

ETHEL M. WILSON, as the Mother
and next friend of LINDA KAY
WILSON, a minor,

Plaintiff,

vs.

HUBERT HARVILLE and ARTHUR L.
HARVILLE,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3808

Comes the Plaintiff in the above styled cause and amends
the Bill of Complaint filed in said cause so that the same shall read
as follows:

LINDA KAY WILSON, a minor, suing
by ETHEL M. WILSON as her Mother
and next friend,

Plaintiff,

vs.

HUBERT HARVILLE and ARTHUR L.
HARVILLE,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3808

COUNT ONE:

The Plaintiff claims of the Defendants the sum of Fifteen
Thousand Dollars (\$15,000.00) as damages for that on, to-wit: January
30, 1959, on U. S. Highway 31, at a point about two miles Northeast of
Stapleton in Baldwin County, Alabama, the Defendant Arthur L. Harville,
acting by and through his agent, servant or employee Hubert Harville,
who was then and there acting within the line and scope of his employ-
ment as such, negligently ran his automobile into, upon or against an
automobile in which Linda Kay Wilson, a minor, was riding at said time
and place, and as a proximate result of the negligence of the Defen-
dants the said Linda Kay Wilson was injured in this: her face was
lacerated, her jaw was broken, her teeth were seriously damaged and
she was caused to suffer abraisons and contusions and she was caused
to suffer much pain and mental anguish and was permanently injured.
She was caused to incur large hospital and medical bills, all to the
damage of the Plaintiff in the sum aforesaid, hence this suit.

Plaintiff demands a trial
of this cause by jury.

Sharon Stone

LINDA KAY WILSON, a minor,
suing by ETHEL M. WILSON, as
her Mother and next friend,

Plaintiff

vs.

HUBERT HARVILLE and ARTHUR L.
HARVILLE,

Defendants.

** ** *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

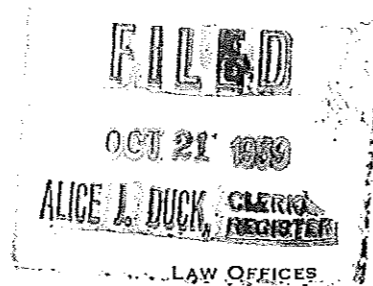
AT LAW

NO. 3808

** ** *

AMENDED COMPLAINT

** ** *



CHASON & STONE

BAY MINETTE, ALABAMA

*We find in favor
of defendant
Wayne Hagler*

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Hubert Harville 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 Mrs. Ethel M. Wilson, as the mother and next friend of Linda Kay Wilson, a minor.

Witness my hand on this the 5 day of April, 1959.

Robert White
Clerk

Ex 4-29-59

MRS. ETHEL M. WILSON, As the
Mother and next friend of
LINDA KAY WILSON, a minor,

Plaintiff,

vs.

HUBERT HARVILLE,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW

COUNT ONE

The Plaintiff claims of the Defendant the sum of Fifteen Thousand Dollars (\$15,000.00) as damages for that on, to-wit: January 30, 1959, at a point on U. S. Highway 31, two miles North of Stapleton in Baldwin County, Alabama, the Defendant negligently drove his automobile into, upon or against an automobile in which Linda Kay Wilson was riding at said time and place and where she had a right to be and as a proximate result of the negligence of such Defendant the said Linda Kay Wilson was injured in this: her face was lacerated, her jaw was broken, her teeth were seriously damaged and she was caused to suffer abrasions and contusions and she was caused to suffer much pain and mental anguish and was permanently

injured. She was caused to incur large hospital and medical bills, all to the damage of the Plaintiff in the sum aforesaid, hence this suit.


Attorneys for Plaintiff

The Plaintiff demands a trial of this cause by a jury.


Attorneys for Plaintiff

1550 7/11/80 205
MRS. ETHEL M. WILSON, as the
Mother and next friend of LINDA
KAY WILSON, a minor,

Plaintiff,

vs.

