

AT LAW

V.

NO.

4150

COMPLAINT

1.

2.

Plaintiff owns, possesses and maintains an oil and gas well known as State Lease 1355, Well No. 19, which is situated adjacent to the coastline of the State of Louisiana and the Parish of Plaquemines, and has owned, possessed and maintained said well at all times mentioned herein. Said well is a producing well whose production is carried to a production platform in that area by a 3 inch flowline which is buried beneath the bottom of the Gulf of Mexico. This well and flowline and their appurtenances were on an oil and gas lease owned by plaintiff and were put down by plaintiff under the supervision of and with authority from the proper governmental agencies, namely, the U. S. Army Corps of Engineers, the U. S. Coast Guard, and the Police Jury of Plaquemines Parish. At all times mentioned herein the well location area was properly lighted at night

and a sign was on the well itself, clearly visible from afar, indicating that the well was the property of plaintiff. Also the well was surrounded by protective piling clusters which were likewise the property of complainant.

3.

On or about January 24, 1959, the boat "Florida Lady" came alongside and tied up to the protective piling clusters surrounding the well. This action of mooring the "Florida Lady" to these piling clusters was unauthorized and constituted a trespass upon the property of plaintiff. On or about the same date the "Florida Lady" swung loose from its moorings and collided and became entangled with the well jacket surrounding this well, damaging same and breaking the flowline serving the well. By subsequent maneuvering to free itself the "Florida Lady" became entangled with the flowline serving the well and did serious damage to the flowline.

4.

The sole and proximate cause of this damage to the property of plaintiff was the carelessness and negligence of the master and members of the crew of the "Florida Lady" in the above described operations of said vessel in the following particulars:

1. In trespassing upon the property of Shell Oil Company by improperly mooring said boat at piling clusters designed to protect the well.
2. In negligently mooring said boat "Florida Lady" so that it was allowed to collide with the well and flowline.
3. In not keeping a lookout to warn the master of the boat that said boat was changing position and endangering the well.
4. In maneuvering a boat in the immediate vicinity of an oil and gas well with full knowledge or foreseeability that a flowline and/or pipelines were present.
5. In navigating the boat into shallow water where the boat's draught was too deep, knowing that control over the boat would be lost, and with full knowledge or foreseeability that oil and gas installations in the vicinity would be endangered.

5.

As a direct result of this carelessness and negligence in the above described operations of the "Florida Lady", plaintiff suffered the following damages:

1. Labor and equipment furnished to cut the flowline from the "Florida Lady"	\$ 178.03
2. Repairs to flowline	2,171.69
3. Overhead in effecting repairs	<u>154.65</u>
Total Damages	\$2,504.37

6.

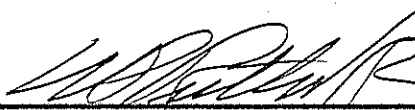
At all times mentioned herein defendant Wilbur E. McKee was the owner of the "Florida Lady"; and the vessel was being operated for the use and benefit of Wilbur E. McKee; and the master and members of the crew of the vessel were his servants, acting in the course and scope of their employment. Defendant John Doe Insurance Company was at all times mentioned herein the insurer of defendant Wilbur E. McKee and the boat "Florida Lady" in respect to public liability insurance, protection and indemnity coverage, marine risks coverage, and other insurance coverage regarding all of the matters and things herein and involved, is directly liable to plaintiff herein under the laws of the State of Louisiana, where the aforesaid damage to plaintiff occurred, jointly with the other defendant herein liable to plaintiff, as aforesaid, by virtue of Louisiana Revised 22:655, a statute then in force as the law of that State, and which is commonly known as a direct-action statute and which provides in part as follows:

"...The injured person or his or her survivors or heirs... at their option, shall have a right of direct action against the insurer within the terms and limits of the policy in the parish where the accident or injury occurred or in the parish where the insured or insurer is domiciled, and said action may be brought against the insurer alone or against both the insured and insurer jointly and in solido, at the domicile of either or their principal place of business in Louisiana. This right of direct action shall exist whether the policy of insurance sued upon was written or delivered in the state of Louisiana or not and whether or not such policy contains a provision forbidding such direct action, provided the accident or injury occurred within the state of Louisiana. Nothing contained in this Section shall be construed to affect the provisions of the policy or contract if the same are not in violation of the laws of this state. It is the intent of this Section that any action brought hereunder shall be subject to all of the lawful conditions of the policy or contract and the defenses which could be urged by the insurer to a direct action brought by the insured, provided the terms and conditions of such policy or contracts are not in violation of the laws of this state.

