMPLAINT

ARTHUR A. HOLK,

PLAINTIFF

IN THE CIRCUIT COURT OF

VS:

BALDWIN COUNTY, ALABAMA

JONES-POWERS MOTORS, INC.,

DEFENDANT

AT LAW

#### 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 plaintff 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.

The defendant is at Fairhope, Alabama.

Bull Milke

FILE

11-18-8-4 MICE & MICE, SIMB 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

Jones-Powers Motors, Inc. Fairhope, Alabama

BOOK 002 HAGE 358

DATE OF APPLICAT	ION	EFFECTIVE D	DATE				
POLICY NUMBER	EXPIRATION	PROPERT	Y COVERED	KIND OF Insurance	Amount	RATE	PREMIUM DUE
A643145	CORRECTED  Iowa Mutual	STATEMENT	10/20/53	Charges \$320.44	Credits		Balance \$320.44
A643145 A643145	Iowa Mutual. Iowa Mutual	Endorsement Cancellation	12/16/53 5/1/54		\$23 <b>.00</b> 84 <b>.2</b> 0		297.14 213.24
A758618 A758618	Iowa Mutual Iowa Mutual	Cancellation	12/8/5 <b>B</b> 5/1/54	18.00	9.00		231.2h 222.2h

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. J. Williams IOWA MUTUAL INSURANCE COMPANY
Town: Birmingham, Alabama
Gen. Agew. J. Perryman & Co., Inc.
Home Office: De Witt, Iowa

Policy No. A643145

GARAGE LIABILITY POLICY

Declarat	innc

en e	en e	Declarations	Re	enewal of	New	
ITEM	Madaline J. Pow	ers & G. Shelton J	ones d/b	/a Jen	es-Powe	rs Moto
1. Name of Insured	in which the management of the first and the	(		, ,		
Address No.	Corner of Secti	on & Magnolia Ave.  Town or City	Pairho	County	abama Sta	ate 🛱
Location of all Premises  (Enter "same" if same location as a	Same as above					XOOK
Insured is: Individual		oration				$\bigcirc$
2. Fro		Y PERIOD 7	54-			S
specific premium charge	s only with respect to such an or charges. The limit of the olicy having reference thereto	d so many of the following cover. Company's liability against each	ages and haza such coverag	rds thereund e shall be as	der as are inc s stated herei	dicated by in, subject
			The second second		· · · · · · · · · · · · · · · · · · ·	1,000
COVERAGES	l l	HAZARDS	LIMITS DI	FLIABILITY		E PREM.
·	1. PREMISES-OPERATION		\$ 10,000	EACH PERS		. 28
A SODILY INJURY LIABILITY	2. PREMISES—OPERATION 3. ELEVATORS	S-AUTOMOBILES NOT OWNED OR HIRED	s 20,000	FACH ACCIDE	S NT S	
	1. PREMISES-OPERATION	NS-AUTOMOBILES		ERGIT ROSIDE	s 46.	lele.
B.—PROPERTY DAMAGE LIABILITY	Y 2. PREMISES-OPERATION	S-AUTOMOBILES NOT OWNED OR HIRED	\$ 5,000	EACH ACCIDE		1 1
	3. ELEVATORS		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$	
C.—AUTOMOBILE MEDICAL PAYM	ENTS 12.5% B. I. R	ate	<u> 500</u>	EACH PERS	1	54
D PROPERTY OF OTHERS IN CH	HARGE OF NAMED INSURED			BACH ACCIDEN		22
ENDORSEMENTS ] AUT	o Hoist & Drive	other Cars End.			5 29.	96
			TOTAL AD	VANCE PREMIL	um   \$ 320.	<u> </u>
MIMIMUM PREMIUMS DIV. 1	cov. A 84.24pv. 15.30	DIV. 2 CBV. A COV. B	DA.	TES	EST. ANNU	AL PREMIE
4. HAZARI	os	PREMIUM BASES	COV. A	COV. B	COV. A	CDV. B
(A) PREMISES - DPERATIONS		CLASS REMUNERATION	000 5100 00	MUNERATION		
(A) FREMISES — DEERATIONS		A If any	0.173	0.045	Nil	Nil
		в 6,000	2.138	.504	l	30.24
		c 10,00	.680	.162		16.20
	e de la companya del companya de la companya del companya de la co				\$196.28	46.44
		TOTAL	and selection of the form			e to just seem
(8) ELEVATORS	TOTAL NUMBER AT PREMISES	NUMBER INSURED	PER EL	EVATOR		
(C) AUTOMOBILE MEDICAL P	AYMENTS % OF BO	OLY INJURY PREMIUM UNDER DIV.	1 AND DIV. 2			
5. (a) During the past year	r no insuror has cancelled or o	declined any similar insurance for	the named in	isured, exce	pt as follows	:
stated. No e	exceptions	ess operations at this or any other of Owner ( ), Lessee ( ), or I		ierein desig	nated; excep	t as herein.
Date and place of issue	tober 20, 1953,	Birmingham, Alaba	na			

