

The Plaintiff claims of the Defendants the further sum of EIGHT HUNDRED EIGHT-SIX AND 46/100 DOLLARS (\$886.46), due from them by account stated between the Plaintiff and Defendants on the 24th day of June, 1959 which sum of money with the interest thereon is still unpaid.

FILED

JUL 2 1959

ALICE J. DUCK, CLERK
REGISTER

WILTERS AND BRANTLEY

BY:

Phyllis S. Nesbit
Attorneys for the Plaintiffs

Exp. 7-8-59

3889

Received 2 day of July 1959
and on 8 day of July 1959
served a copy of the within B & C
on Roy C. Davis, Jr.
James D. Davis
by service on _____

TAYLOR WILKINS, Sheriff
By Edleigh Steadman D. S.

Sheriff claims 80 miles at
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
BY Ed
DEPUTY SHERIFF

Received 2 day of July 1959
and on 8 day of July 1959
served a copy of the within B & C
on D & D Farm
Roy C. Davis
by service on _____

TAYLOR WILKINS, Sheriff
By Edleigh Steadman D. S.

Loxley, Ala

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2889

GRADY P. GILBERT, AND GRADY P.
GILBERT, JR., A partnership
doing business as the ROBERTSDALE
INSURANCE AGENCY

PLAINTIFFS

VS

ROY C. DAVIS, JR. and JAMES D.
DAVIS, Individuals, and ROY C.
DAVIS, JR. and JAMES D. DAVIS
a partnership doing business as
D. & D. FARM

DEFENDANTS

COMPLAINT

FILED

JUL 2 1959

ALICE J. DUCK, CLERK
REGISTER

SUMMONS

STATE OF ALABAMA

BAIDWIN COUNTY

IN THE CIRCUIT COURT OF

BAIDWIN COUNTY, ALABAMA

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Roy C. Davis, Jr. and James D. Davis, individuals and Roy C. Davis, Jr. and James D. Davis, a partnership, doing business as D. and D. Farms to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Grady P. Gilbert, Grady P. Gilbert, Jr., a partnership doing business as Robertsdale Insurance Agency.

Witness my hand this 2nd day of July, 1959.

Alice J. Duck
Alice J. Duck, Clerk

GRADY P. GILBERT, AND GRADY P.
GILBERT, JR., A partnership doing
business as the Robertsdale
Insurance Agency

PLAINTIFFS

VS

ROY C. DAVIS, JR. AND JAMES D.
DAVIS, Individuals, and ROY C.
DAVIS, JR. AND JAMES D. DAVIS,
a partnership doing business as
D. & D. FARM

DEFENDANTS

IN THE CIRCUIT COURT OF

BAIDWIN COUNTY, ALABAMA

AT LAW

NO. 3889

1.

The Plaintiff claims of the Defendants, ONE HUNDRED SEVENTY TWO DOLLARS, (\$172.00) balance due on a promissory note made by the Defendant Roy C. Davis, Jr. on the 21 day of June, 1958 and payable in five monthly installments, one installment being due and payable on August 5th, 1958.

The Plaintiff avers that the Defendant, Roy C. Davis, Jr. defaulted in the payment of this installment and all subsequent monthly installments and that the whole balance has become due and payable. The Plaintiff claims interest at the rate of 8% per annum from the 5th day of August, 1958; this being provided for in the terms of said promissory note. The Plaintiff further avers that the Defendant, Roy C. Davis, Jr. agreed in said promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee in the amount of TWENTY-FIVE DOLLARS (\$25.00).

SUMMONS

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Roy C. Davis, Jr. and James D. Davis, individuals and Roy C. Davis, Jr. and James D. Davis, a partnership, doing business as D. and D. Farms to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Grady P. Gilbert, Grady P. Gilbert, Jr., a partnership doing business as Robertsdale Insurance Agency.

Witness my hand this _____ day of _____, 1959.

Alice J. Duck, Clerk

GRADY P. GILBERT, AND GRADY P.
GILBERT, JR., A partnership doing
business as the Robertsdale
Insurance Agency

PLAINTIFFS

VS

ROY C. DAVIS, JR. AND JAMES D.
DAVIS, Individuals, and ROY C.
DAVIS, JR. AND JAMES D. DAVIS,
a partnership doing business as
D. & D. FARM

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

1.

The Plaintiff claims of the Defendants, ONE HUNDRED SEVENTY TWO DOLLARS, (\$172.00) balance due on a promissory note made by the Defendant Roy C. Davis, Jr. on the 21 day of June, 1958 and payable in five monthly installments, one installment being due and payable on August 5th, 1958. The Plaintiff avers that the Defendant, Roy C. Davis, Jr. defaulted in the payment of this installment and all subsequent monthly installments and that the whole balance has become due and payable. The Plaintiff claims interest at the rate of 8% per annum from the 5th day of August, 1958; this being provided for in the terms of said promissory note. The Plaintiff further avers that the Defendant, Roy C. Davis, Jr. agreed in said promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee in the amount of TWENTY-FIVE DOLLARS (\$25.00).

The Plaintiff claims of the Defendants the further sum of EIGHT HUNDRED EIGHT-SIX AND 46/100 DOLLARS (\$886.46), due from them by account stated between the Plaintiff and Defendants on the 24th day of June, 1959 which sum of money with the interest thereon is still unpaid.

WILTERS AND BRANTLEY

BY:

Phyllis S. Nesbit
Attorneys for the Plaintiffs

WILLIAM T. DICK, Register
CLERK

JUL 2 1959

FILED

RECORDED

D. & D. EVANS
a partnership doing business as
WALTS and JAMES D. WALTS,
WALTS, Indigents, and ROX C.
ROX C. WALTS, JR. and JAMES D.

AS

DEFENDANTS

INSURANCE COMPANY
doing business as THE ROBERTSONVILLE
CLUBBET, JR. & V. Indigents
GRADY B. CLUBBET, and GRADY B.

NO.

AT LAW

BALDWIN COUNTY, ALABAMA
IN THE CIRCUIT COURT OF