"It is also the intent of this Section that all liability policies within their terms and limits are executed for the benefit of all

injured persons, his or her survivors or heirs, to whom the insured is liable; and that it is the purpose of all liability policies to give protection and coverage to all insureds, whether they are named insureds or additional insureds under the omnibus clause, for any legal liability said insured may have as or for a tortfeasor within the terms and limits of said policy."

WHEREFORE, plaintiff prays for judgment in the sum of Twenty Five Hundred Four and 37/100 Dollars (\$2,504.37) against the defendants jointly together with legal interest thereon from the date thereof, and all costs.



W. P. RUTLEDGE
Attorney for Shell Oil Company
Box 193
New Orleans, Louisiana

RECEIVED
JUL 10 1960
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

412-2

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

SHELL OIL COMPANY,
PLAINTIFF

V.

WILBUR E. MC KEE,
JOHN DOE INSURANCE COMPANY,
DEFENDANTS

NO. 4150

: : : : : : : : : : : :

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, STATE OF ALABAMA:

COMPLAINT

Now comes the plaintiff Shell Oil Company, a corporation, and for this its complaint in the above styled cause respectfully alleges that:

1.

Defendant Wilbur E. McKee is domiciled at Gulf Shores, Baldwin County, Alabama; and the defendant John Doe Insurance Company is a foreign insurance corporation, whose full or correct name is not now known to plaintiff, but whose correct name will be promptly supplied by amendment when ascertained, and is qualified to do and is doing business both in the State of Alabama and in the State of Louisiana, the latter being the state where this cause of action arose. Plaintiff claims of all of the aforesaid defendants, jointly, damages in the amount of Twenty Five Hundred Four and 37/100 Dollars (\$2,504.37) for injury to the plaintiff's property arising out of the following facts:

2.

Plaintiff owns, possesses and maintains an oil and gas well known as State Lease 1355, Well No. 19, which is situated adjacent to the coastline of the State of Louisiana and the Parish of Plaquemines, and has owned, possessed and maintained said well at all times mentioned herein. Said well is a producing well whose production is carried to a production platform in that area by a 3 inch flowline which is buried beneath the bottom of the Gulf of Mexico. This well and flowline and their appurtenances were on an oil and gas lease owned by plaintiff and were put down by plaintiff under the supervision of and with authority from the proper governmental agencies, namely, the U. S. Army Corps of Engineers, the U. S. Coast Guard, and the Police Jury of Plaquemines Parish. At all times mentioned herein the well location area was properly lighted at night

and a sign was on the well itself, clearly visible from afar, indicating that the well was the property of plaintiff. Also the well was surrounded by protective piling clusters which were likewise the property of complainant.

3.

On or about January 24, 1959, the boat "Florida Lady" came alongside and tied up to the protective piling clusters surrounding the well. This action of mooring the "Florida Lady" to these piling clusters was unauthorized and constituted a trespass upon the property of plaintiff. On or about the same date the "Florida Lady" swung loose from its moorings and collided and became entangled with the well jacket surrounding this well, damaging same and breaking the flowline serving the well. By subsequent maneuvering to free itself the "Florida Lady" became entangled with the flowline serving the well and did serious damage to the flowline.

4.

The sole and proximate cause of this damage to the property of plaintiff was the carelessness and negligence of the master and members of the crew of the "Florida Lady" in the above described operations of said vessel in the following particulars:

1. In trespassing upon the property of Shell Oil Company by improperly mooring said boat at piling clusters designed to protect the well.
2. In negligently mooring said boat "Florida Lady" so that it was allowed to collide with the well and flowline.
3. In not keeping a lookout to warn the master of the boat that said boat was changing position and endangering the well.
4. In maneuvering a boat in the immediate vicinity of an oil and gas well with full knowledge or foreseeability that a flowline and/or pipelines were present.
5. In navigating the boat into shallow water where the boat's draught was too deep, knowing that control over the boat would be lost, and with full knowledge or foreseeability that oil and gas installations in the vicinity would be endangered.