\_19 Oct. 20, 1953 Birmingham, Countersigned. Alabama

Countersigned by

Form No. 169-C

#### A1986 ST USE OF OTHER AUTOMOBILES

This endorsement, effective October 20, 1953<sub>forms</sub> a part of policy No.

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

by Iowa Mutual Ins. Compay

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.

		Premium	
Name of relative, partner or executive officer:	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 Premiu	m \$ 26.56 (in	 caudėd in Pr	י מוני המסי

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.



issued to

by

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Motors

Premium

DAMAGE TO PROPERTY IN CHARGE OF THE INSURED

(Automobile Servicing Hoists)

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

Madaline J. Powers & G. Shelton Jones d/b/a Jones-Powers

Number of Hoists on Premises

Iowa Mutual Ins. Company

**SCHEDULE** 

Rate

1	<b>\$3.40</b>	Included

ing 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 \$ each accident.

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 rais-



#### **ENDORSEMENT**

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

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.



385 mg

## IOWA MUTUAL INSURANCE COMPANY

CANC AUDIT \* SHORT- Rate 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 POLICY NO. AGENT NAME <u>A643145</u> SUB-AGENT 10-20-53 PERIOD 5-1-54 CODE CLASSIFICATION OF OPERATIONS BODILY NUMBER PROPERTY W. COMP. INJURY DAMAGE RATE BODILY PROPERTY PAYROLL RATE W. COMP. RATE INJURY DAMAGE Garage Hiability PREM. FPREM. PREM. Div. l 044.75 x 365 = 1,975.82 0.173 Α 193 ·045 1,044.75 2.15  $1,975.82 \times .173 = 3.42$ - - 56  $3.42 \times .63\% = 2.15$ 1,975.82 x .045 = .87  $.89 \times .63\% = .56$ 693.00 x 365 = 6,984.17 2.138  $\mathbb{B}$ · 504 3,693.00 94.07 22.18 6,984.17 x 2,138 = 149.32  $149.32 \times .63\% = 94.07$ 6,984.17 x .504 = 35.20 35,20 x .63% = 22.18 5,427.39 x 365 = 10,264.43 C .68 .162 193 5,427.39  $10,264.23 \times .68 = 69.80$  $69.80 \times .63\% = 43.97$ 10,264.23 x 16.63 16.63 x .63% = 10.48 MEXITEMSE ATTINTO) 12.5% of B. I. 0020 PROPERTY OF OTHERS IN CHARGE OF NAMED 17.52 AUST CONTINET .63% of 3.40 0021 INSURED 16.61 DRIVE OTHER CARS 2.14 ( HOME OFFICE USE ONLY 7 2 ENTRY AGENT 3.56 3 SUB-AGENT OR TERR. TERM DIV. CLASS LIMITS

