

2922

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon ERNIE FORD HOLLOWAY, J. P. REYNOLDS, M. S. REYNOLDS, and REYNOLD BROTHERS LUMBER COMPANY, a partnership composed of J. P. Reynolds and M. S. Reynold, 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 GEORGE KEMP.

WITNESS my hand this 5th day of May, 1956.

GEORGE KEMP
vs
ERNIE FORD HOLLOWAY and
REYNOLD BROTHERS LUMBER
COMPANY, a Partnership
composed of J. P. Reynolds
and M. S. Reynolds

PLAINTIFF
VS
DEFENDANTS

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

Alvin J. D...
Clerk

1.

The Plaintiff claims of the Defendants the sum of FIVE HUNDRED (\$500.00) DOLLARS as damages for that heretofore on to-wit, May 18, 1955, the Plaintiff's wife, Carrie Belle Kemp, was operating the Plaintiff's automobile along and upon the Robinson Road, a public highway in Escambia County, Alabama, and within the city limits of Atmore, Escambia County, Alabama; that at said time and place, Reynold Brothers Lumber Company, a partnership composed of J. P. Reynold and M. S. Reynold, acting by and through Ernie Ford Holloway, their agent, servant or employee who was then and there acting within the line and scope of his employment so negligently operated their truck as to cause it to run into or against the automobile the Plaintiff's wife was driving and as a direct, proximate consequence and result of said negligence the Plaintiff's automobile was damaged as follows: it was crushed, bent, broken and twisted and was so completely demolished as to render it valueless as a motor vehicle all to the loss of the Plaintiff in the aforesaid amount.

JAMES A. HENDRIX
BY: *Robert M Brantley*
Attorney for the Plaintiff
Walters & Brantley
BY: *Robert M Brantley*
Attorneys for the Plaintiff

GEORGE KEMP

PLAINTIFF

VS

ERNIE FORD HOLLOWAY AND
REYNOLD BROTHERS LUMBER
COMPANY, a Partnership
composed of J. F. Reynolds
and R. S. Reynolds

DEFENDANTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

AMENDED ~~COMPLAINT~~ *Complaint*

Comes now the Plaintiff in the above styled cause and amends his complaint to read as follows:

1.

The Plaintiff claims of the Defendants the sum of FIVE HUNDRED (\$500.00) DOLLARS as damages for that heretofore on to-wit, May 18, 1955, the Plaintiff's wife, Carrie Belle Kemp, was operating the Plaintiff's automobile along and upon the Robinson Road, a public highway in Escambia County, Alabama, and within the city limits of Athore, at a point approximately 500 yards east of the intersection of Main Street and Robinson Road, Escambia County, Alabama; that at said time and place, Reynold Brothers Lumber Company, a partnership composed of J. F. Reynolds and R. S. Reynolds, acting by and through Ernie Ford Holloway, their agent, servant or employee who was then and there acting within the line and scope of his employment so negligently operated their truck as to cause it to run into or against the automobile the Plaintiff's wife was driving and as a direct, proximate consequence and result of said negligence the Plaintiff's automobile was damaged as follows: it was crushed, bent, broken and twisted and was so completely demolished as to render it valueless as a motor vehicle, all to the loss of the Plaintiff in the aforesaid amount.

JAMES A. HENDERSON

BY: *James A. Henderson*

Winters & Brantley

BY: *Winters & Brantley*

GEORGE KEMP,

Plaintiff,

VS.

ERNIE FORD HOLLOWAY and
REYNOLDS BROTHERS LUMBER
COMPANY, a partnership composed
of J. P. Reynolds and M. S.
Reynolds,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2922

DEMURRER

Now comes the defendant, Reynolds Brothers Lumber Company, a partnership composed of J. P. Reynolds and M. S. Reynolds and for demurrer to the complaint assign, separately and severally, the following:

1. It does not state a cause of action.
2. The allegations of the complaint are vague, indefinite and uncertain in that the place where the alleged accident happened is not described with sufficient certainty.
3. The allegations of the complaint are vague, indefinite and uncertain in that the partners composing the firm of Reynolds Brothers Lumber Company are not described with sufficient certainty.
4. It affirmatively appears from the allegations of the complaint that the alleged accident did not happen in Baldwin County, Alabama.
5. The allegations of the complaint are vague, indefinite and uncertain in that the damages to the plaintiff's automobile are not described with such sufficient certainty as to enable the defendant to know what it is called upon to defend.

J. B. Blackburn

Attorney for defendant.

Defendants demand a trial of said cause by jury.

J. B. Blackburn
Attorney for Defendants.

STATE OF ALABAMA
BALDWIN COUNTY

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WITNESS my hand this 5th day of May, 1956.

Alice J. Duck
Clerk

GEORGE KEMP

PLAINTIFF

VS

ERNIE FORD HOLLOWAY and
REYNOLD BROTHERS LUMBER
COMPANY, a Partnership
composed of J. P. Reynolds
and M. S. Reynolds

DEFENDANTS

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

1.

The Plaintiff claims of the Defendants the sum of FIVE HUNDRED (\$500.00) DOLLARS as damages for that heretofore on to-wit, May 18, 1955, the Plaintiff's wife, Carrie Belle Kemp, was operating the Plaintiff's automobile along and upon the Robinson Road, a public highway in Escambia County, Alabama, and within the city limits of Atmore, Escambia County, Alabama; that at said time and place, Reynold Brothers Lumber Company, a partnership composed of J. P. Reynold and M. S. Reynold, acting by and through Ernie Ford Holloway, their agent, servant or employee who was then and there acting within the line and scope of his employment so negligently operated their truck as to cause it to run into or against the automobile the Plaintiff's wife was driving and as a direct, proximate consequence and result of said negligence the Plaintiff's automobile was damaged as follows: it was crushed, bent, broken and twisted and was so completely demolished as to render it valueless as a motor vehicle all to the loss of the Plaintiff in the aforesaid amount.

JAMES A. HENDRIX

BY: Solbert M Brantley
Attorney for the Plaintiff

Walters & Brantley

BY: Solbert M Brantley
Attorneys for the Plaintiff

Received 4 day of May 1956
on 9 day of May 1956

Served a copy of the within
J. P. Reynolds
W. A. Reynolds
service on J. P. Reynolds, Per

TAYLOR WILKINS, Sheriff
By Childress D. S.

Joley -
SPR - 72
SPR OPR - 72
SPR - 72
216 mi

Sheriff claims 216 miles at
Ten Cents per mile Total \$ 21.60
TAYLOR WILKINS, Sheriff
BY Childress
DEPUTY SHERIFF

Returned 9 day of May 1956
Not found in my county after diligent search and in-
quiry as to Ernie Ford Holloway
Taylor Wilkins, Sheriff
BY Childress
Deputy Sheriff

Take 47.20 mileage
off because 2 papers
were served on J. P. Reynolds
Taylor Wilkins
Sheriff

2922

GEORGE KEMP

PLAINTIFF

VS

ERNIE FORD HOLLOWAY AND
REYNOLD BROTHERS LUMBER
COMPANY, a Partnership
composed of J. P. Reynold
and M. S. Reynold,

DEPENDANTS

RECORDED

BILL OF COMPLAINT

FILED
MAY 4 1956
ALICE J. DUCK, Clerk

[Faint handwritten notes and signatures in the right margin]