5.

As a direct result of this carelessness and negligence in the above described operations of the "Florida Lady", plaintiff suffered the following damages:

1. Labor and equipment furnished to cut the flowline from the "Florida Lady"	\$ 178.03
2. Repairs to flowline	2,171.69
3. Overhead in effecting repairs	<u>154.65</u>
Total Damages	\$2,504.37

6.

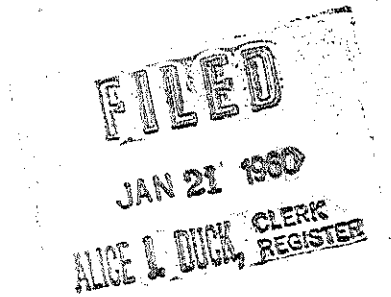
At all times mentioned herein defendant Wilbur E. McKee was the owner of the "Florida Lady"; and the vessel was being operated for the use and benefit of Wilbur E. McKee; and the master and members of the crew of the vessel were his servants, acting in the course and scope of their employment. Defendant John Doe Insurance Company was at all times mentioned herein the insurer of defendant Wilbur E. McKee and the boat "Florida Lady" in respect to public liability insurance, protection and indemnity coverage, marine risks coverage, and other insurance coverage regarding all of the matters and things herein and involved, /is directly liable to plaintiff herein under the laws of the State of Louisiana, where the aforesaid damage to plaintiff occurred, jointly with the other defendant herein liable to plaintiff, as aforesaid, by virtue of Louisiana Revised 22:655, a statute then in force as the law of that State, and which is commonly known as a direct-action statute and which provides in part as follows:


"...The injured person or his or her survivors or heirs... at their option, shall have a right of direct action against the insurer within the terms and limits of the policy in the parish where the accident or injury occurred or in the parish where the insured or insurer is domiciled, and said action may be brought against the insurer alone or against both the insured and insurer jointly and in solido, at the domicile of either or their principal place of business in Louisiana. This right of direct action shall exist whether the policy of insurance sued upon was written or delivered in the state of Louisiana or not and whether or not such policy contains a provision forbidding such direct action, provided the accident or injury occurred within the state of Louisiana. Nothing contained in this Section shall be construed to affect the provisions of the policy or contract if the same are not in violation of the laws of this state. It is the intent of this Section that any action brought hereunder shall be subject to all of the lawful conditions of the policy or contract and the defenses which could be urged by the insurer to a direct action brought by the insured, provided the terms and conditions of such policy or contracts are not in violation of the laws of this state.

"It is also the intent of this Section that all liability policies within their terms and limits are executed for the benefit of all

injured persons, his or her survivors or heirs, to whom the insured is liable; and that it is the purpose of all liability policies to give protection and coverage to all insureds, whether they are named insureds or additional insureds under the omnibus clause, for any legal liability said insured may have as or for a tort feisor within the terms and limits of said policy."

WHEREFORE, plaintiff prays for judgment in the sum of Twenty Five Hundred Four and 37/100 Dollars (\$2,504.37) against the defendants jointly together with legal interest thereon from the date thereof, and all costs.




W. P. RUTLEDGE
Attorney for Shell Oil Company
Box 193
New Orleans, Louisiana

SUMMONS AND COMPLAINT

McKay Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4150

----- TERM, 19--

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Wilbur E. McKee and John Doe Insurance Company

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, State of Alabama, at Bay Minette, against-----

Wilbur E. McKee and John Doe Insurance Company-----, Defendant-----

by Shell Oil Company

-----, Plaintiff-----

Witness my hand this 21----- day of January----- 19 60

Alfred A. Smith-----, Clerk

No. 4150 Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

SHELL OIL COMPANY

Plaintiffs

vs.