EXP.	CLASS	AGE SPEC.				
TERR. CITY	ca.	COMM. RATE				
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				DEPOSIT PREMIUM	220.82	76.62
DATE	- PERRYM 6-25-5	AN S CO. I	ne.	- ADDITIONAL PREMIUM		
Form No. 220-B		2.11. \ 2.11. \		RETURN PREMIUM	63.11	21.09
10tm No. 220-B		MINI	and the state of t	COVE A 84.24	undidaken serikari didaken did	

## IOWA MUTUAL INSURANCE COMPANY

CANC AUDIT \* SHORT-Rate STATEMENT OF AUDIT

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

AGEN	GEORGE HOLK T NAME OF THE OFFICE OFFICE OF THE OFFICE OFFI	<b>Ģ.</b>		LICY NO.	A643745			Book
SUB-	AGENT	······································	Nejs	PERIC	10-20-53	то5	-1-54	
CODE UMBER	CLASSIFICATION OF OPERATIONS	BODILY INJURY RATE	PROPERTY DAMAGE RATE	W. COMP. RATE	PAYROLL	BODILY INJURY PREM.	PROPERTY Damage Prem.	W COMP
1153	Garage tiability	Christian Co.						
A	1 <u>,044.75</u> x 365 = 1,975.82	0.173	•045	Manager (1 et 2 eug	1,044.75	2.15	.56	
	1,975.82 x .173 = 3.42 3.42 x .63% = 2.15 1,975.82 x .045 = .87 .89 x .63% = .56							
В	3,693.00 x 365 = 6,984.17	2.138	-504		3,693.00	94.07	22.18	
C	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 5,427.39 x 365 = 10,264.2		.162		5 120 20	12 05	30.14	
	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		•102		5,427.39	43.97 140.19	10.48 33.22	
0020	MEDICAL (500) 12.5% of B. PROPERTY OF OTHERS IN CHA AUTO MUIST .63% of 3.40 DRIVE OTHER CARS	I. RGE OF	NAMED	 Insured		17.52	16.61 2.12	
a de librario de la recita del	( STIMILIZED DALY 12-8-53)				at Marint Surface year you go says a san again.		3 <b>.</b> 56	
	CLASS AGE SPEC-							
R. C	ITY CD. CDMM. RAYE							
,		-	·	TOTAL EAR	NED PREMIUM	157.71	<del>55 - 53</del> -	
רומטא	OR ELSE MARTIN			DEPOSIT F	REMIUM	220.82	76.62	
·	W J. PERRYMAN & Co. Inc	<b>3</b>		ADDITIONA	L PREMIUM			
DATE.	6-25-51			RETURN P	REMIUM	63.77	21.09	