HUBERT HARVILLE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

SUMMONS AND COMPLAINT

FILED
APR 8 1959
ALICE J. DUCK, CLERK
REGISTER

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

Received ¹⁶ 8 day of April 1959
and on 29 day of April 1959
served a copy of the within, Q & C
on Hubert Harville
by service on _____
TAYLOR WILKINS, Sheriff
By J. Smith D. S.

MRS. ETHEL M. WILSON, As the
Mother and next friend of
LINDA KAY WILSON, a minor,

Plaintiff,

-VS-

HUBERT HARVILLE,

Defendant.

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

DEMURRERS

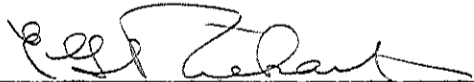
Comes the Defendant in the above styled cause and
offers the following demurrers to the Plaintiff's complaint:

1. Said complaint merely alleges that the act of the Defendant was negligently done without showing it was actionable negligence.
2. Said complaint does not show how said accident took place.
3. Said complaint does not show in which direction either of the cars were going at the time of the accident.
4. Said complaint does not show who was driving the car in which the Plaintiff was riding.
5. Said complaint does not show what permanent injuries Plaintiff suffered.
6. The allegation that the said LINDA KAY WILSON was riding at said time and place and where she had a right to be is a conclusion of the pleader.

FILED

MAY 29 1959

ALICE L. DUCK, CLERK
REGISTER



E. G. RICKABY,
Attorney for Defendant.

3808

MRS. ETHEL M. WILSON, As the
Mother and next friend of
LINDA KAY WILSON, a minor,

Plaintiff,

-VS-

HUBERT HARVILLE,

Defendant.

DEMURRERS

FILED

MAY 29 1959

ALICE L. DICK
CLERK
REGISTER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

MRS. ETHEL M. WILSON, As the
Mother and next friend of
LINDA KAY WILSON, a minor,

Plaintiff,

- VS -

HUBERT HARVILLE,

Defendant.

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

P L E A S

Comes the defendant in the above styled cause and
offers the following separate and several pleas:

1. The defendant for answer to the complaint says
that he is not guilty of the matters alleged therein.

2. The defendant avers that the allegations of the
complaint are untrue.


3. General Issue.

FILED

JUN 25 1959

ALICE J. DUCK, CLERK
REGISTER


E. G. RICKARBY,


KENNETH COOPER,

Attorneys for Defendant.

3808

FILED

6-25-59

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Arthur L. Harville 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 same, then and there to answer the complaint of Ethel M. Wilson, as the mother and next friend of Linda Kay Wilson, a minor.

Witness my hand this 3 day of August, 1959.

84 8-18-59

W. L. Duck
Clerk

ETHEL M. WILSON, As the	X	
Mother and next friend of	X	
LINDA KAY WILSON, a minor,	X	IN THE CIRCUIT COURT OF
	X	
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.	X	
HUBERT HARVILLE,	X	AT LAW
Defendant.	X	

Comes the Plaintiff in the above styled cause and amends her complaint filed in said cause so that the same shall read as follows:

ETHEL M. WILSON, As the	X	
Mother and next friend of	X	
LINDA KAY WILSON, a minor,	X	IN THE CIRCUIT COURT OF
	X	
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.	X	
HUBERT HARVILLE and ARTHUR	X	AT LAW
L. HARVILLE,	X	
Defendants.	X	

COUNT ONE:

The plaintiff claims of the Defendants the sum of Fifteen Thousand Dollars (\$15,000.00) as damages for that on, to-wit: January 30, 1959, on U. S. Highway 31, at a point about two miles North-east of Stapleton in Baldwin County, Alabama, the Defendant Arthur L. Harville, acting by and through his agent, servant or employee Hubert Harville, who was then and there acting within the line and scope of his employment as such, negligently ran his automobile into, upon or against an automobile in which Linda Kay Wilson, a minor, was riding at said time and place, and as a proximate result of the negligence of the Defendants the said Linda Kay Wilson was injured in this: her face was lacerated, her jaw was broken, her teeth were seriously damaged and she was caused to suffer abraisons and contusions and she was caused to suffer much pain and mental anguish and was permanently injured. She was caused to incur large hospital and medical bills, all to the damage of the Plaintiff in the sum aforesaid, hence this suit.