WILBUR E. McKEE AND

JOHN DOE INSURANCE COMPANY

Defendants

Summons and Complaint

Filed 1-21 19 60

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Jeff Shores
Received In Office

19

Sheriff

I have executed this summons

this Feb 16 19 60

by leaving a copy with

Wilbur E. McKee

Returned 18 day of Feb 19 60

Not found in my county after diligent search and inquiry. John Doe Ins. Co.

Taylor Wilkins, Sheriff

By Chadwick Deputy Sheriff

Sheriff claims 10.0 miles at

Ten Cents per mile Total \$ 10.00

TAYLOR WILKINS, Sheriff

BY Taylor Wilkins DEPUTY SHERIFF

Taylor Wilkins Sheriff

Chadwick Deputy Sheriff

Jeff Shores

SHELL OIL COMPANY,	:	IN THE CIRCUIT COURT OF
Plaintiff	:	BALDWIN COUNTY, ALABAMA
VS:	:	
	:	AT LAW
WILBER E. McKEE AND	:	
JOHN DOE INSURANCE COMPANY	:	
Defendant	:	CASE NO. 4150

Comes now the Plaintiff in the above styled cause and amends its Complaint by striking therefrom as a Defendant, John Doe Insurance Company, and further amends said Complaint and the Caption thereof so that the same shall read as follows:

SHELL OIL COMPANY,	:	IN THE CIRCUIT COURT OF
Plaintiff	:	BALDWIN COUNTY, ALABAMA
VS:	:	
	:	AT LAW
WILBER E. McKEE	:	
Defendant	:	CASE NO. 4150

COUNT ONE

The Plaintiff claims of the Defendant the sum of TWO THOUSAND FIVE HUNDRED AND FOUR AND 37/100 (\$2,504.37) DOLLARS As damages for that heretofore and on to-wit: January 24, 1959, the agents, servants, or employees of the Defendant acting within the line and scope of their employment trespassed on an oil and gas well and structures appurtenant thereto by tying the boat "Florida Lady" to structures surrounding the well, owned by the Plaintiff, said oil and gas well being known as State Lease 1355, Well Number 19, and situated adjacent to the coast line of the State of Louisiana and the Parish of Plaquemines, and as a direct and proximate result of such trespass by the agents, servants or employees of the Defendant acting within the line and scope of their employment as such, the well jacket surrounding the well was damaged, and the flow line by which

the production of said well Number 19 is transported was damaged and broken, and the Plaintiff was put to great expense in and about cutting the flow line from the boat "Florida Lady" and in repairing the flow line, all to the Plaintiff's great damage in the amount aforesaid, hence this suit.

COLLINS, GALLOWAY & MURPHY

BY: 


Fred G. Collins
Attorneys for Plaintiff

I, Fred G. Collins, one of the attorneys of record for the Plaintiff hereby certify that I have served a copy of the foregoing amendment on the Honorable Fred Killion one of the attorneys for the Defendant by mailing the same to him office on January 16, 1961.

FILED

JAN 17 1961

ALICE I. DUCK, CLERK
REGISTER


Fred G. Collins

SHELL OIL COMPANY,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW
WILBUR E. McKEE,)	
JOHN DOE INSURANCE COMPANY,)	CASE NO. 4150
Defendants.)	

PLEA IN ABATEMENT

Comes John Doe Insurance Company named as a defendant in the above styled cause and appears specially and only for the purpose of filing this plea, and says that the said Shell Oil Company, plaintiff in this cause, ought not to have and maintain its said action against the said John Doe Insurance Company for that while the complaint seeks relief against the defendant Wilbur E. McKee, said complaint further seeks relief against the said John Doe Insurance Company on the grounds that said Company was the alleged insurer of defendant Wilbur E. McKee and of the vessel "FLORIDA LADY" at the time of the happenings alleged in the complaint, and it further appears from the complaint that there has been no judgment rendered against the defendant Wilbur E. McKee in favor of the plaintiff.

WHEREFORE, the said defendant John Doe Insurance Company, appearing specially for this purpose only as aforesaid, says that this suit should be abated, ^{as against it} and should not be allowed to proceed.

JOHN DOE INSURANCE COMPANY

By John H. Tappan
John H. Tappan thereto lawfully
authorized.

STATE OF ALABAMA)

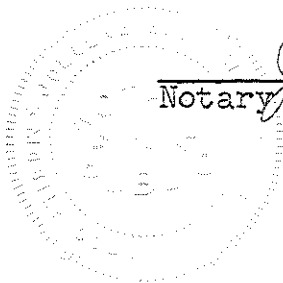
COUNTY OF MOBILE)

Before me, Jaeline E. Brown, a Notary Public in and for said County in said State, personally appeared John H. Tappan, who being duly sworn, says on oath that he had read the foregoing plea in abatement and that the facts stated therein

are true to the best of his knowledge, information and belief.

John H. Tappan

Subscribed and sworn to
before me this 9th day
of August, 1960.



J. E. Brown
Notary Public, Mobile County, Alabama

Filed 8-8-60
Arlene F. Hester
Clerk

4158

FILED
AUG 8 1980
ALICE J. DUCK, CLERK
REGISTER

SHELL OIL COMPANY,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW
WILBUR E. McKEE,)	
JOHN DOE INSURANCE COMPANY,)	CASE NO. 4150
Defendants.)	

PLEA IN ABATEMENT

Comes John Doe Insurance Company named as a defendant in the above styled cause and appears specially and only for the purpose of filing this plea, and says that the said Shell Oil Company, plaintiff in this cause, ought not to have and maintain its said action against the said John Doe Insurance Company for that while the complaint seeks relief against the defendant Wilbur E. McKee, said complaint further seeks relief against the said John Doe Insurance Company on the grounds that said Company was the alleged insurer of defendant Wilbur E. McKee and of the vessel "FLORIDA LADY" at the time of the happenings alleged in the complaint, and it further appears from the complaint that there has been no judgment rendered against the defendant Wilbur E. McKee in favor of the plaintiff.

WHEREFORE, the said defendant John Doe Insurance Company, appearing specially for this purpose only as aforesaid, says that this suit should be abated, ^{as against it} and should not be allowed to proceed.

JOHN DOE INSURANCE COMPANY

By

John H. Tappan
John H. Tappan thereto lawfully
authorized.

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, Joeline E. Brown, a Notary Public in and for said County in said State, personally appeared John H. Tappan, who being duly sworn, says on oath that he had read the foregoing plea in abatement and that the facts stated therein

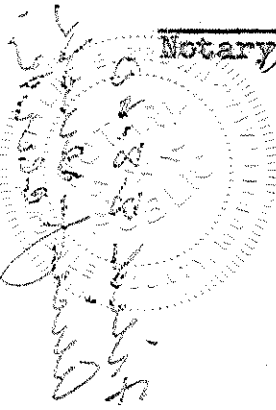
are true to the best of his knowledge, information and belief.

John H. Tappan

Subscribed and sworn to

before me this 8th day
of August, 1960.

Jellene E. Brown
Notary Public, Mobile County, Alabama

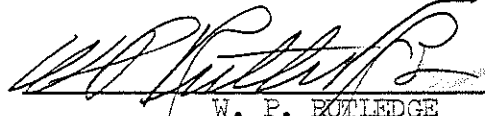


5-214

PRÆCIPUE FOR SUMMONS

TO THE CLERK OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA:

On filing complaint in the cause entitled below issue summons therein, substantially in accordance with that below, to be served on Wilbur E. McKee and John Doe Insurance Company, a corporation, in the matter provided by law.


W. P. RUTLEDGE
Attorney for Plaintiff
Shell Oil Company

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

SHELL OIL COMPANY,
PLAINTIFF

V.

WILBUR E. MC KEE,
JOHN DOE INSURANCE COMPANY,
DEFENDANTS

:

:

:

:

:

NO. _____

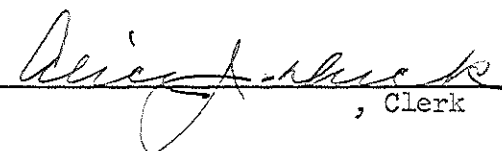
: : : : : : : : : : : : : :

SUMMONS

STATE OF ALABAMA) TO ANY SHERIFF OF THE STATE OF ALABAMA
BALDWIN COUNTY) GREETINGS:

You are hereby commanded to summon Wilbur E. McKee and John Doe Insurance Company, a corporation, the latter being the fictitious name of a party defendant in the above styled cause whose true name is yet unascertained as revealed by the complaint herewith, to appear within thirty (30) 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 Shell Oil Company in the above styled cause.

Witness my hand this 21 day of January, 1960.


_____, Clerk

APPEARANCE
BALDWIN COUNTY
STATE OF ALABAMA -- ~~MOBILE COUNTY~~
CIRCUIT COURT — CIVIL DIVISION

SHELL OIL COMPANY,

Plaintiff,

vs.

WILBUR E. McKEE, JOHN DOE
INSURANCE COMPANY,

defendants

CASE NO. 4150

Mobile, Ala., June 17, 1960

PILLANS, REAMS, TAPPAN, WOOD & ROBERTS

BY: Fred W. Killion, Jr. appear for

Wilbur E. McKee and John
Doe Insurance Company Defendants

in the above entitled cause and reserve the right to demur or plead specially.

Filed 6-20, 1960.

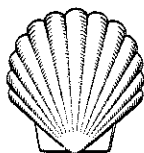
PILLANS, REAMS, TAPPAN, WOOD & ROBERTS

Attorney for defendants

Wilbur E. McKee, John Doe Ins. Co.

Clerk

85



SHELL OIL COMPANY

SHELL BUILDING
P. O. BOX 193
NEW ORLEANS 3, LOUISIANA

January 20, 1960

Clerk of the Circuit Court
of Baldwin County
Bay Minette, Alabama

Dear Madam:

Enclosed herewith are complaints to be filed in the following lawsuits:

Shell Oil Company, Plaintiff

v.

Wilbur E. McKee, et al, Defendant

No. _____

Shell Oil Company, Plaintiff

v.

Ervin Wallace, et al, Defendants

No. _____

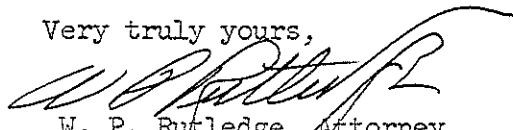
Also, you will find sufficient copies of each complaint to serve one on each of the defendants in these lawsuits with summons. Also enclosed are praecipes for summons in each of these causes.

As I stated in our phone conversation yesterday, we are pressed for time in getting these suits commenced. Therefore, I should be greatly obliged if you would kindly file these suits and issue summons immediately upon receipt of these pleadings.

An extra copy of each of the complaints is enclosed, and I would appreciate it greatly if you would stamp the filing date on these copies and return them in the self-addressed envelope included for that purpose.

Thank you for your time and consideration in this matter.

Very truly yours,



W. P. Rutledge, Attorney
for Shell Oil Company

WPR:JR

Enclosures

P. S. Also enclosed please find a check for \$75 for cost.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4150

----- TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Wilbur E. McKee and John Doe Insurance Company

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, State of Alabama, at Bay Minette, against-----

Wilbur E. McKee and John Doe Insurance Company

-----, Defendant-----

by Shell Oil Company

-----, Plaintiff-----

Witness my hand this 21 day of January 19 60

Wright-Black, Clerk

No. _____ Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

Summons and Complaint

Filed _____ 19____

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19____

_____, Sheriff

I have executed this summons

this _____ 19____

by leaving a copy with

Sheriff

Deputy Sheriff

JOHN V. DUCK
ATTORNEY AT LAW
FAIRHOPE, ALA.
January 21st, 1960

41151

Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Miss. Alice:

Enclosed you will find Bill of complaint.
Please send to Sheriff, and file.

JVD:og
Encl:

Sincerely,


John V. Duck

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.

..... TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

Ed Barrington & Irene Barrington

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, State of Alabama, at Bay Minette, against

Ed Barrington & Irene Barrington, Defendant

by John Robinson

....., Plaintiff

Witness my hand this 22 day of January 1960

W. J. Black, Clerk

No. _____ Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

Summons and Complaint

Filed _____ 19____

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19____

, Sheriff

I have executed this summons

this _____ 19____

by leaving a copy with

Sheriff

Deputy Sheriff

JOHN ROBINSON
Plaintiff

-VS-

ED BARRINGTON, and
IRENE BARRINGTON,
jointly and individually.
Defendants.

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

BILL OF COMPLAINT

COUNT ONE:

Plaintiff claims of the Defendants the sum of ONE HUNDRED TWENTY-THREE (\$123.00) DOLLARS, due from them by account on the 15th day of September, 1959, which sum of money with the interest thereon is still unpaid.

COUNT TWO:

Plaintiff claims of the Defendants the sum of ONE HUNDRED TWENTY-THREE (\$123.00) DOLLARS, on an account stated between the Plaintiff and Defendants, on the 15th day of September, 1959, which sum of money, with the interest thereon is still unpaid.


Attorney for Plaintiff

Defendants reside at:

Montrose, Alabama

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,
Baldwin County.

}

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ED BARRINGTON, and IRENE BARRINGTON,

jointly and individually

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, State of Alabama, at Bay Minette, against _____

Ed Barrington and Irene Barrington, jointly & ind., Defendant _____

by _____

JOHN ROBINSON _____

Plaintiff _____

Witness my hand this 22 day of Jan 1960

Deirdre French Clerk

No. _____ Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

JOHN ROBINSON

Plaintiffs

vs.

ED BARRINGTON, and Irene

Barrington, jointly & ind.
Defendants

Summons and Complaint

Filed _____ 19____

Clerk

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Montrose, Alabama

Received In Office

19____

, Sheriff

I have executed this summons

this _____ 19____

by leaving a copy with

Sheriff

Deputy Sheriff

JOHN ROBINSON

Plaintiff

-VS-

ED BARRINGTON, and
IRENE BARRINGTON,
jointly and individually.

Defendants.

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

BILL OF COMPLAINT

COUNT ONE:

Plaintiff claims of the Defendants the sum of ONE HUNDRED TWENTY-THREE (\$123.00) DOLLARS, due from them by account on the 15th day of September, 1959, which sum of money with the interest thereon is still unpaid.

COUNT TWO:

Plaintiff claims of the Defendants the sum of ONE HUNDRED TWENTY-THREE (\$123.00) DOLLARS, on an account stated between the Plaintiff and Defendants, on the 15th day of September, 1959, which sum of money, with the interest thereon is still unpaid.


Attorney for Plaintiff

Defendants reside at:

Montrose, Alabama

JOHN ROBINSON
Plaintiff

-VS-

ED BARRINGTON, and
IRENE BARRINGTON,
Jointly and individually.
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.


BILL OF COMPLAINT

COUNT ONE:

Plaintiff claims of the Defendants the sum of ONE HUNDRED TWENTY-THREE (\$123.00) DOLLARS, due from them by account on the 15th day of September, 1959, which sum of money with the interest thereon is still unpaid.

COUNT TWO:

Plaintiff claims of the Defendants the sum of ONE HUNDRED TWENTY-THREE (\$123.00) DOLLARS, on an account stated between the Plaintiff and Defendants, on the 15th day of September, 1959, which sum of money, with the interest thereon is still unpaid.


Attorney for Plaintiff

Defendants reside at:

Montrose, Alabama

Not Answered

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ED BARRINGTON, and IRENE BARRINGTON,
jointly and individually

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, State of Alabama, at Bay Minette, against-----

Ed Barrington and Irene Barrington, jointly & ind., Defendant---

by-----

JOHN ROBINSON-----

Plaintiff---

Witness my hand this-----

22

day of

Jan 1960

Cliff - Blum, Clerk

No. 4157 Page

The State of Alabama

Baldwin County

CIRCUIT COURT

JOHN ROBINSON

Plaintiffs

vs.

ED BARRINGTON, and Irene

Barrington, jointly & ind.
Defendants

Summons and Complaint

Filed

19

FILED

JAN. 22 1910

ALICE L. DUCK, CLERK
REGISTER

Clerk

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Montrose, Alabama

Received In Office

19

, Sheriff

I have executed this summons

this

19

by leaving a copy with

*with held by Mrs Duck
will pay mileage
Montrose*

Sheriff

Deputy Sheriff