K. L. Williems				AG	ENT'S COPY	ſ						
AGENT TOWN			AUT	***.	LE DECLA	RATIONS	POLIC	Y No. A	758	}61 <i>8</i>	}==	
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S.,												
ITEM 1		<u> </u>							-			2
Madaline J.	Powe	rs &			n Jones	d/b/ಇ.ನೆA	as-Po	sers Mo	tor			3
ADDRESS COTTLET OF SE	etio	n & ?		own	venue.	COUNTY COUNTY		<b>1</b> 2	STA	ATE		Ç
LOSS PAYEE: Any Loss under cov	erages D.	, E, F, G	and H is			77.7						Č
ITEM 2 The purposes for which bile is to be used are:	the auto	omo-	The herein:	automobile	will be principa	ally garaged in th	e above town,	county and s	tate un	less of	herwise	state
Pleasure and Business Commercial			Item I,	including o	occasional use fo	s" is defined as principally in the burn personal, pleasurd includes the loa	e, family and	other business	busines imed i purpo	s use. nsured ses. (c	(b) Th as sta :) Use	ne terr ated i of th
ITEM 3	From		40.011.0		LICY PERIOD	- includes the lou	To	Jones Mercell				N
December 8,		M A Inc	Standard	Time at the	addees of the n	amed insured as st		er 8, 1	954			
ITEM 4	14					S TO BE INSURE			7			
Trade Name Year of and Model Number Mode	f No. of Cyl.	Gall	pe: Truck onage Ca Seating (			Number Number	Cost Including Equipment	F. O. B. or Factory List Price	Mo.	Year	hased New	Used
	QA.		San and one of	TAS LI	somi li						***************************************	
ITEM 5 The named Insured is th ITEM 6 The insurance afforded is charges. The limit of the Compar ence thereto.	only wit y's liabili	h respect	to such teach s	and so mai	ny of the follo	wing coverages	pject to all of	the terms of	ific p	remiun solicy	n char having	rge o
LIMITS OF LIA	BILITY person	***************************************		Lim. P Det. P	REMIUMS		C	OVERAGES				
	n accider	n†	11	\$		COVERAGE	A—Bodily In	jury Liability				
<del></del>	n acciden n person	<u>:</u> †	12 13	\$ \$			B—Property  C—Medical:	Damage Liab Payments	ility			
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\$5,000.00		 7	14 —	s 3	L8.00			tning and Tro				
, \$5,000.00				<b>\$</b>	Incl.	COVERAGE	G-Theft (Br	road Form)				o
\$		· .		\$		COYERAGE	H—Windstor Hail or V	m, Earthquak Vater	a, Expl	osion,		
ACTUAL CASH VALUE LESS /	Jarole	turle	15	\$ 3	4.ºº	COVERAGE	E—Collision	or Upset				liane
Spoon	le_			\$		ENDORSEME	NTS				- 000	
	то	TAL PRE	MUM									

doy of December 20. INC.