Plaintiff demands a trial of this cause by jury

Sharon & Stone
Attorneys for Plaintiff

169 3808 422
MRS. ETHEL M. WILSON, As the
Mother and next friend of LINDA
K. WILSON, a minor,

Plaintiff,

vs.

HUBERT HARVILLE,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

AMENDED COMPLAINT

FILED

AUG 3 1959

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICES

CHASON & STONE
BAY MINETTE, ALABAMA

Received 3 day of Aug 1959
and on 18 day of Aug 1959
serve a copy of the within Mind. Comp.
by Hubert Harville

service on Arthur Harville

TAYLOR WILKINS, Sheriff
By W. A. Talbot D. S.
Rabon

Sheriff claims 20 miles at
Ten Cents per mile Total \$ 2.00
TAYLOR WILKINS, Sheriff
BY Talbot
DEPUTY SHERIFF

RETURNED 8-12-59

Not found in this County after diligent search and inquiry.

RAY D. BRIDGES, Sheriff
By J. Smith D. S.

ETHEL M. WILSON, As the
Mother and next friend of
LINDA KAY WILSON, a minor,

Plaintiff,

-VS-

HUBERT HARVILLE,

Defendant.


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


DEMURER

Comes the defendant, ARTHUR L. HARVILLE, in the
above styled cause and offers the following separate and several
demurrers to the Plaintiff's complaint as amended:

1. That the said complaint shows no facts which
would authorize the Plaintiff to recover from the Defendant.

2. Said complaint does not show that Ethel M. Wilson
has a right to recover for injuries suffered by Linda Kay Wilson.


E. G. RICKARBY,
Attorney for Defendant.


KENNETH COOPER,
Attorney for Defendant.

Filed
8-29-59

Copy 9 within Denumer
scribed on Mr John
Cheson personally by
undersigned.

Kenneth Cooper

3808

AUG 28 1932
ALICE J. DICK, CLERK
REGISTER

LINDA KAY WILSON, a minor, suing
by ETHEL M. WILSON as her Mother
and next friend,

Plaintiff,

-VS-

HUBERT HARVILLE and ARTHUR L.
HARVILLE,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA


AT LAW

NO. 3808


PLEAS

COMES the Defendants and offers the following Pleas to the
Plaintiff's complaint and each and every count thereof, separately
and several:

1. The Defendants for answer to the complaint say that
they are not guilty of the matters alleged therein.
2. The Defendants aver that the allegations of the complaint
are untrue.
3. General Issue.


E. G. RICKARBY
Attorney for Defendants

Filed
10-28-59


KENNETH COOPER
Attorney for Defendants

3808
LINDA KAY WILSON, a minor,
suing by ETHEL M. WILSON
as her Mother and next friend,

Plaintiff,

-VS-

HUBERT HARVILLE and ARTHUR
L. HARVILLE,

Defendants.

PLEAS

FILED

OCT 28 1959

ALICE J. DUCK, CLERK
REGISTERED

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW No. 3808

Wilson vs. Harville

JURY LIST, SPRING TERM, MARCH 14, 1906

1	Head, Perry M., Farmer, Stapleton	
2	Helms, Kenneth B., Civil Service, Alberta	101
3	Helms, John R., Civil Service, Alberta	
4	King, Stephens A., Clerk, Bay Minette	182 P5
5	Kill, Donald, Civil Service, Alberta	
6	Hughes, Wayne, Motel Owner, Fairhope	
7	Bishop, Earnest S., Meat Packer, Fairhope	
8	Cooper, M.C., Carpenter, Robertsdale	
9	Cooper, Ted W., Livestock Dealer, Robertsdale	
10	Cox, Ferdinand A., Farmer, Loxley	102
11	Gipson, Leon Fisher, Mechanic, Bay Minette	
12	Harrison, John, Laborer, Summerdale	104
13	Parker, Joe G., Farmer, Bon Secour	
14	Campbell, I. Jack, Salesman, Bay Minette	101
15	Gantt, Ralph P., Farmer, Little River	
16	Scott, E. C., Building Carpenter, Foley	P7
17	Pilgrim, A.L., Farmer, Alberta	
18	Pilgrim, H.E., Farmer, Alberta	
19	Pilgrim, Joseph A., Jr., Farmer, Alberta	
20	Reedy, M.S., Postal Clerk, Bay Minette	P8
21	Blunt, Hugh Paul, Brookley Field, Bay Minette	
22	Boone, W.A., Farmer, Little River	
23	Bryant, Julis Lee, Farmer, Stockton	P2
24	Cheating, Pelham D., Brookley Field, Bay Minette	P4
25	Childress, Calvin, Farmer, Summerdale	
26	Childress, Hobson, Farmer, Silverhill	P3
27	Chestain, Charles, Farmer, Bay Minette	
28	Cleverdon, Paul L., Farmer, Summerdale	
29	Andress, Herbert B., Farmer, Foley	
30	Armstrong, William, Civil Service, Alberta	103
31	Williams, Bryant, Farmer, Fairhope	
32	Wenzel, Emmett C., Merchant, Gulf Shores	
33	Walters, Thomas W., Farmer, Bon Secour	106
34	Craft, Edwin F., Farmer, Daphne	P1
35	Grill, Calvin, Greenery, Fairhope	
36	Dean, David H., Farmer, Loxley	
37	Bell, Walter, Mechanic, Bon Secour	
38	Flowers, Albert F., Farmer, Gulf Shores	105
39	Ford, W.S., Jr., Type Setter, Foley	108
40	Lafley, Laurence E., Mechanic, Foley	
41	Passer, Joseph, Farmer, Robertsdale	
42	Bazzari, Joe, Farmer, Daphne	
43	Graham, James H., Laborer, Bay Minette	107
44	Graham, John C., Brookley Field, Bay Minette	101
45	Grimes, Roy A., Newport, Bay Minette	P6
46	Cunniff, William, Farmer, Robertsdale	
47	McIntosh, James H., Farmer, Robertsdale	P10
48	McIntosh, James H., Farmer, Silverhill	

P XXXX XXVXX X

D XXXX XXXXX X

49
14
35
12
23

ADDITIONAL SALE CONTRACT

3904

751.50

DUE DATE	ACCT NO.
102-7	
205-3	
203-36	
102-3	

DATE 8-12-57

SOLD TO JACK CARLISLE
 ADDRESS _____
 CITY FOLEY ZONE _____ STATE ALA

SHIP TO
 ADDRESS _____
 CITY _____ ZONE _____ STATE _____

The undersigned Seller hereby sells and the undersigned Purchaser hereby purchases subject to the terms and conditions hereinafter set forth, the following described property, to-wit:

QUANTITY	DESCRIPTION	MODEL	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	VICTOR ADDING MACHINE				
	WIKESKY CASH REG	X61	1279560		194 00

SUB-TOTAL	194 00
TAX	5 82
SUB-TOTAL	
TAX	
TOTAL	199 82
LESS: TRADE-IN ALLOWANCE	
BALANCE	30 82

QUANTITY	MAKE	MODEL	SERIAL NUMBER	AMOUNT

CASH IN HAND, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED UPON SIGNING THIS AGREEMENT.

CASH PRICE BALANCE \$ 169 00

plus payment fee \$ _____; for value received the undersigned promises to pay to the order of the undersigned seller the sum total of \$ _____ in lawful money of the United States of America at 3900 N. Rockwell St., Chicago, Illinois or at such other place as the holder may from time to time designate first payment of \$ 15.15 due 9-12-57 plus 11 equal monthly payments of \$ 15.15 on or before the 12 of each succeeding month, together with such other sums as are hereinafter provided for, with interest on such deferred payments, from the dates of maturity until paid, at the highest rate allowed by law.

- Title to said merchandise and any additions thereto or substitutions thereof is retained by you until all amounts payable hereunder are fully paid in cash. Said merchandise shall remain personal property and not become part of the freehold.
- Time is of the essence hereof: if you deem the indebtedness insecure, or if I fail to pay you any of said installments as above set forth, all remaining installments shall without notice become payable forthwith, and I agree to return said merchandise to you and you may without notice or demand and without legal process enter the premises and take possession of said merchandise retaining all rental and all payments made thereon as compensation for its use.
- To secure the payment of any unpaid balance the purchaser or purchasers hereby, jointly and severally, authorize irrevocably, any attorney to appear in behalf of any one or all of them, before any Court of Record, at any time hereafter, and confess a judgment without process in favor of the legal holder of this note, for such amount as may appear to be unpaid thereon, together with costs and reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorneys may do by virtue hereof.
- Purchaser waives all claims, damages and demands against seller arising out of the repossession, retention, separation, and sale as aforesaid. Nothing herein contained shall be construed to prevent the seller, in the event of the nonpayment of said purchase price or any installment thereof without repossessing or otherwise resorting to the said property, from suing for and recovering the whole of the unpaid purchase price.
- Waiver of any default shall not operate as a waiver of other defaults. Your assignee's rights shall be independent of and free from any claim by me against you, all of which I agree to settle directly with you. Should I make payments to you for transmittal to the Victor Adding Machine Co. you shall be acting as my agent, and not as the agent of the aforementioned company. I agree to pay promptly when due all taxes upon said merchandise or upon this contract and will not misuse, secrete, sell, encumber, remove, or otherwise dispose of or lose possession of said chattels, nor permit, nor suffer any lien, encumbrance or charge against said chattels, and will be responsible for any loss or damage to said chattels. I agree to assume the entire risk of loss of the said property and agree that neither the loss, damage nor destruction of the whole or any part thereof shall release the purchaser of his obligation to pay the purchase price or any part thereof. Upon full payment by me, all original papers may be delivered to you for me. I acknowledge receipt of a true copy hereof.
- Any part of this contract contrary to the law of any State shall not invalidate any other parts of this contract in that State. All rights and remedies hereunder are cumulative and not alternative. Seller may assign this contract without notice to purchaser, and when assigned shall be free from any defense, counter claim or cross-complaint by purchaser.
- This contract constitutes the entire agreement; no waivers or modification, past or present, shall be valid unless written upon and/or attached hereto and is subject to acceptance by the seller at their main office, Chicago, Illinois. If not accepted, any moneys paid hereon shall be refunded. This contract is to be construed according to the law of Illinois.
- Purchaser hereby acknowledges receipt of a copy of this contract.

SHEPHERD PRTE. & STATY. CO.
 Dealer Name
 By L. S. Shepherd
 Salesman
Foley, Ala
 Dealer's Address

CREDIT DEPT.

Executed this 12 day of August, 1957
 Purchaser's Firm Name
 By Jack Carlisle
 Title
 Purchaser's Address
Foley, Ala

DLR. REPURCH. 361-159-3

ORIGINAL

BUSINESS REFERENCES		IF BUSINESS FILL IN BELOW	IF INDIVIDUAL FILL IN BELOW	
NAME		KIND OF BUSINESS	RESIDENCE ADDRESS	
ADDRESS		HOW LONG IN BUSINESS	HOW LONG AT PRESENT ADDRESS	OWN <input type="checkbox"/> RENT <input type="checkbox"/>
CITY	STATE	HOW LONG AT PRESENT LOCATION	LANDLORD'S NAME	
NAME		RESIDENCE ADDRESS	ADDRESS	
ADDRESS		NET WORTH \$	EMPLOYER'S NAME	
CITY	STATE		ADDRESS	
BANK NAME	ADDRESS	DUN & BRAD. RATING	HOW LONG EMPLOYED	KIND OF WORK

ASSIGNMENT
FOR VALUE RECEIVED
 I Hereby Assign This Contract to
VICTOR ADDING MACHINE CO.
 with Full Recourse to the
 Undersigned Assignor

Assignor — Dealer