Service of the servic

AUTHORIZED REPRESENTATIVE

form No. 784-D

Countersigned at Signatura Alabama

### GARAGE KEEPERS' LEGAL LIABILITY COVERAGE ENDORSEMENT

Mad	Attached to and forming part of Policy N aline J. Powers & G. Shelton	- さんわんをショノカノターボ	**************************************
Low	a Mutual Insurance Company	oures u/ u/a u	at its Agenc
cated (city and state)	rmingham, Alabama	Date of Endorsement	11/29/53
The definitions of Ins	surance Coverages appearing in the printed condition ed to include coverage as follows:	s of the Policy designated o	above are hereby expunge
Coverages	The Company agrees to pay within the limits state become obligated to pay by reason of liability imp	ed in Paragraph 4, all sur	ms which the Insured sho
Afforded			
stody of the Insured to posite thereto:	loss of use by theft, hereinafter called loss, to auto or storage, repair or safekeeping, sustained under t	nose coverages for which	a specific premium is s
	COVERAGES	,	PREMIUM
A. FIRE AND EXPL	_OSION (except explosion of tires).	ı	s 18.00
	ntire Automobile is taken.		\$ incl.
The second secon	UPSET, but the liability resulting from each accident shapes	nall be deemed a separate	_
claim and subje	ect to a deduction of \$		<b>3</b>
resulting from a	COMMOTION, including Malicious Mischief or Van acts of malicious mischief or vandalism occurring at rate claim and subject to a deduction of \$25.		\$
deemed a sepa	rate claim and subject to a deduction of \$25.		\$
			3 4 00
refrom for the purpose	s only while said automobiles are in or on the premises of testing in connection with repairs made by the	Insured or, in accordance	with contract between t
sured and the owner, wh Defense; Settlement;	nile said automobiles are being called for or delivered It is further agreed that the Company, as respect	s insurance afforded by t	his Endorsement, shall
Supplementary Payments	(a) defend in his name and behalf any suit again biles, the property of others, in the custody of the	nst the insured alleging lo	ss of or damage to autom
•	damages on account thereof, even if such suit is g such investigation, negotiation and settlement of any	roundless, false or fraudul	ent; but the Company sho
mpany;	(b) pay all premiums on bonds to release attachme		
liability stated herein fo	or the location where the Insured took custody thereof	for storage, repair or sai	tekeeping, ali premiums i
Insurad in any such su	any such defended suit, but without any obligation to it, all expenses incurred by the Company, all interest	accruing after entry of ju	lagment until the Compai
s paid, tendered or dep The Company agrees	osited in court such part of such judgment as does not be to pay the expenses incurred under (a) and (b) of the	of exceed the limit of the	Company's Hability thereo e applicable limit of liabili
ted in this Endorsement	s to bay the expenses incarred ander has and her or m	12 26CHOLL III GOGLHOLL TO THE	c opp
	<b>t.</b>	is section in addition to the	
Exclusions	t. This Policy does not apply to: The of use of such automobiles other than loss of use	e by theft:	
Exclusions (a) Legal liability for (b) Legal liability for (c) Legal liability for	t. This Policy does not apply to: r loss of use of such automobiles other than loss of us r loss of or damage to Robes, Wearing Apparel or other r loss of or damage to any automobile owned by the	e by theft; er Personal Effects, or Mer e Insured or his or its e	rchandise of any description
Exclusions (a) Legal liability for (b) Legal liability for (c) Legal liability for member of his f	t. This Policy does not apply to: r loss of use of such automobiles other than loss of us r loss of or damage to Robes, Wearing Apparel or oth or loss of or damage to any automobile owned by th amily; or, if the Insured be a co-partnership, by any	e by theft; er Personal Effects, or Mer e Insured, or his or its e member thereof or his fai	rchandise of any description mployees, or owned by a mily; or, if the Insured be
Exclusions  (a) Legal liability for (b) Legal liability for (c) Legal liability for member of his fraction, by (d) Any liability as or any liability (c)	t. This Policy does not apply to: r loss of use of such automobiles other than loss of us r loss of or damage to Robes, Wearing Apparel or oth or loss of or damage to any automobile owned by the amily; or, if the Insured be a co-partnership, by any	ie by theft; ier Personal Effects, or Mer ier Insured, or his or its e member thereof or his fai gareement to keep safely o	rchandise of any description mployees; or owned by a mily; or, if the Insured be any property covered hereb
Exclusions (a) Legal liability for (b) Legal liability for (c) Legal liability for member of his fraction, by (d) Any liability are automobiles.  Locations; Limits	This Policy does not apply to: r loss of use of such automobiles other than loss of us r loss of or damage to Robes, Wearing Apparel or other loss of or damage to any automobile owned by the amily; or, if the Insured be a co-partnership, by any any officer thereof or his family; sumed by the Insured under any express contract or of the Insured due to faulty workmanship or material.  The limit at each location of the Company's light	ne by theft; her Personal Effects, or Mer he Insured, or his or its e member thereof or his fal agreement to keep safely a als in the making of repo	rchandise of any description mployees; or owned by a mily; or, if the Insured be any property covered hereboirs or adjustments on sa
Exclusions  (a) Legal liability for (b) Legal liability for (c) Legal liability for member of his for corporation, by (d) Any liability as or any liability (c)	t.  This Policy does not apply to: r loss of use of such automobiles other than loss of us r loss of use of such automobiles other than loss of us r loss of or damage to Robes, Wearing Apparel or other loss of or damage to any automobile owned by the amily; or, if the Insured be a co-partnership, by any any officer thereof or his family; umed by the Insured under any express contract or of the Insured due to faulty workmanship or materi	te by theft; ter Personal Effects, or Mer ter Insured, or his or its e member thereof or his fai agreement to keep safely a als in the making of repositive by reason of any ha to of others to be stored in	rchandise of any description mployees, or owned by a mily; or, if the Insured be any property covered herebairs or adjustments on satisfact for which coverage nor on each location, a
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#### AFFIDAVIT OF ARTHUR A. HOLK

THE STATE OF ALABAMA, )
BALDWIN COUNTY.

BOOM 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.

Crehu O. Tolk

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

Notary Public

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SUMMONS AND COMPLAINT

of the May to

ARTHUR A. HOLK,

PLAINTIFF

VS:

JONES-POWERS MOTORS, INC.,

DEFENDANT

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

45.871

The Holl College

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA