

Wheeler G. White } 1902 of the Circuit Court of Limestone
798-1 case } County State of Alabama, was returned
The Bank of Athens } a summons & complaint in words & figures
following - to wit:

State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama-
Greeting:

You are hereby commanded to summon
The Bank of Athens, a firm composed of
William A Frost, Clarence E Frost and John
W. Frost to appear at the next term of
the Circuit Court to be held for said county
at the place of holding the same, and plead,
answer or demur, to said complaint. here to attaching
within thirty days from service hereof to the
said complaint of Wheeler G. White.

Witness this 29th day of April A.D. 1902
"Complaint" Geo. Malone, Clerk

Wheeler G. White } vs } The Bank of Athens
Plaintiff } a firm composed of William
A, Clarence E. and John W. Frost
Defendants

The plaintiff claims of the defendant, the
Bank of Athens, a partnership composed of
William A Frost, Clarence E. Frost and John W. Frost
doing a general banking business in the town
of Athens, Alabama, under the style and firm name
of The Bank of Athens, the sum of seven hundred
and fifty dollars for this, that the defendant was,
at the time of the wrong and injury hereinafter
complaining of, engaged in doing and conducting
a general banking business in said town of
Athens; that the plaintiff was during the year
1901 and through out said year, a trader and dealer
in various commodities, articles and machinery,
and a customer of the said defendant; that on
to-wit, the 13th day of December, 1901, the plaintiff
had on deposit with said defendant, and subject
to his check the sum of thirty-two dollars or
more; that prior to said day and time he had
said sum on deposit and subject to his check
as a customer of said defendant; that on said
day, the 13th day of December, 1901, a check drawn
by this plaintiff on the defendant in favor
of Wm. Osborn and Company, of Auburn New
York, was presented to said defendant for payment,
and that on said day this defendant, even though

having more than sufficient funds of this plaintiff in hand and on deposit. Refused to pay said check and had the same formally protested and endorsed on the back of said check "not enough funds", and returned said check to the payee therein, said Wm. Osborn & Company at Auburn, New York, through Banks at various places in this and other states.

And the plaintiff avers that by reason of the neglect or negligence of the defendant in thus refusing to pay said Osborn check when this plaintiff had more than enough funds on deposit and in the hands of this defendant to pay said check he, the plaintiff has been and was greatly damaged in business reputation and his credit was greatly impairing in the business world and his honor was impugning and his integrity into question. And the plaintiff avers that by reason of the refusal of the defendant to honor said Osborn check when he, the plaintiff, had more than sufficient funds in the hands of the said defendant to meet and pay said Osborn check, he, the plaintiff, has been greatly damaged in business reputation and financial standing with a number of people and on account of such conduct and refusal by the said defendant was required to give and furnish additional security on notes of his outstanding with said Osborn and company, upon whom the conduct of the defendant in so refusing to pay said Osborn check had the effect to destroy his credit and impair his financial standing.

Thos. C. McCallan
Atty. for plff.

Trial by jury is demanded

T.C. McCallan Atty.

Filed this 29th day of April A.D. 1902 G. S. Malone, Clerk.
Executing this 29th day of April 1902 by leaving a copy of within summons & complaint with C. E. Frost or cashier of the Bank of Auburn defendant.

E. F. Puryear Sheriff

State of Alabama

Sumter County

Wm. B. White, Plaintiff

vs

The Bank of Auburn a firm
Company of William A. Frost,
Clarence E. Frost and John W. Frost
Defendant

In the Circuit Court

come the defendants, and by their attorney, move the court to strike from the complaint in this cause the following words: "And his honor was impugned and his integrity brought

into question" because,

- 1.- Such are not the usual and ordinary incidents resulting from the dishonor of a check under the circumstances set forth in said complaint.
- 2.- Such elements of damage are not recoverable in action of the character shown by this complaint.
- 3.- Such are not the natural results of the refusal of a bank to pay a check drawn on it by one its customers under the circumstances as detailed in this complaint.

But the defendants, by their attorney, move the court to strike from said complaint the following: 'and on account of such conduct and refusal by said defendant was required to give and furnish additional security on note of his outstanding with said Osborn and company, upon whom the conduct of the defendant in so refusing to pay said Osborn's check had the effect to destroy his credit and impair his financial standing', because,

- 1.- Such was not the natural result from the refusal of defendant to pay said check under the circumstances as disclosed by said complaint.
2. There is already an averment in said complaint, other than this, which covers the question of loss or impairment of credit.
- 3.- Such special damages are not recoverable in this action, as shown by the circumstances detailed in this complaint.
- 4.- Such are not the usual and ordinary incidents flowing from, or growing out of the dishonor of a customer's check by a bank under the circumstances detailed in the complaint in this case.

W. R. Walker
Attorney for Defendants

Filing this may 26th 1902

Geo. Malone, clerk,

William G. Pylant } Be it remembered that unto the Fall
799 and case } Term 1902 of the Circuit Court of Simstone
Robt. Whitt. et al } County, State of Alabama was returned
a summons & complaint in the words and
figures following, to-wit:
State of Alabama } Circuit Court
Simstone County } No any Sheriff of the State of
Alabama- Granting:
You are hereby commanded to summon

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Robert Whitt, Freeman Whitt and Thomas Whitt
to appear at the next term of the circuit court
to be held for said county, at the place of holding the
same, and also to plead answer or demur to the
complaint of William S. Pylant within thirty
days from date of service hereof.

Witness this 2nd day of July A.D. 1902
Wm. C. McCallum, clerk.

Complaint
William S. Pylant } vs Robert Whitt, Freeman
Plaintiff } Whitt, Thomas Whitt, Defendants.

The Plaintiff claims of the Defendants
the sum of Fifteen Hundred (\$500) Dollars damages
for a trespass by the defendants on the following
tract of land, viz:

The East half of the north west quarter of
section three, township one, range three, West
in Limestone County, Alabama, belonging to and
in the possession of the plaintiff and for
breaking and carrying away a large quantity
of fence and setting fire to the brush, and
grass and leaves, on to-wit: the 11th day of April 1902

And the plaintiff claims punitive and
vindictive damages in the said sum of Fifteen
hundred dollars and to the support thereof, avers
that said trespass was wantonly, wilfully and
maliciously committed by the said defendants

Thos. C. McCallum
Signed this 2nd day of July, 1902 S. O. Malone, clerk } Atty. for plaintiff

Executed this 3rd day of July 1902 by leaving a copy
of the within summons & complaint with each of the within
named defendants, E. F. Purgason Sheriff

State of Alabama } In the circuit court
Limestone County }

William S. Pylant, Plaintiff } Comes the defendants, by
vs } their attorney, and moves the
Robert Whitt, Freeman Whitt } court to strike from the
Thomas Whitt Defendants } complaint in this cause the
following words: "and setting fire to the brush and
grass and leaves," because,

1. - Damages for such an act can not be recovered in
an action of this character,
2. - For negligence of the character described trespass
is not the proper remedy
3. - There is no allegation in the complaint showing
that the act mentioned was wilful, wanton, or
of that grossly careless character for which

an action of trespass will lie.

W. R. Wallace

Attorney for Defendants

Filing July 18th 1902 G. A. Malone, clerk.

Elizabeth Smith } vs - it remembering that into Fall
80000 } case } Term 1902 of the Circuit Court of Limestone
L & N R.R. Co. } County, State of Alabama, was returned
a summons & complaint in word & figures
following: to-wit

State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama
Granting

You are hereby commanded to summon
The Louisville and Nashville Railroad Company, a
Corporation chartered under the laws of Kentucky
to appear at the next term of the Circuit Court
to be held for said County, at the place of holding
the same, then and there to answer the complaint
of Elizabeth Smith; and to appear and plead
or demur to the complaint in this cause within
thirty days after the service hereof.

Witness this 14th day of July A.D. 1902

G. A. Malone, clerk.

Complaint

Elizabeth Smith } vs { The Louisville and Nashville
Plaintiff } Defendant
Railroad Company

The Plaintiff claims of the Defendant The Louisville
and Nashville Railroad, a corporation chartered
under the laws of the State of Kentucky, nine-
teen hundred and ninety-nine dollars (\$1999.00) Damag-
for a trespass on to-wit, 22nd day of February 1902
by the defendant on the following tract of
land to-wit, in the south-west quarter of
Section Eighteen, in Township one, Range
four, west in Limestone County, Alabama,
belonging to the plaintiff and for excavating,
digging up and otherwise destroying said
land and for piling upon said land debris and
other substances to its said land's damage.

And the plaintiff avers that the defendant
through and by its agents, wantonly and wilfully
committed said trespass on said land; having
been, prior to, said trespass, warned in writing
by this plaintiff not to trespass on said
land and the plaintiff alleges that in spite
and defiance of said warning this defendant

entered and trespassed upon said land and damaged it as aforesaid,

Therefore, the plaintiff, the facts and premises averred and alleged considering claims of the defendant the said sum of Ninety hundred and ninety-nine (\$999.00) dollars as punitive and any vindictive damages for the said trespass and injury complained of

Filed this 14th day of July A.D. 1902
Thos. C. McShellan
Att'y for plaintiff
H. Malone clerk

Executed this 14th day of July A.D. 1902 by leaving a copy of within summons and complaint with Geo. E. Merrill the Dept agent of the Defendant at Athens Ala
E. F. Pugh Sheriff

Harry Warten } Re it remembered that at the Fall Term 1902
801 rd Attachment of the Circuit Court of Limestone County
The H. Dawson State of Alabama was returned a summons
complaint, affidavit. Bond, writ of attachment in
words & figures following: to-wit

State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama- Greeting:
You are hereby commanded to summon the H. Dawson to appear at the next term of the Circuit Court to be held for said county, at the place of holding the same, then and there to answer the complaint of Harry Warten
Witness this 13th day of Aug. 1902
H. Malone, clerk

Complaint
Harry Warten } vs } The H. Dawson
Plaintiff } Defendant
The Plaintiff claims of the Defendant the sum of sixty six dollars due by bond, executed by the defendant by the name of the Dawson to M. A. Warten on the 20th day of July 1899 for the sum of \$45.63 with interest thereon as provided in writing in said bond from July 1st 1899 at eight per cent per annum and ~~advertising~~ and assigned and delivered by the said M. A. Warten to the plaintiff, Harry Warten, whose property said bond now is together with ten per cent attorney fee is provided in writing in said bond.

And the plaintiff avers that the defendant waived his exemptions under the laws of Alabama in writing in said bond

Filed this 13th day of August 1902
Thos. C. McShellan, atty. for plff.
H. Malone, clerk

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State of Alabama } Before me Geo. Malone clerk of the Circuit
Limestone County } Court for said county, personally appeared
Henry Warten who being duly sworn on oath saith
that the H. Dawson is justly indebted to him
in the sum of sixty-six Dollars with ten per
cent attorneys fee thereon, after allowing all just
offsets and discounts, and that the said H. Dawson
is a non-resident of the state of Alabama, being
now a resident of Glasgow, Montana, so that ordinary
process of law cannot be served upon him and that
this attachment is not sued out by him for the
purpose of vexing or harrassing the said H. Dawson
Henry Warten
Subscribed and sworn to before me this 13th day of Aug. 1902
Geo. Malone clerk.

State of Alabama }
Limestone County } Know all men by these presents;
That we Henry Warten, Mary McWilliams
F. S. Wood all of the county of Limestone and state
of said, are held and firmly bound unto the H.
Dawson in the sum of One hundred & fifty Dollars
to be paid to the said H. Dawson to his, executors
and administrators, jointly and severally, firmly by
these presents.
Signed with our seals, and dated the 13th day of Aug. 1902
The condition of the above obligation is such,
that whereas, the above bounden Henry Warten
has on the day of the date hereof, prayed an
attachment at the suit of himself for the sum
of sixty-six dollars, with ten per cent attorneys
fee thereon, and hath obtained the same returnable
to the next term of the Circuit Court of Limestone
County to be held for said county on the fifth
monday Sept. 29th 1902. Now if the said Henry
Warten shall prosecute said attachment with effect,
and pay the said Defendant all such damages
as he may sustain by the wrongful or vexatious
suing out of said attachment, then the above obligation
to be void; otherwise to remain in full force and
effect.

Signed, sealed and delivered the
date above written. Approved
this 13th day of Aug. 1902
Geo. Malone Clerk

Henry Warten (LS)
Mary McWilliams (LS)
F. S. Wood (LS)

Filed in the office of the clerk of the Circuit Court
this 13th day of August 1902
Geo. Malone clerk
J. C. McCallum attorney

State of Alabama, Circuit Court

Linestone County, To any Sheriff of the State of Alabama-Greeting:

Whereas, Henry Warten ~~has~~ ^{is} complaining ~~complaint~~ ^{complaint} to me Geo. Malone, Clerk of the Circuit Court of Linestone County, that Ike H. Dawson is justly indebted by waiver bond to him the affiant in the sum of sixty-six dollars, with ten per cent attorneys fee to be added thereto and the plaintiff having made affidavit and given bond as required by law in such cases:

You are hereby commanded to attach so much of the estate of the said Ike H. Dawson as shall be of value sufficient to satisfy the said debts and costs according to the complaint, or such estate unless appearing, so to secure that the same may be liable to further proceedings thereon, to be had at the next term of the Circuit Court for the County of Linestone to be held at the Court-house thereof, when and where you shall make known to the said Court how you have executed this writ.

Witness, this 13th day of Aug, 1902

Geo. Malone, Clerk.

Serving this 13th day of August 1902

Geo. Malone, Clerk,

Executed this 16th day of August 1902 by serving a copy of the herewith attached citation on Charles Dawson or administrator of Thomas Dawson dec'd.

E. F. Pinyan Sheriff

State of Alabama,

Linestone County, To Charles Dawson or administrator of the estate of Thomas Dawson dec'd.

Whereas, a suit has been commenced by writ of attachment in the Circuit Court of Linestone County, Alabama; returnable to the next term of said court, wherein Henry Warten is Plaintiff and Ike H. Dawson is Defendant for the sum of sixty-six dollars and ten per cent attorneys fee which writ of attachment has been placed in my hands for the due execution thereof, there are therefore to command you that you be and appear at the next term of said court, to be held for said County, at the place of holding the same, then and there to answer upon oath, within the first three days of said term, what you are indebted to said defendant at the time of the service of this citation, or at the time of making your answer, and whether or not, you will be indebted in future to him by a contract then existing, and whether you

have not in your possession or under your control, personal or real property, or things in action belonging to said defendant.
 Witness E. F. Puryan Sheriff of said county of Limestone this 13th day of Aug. 1902

E. F. Puryan Sheriff
 Executed by delivering a copy of the within citation to the following and within named person, Charles Dawson as administrator of Thomas Dawson Dec'd. Aug. 16th 1902

E. F. Puryan Sheriff
 Filed in my office, this 16th day of August 1902
 Geo. Malone Clerk

Thos. C. McBlellan } B. it remembering that unto the Fall Term 1902
 802 vs { Dist. Wm. } of the Circuit Court of Limestone Co., State of Ala.
 Mattie & Westmoreland } was returned a summons & Complaint in
 words & figures following. To-wit.

State of Alabama } Circuit Court
 Limestone County } To any Sheriff of the State of Alabama-Greeting:
 You are hereby commanded to summon Mattie & Westmoreland to appear at the next term of the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of Thomas C. McBlellan; and the said Mattie & Westmoreland is required to plead, answer or demur to the said complaint within thirty days from the service of this summons.
 Witness this 29th day of August A.D. 1902
 Geo. Malone Clerk

Thomas C. McBlellan } Complaint
 Plaintiff } Mattie & Westmoreland
 Defendant

The Plaintiff claims of the Defendant the sum of One Hundred (\$100.00) Dollars due by bond made and executed by the defendant to the plaintiff on the 22nd day of September 1898 falling due and payable on the 15th day of December 1898 with interest thereon from the maturity thereof. subject to a credit of (\$50.00) five dollars as Jan'y. 28th 1899.

And the plaintiff avers that in writing in said bond the defendant waived all her right to any exemptions under the laws of Alabama as to this debt

Thomas C. McBlellan
 Executed this 29th day of August A.D. 1902 by leaving a $\frac{1}{2}$ in person copy of the within summons and Complaint with Mattie & Westmoreland
 Defendant

Filed this 29th day August 1902

Geo. Malone Clerk

J.R. McBlaine } Be it remembered that unto the Fall term 1902
803 vs/ complaint of the Circuit Court of Limestone County
Mattie J. Westmonland } State of Alabama was returned a summons
adms } & complaint in the words & figures following to-wit;

State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon Mattie J.
Westmonland as administratrix of the estate of Milton
F. Westmonland, deceased, to appear at the next term
of the Circuit Court to be held for said county, at the
place of holding the same, then and there to answer
the complaint of Thomas C. McBlaine; and the said
Mattie J. Westmonland as administratrix of said is
required to pay, answer or demur to the complaint
within thirty days from the service of this summons.
Witness this 29th day of August 1902
Geo. Malone Clerk

Thomas C. McBlaine }
Plaintiff } → { Mattie J. Westmonland
as administratrix of the
estate of Milton F. Westmonland
Deceased. Defendant

The Plaintiff claims of the Defendant the sum of Two
Hundred and Fifty (\$250.00) Dollars due by an account stating
between the plaintiff and defendant on the 1st day
of March, 1902, for legal services rendered by the
plaintiff to the defendant as such administratrix
which sum with the interest thereon is due and unpaid.
Thos. C. McBlaine
In person

Executing this 29th day of August 1902 by leaving a copy
of within summons & complaint with Mattie J. Westmonland
as adms. of Milton Westmonland deceased, defendant
E. F. Pinyon Sheriff

Filed this 29th day of August 1902
Geo. Malone Clerk

Mrs. Mattie Melton }
804 vs/ case } Be it remembered that unto the Fall Term
James R. McShrain } 1902 of the Circuit Court of Limestone County, State
of Alabama was returned a summons & complaint in the
words & figures following - to-wit;

State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon James R.
McShrain to appear at the next term of 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. Mattie Shelton any to plead,
answer or demur, within thirty days from the
service hereof

Witness this 1st day of September A.D. 1902

Geo. Malone Clerk

Complaint

Mrs. Mattie Shelton } vs { James R. McElwain
Plaintiff } Defendant

The Plaintiff claims of the Defendant Fifteen
Hundred Dollars damages for maliciously & with-
out probable cause thereof, causing the plaintiff
to be arrested under a warrant issued on the
28th day of June 1902 by James E. Horton Judge
of the County Court of Linestone County State of
Alabama, on a charge of unlawfully or wantonly
killing a hog: the property of James R. McElwain,
which charge before the commencement of this
action has been judicially investigated & said
prosecution ended and the plaintiff discharged.

Geo. J. Currentine &

W. S. Sanders atty. for plaintiff

Executed this 2nd day of Sept. A.D. 1902, by leaving
a copy of the within summons and Complaint with
James R. McElwain Defendant, E. F. Penson Sheriff
Filed this 1st day of September A.D. 1902, Geo. Malone Clerk.

James H. Gray } vs it remembered that into the Fall Term
805 vs D. H. Wain } 1902 of the Circuit Court of Linestone County, State
J. E. Fletcher } of Alabama, was returned a summons & Complaint
in the words & figures following - to-wit;

State of Alabama } Circuit Court

Linestone County } To any Sheriff of the State of Alabama: Greeting;

You are hereby commanded to summon J. E.
Fletcher to appear at the Circuit Court to be
held for said County, in or within Alabama, at the
place for holding the same within thirty days
after the service of this summons and Complaint
upon him, and then and there to plead or demur to
the Complaint of J. H. Grayson, a partnership com-
posed of James H. Gray and James Gray
Witness my hand as clerk of said Court, this 16th day of September 1902

Geo. Malone

Clerk of the Circuit Court

Complaint

J. H. Grayson } vs { J. E. Fletcher
Plaintiff } Defendant.

The plaintiff claims of the defendant the

sum of sixty six & 77/100 Dollars, due by bond or bill single, made by him on the 28th day of January 1893 and payable one day after date, with the interest thereon.

Plaintiff avers that in said bond, defendant waived his rights of exemption under the laws of the State of Alabama.

Callahan Harris

Attorney for Plaintiff

Executed this 18th day of Sept. 1902 by leaving a copy of the within summons & complaint with James E. Fletcher, Defendant.

E. F. Puryear Sheriff

Filed this Sept. 16th 1902 Geo. Malone, clerk

Anne Deamer } Be it remembered that unto the Fall Term
806 vs. appeal } 1902 of the Circuit Court of Limestone County
Wm C. Blount } State of Alabama was returned an appeal Bond
and transcript from justice docket in the words
& figures following-to-wit:

State of Alabama }
Limestone County }

Know all men by these presents, That we, Anne Deamer, Peter Smith and W. W. Lindsay are held and firmly bound unto Wm C. Blount of Limestone County, in the sum of Eighty Dollars, and costs to be paid to the said Wm C. Blount his, executors, administrators or assigns: for which payment, well and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, jointly severally, and firmly, by these presents, sealed with our seals and dated this 29th day of August 1902

The Condition of the above obligation is such, that whereas the above bound Anne Deamer on the day of the date hereof, hath obtained at the suit of Anne Deamer a summons and complaint for the recovery of personal chattels in specie against Wm C. Blount and asks an endorsement by the Justice of the Peace, that the Constable is required to take the property mentioned in said complaint into his possession as required by law in such cases, which summons and complaint are returnable before 9th day of Sept. 1902 and which endorsement is made upon the plaintiff entering into this bond.

Now, if the said Plaintiff shall fail in this suit and shall pay the Defendant all such costs

and damages as he may sustain by reason of the wrongfull complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

Opposed
Porter Bibb N.P. Ex off J.P. }

Anne ^{the} ~~name~~ Danner (L.S.)
Peter ^{the} ~~name~~ Smith (L.S.)
W.W. Lindsay (L.S.)

State of Alabama } Before me Porter Bibb a N.P. Ex off J.P.
Linestone County } in and for said county, personally appearing
Anne Danner who being duly sworn, deposes and
says that the property sued for in the complaint of
Wm M Hundley, atty. to-wit: One bay horse mule
named Bill belongs to the said Plaintiff.

Sworn to and subscribing before me this 29th day of Aug. 1902
Porter Bibb N.P. Ex off J.P.

State of Alabama } In Justice Court at Belle Mina Alabama
Linestone County } To any lawful officer of Linestone County-
Genting;

you are hereby commanded to Wm C. Slaughter to
be and personally appear before me Porter Bibb
Justice of the Peace at my office at Belle Mina
in Dist No. 11 on the 9th day of Sept. 1902 to answer the
complaint of Anne Danner

Witness my hand this 29th day of August 1902
Porter Bibb N.P. Ex off Justice of the Peace

Anne Danner } Plaintiff
Wm C Slaughter } Defendant

The Plaintiff claims of the Defendant and
sees to recover the following described personal
property to-wit: one bay horse mule name Bill
together with the value of the use or hire thereof
during the detention to-wit: From the 1st day of August 1902
Wm M Hundley atty.

State of Alabama } Before me, Porter Bibb, a Justice of
Linestone County } the Peace in and for said state and
County. personally appearing Anne Danner who
being duly sworn says that the property described
in the foregoing complaint and sued for is the property
of the Plaintiff
Sworn to and subscribing this this the 29th day of Aug 1902
----- J.P.

To the Sheriff of Linestone County.
The Plaintiff having made affidavit and given bond as
required by law, the officer executing this writ will take
the property sued for into his possession, and the
same keep according to sections 2942-3 of the "Code

of Alabama

This the 29th day of Aug. 1902

Porter Bibb N.P. Ex Off. J.P.

Executed by serving summons and complaint & subpoenas Aug 29 and by taking charge of the mule described in the complaint on August the 30th 1902

W.T. Roberts Const.

Justice Court of Porter Bibb N.P. Ex Off. J.P.

Anne Deane Plff

vs
Wm C. Blount Sept } Action of Detinue to recover one Bay mule - "Jesse"

Aug. 29th

Bond & affidavit made. Summons and complaint & writ of seizure issued to constable W.T. Roberts with subs for Peter Smith, John East, Tom Mills W.T. Roberts & E.P. Barrett witnesses for Plff. - and John East, Tom Mills and B.D. Lindsey and John B. Tanner for Deft. returnable Sept. 9th 1902.

Sept. 9th Papers returned executed. property taken in hand by const Roberts, Sept. 30th come the parties ready for trial. Plff represented by Atty Wm M. Handley. Witnesses were sworn and examined, and it is the judgment of the court that Plff Anne Deane recover the mule Bill & Sept. Blount be taxed with the costs.

Sept 11th come Sept. Blount by his atty Ryan Walker & appeals to the circuit court - makes bond in the sum of Eighty & 00/100 dollars with W.R. Walker and W.C. Embank as sureties for payment of such judgment & costs as the circuit may render against him, and the mule is turned over to the said Plff Blount by Constable Roberts. value of this mule assessed at thirty \$30.00 Dollars

Bond & affidavit \$1.50 Sum. 50^c writ of seizure 50^c & subs \$1.20 Trial \$1.30 appeal Bond 50^c to of appeal to Plff. 50^c Transcript 1.00 = 705
Ex Sum \$1.00 seizing property 75^c Ex & subs \$2.00 Keeping Mule ten days 2.50 = 625
Attendance witnesses Tom Mills & John East

I certify above is true transcript of my Docket page 150

Porter Bibb N.P. Ex Off. J.P.

\$14.30

Justice

Court, court

State of Alabama }
Linestone County }

Anne Deane

vs
W.C. Blount

To Anne Deane Plaintiff in said cause:
You are hereby notified that W.C. Blount the defendant in the above entitled cause, has prayed an Appeal from my judgment therein, and having complied with the requirements of the law in such cases, the same has been granted, to the next term of the Circuit Court of Linestone Co to be held for Linestone County. Given under my hand, this the 12th day of Sept 1902

Entered.
Executed Sept 20
1902 by serving a
copy in the hands
of Wm M. Handley
Atty for Plff
W. T. Roberts
Constable

Porter Bibb N.P. Ex Off. J.P.

The State of Alabama } Know all men by these presents, that we William C. Slaughter
 Crimston County } John H. R. Walker, and W. C. Embanks are held and firmly
 bound unto Ann. Dever in the sum of Eighty and \$100 dollars, for the
 payment of which well and truly to be made we bind ourselves and
 each of us, our and each of our heirs, and representatives. Sealed with our
 seals this 17th day of September 1902.

The condition of the above obligation is such, that, whereas, on
 the 9th day of September, 1902, Porter Bibb, a Notary Public and ex officio
 Justice of the Peace in and for said county and state rendered a judgment
 in favor of the said Ann. Dever against the said William C. Slaughter
 that he deliver to her one bay mule within a certain time, or pay
 to her its alternative value, thirty dollars, and also for fifteen and
 80/100 dollars costs, from which judgment the said William C. Slaughter
 has appealed for and obtained an appeal to the next term of the
 Circuit Court of Crimston County, Alabama; Now, therefore if the said
 William C. Slaughter shall prosecute said appeal to effect, or, if he fail
 in said appeal, shall do and perform such acts as required by such
 judgment as may be rendered against, or shall pay such judgment,
 both as to value of mule and the costs, as the said Circuit Court may
 render against him. Then in either of said events, this obligation
 to be void, otherwise to remain in full force and effect.

Witness our hands and seals this 12th

day of September, 1902.

Porter Bibb

Notary Public and ex officio J.P.

W. C. Slaughter

Seal

W. R. Walker

Seal

W. C. Embanks

Seal

A. B. McPherson

807 05

W. T. Adams machine
 Company

following to wit:

Affidavit

The State of Alabama } Before me James E. Horton, Judge of Probate Court
 Crimston County } Personally appeared A. B. McPherson who being
 duly sworn, on his oath saith that W. T. Adams machine company
 is justly indebted to him in the sum of One Hundred Dollars,
 after allowing all just offsets and discounts and that the said W. T.
 Adams machine Company is a non resident of the State of Alabama
 being of Corinth, Miss. so that ordinary process of law cannot
 be served upon said company and that this attachment is not
 sued out by him for the purpose of vexing or harassing the said
 W. T. Adams machine Company

A. B. McPherson

Subscribed and sworn to before me this 17th day of Sept 1902

James E. Horton

Judge of Probate Court

Bond

The State of Alabama } know all men by these presents, that we
Linestone County, } A. B. McPherson, A. J. Keys & J. W. Cook all of
the County of Linestone and State aforesaid, are held and firmly
bound unto W. T. Adams machine company in the sum of Two
Hundred Dollars to be paid to the said W. T. Adams machine company
or its assigns, for the payment of which well and truly, to be made
we bind ourselves and each of us, our and each of our heirs, executors
and administrators, jointly and severally, firmly by these presents;
Sealed with our seals, and dated the _____ day of _____ 188

The condition of the above obligation is such that whereas the above bondman, A.B. McPherson has on the day of the date hereof procured an attachment at the suit of the Nelsons Plaining Mill and Lumber Company for the sum of One Hundred Dollars and hath obtained the same, returnable to the next term of the Circuit Court of Lincolne County, to be held for said County on the 29th Monday, Sept 29th in Sept 29th 1802, now if the said A.B. McPherson shall prosecute said Attachment with effect and pay the said Defendant all such damages as said Company may sustain by wrongful or vexatious suing out of said Attachment, then the above obligation to be void; otherwise to remain in full force and effect.

Signed Sealed and delivered

The day above written

Approach this day

7

A. D. McPherson Seal

A Sheep *Scab*

G. N. Cook

Clark

Unit of Attachment

The State of Alabama } Circuit Court

Rimestone Cemetery } to any Sheriff of the State of Alabama: Enacted

Whereas A. B. McPherson Limited complained on oath to me James E. Horton Judge of Probate-Lincoln County, that H. F. Adams Machine Company is jointly indebted in damages for breach of contract to him trading and doing business under the style of Athens Planing Mill then and is the sum of one hundred dollars and Plaintiff Lanning made affidavit as required by law in such cases

You are hereby commanded to attach so much of the estate of the said H. D. Adams Machine Company as shall be sufficient value to satisfy the said debt and costs according to the complaint, as such estate unless explained so as to secure that the same may be liable to further proceedings thereon to be had at the next term of the Circuit Court for the County of Lincolnton to be held at the Court House thereof, when and where you shall make known to the said Court how you have executed this writ, Witness this 17th day of September 1904.

James E. Horton
Judge of Probate

Endorsed: Received this 17th day of September 5 O'clock P.M. 1902. E. F. Puryear Sheriff
 Executed this 17th day of Sept 1902. 5 O'clock P.M. by sending a copy of the within
 Attached citation on R. O. Cribbs Trustee for the Adams Machine Co
 "Citation"

E. F. Puryear Sheriff
 The State of Alabama } To R. O. Cribbs as Trustee for the W. J. Adams
 Limestone County } Machine Company

Whereas, a writ has been commenced by writ of Attachment in the
 Circuit Court of Limestone County, Alabama, returnable to the next term
 of said Court, wherein A. B. McPherson (Successor to A. B. McPherson
 and W. W. Petty) doing business under the firm name of Athens Planing
 Mill & Lumber Co Plaintiff and W. J. Adams Machine Company is
 Defendant for the sum of One Hundred dollars, which writ of
 Attachment has been placed for my hands for the due execution thereof,
 there are therefore to command you that you be and appear at the
 next term of said Court to be held for said County, at the place
 of holding the same, then and there to answer upon oath, within
 the first three days of said term, what you are indebted to said
 defendant at the time of the service of this citation, or at the time of
 making your answer, and whether or not, you will be indebted in
 future to said company by contract then existing, and whether you
 have not in your possession or under your control, personal or
 real property, or things in action belonging to said defendant

Witness, E. F. Puryear Sheriff of said County of Limestone this 17th
 day of Sept 1902

E. F. Puryear Sheriff

Endorsed: Executed by delivering a copy of the within citation to the
 following and within named person, R. O. Cribbs as Trustee for the
 Adams Machine Co. Sept 17th 1902

E. F. Puryear Sheriff

Filed in my Office, this 17th day of Sept 1902 at 5 O'clock P.M.

George Malone Clerk

Affidavit

State of Alabama }
 Limestone County } Before me Jas. E. Horton Judge of Probate Court in and
 for said County and State personally appeared A. B. McPherson who,
 being duly sworn ~~affirms~~ and says on oath, that he is trading and doing
 business in Athens Ala. under the style and firm name of the Athens
 Planing Mill & Lumber Co; that he succeeded A. B. McPherson and W. J.
 Petty in said business; that the W. J. Adams Machine Company on Oct 15th
 1901. entered into a contract with the said Athens Planing Mill & Lumber Co.
 to sell said last named company one no 5 Second Hand Saw Mill, complete,
 with two new saws, two cut hooks, and improved fractional, double
 action works with receding springs, for and in consideration of the
 sum of three hundred and forty dollars, one third to be paid cash on
 delivery and the balance on six and twelve months time; that
 the said Athens Planing Mill and Lumber Company has complied
 with the terms of the said contract; but the said two cut hooks
 and the receding springs have never been delivered, and the sub.

works delivered with the mill were not in accordance with the specifications as represented by the said Th. F. Adams Machine Co. in that it is inaccurate and inferior and fail to come up to said specifications: And the Athens Planing Mill and Lumber Company has suffered great loss, vexation, and worry in consequence of the failure and refusal of the said Th. F. Adams Machine Company to comply with the terms of the said contract

A.B. McPherson

Subscribed and sworn to before me this 17th day of Sept 1902

James E. Horton Judge of Probate

Filed Sept 17. 1902

Geo Malone Clerk of Court

Henry Sanders } B. it remembering that into the Fall term
810 vol } case 1902 of the Circuit Court of Limestone County State
C.N. Robinson et al of Alabama. was returned a summons & Complaint in the words & figures following to-wit:

State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama - Greeting:-
You are hereby commanded to summon Calvin N. Robinson and C.N. Robinson &c, a partnership composed of Calvin N. Robinson and T.M. Burkett, to appear at the circuit court to be held for said County in Athens Alabama, at the place of holding the same within thirty days after the service of this summons and Complaint upon them and then and there to plead or demur to the complaint of Henry Sanders.
Witness my hand as clerk of said Court, this 19th day of September 1902
Geo Malone, Clerk of the Circuit Court

Complaint
Henry Sanders } vs { Calvin N Robinson and C.N. Robinson &c. a partnership composed of Calvin N. Robinson and T.M. Burkett

The Plaintiff claims of the defendants the sum of Four Thousand Dollars as damages, for this that the defendants on or about to-wit. the 1st day of September 1896, imprisoned plaintiff and then detained him in custody, without legal cause, for a long space of time to-wit: twenty four months then next following, contrary to law and against plaintiffs will. Plaintiff avers that during his detention as above stated, he was under no legal duty to work for the defendants but by their order, direction or procurement he was compelled to work on a farm, and to do various work around and about Robinson's island, where he was confined, for all of which he received no compensation other than the clothes and food furnished him by the defendants. Plaintiff avers that in the

performance of said work he was exposed to cold and inclement weather; that many times while on said island he was whipped and ill-treated by the defendants or their agents; and by reason of said wrongs, plaintiff says that he suffering both physically and mentally, and was damaged in the sum heretofore claimed.

The plaintiff claims of the defendants the like sum of Four Thousand Dollars for maliciously and without probable cause therefor, arresting and imprisoning the plaintiff, without any process of law or legal cause, for a great number of days to-wit, commencing on or about to-wit the 1st day of September 1896, and continuing until to-wit, the 1st day of August 1898

Filed Sept. 19th 1902

G. W. Malone Clerk

Callahan & Harris

Attorneys for Plaintiff

Executing by delivering a copy of the within summons & complaint to Calvin N. Robinson, and by delivering a copy of the within summons & complaint to Calvin N. Robinson, a member of the partnership of C. N. Robinson & Co. on this — day of — 1902

Shuff

William W. Nelson } Re it remembered that unto the Fall
808 w/ case } Term 1902 of the Circuit Court of Simstone
Southern Railway Co. } County, State of Alabama, was returned
a summons & complaint in the words of figures
following to-wit:

State of Alabama } Circuit Court
Simstone County } To any Sheriff of the State of Alabama, Greeting:

You are hereby commanded to summon the Southern Railway Company, a corporation, to appear at the circuit court to be held for said county in Athens, Alabama, at the place of holding the same within thirty days after the service of this summons and complaint upon it and there and there to plead or demur to the complaint of William W. Nelson.

Witness my hand as clerk of said court this 19th day of September, 1902

"Complaint"

G. W. Malone Clerk

William W. Nelson } vs } The Southern Railway Company, a
Plaintiff } Corporation

The plaintiff claims of the defendant the sum of Fifteen Hundred Dollars as damages, for that heretofore on to-wit: the 9th day of September 1902, the defendant owned and operated a line of railway in the counties of Morgan, Simstone and Madison

in the State of Alabama between the cities of Decatur and Huntsville, Alabama, upon which the defendant ran engines and trains of cars for the transportation of passengers for hire; that on said date the plaintiff boarded at said Decatur, an east bound passenger train of defendant, and paid his fare for transportation from said Decatur to said Huntsville, to defendant's conductor who was in charge of defendant's said passenger train; that while plaintiff was in transit, on said passenger train, to said Huntsville, said conductor sent a telegram to a police officer of the city of Huntsville to have an extra police force to meet the said train at defendant's depot at the said city of Huntsville, and on the arrival of the said train at the defendant's said depot at Huntsville the plaintiff alighted, and immediately defendant's said conductor pointed to plaintiff and remarked to the police officers "here they are", whereupon plaintiff was arrested by said police officers; that at the time plaintiff was so arrested said conductor stated to said officers, in the presence of plaintiff, that plaintiff was or had been riding on said train without having paid his fare; that this arrest and this statement of the conductor was made on the defendant's depot grounds and in the presence and hearing of a large number of people whose attention was attracted to plaintiff, and who gathered around plaintiff, while he was being detained under said arrest; that by reason of the said wrongful acts of the defendant's said conductor plaintiff was greatly humiliated, his feelings and pride were sorely wounded and he suffered great mental pain, to his damage as aforesaid.

2 - Plaintiff claims of the defendant the like sum of Fifty thousand Dollars, as damages, for that heretofore on to-wit: the 9th day of September 1902 the defendant owned or operated a line of railway between Decatur and Huntsville Alabama and ran engines and trains of cars thereon for the transportation of passengers between said points; that on said date plaintiff was a passenger on an east bound passenger train of defendant's said line of railway, Huntsville Alabama, being his point of destination; that while so travelling defendant's conductor, who was in charge of said train in a wanton disregard of the duties due plaintiff as a passenger on said train, wantonly or willfully caused, instigated or procured an illegal arrest of

plaintiff by the police officers of Huntsville Alabama, when said train reached defendants' depot at Huntsville; that said arrest was made in the presence of a large number of people whose attention was attracted to plaintiff, and who gathered around plaintiff while he was being detained under said arrest, that by reason of the said wrongful acts of defendants' said conductor the plaintiff was greatly humiliated, his feelings and pride were sorely wounded and he suffered great mental pain to his damage as aforesaid.

3 - Plaintiff claims of the defendant the like sum of Fifty Hundred Dollars, as damages, for that hereinafter on to-wit: - the 9th day of September 1902 the defendant owned or operated a line of railway between Decatur and Huntsville Alabama, and ran engines and trains of cars thereon for the transportation of passengers between said points; that on said date plaintiff was a passenger on an east bound passenger train of defendants' said line of railway, Huntsville Alabama being his point of destination; that while so travelling defendants' agents and servants in a wanton disregard of the duties due plaintiff as a passenger on said train wantonly or willfully caused, instigated or procured an illegal arrest of plaintiff by the police officers of Huntsville Alabama when said train reached said defendants' depot at Huntsville; that said arrest was made in the presence of a large number of people whose attention was attracted to plaintiff, and who gathered around plaintiff while he was being detained under said arrest; that by reason of said wrongful acts of defendants' agents and servants plaintiff was greatly humiliated, his feelings and pride were sorely wounded and he suffered great mental pain to his damage as aforesaid.

4 - Plaintiff claims of the defendant the like sum of Fifty Hundred Dollars as damages for that on or about to-wit: - the 9th day of Sept. 1902 the defendant, through its agent, caused plaintiff to be arrested and imprisoned and then detained him in custody contrary to law and against plaintiff's will, Plaintiff avers that at the time of said arrest the said agent of the defendant used insulting language, derogatory to plaintiff's character as an honest man, and then and there, in effect, charged plaintiff with riding

on the train of the defendant without paying his fare therefor; which language was used in the presence and hearing of diners and sundry persons and by reason of said words plaintiff was greatly humiliated and plaintiffs feelings and pride were sorely wounded; whereupon plaintiff says that he was damaged in the sum above stated.

5 Plaintiff claims of the defendant the like sum of Fifty ^{Five} Hundred Dollars for that on, to-wit: the 9th day of September 1902, the defendant, through its agents, maliciously caused plaintiff to be arrested and imprisoned contrary to law and against plaintiffs will

Filed Sept. 19th 1902

Geo. Malone Clerk

Callahan & Harris

Plaintiffs Attorneys

Executed this 23rd day of September 1902 by delivering a copy of the within summons & complaint to W.C. Withers agent of the defendant, the Southern Railway Company at Ball Mine Ala.

E.F. Poyner Sheriff

Thomas H. Harris vs. Southern Railway Co. It remembering that unto the Fall Term 1902 of the Circuit Court of Limestone County, Alabama was returned a summons & complaint in words & figures following-to-wit.

State of Alabama
Limestone County

Circuit Court

To any Sheriff of the state of Alabama-Greeting: You are hereby commanded to summon the Southern Railway Company, a corporation, to appear at the Circuit Court to be held for said county in Athens, Alabama at the place of holding the same within thirty days after the service of this summons and complaint upon it and then and there to plead or demur to the complaint of Thomas H. Harris.

Witness my hand as clerk of said court this the 19th day of September 1902

Geo. Malone Clerk

Complaint

Thomas H. Harris vs. Southern Railway Company The plaintiff claims of the defendant the sum of Fifty ^{Five} Hundred Dollars as damages, for that heretofore on to-wit: the 9th day of September 1902, the defendant owned and operated a line of railway in the counties of Morgan, Limestone and Madison, in the state of Alabama between the cities of Decatur and Huntsville Alabama, upon which the defendant ran engines and trains of cars for the transportation of passengers for hire; that on said date the plaintiff boarded at

said Decatur, an east bound passenger train of defendant, and paid his fare for transportation from said Decatur to said Huntsville, to defendants' conductor who was in charge of defendants' said passenger train; that while plaintiff was in transit, on said passenger train, to said Huntsville, said conductor sent a telegram to a police officer of the city of Huntsville to have an extra police force to meet the said train at defendants' depot at the said city of Huntsville, and on the arrival of the said train at the defendants' said depot at Huntsville the plaintiff alighted, and immediately defendants' said conductor pointed to plaintiff and remarked to the police officers "here they are" whereupon plaintiff was arrested by said police officers; that at the time plaintiff was so arrested said conductor stated to said officers, in the presence of plaintiff, that plaintiff was or had been riding on said train without having paid his fare; that this arrest and this statement of the conductor was made on the defendants' depot grounds and in the presence and hearing of a large number of people whose attention was attracted to plaintiff and who gathered around plaintiff, while he was being detained under said arrest; that by reason of the said wrongful acts of the defendants' said conductor plaintiff was greatly humiliated, his feelings and pride were sorely wounded, and he suffered great mental pain to his damage as aforesaid.

2 - Plaintiff claims of the defendant the like sum of Fifteen Hundred Dollars, as damages, for that hereinafter on to-wit: - the 9th day of September 1902 the defendant owned or operated a line of railway between Decatur and Huntsville Alabama and ran engines and trains of cars thereon for the transportation of passengers between said points; that on said date plaintiff was a passenger on an east bound passenger train of defendants' said line of railway, Huntsville Alabama being his point of destination; that while so travelling defendants' conductor, who was in charge of said train, in a wanton disregard of the duties due plaintiff as a passenger on said train, wantonly or willfully caused, instigated or procured an illegal arrest of plaintiff by the police officers of Huntsville Alabama, when said train reached defendants' depot at Huntsville, that said arrest was made in the presence of a large number of people whose attention

was attracted to plaintiff, and who gathered around plaintiff while he was being detained under said arrest; that by reason of the said wrongful acts of defendants said conductor the plaintiff was greatly humiliated, his feelings and pride were sorely wounded and he suffered great mental pain to his damage as aforesaid.

3- Plaintiff claims of the defendant the like sum of Fifteen Hundred Dollars as damages for that heretofore on to-wit: - the 9th day of September 1902 the defendant owned or operated a line of railway between Decatur and Huntsville Alabama, and ran engines and trains of cars thereon for the transportation of passengers between said points; that on said date plaintiff was a passenger on an east bound passenger train of defendants' said line of Railway, Huntsville Alabama being his point of destination; that while so travelling defendants agents and servants in a wanton disregard of the duties due plaintiff as a passenger on said train wantonly or willfully caused, instigated or procured an illegal arrest of plaintiff by the police officers of Huntsville Alabama when said train reached said defendants' depot at Huntsville; that said arrest was made in the presence of a large number of people whose attention was attracted to plaintiff, and who gathered around plaintiff while he was being detained under said arrest; that by reason of said wrongful acts of defendants' agents and servants plaintiff was greatly humiliated, his feelings and pride were sorely wounded and he suffering great mental pain to his damage as aforesaid.

4. Plaintiff claims of the defendant the like sum of Fifteen Hundred Dollars as damages for that on or about to-wit: - the 9th day of Sept. 1902 the defendant through its agent caused plaintiff to be arrested and imprisoned and then detained him in custody contrary to law and against plaintiff's will. Plaintiff avers that at the time of said arrest the said agent of the defendant used insulting language, derogatory to plaintiff's character as an honest man, and then and there, in effect, charged plaintiff with riding on the train of the defendant without paying his fare therefor; which language was used in the presence and hearing of divers and sundry persons; and by reason of said wrong plaintiff was greatly humiliated and plaintiff's feelings and pride were sorely wounded. wherefore plaintiff says that he was damaged in the sum above stated.

5 - Plaintiff claims of the defendant the like sum of Fifty Hundred Dollars (or that on, to-wit: - the 9th day of September 1902, the defendant, through its agents, maliciously caused plaintiff to be arrested and imprisoned contrary to law and against plaintiff's will

Filed Sept. 19th 1902

Geo. Malone, Clerk

Callahan & Harris

Attorneys for Plaintiffs

Executing this 23rd day of Sept. 1902 by delivering a copy of the within Summons & Complaint to W. E. Hartney agent of the defendant the Southern Railway Company at Bella Mina Ala

E. F. Puryear, Sheriff.

William W. Nelson } Be it remembered that unto the Fall Term 1902 of
811 03 Case } the Circuit Court of Rimestone County Alabama
The Southern Railway Co } was returned a Summons and Complaint which
is in the words and figures following to-wit:

Summons

The State of Alabama } Circuit Court
Rimestone County }

To any Sheriff of the State of Alabama, Greeting:
You are hereby commanded to summon the Southern Railway Company, a corporation, to appear at the Circuit Court to be held for said County in Athens, Alabama, at the place of holding the same within thirty days after service of this Summons and Complaint upon it and then and there to plead answer or demurrer to the Complaint of William W. Nelson. Witness my hand as Clerk of said Court this the 30th day of September 1902.

Geo. Malone, Clerk of the Circuit Court

Complaint

William W. Nelson

811 03

The Southern Railway Company, a Corporation

The Plaintiff claims of the Defendant the sum of Fifty Hundred Dollars as damages, for that heretofore on, to-wit: - the 9th day of September 1902, the Defendant owned and operated a line of railway in the counties of Morgan, Rimestone and Madison in the State of Alabama, between the cities of Decatur and Huntsville, Alabama, upon which the Defendant ran engines and trains of cars for the transportation of passengers for hire; that on said date the plaintiff boarded at said Decatur, an east bound passenger train of Defendant and paid his fare for transportation from said Decatur to said Huntsville, to Defendant's conductor who was in charge of Defendant's said passenger train; that while Plaintiff was in transit on said ^{passenger} train to said Huntsville, said Conductor sent a telegram to a police officer of the City of Huntsville to have an extra police force to meet said train at Defendant's depot at the said City of Huntsville, and on the arrival of the said train at the Defendant's said depot at Huntsville the plaintiff alighted, and immediately Defendant's said Conductor pointed to plaintiff and

examined to the police officers. "here they are", whereupon plaintiff was arrested by said police officers: that at the time plaintiff was arrested said conductor stated to said officers, in the presence of plaintiff and he had been riding on said train without having paid his fare; that this arrest and this statement of the conductor was made in the defendants' depot grounds, and in the presence and hearing of a large number of people whose attention was attracted to plaintiff, and who gathered around plaintiff, while being detained under said arrest. that by reason of said wrongful acts of the defendants, said conductor, the plaintiff was greatly humiliated, his feelings and pride were sorely wounded, and he suffered great mental pain, to his damage as aforesaid.

2nd: The plaintiff claims of the defendant the like sum of fifteen hundred dollars as damages, for that heretofore to wit: the 9th day of September 1902. The defendant owned and operated a line of Railway between Decatur and Huntsville Alabama, and ran engines and trains of cars thereon for the transportation of passengers between said points on said date plaintiff was a passenger on one such bound passenger train of defendants' said line of Railway, Huntsville Alabama being his point of destination that while so travelling, defendants' conductor, who was in charge of said train, in a wilful disregard of the duties due plaintiff as a passenger on said train, wantonly or willfully caused, instigated or procured an illegal arrest of plaintiff by the police officers of Huntsville Alabama, when said train reached defendants' depot at Huntsville. That said arrest was made in the presence of a large number of people whose attention was attracted to plaintiff, and who gathered around plaintiff while he was being detained under said arrest: that by reason of the said wrongful acts of defendant said conductor the plaintiff was greatly humiliated, his feelings and pride were sorely wounded and he suffered greatly from mental pain to his damage as aforesaid.

3rd: Plaintiff claims of the defendant the like sum of fifteen hundred dollars as damages, for that heretofore to wit: the 2nd day of September 1902. The defendant owned or operated a line of railway between Decatur and Huntsville, Alabama, and ran engines and trains of cars thereon for the transportation of passengers between said points: that on said date plaintiff was a passenger on one such bound passenger train of defendants' said line of Railway, Huntsville Alabama being his point of destination that while so travelling, defendants' agents and servants in a wilful disregard of the duties due plaintiff as a passenger on said train, wantonly or willfully caused, instigated or procured an illegal arrest of Plaintiff by the police officers of Huntsville Alabama when said train reached said defendants' depot at Huntsville Alabama: that by reason of the said wrongful acts of the defendants' agents and servants plaintiff was greatly humiliated, his feelings and pride were sorely wounded and he suffered greatly from mental pain to his damage as aforesaid.

4th Plaintiff claims of the defendant the like sum of fifteen hundred dollars as damages for that on or about to wit: the 9th day of September 1902 the defendant, through its agents, caused plaintiff to be arrested and imprisoned and thus detained him in custody contrary to law and against plaintiff's will. Plaintiff avers that at the time of said arrest the said agent of the defendant used insulting language derogatory to plaintiff's character as an honest man, and thus and there, in effect, charged plaintiff with picking up the train of defendant without paying his fare therefor: which language was used in the presence of others and sundry persons; and by reason of said wrongs plaintiff was greatly humiliated, his feelings and pride were sorely wounded and he suffered great mental pain wherefore plaintiff says that he now damages in the above ^{stated} sum 5th Plaintiff claims of the defendant the like sum of fifteen hundred dollars for that on, to wit: the 9th day of September 1902 the defendant through its agents, maliciously caused plaintiff to be arrested and imprisoned contrary to law and against plaintiff's will

Callahan & Harris
Attorneys for Plaintiff

Trial by Jury is demanded

Callahan & Harris. Attorneys for Plaintiff

Abner B. McPherson
812 063
John W. Petty, Charles Petty and
J. W. Petty & Son

Be it remembered that unto the ¹⁹⁰² ~~year~~ ^{of} the Circuit Court of Rimstone County Alabama was returned a summons and complaint which is in the words and figures following to wit:

Summons

The State of Alabama } Circuit Court
Rimstone County } To. Any Sheriff of the State of Alabama-Executing:
You are hereby commanded John W. Petty, Charles Petty and J. W. Petty & Son. to appear at the next term of the Circuit Court to be held for said County at the place of holding the same, there and there to answer the complaint of Abner B. McPherson, and to plead answer or demurrer to said complaint within 30 days from service hereof

Witness this 30th day of Sept. AD. 1902

Geo. Moland Clerk

Complaint

Abner B. McPherson
812 00
John W. Petty, Charles Petty and
J. W. Petty & Son

The Plaintiff claims of the defendant the sum of one thousand dollars as damages for this, that; Whereas, on, to wit: the first day of October, 1901 John W. Petty, for and in behalf of himself, Charles Petty, and the firm of J. W. Petty & Son entered into a ~~contract~~ ^{contract} contract or agreement with the plaintiff to form a co-partnership under the firm name and style of McPherson and Petty to engage in the planing mill, saw mill, lumber, building supply and building contractors business in the town of Athens, Rimstone County, Alabama, on, to wit: the first day of January, 1902: that under and by virtue of the terms of said contract or agreement the plaintiff was to put into said

firm. as his part of the assets thereof certain machinery owned by him, and used by him in his business at Pulaski, Tennessee, at its value of two thousand and fifty dollars; and what material and supplies he should have on hand on, to-wit: the first day of January, 1902, that in addition the plff. was to contribute his time and labor to the said business to be engaged in at Athens and was also to contribute to said business his engine and boiler located at Pulaski, Tenn. which was not embraced in the above mentioned machinery valued at two thousand ^{fifty} dollars; that the defendants were to contribute to said business as their portion of the assets of said firm such to the amount of, to-wit: twenty five hundred dollars; were to contribute their time and labor to said business, the said Charles. Petty, to receive thirty five dollars per month as compensation for extra labor furnished by the defendants that in addition the defendants were to contribute to said business an engine and boiler, located in Rutherford County Alabama

The plaintiff further avers that on or about to-wit: the first day of December, 1901, by agreement between the plaintiff, and the defendants, said contract was modified to this extent, to-wit: that the plaintiff and defendants were each to sell their respective engines and boilers, and the firm was to purchase the W. G. Davis engine and boiler located at Athens, Alabama, for the use of the business to be engaged in by said firm at said place; and the plaintiff further avers that by the terms of said agreement as made between the plaintiff and the defendants on, to-wit: the 1st day of December, 1901 the respective engines and boilers of the plaintiff and the defendants were not to constitute, and did not constitute a part of the firm's assets and that said contract remained between the plaintiff and the defendants as originally agreed upon between them on, to-wit: the 1st day of October 1901, with this exception in reference to said engines and boilers. The plaintiff further avers that in order for him to meet his part of the agreement and be ready to begin business with the defendants, on, to-wit: the first day of January, 1902, said plaintiff shortly after the agreement was entered into on, to-wit: the first day of October 1901, began to permit his stock on hand to run low, to refuse further contracts and business in the said town of Pulaski, and caused active efforts to be made to deplete his stock on hand, and ~~caused~~ himself to close out his business in Pulaski; that the plaintiff thus placed himself in an attitude to comply with his part of the contract, and did in fact offer to comply with his part of said contract, having received himself and family at great expense, from this house in Pulaski to said town of Athens; that plaintiff surrounded the building and premises in which he was doing business at that time. That these acts on the part of the plaintiff were well known to the defendants, and were in compliance with the agreement and contract entered into between them; that various contracts were left and made by the

name of Matheson and Petty, for supplies, machinery and advertising matter, between to-wit: the first day of October, 1901, and, to-wit: the first day of January, 1902; that on all of these contracts this plaintiff was held and bound, and payment was ~~made~~ demanded of him, and was in fact made by him to the extent of, to-wit: the sum of three hundred dollars; that the defendants after having entered into the above-specified agreement as to the said copartnership business, and knowing of the steps being taken by this plaintiff in furtherance of the same, permitted this plaintiff to proceed with his preparations and moving, without notice that they were not going to fulfill their part of said contract; that after the plaintiff had made all these preparations, and had moved himself and his family from Pulaski to Athens, and had broken up his business, which was lucrative and certain, these defendants informed plaintiff on to-wit: the tenth day of January 1902, that they would not, or could not, fulfill their part of the agreement; that the plaintiff was thus left in a strange place with his business destroyed, no means by which he could engage in any business, and for thirty days or more was without employment of any kind; and was at great expense in maintaining himself and family, and suffered great annoyance and inconvenience; that there was no way by which he could return to Pulaski, and resume his business there; that because of these acts and omissions of these defendants, and their failure to keep their contract or agreement, this plaintiff was greatly damaged, and injured in the amount of, to-wit: one thousand dollars, since this suit

W.D. Sanders & H.C. Thack
Attys for Plaintiff

A. Trial by Jury & Demand etc.
W.D. Sanders & H.C. Thack
Attys for Plaintiff

Entered. Presented this 30th Sept. A.D. 1904 by leaving a copy of the within summons and complaint with John W. Petty individually, Charles Petty individually and also by leaving a copy of same with John W. Petty, as manager of firm of J. W. Petty & Son & copy of same with Charles Petty as manager of firm of J. W. Petty & Son Sept. this 30th 1904
s Hff

Sarah F. Martin } Be it remembered that on the Fall Term 1904 of the
814 ss } Circuit Court of Limestone Alabama was returned a
Chas S. Crews } summons and complaint which is in the words and
figures following to-wit:

Summons

The State of Alabama } Circuit Court
Limestone County } So am I Sheriff of the State of Alabama
Writing: You are hereby commanded to summon
Charles S. Crews to appear at the next term of the Circuit Court to be
held for said county at the place of holding the same there
and there to answer the complaint of Sarah F. Black. Witness
my hand this 4th day of Oct 1904 - Geo Malone Clerk

Complaint

Sarah J. Martin } The Plaintiff claims of the defendant the sum of
814 00 } One hundred and ten Dollars due by promissory
Charles S. Lucas } note made by the defendant by the name of C. S. Lucas
on the 14th day of January 1901. and payable to the plaintiff by the
name of Mrs. J. W. Martin, on the 1st day of November 1901. with the
interest due thereon.

The Plaintiff claims of the defendant the further sum of ten per cent
of the amount due on the above described note as attorneys fees for
collection thereof the debt having been stated in writing to pay
all attorneys fees for the collection of the same and plaintiff alleges
that ten per cent of the amount due on said note is a reasonable attorneys
fee for the collection thereof

The Plaintiff avers that the debt in writing in and by said note
waives all his exemptions under the constitution and laws of the
State of Alabama as against the collection of the debt evidenced by
said note.

W. T. Summers Atty for Pff

Endorsed. I hereby acknowledge service of the within summons and
complaint and waive all further notice and process in the premises
whatsoever this 28th 1st 1902

Charles S. Lucas

Annie H. Bartlett
Admin
816
Charles Withers

Be it remembered that unto the January term 1902 of
the Circuit Court ofimestone County Alabama
was returned a summons and complaint which
is in the words and figures following to wit:

Summons

The State of Alabama } Circuit Court
imestone County } To any Sheriff of the State of Alabama-Coming=
You are hereby commanded to summon Charles Withers to appear at the
next term of the Circuit Court to be held for said county, at the place of
holding the same. And to place answer or demur to the complaint here attached
within thirty days from the service thereof which complaint is filed by Annie
H. Bartlett as Administratrix de bono, man of the estate of A. J. Zittler deceased
Witness my hand this 14th day of October 1902

Geo Malcom Clerk

Complaint

Annie H. Bartlett admin } The Plaintiff claims of the defendant the
-tratrix de bono man of the } sum of three hundred Dollars (\$300.00)
estate of A. J. Zittler deceased } due by promissory note made and
vs } executed by the defendant by the name of
Charles Withers } Chas. Withers to A. J. Bartlett as administrator
of the estate of A. J. Zittler deceased falling due and payable
on Jan 1st 1895. with interest thereon with interest thereon
from Jan 30. 1894. together with ten per cent as a reason-
able attorneys fee as is provided for in said note. Subject to
the following credits - \$24.00 as of Feby 1st 1894 \$24.00 as of Feby 1st
1896 - \$24.00 as of Feby 31st 1896. And the plaintiff avers that

in writing by said note the defendant waived all his right to claim any exemptions under the constitution and laws of Alabama as to this debt

And the plaintiff further avers that E. J. Burdette formerly administrator of the estate of A. J. Britter deceased is dead; that the plaintiff has been duly appointed and qualified in the Probate Court of Limestone County Alabama as the Administrator de bonis. non of the estate of said A. J. Britter deceased and that the note here sued on is an asset of the said Britter estate said estate being the beneficiary and legal owner of said note, the foundation of this suit and it is just due and unpaid hence this suit

Thos. C. McCallum Atty for plaintiff

Filed Oct 14th 1902 Geo. Malone clerk

I have executed the within writ Oct. 22nd 1902 by leaving a copy of the within summons and complaint with Charles W. Winters defendant C. F. Pryor, Sheriff

Robert M. Bailey } It remembered that into the jury
813 vs } case
Calvin N. Robinson } from 1903 of the circuit Court of Limestone County,
+ C. N. Robinson + Co. } State of Alabama, was returned a summons & complaint
in the words & figures following - to-wit:-

State of Alabama }
Limestone County } To any Sheriff of the State of Alabama - Greeting -
You are hereby commanded to summon Calvin N. Robinson and C. N. Robinson & Company, a partnership company of Calvin N. Robinson and T. M. Burkett, to appear at the circuit Court to be held for said County in Athens Alabama, at the place of holding the same within thirty days after the service of this summons and complaint upon them and then and there to plead or answer to the complaint of Robert M. Bailey.
Witness my hand as clerk of said Court this the 14th day of Oct. 1902
Geo. Malone, clerk of the Circuit Court

Complaint

Robert M. Bailey } vs { Calvin N. Robinson and C. N. Robinson & Co. a partnership company of Calvin N. Robinson and T. M. Burkett

The plaintiff claims of the Defendant Four Thousand Dollars, as damages, for this, that the defendants on or about to-wit:- the 4th day of July 1894, imprisoned plaintiff and then detained him in custody without legal cause for a long space of time, to-wit:- four years, then next following, contrary to law and against plaintiffs will. Plaintiff alleges that while he was detained as above stated he was required to do hard labor for the defendants for which he received no compensation other than the clothes and food furnished

him by the defendants that he was exposed to inclement weather and suffering many hardships while he was being forced to work for the defendants; that he was at diverse times cursed, whipped, abused and ill-treated by the agents of the defendants and in whose charge he was placed by the defendants; that by reason of these wrongs, plaintiff suffered great physical and mental pain, and loss of time from work to his damage as aforesaid.

2. Plaintiff claims of the defendants the like sum of Four Thousand Dollars, for maliciously and without probable cause thereof arresting and imprisoning the plaintiff, without process of law or legal cause for a great number of days, to-wit: commencing on the 4th day of July 1894 and continuing until August 1895.

3. The plaintiff claims of the defendants the like sum of Four Thousand Dollars, as damages, for that the defendants by means of threats or a show of force, imprisoned plaintiff and then unlawfully detained him without legal cause at a place known as Robinsons Island situated in the Tennessee river in Limestone County Alabama, for a long space of time to-wit: from the 4th day of July 1894 until August 1898

Callahan & Harris
Attorneys for plaintiff

Verdict by jury is demanded

Callahan & Harris
Attorneys for plaintiff

Filing Oct. 1st 1902 Geo. Malone, clerk.

Executing this the 28th day of Oct. 1902 by delivering a copy of the within, to Calvin N. Robinson, and a copy to Calvin N. Robinson a member of the firm of C. N. Robinson & Co.

John S. Thompson Sheriff
by W. A. M. as per to the

Thomas P. Thilman } Be it remembered that under the January term
816 083 case } 1903 of the circuit court of Limestone County
Willis P. Vaughan } Alabama said return a summons and
complaint, in the words and figures to wit

This cause was dismissed and all costs paid in
vacation -

Sue Pate Adm'r of } Be it remembered that unto the January Term 1903
 Adm'r. Pate Decatur } of the Circuit Court of Limestone County Alabama
 817 Decatur } was returned a summons and complaint which
 L. & N. R. R. Co } is in the words and figures following to wit

Summons

State of Alabama } Circuit Court
 Limestone County } January Term 1903
 To any Sheriff of the State of Alabama, Existing: You are hereby
 commanded to summon The Louisville and Nashville Rail-
 road Company a Corporation Chartered under the laws of the
 State of Kentucky, to appear at the next term of the Circuit Court to be
 held for said county, at the place of holding the same and to plead
 answer or answer to the complaint of Sue Pate as Administratrix
 of the Estate of Decatur within thirty days from the date of service of
 this summons and complaint else judgment by default will be
 taken. Witness my hand this 21st day of November 1902
 Geo. Malone Clerk

Complaint

Sue Pate as Administratrix of } The Plaintiff, Sue Pate as Adminis-
 the Estate of Decatur } tratrix of the estate of Decatur
 vs } claims of the defendant, The Louisville
 The Louisville and Nashville } and Nashville Railroad Company,
 Railroad Company - a Corporation } a Corporation Chartered under the laws
 Chartered under the laws of the State } of Kentucky, Twenty thousand Dollars
 of Kentucky } damages, for this: That on Sunday, to wit
 the 15th day of June 1902, before and since, the defendant was common carrier
 of freight and passengers over its railroad from Nashville, Tennessee, to
 Decatur, Alabama. Among other places, through Limestone County, Alabama
 connecting with the Southern Railway Company's road at the "junction"
 in said county, using in said business trains and engines; that on
 said Sunday, about five o'clock in the afternoon, in good day light,
 the plaintiff's intestate was sitting between the rails of defendant's track
 something over a quarter of a mile north of the said "junction", in his
 shirt sleeves, his shirt being of a bluish white material, with his back
 to the south or towards the said "junction", in a dejected attitude with
 his face to the north and his head down forward on his breast; that
 while and at the time the said intestate was sitting as aforesaid
 in the middle and between the rails of defendant's track a freight
 train, drawn by one of defendant's engines and in charge of defendant's
 agents or servants came from the south, or towards Decatur, going
 north, or towards, Nashville, over the said track of defendant's in
 the middle and between the rails of which the said intestate was sitting
 as aforesaid; that said train was running at the rate of, to wit twelve
 miles per hour; that the engineer of said train was in his place in
 the cab of said engine; that when said engine was not more than
 than four hundred yards from said intestate in whose direction
 said engine and train was coming as aforesaid, the engineer
 of said engine and train saw said intestate sitting as aforesaid

on the defendant's track between the rails thereof, ahead of him, said
 engineer. The intestate being in the attitude above described; that said
 engineer knew the attitude of said ~~intestate~~ ^{intestate} as above described; that
 said engineer knew that his engine and train could not pass
 the place or spot whereon and whereat the said intestate was sitting
 as aforesaid without striking said intestate, if said intestate rem-
 ained in the attitude or in the place as above described; that said
 engineer knew ^{that} if said train was not stopped by him, the said
 engineer, and, if said intestate remained where he was on said track
 said engine and train would strike and run over said intestate,
 and such collision with the intestate would result in great bodily
 injury to him or death to him; that immediately upon seeing said
 intestate sitting as aforesaid and as above described, the said
 engineer blew the whistle of his engine twice in succession as a
 signal and warning to the said intestate of the danger and position
 which he then was; that at the time of the said blowing or sounding
 of said whistle by said engineer said engine, then running towards
 said intestate, was distance from said intestate not less than four
 hundred yards; that said engineer knew and saw that said intestate
 did not heed said warning; that said engineer knew and saw that
 said intestate was ignorant of his perilous situation and that said
 intestate was unaware of his highly dangerous position in which he was
 in front of said ^{approaching} engine and train; that said engineer knew and saw
 that said intestate made no movement or motion to leave the said
 track; in response to said warning and signal; that as the said engine and
 train came on, approaching the said intestate sitting and situated as
 aforesaid on said track ahead of said approaching train, said engineer
 at short intervals blew the said whistle of said engine as a further
 signal and warning to the said intestate, said engineer knowing
 and seeing all the time that said intestate was ignorant of his
 highly perilous situation and was ~~unaware~~ ^{unaware} of his highly dangerous
 position sitting on said track as aforesaid; that said engineer, knowing
 the peril in which said intestate was, thus as aforesaid, sitting and
 situated and surrounded and knowing that said intestate was ignorant
 of his said perilous situation and position and knowing that said
 engine and train was rapidly gaining towards and forward to the
 place on said track whereon said intestate was sitting as aforesaid
 and knowing that said engine and train could stop by him
 the said engineer, as he had the ability to do with and by ~~the~~
 the appliances at his hand, would strike and run over the
 said intestate and knowing that the said intestate was not
 warned by the signals or warnings given by said engineer
 with a consciousness that his, said engineer's conduct in failing to
 stop said engine and train as he could have done and had
 the ability to do, would probably result in injury or death to
 the said said intestate, with wanton and reckless indifference
 to the probable and natural consequences of his said failure
 to act as aforesaid to stop said engine and train he said engineer

with reckless and wanton indifference to said probable consequences permitted said engine and train to run over and against and upon and kill said intestate to the damage of the plaintiff as Administrator aforesaid; hence this suit.

Comes. The plaintiff claims of the defendant the said sum of twenty thousand dollars damages, for this, that on Sunday, to wit: the 16th day of June, 1904, before and since, the defendant was a common carrier of freight and passengers over its road through Winston County, Alabama, connecting with the railroad of the Southern Railway Company at the "junction" in said county, using and operating in its business as such common carrier freight trains and engines; that on ^{said} Sunday, about five o'clock in the afternoon, in good day light, the plaintiff's intestate was sitting between the rails of the defendant's track, something over a quarter of a mile north of said "junction", in his shirt sleeves, his shirt being made of an almost white material, with his back to the south, or towards the said "junction", and his face towards the north, or Nashville in a dejected attitude and his head down forward on his breast; that while and at the time said intestate was sitting as aforesaid in the middle and between the rails of defendant's track, a freight train coming from Decatur was going north to-wards Nashville, Tennessee, said train being in charge of defendant's servants or agents, over the said track on and which said intestate was sitting as aforesaid; that said train was running at the rate of to wit, twelve miles per hour, and it is up grade from near the "junction" to the place on said track where said intestate was sitting as aforesaid; that when said engine and train came to within, to wit, four hundred ^{and twenty} yards of the intestate sitting as aforesaid on and in said track in front of said oncoming train the engineer of said engine and train saw said intestate sitting as aforesaid on defendant's track, between the rails thereof, ahead of said engine and train, the said intestate being in the attitude described above and said engineer knew and saw his, intestate's, attitude; that said engineer knew that his said engine and train could not pass the place or spot whereon and whereat the said intestate was sitting as aforesaid without striking said intestate; if said intestate remained at the place without striking said intestate, if said intestate remained at the place on said track he thus was; that said engineer knew that if said engine and train was not stopped by him, the said engineer, and, if said intestate remained where he was on said track, said engine and train would strike and run over him said intestate, and that such collision with said intestate would result in great injury or death to said intestate; that immediately upon being, as above set forth, said intestate sitting as aforesaid on said track and between its rails, said engineer blew or caused to sound the whistle of his said engine twice in succession as a signal and warning to the intestate of the danger and peril in which he, said intestate, then was; that said engineer could easily with the appliances at his hand have stopped said engine and train; that at the time of the sounding of said whistle said engineer was ~~disturbed~~ from said intestate, sitting as aforesaid, to wit, four hundred yards; that said engineer knew and saw intestate did not heed said warning; that engineer knew and saw that said intestate was ignorant of his perilous situation; that said engineer knew and saw that said intestate made no motion or movement

to leave the defendant's track over which said train was going; that notwithstanding said engineer knew and saw that said intestate was ignorant and unaware of his highly perilous and dangerous situation and position said engineer permitted said engine drawing said train to run over towards said intestate, all the time knowing and seeing that said intestate was ignorant of his perilous and dangerous position and situation and only blew said whistle as a further warning to said intestate which warning he, said engineer, saw did not warn said intestate and that said intestate did not heed his said perilous and dangerous position and situation; that said engineer with full knowledge of said intestate's perilous position and situation, and with a full knowledge that said intestate was ignorant and unaware of his said perilous and dangerous situation and position and with a consciousness that unless he stopped said engine and train before reaching said intestate, the said intestate would be hit and run over by said engine, inflicting injury or death on said intestate, with reckless indifference to the probable and natural consequence of his failure to stop said engine and train, as he was able to do with the appliances at his hand, wilfully permitted said engine to run over and strike and kill said intestate, since this suit.

Count 3. The Plaintiff claims of the defendant the sum of twenty thousand dollars damages, for this: That on Sunday, to wit: the 15th day of June, 1902, the defendant was a common carrier running engine and train through Limestone County, Alabama, over the railroad, connecting with the railroad of the Southern Railroad Company at the junction in said county; that on said Sunday, about five o'clock in the afternoon, in good day light the plaintiff's intestate, Nell Ruth, deceased, was sitting in a depot at the defendant's track between the rails of said track with his back forward and his back towards the south, and the front of his body towards the ~~road~~ ^{west} ~~road~~ ^{road} having at the time a nearly white skin and ~~being~~ ^{wearing} no coat; that while and at the time said intestate was sitting as aforesaid in and on said defendant's track, at a point about a quarter of a mile north of said junction an engine and train of the defendant, in charge of defendant's servants or agents, came from the direction of Decatur, Alabama, going towards Nashville, Tennessee; that when said engine, drawing a freight train, reached a point about four hundred and twenty yards south of where said intestate was sitting as aforesaid, said engine and train being then in motion and going north the engineer of said engine and train saw intestate sitting as aforesaid in the middle of said track and immediately ~~sounded~~ ^{sounded} ~~twice~~ ^{twice} in succession the whistle of his locomotive; that said engineer saw and knew that intestate was in a perilous position and situation; that said engineer saw and knew that said intestate was ignorant of his said perilous and situation and position, and that he twice motioned to the aforesaid warning and signals intended by said engineer to so warn him of his peril; that said engineer still knowing intestate's peril and still knowing intestate's ignorance of his perilous situation and position and still knowing that the danger signals

underrunnings given as aforesaid and continued by said engineer to arouse the said intestate did not warn him of his peril, and knowing all the time each revolution the wheels of his engine brought the engine and train closer to the intestate who was oblivious of his peril and danger and nearer to a point when it would be too late to stop said engine and train with appliances provided to stop said engine and train and which were at his hand meantime, with gross indifference to the probable and natural consequences of his conduct in failing, as was his duty to do, to stop said engine and train while there was space enough for said running engine and train and the unwarned intestate on the track ahead, and with consciousness that the intestate would not leave the track and was unaware of his peril and with a consciousness that if he, the said engineer, did not stop said engine and train the intestate would be injured or killed, from either said engine and train to run over, upon and strike said intestate and kill him outright; hence this suit:

Count 4. The plaintiff claims of the defendant the sum of twenty thousand dollars damages, for this; that on Sunday, to-wit; the 15th day of June, 1902, the defendant was a common carrier and operating through Limestone County, Alabama, freight and passenger trains; that on ^{Sat} Sunday, after discovering the peril of plaintiff's intestate, Noel Rute, deceased, knowing that said intestate was ignorant and unaware of his danger and peril and knowing intestate's position and situation. Sitting as he was, in the middle of defendant's track, in said county, in a dejected attitude and knowing that said intestate was not aware of his peril by blowing of the whistle of the engine or the rumble of the train and being fully able by the appliances at hand to stop said train after being thus informed of the impending and increasing danger and peril of said intestate, as was their duty to do, the agents or servants, or agent or servants of the defendant in charge of an engine of the defendant, which engine was drawing one of defendant's freight trains, wantonly, recklessly, or willfully ran said engine upon, against and over said intestate and killed him; hence this suit:

Count 5. The plaintiff claims of the defendant the sum of twenty thousand dollars damages, for this; that on Sunday, to-wit; the 15th day of June, 1902, the defendant was operating one of its engines drawing a freight train from Decatur, Alabama, to Nashville Tennessee, said defendant being a common carrier of freight ~~through~~ Limestone County, Alabama; that the servants or agents, or servant or agent, of the defendant in charge of said engine, saw the plaintiff's intestate, Noel Rute, deceased, sitting in a dejected attitude in the middle of defendant's track with his ~~back~~ back toward the direction from which said engine and train was coming; that after said servant or agent, or servants or agents, of the defendant engaged in the operation of defendant's said engine and train, saw and knew of intestate's peril and danger, and saw and knew that intestate was unaware of his peril and danger, and saw and knew that intestate could not be warned by blowing of the whistle of the engine or the rumble of the train, and saw and knew that unless said engine and train were stopped, as they or he were or was able to do with the appliances at their or his hand, said intestate would be run over and greatly

injured or killed, and saw and knew that if said engine and train
thus in motion, was allowed to run nearer and closer to said intestate
before the appliances for stopping the said engine and train, which appli-
ances were at hand in and near said engine, and were known to
defendants servants or agent. The said engine and train could not
be stopped before striking and injuring or killing the intestate
recklessly, wantonly, or willfully, peremptory said engine and train
with full knowledge of the situation and surroundings and the
position of the intestate, and his ignorance of his position and with utter
disregard of the probable and natural consequences of this grossly
negligent conduct, to run unchecked and without effort to stop
or check the speed of said engine and train, or to control the speed
of said engine and train, till said engine and train had
reached a point so close intestate as that as the defendants agents
or servants knew, said engine and train could not be stopped
before striking said intestate, and said engine and train did strike and kill said inte-
state, by reason and on account of the wanton and knowingly
reckless conduct of defendants agent or servants in not before it was too
late applying the appliances at his hands and means to him to stop
said engine and train before striking and killing the said
intestate. And the plaintiff avers that the agent or servant of the
defendant knowingly and with wantonness failed to stop said
engine and train before reaching the intestate and killing him
by running over him with said engine all to plaintiff damages
as aforesaid, hence this suit

Thomas L. McCallum
Attorney for Plaintiff

A trial by jury in this cause is demanded

Thos. L. McCallum Atty for Plff

Endorsed: I have executed the within writ and 25th 1904 by
leaving a copy of the within summons and complaint with
Geo. L. Sherrill the Station agent of defendant at Athens Alabama
E. F. Perry cor Sheriff.

By J. E. Chase Deputy Sheriff

A. E. Colburn
818 033 assigned
J. W. Davis Jr.
Executor of SC

As it is remembered that unto the January Term 1903 of the
Circuit Court of Limestone County Alabama was returned
a summons and complaint in the words and figures
following to wit:

Summons

The State of Alabama } vs The Circuit Court
Limestone County } do any Sheriff of said county the State of
Alabama. Creating You are hereby commanded to summon
J. W. Davis Jr. as the Executor of the will of H. M. Weatherford Sr.
deceased to appear at the next Term of the Circuit Court to be
held for said county, at the place of holding the same.

then and there to answer the complaint of A. E. Colburn, and he is hereby required to plead answer or demur to the complaint in this court within thirty days from the service hereof
 Witness this 27th day of November 1904.

Geo Malone Clerk

Complaint

A. E. Colburn Plaintiff

818 083 account

J. W. Davis Jr. as the executor
 of the will of A. M. Weatherford &
 Decedent Defendant

The Plaintiff claims of the defendant the sum of four hundred and fifty six dollars, due by his testator for board from to wit: the 30th day of May, 1889, until the to wit, 18th day of March, 1893, at the rate of ten dollars per month. And the plaintiff avers that various sums have been paid on said account, the aggregating the sum of fifty and 74/100 dollars, the last amount having been paid on to wit: the 5th day of July, 1901, to which aggregate the defendant is entitled as a credit, which sum of money with the interest due thereon is still unpaid

2 The Plaintiff claims of the defendant the sum of four hundred and fifty six dollars, due by his testator by account on, to wit the 18th day of March, 1893 and the plaintiff avers that there are various credits on said sum, amounting in the aggregate to the sum of fifty and 74/100 dollars the last credit having been paid on, to wit: the 5th day of July, 1901, which sum of money with the interest due thereon is still unpaid

3 The Plaintiff claims of the defendant the sum of four hundred and fifty six dollars due by his testator for board furnished him, at his request, by plaintiff from, to wit: the 30th day of May 1889, to to wit: the 18th day of March, 1893, at the rate of ten dollars per month, which sum of money together with the interest thereon is due and unpaid. And the plaintiff avers that the last credit, of a total of fifty and 74/100 dollars was paid by defendant's testator on to wit: the 5th day of July 1901

4 The plaintiff claims of the defendant the sum of four hundred and fifty six dollars, due by his testator for merchandise goods and chattels sold by plaintiff to defendant's testator, at his request, on to wit 18th day of March 1893, which sum of money together with the interest thereon, is still due and unpaid. And plaintiff avers that on said sum the defendant is entitled to a credit of fifty and 74/100 dollars paid by defendant's testator at various times, and that the last payment made was on to wit: the 5th day of July 1901

5 The Plaintiff claims of the defendant the sum of four hundred and fifty six dollars, due by defendant's testator for work and labor done and performed by plaintiff for defendant's testator on, the 18th day of March 1893, at his said testator's request, which sum of money together with the interest due thereon is still due and unpaid. And plaintiff avers that said defendant is entitled to a credit of fifty and 74/100 dollars paid at various times on said sum by his testator. That the last credit was paid on, to wit: the 5th day of July 1901

Witness my hand and seal of the above so hereby acknowledged this 27th day of November 1904. J. W. Davis, Executor of the will of A. M. Weatherford & Decedent

W. R. Walker, Attorney for Plaintiff

Robert Ice
819 253 case
Southern Railway Co.

Be it remembered that into the January Term 1903. of the Circuit Court of Limestone County Alabama, was returned a summons and complaint in the words and figures following to-wit

Summons

The State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama Greeting- You are hereby commanded to summon the Southern Railway Company a Corporation Chartered under the laws of Virginia - to appear at the next term of the Circuit Court to be held for said County at the place of holding the same on the Complaint of Robert Ice, and please answer or demur to the said Complaint within thirty days after service of summons and Complaint as defendant or else judgment by default may be entered Without this 6 day of December 1902.

Geo McNamee Clerk

Complaint

Robert Ice Plaintiff
819 253 case
The Southern Railway Company a Corporation Chartered under the laws of Virginia - Defendant

The Plaintiff Robert Ice, claims of the Defendant, the Southern Railway Company, a Corporation Chartered under the laws of Virginia, the sum of Ninety Nine hundred dollars, for that on, before and since the 18th day of October, 1902, the defendant was common carrier of passengers over its railroad between Huntsville, Alabama and Decatur, Alabama, among other places, through Madison Station in Madison County, Alabama, and Belle Mina, Lawrence County, Alabama, that a short time previous to the night of October 18th, 1902, the plaintiff was in Huntsville, Alabama, and was there notified that his sister at or near Belle Mina, Alabama was dangerously sick, and desired him to come at once to her, that he at once started to Belle Mina to the bedside of his said sister; that at Huntsville, on defendant's railroad, he purchased a ticket to Belle Mina, paying therefor the usual fare; that soon after purchasing said ticket the train came for which he had so bought said ticket and he entered it; that it was about eleven o'clock P.M. when he boarded said train and it started west in the direction of Belle Mina, and deeming that it was customary and according to schedule for said train upon which he was thus travelling to stop at Belle Mina, his destination; that the conductor of said train came through and took up his ticket before he reached Madison Station aforesaid; that said train ran on west and did not stop at Belle Mina, and the plaintiff, discovering that the train had passed his destination, Belle Mina, about a mile, perhaps a little more, sought out the conductor and called his attention to the fact that he, plaintiff, had been carried beyond and by his destination; and that the said train was then running at a high speed; that the conductor told the plaintiff he would have the train stop

and let him off there; that it was raining and very dark and the train was then upwards of a mile west of Belle Mina; and the Plaintiff told the Conductor he would not get off there, a place across a creek from Belle Mina, over which creek there was only a railroad trestle upon which to cross, in the darkness and rain; that the Conductor thereupon told the Plaintiff that he, the Conductor, would take the Plaintiff to Decatur, the next stop the train would make and the next station west of Belle Mina, and give him a pass back on the next train going east which would pass Decatur going towards and to Belle Mina, Plaintiff's original destination, in an hour and a half and instructed Plaintiff to wait at the station in Decatur, where that place was reached, and take the first train going east and towards Belle Mina and that that train and the Conductor as it would pass the Plaintiff off at Belle Mina; that relying on these instructions, information and directions of the Conductor and being ^{then} several miles west of Belle Mina and the night being dark and the rail falling, the Plaintiff agreed to this arrangement and obeyed the instructions and followed the directions of the Conductor; that he waited at Decatur for about an hour and a half and said train going east and towards Belle Mina, came along and he, the Plaintiff, boarded it as instructed and directed by the said Conductor; that after the train going east had left Decatur and was running the Conductor of said east bound train came through and took up the slip or check the said first Conductor had given him the Plaintiff where he instructed and directed him, the Plaintiff, as as to the said east bound train; that said Conductor of said east bound train told the Plaintiff that that train did not stop at Belle Mina; and would not stop at Belle Mina, and that he, the Plaintiff, would be carried to Huntsville, the next regular stop for said train; that said second Conductor did not stop or offer to stop said train and let the Plaintiff off; that said train ran on through Belle Mina, and on to wit ten miles to Madison Station where it for the first time stopped; that there the Plaintiff left said train, and, after trying to get on a train of the defendant that was headed towards Belle Mina, which train was forbidden by the defendant's Agents and servants to enter, he walked in the rain and darkness much of the time to Belle Mina, Alabama, it being about three o'clock when he started from Madison Station to Belle Mina, a distance of, to wit, ten miles.

Now Plaintiff avers and charges that said first Conductor of said first train willfully and knowingly misdirected him, the Plaintiff, and willfully and knowingly misinformed him, the Plaintiff, in this: that he knowingly and willfully told the Plaintiff that said east bound train first passing Decatur after the arrival of his, said, Conductor's train at Decatur would bring the Plaintiff to Belle Mina, Alabama, and would let him, the Plaintiff, off at Belle Mina, Alabama, where he, said ~~Plaintiff~~ first Conductor, knew that said first

Train passing Decatur going east after the arrival of said first train at Decatur would not take the Plaintiff to Belle Mina and put him off there; that said east bound train did not stop at Belle Mina, which was a small station, and did not and would not, because forbidden by the rules of the defendant and the schedule provide for said east bound train, take on let off passengers at Belle Mina; that the Plaintiff was ignorant of the rules, regulations and schedules of said east bound train and did not know that said train would not stop to take on or let off passengers at Belle Mina.

And the Plaintiff avers that by reason of said willful misdirection, misinformation of him, the Plaintiff, by said conductor of said train, which the Plaintiff entered at Huntsville, the Plaintiff boarded at Decatur the said east bound train and was carried to Madison Station to wit: ten miles east of his said station Belle Mina, Alabama, was compelled to walk back to Belle Mina over said distance of to wit: ten miles, in order to get to the bedside of his sick sister, suffering great anxiety and great distress in being by reason of said first conductor's willful misdirection, misinformation and misinstruction delayed in reaching his said sister's bed side, was kept up all night and was exposed to rain and became wet and otherwise greatly inconvenienced: all by reason and on account of the said willful misconduct of said first conductor by whose misdirection, misinformation and misinstruction the Plaintiff was persuaded and did take said east bound train all to Plaintiff's damage in the sum of Ninety hundred dollars.

W. M. Handley & Thos. McCallum
Atty for Plaintiff

A trial by jury is demanded. W. M. Handley & Thos. McCallum Atty for Plff
Endorsed. I have executed this within writ Dec. 8-1902 by leaving a copy of the within summons and complaint with W. E. Northway the Station agent of the Defendant at Belle Mina Ala

E. F. Puryear Sheriff

Thomas A. Brown
820 03 1/2 case
Louisville Nashville
R. R. Co

Be it remembered that unto the January Term 1903 of the Circuit Court of Lincolnton County Alabama was returned a summons and complaint in the words and figures following to wit-

Summons

The State of Alabama } In the Circuit Court - January Term 1903
Lincolnton County } To any Sheriff of the State of Alabama. Writing: You are hereby commanded to summon The Louisville Nashville Railroad Company, a Corporation chartered under the laws of the State of Kentucky to appear at the next term of the Circuit Court to be held for said County at the place of holding the same there and there to answer the complaint of Thomas A. Brown; And it is required to plead answer or demurrer to said complaint within thirty days from the service hereof

Witness this 11th day of December 1902.

Geo Maloum Clerk

Complaint

Thomas A. Brewer, Plaintiff

826. 083 case

The Louisville Nashville Railroad Company, a Corporation Chartered under the laws of the State of Kentucky, Defendant } The Plaintiff claims of the Defendant the sum of nineteen hundred and ninety nine dollars, as damages, for this, that whereas, the said defendant was, on to wit: the 11th day of October, 1902, had been before and is now, engaged in the business of operating a railroad in, and through the County of Limestone, State of Alabama, in which the town of Elkmanah is situated, for the ~~purpose~~ transportation of freight and passengers for hire; that on said day, to wit: the 11th day of October, 1902, the plaintiff was in the town of Elkmanah near which place he lives, and while on his way to his home therefrom, while walking on the track of defendant he was struck by one of the trains of said defendant being then and there operated by the servants, agents, or employees of the defendant; and plaintiff avers that he was thus struck by said cars of defendant without any signal, either by ringing of the bell, or blowing of the whistle by the employees in charge of such trains of said defendant; that he was on a straight line of track at the time he was struck; that the engineer in charge of said train could see obstructions on the track at that point thereon for a distance of at least one quarter of a mile; that said engineer was at his place in the cab of said engine and was keeping a proper look-out for obstructions on said track; that he saw the plaintiff thereon for more than one hundred yards before said plaintiff was struck by said train; that he saw from the actions of said plaintiff that he said plaintiff was unaware of his, said plaintiff's peril; that notwithstanding these facts that said engineer, or employee, of the defendant, wilfully, or wantonly, or with reckless indifference to the probable consequences, with a knowledge and present consciousness that injury would result, propelled said engine or train of cars against said plaintiff with such force that plaintiff was knocked off of said track by said train and thrown over several feet, clear of said track, upon which his head and arm; that the force of the fall thus caused by being thrown by the propelling against him of said train of cars the plaintiff suffered severe contusions of the arm, that the shock, of alighting on his head was so severe that said plaintiff still suffers therefrom in a small degree; that his arm was dislocated at the elbow, his wrist strained, and he was otherwise bruised and injured; that his arm and wrist are still sore and he is unable to use his arm because of the said hurts; that he has suffered much pain and been deprived of the ability to work from the time he was thus struck, until the ~~striking~~ filing of the complaint herein, and that for some time, to wit: two weeks, he was confined to his bed, and during all this time he has suffered much pain of mind and body and been deprived of the ability to earn a livelihood by his usual work, all to the great damage of this plaintiff in the aforesaid sum of nineteen hundred and ninety nine dollars since this suit.

W. H. Lurmont & W. R. Walker Atty for Puff

a trial by jury is demanded in this cause.

W. H. Lurmont & W. R. Walker Atty for Puff

Endorsed - Executed this 11th day of December 1902. by delivering a copy of the within summons & complaint to Geo. L. Howell the station agent of the defendant at Athens Alabama

E. F. Puryear Sheriff

Suric. A. Rose
821 US Case
Southern Bell Telephone & Telegraph Co

Be it remembered that unto the January term 1903 of the Circuit Court of Limestone County Alabama was returned a summons and complaint in the words and figures following to wit

The State of Alabama } In the Circuit Court, January Term, 1903
Limestone County } as Any Sheriff of the State of Alabama - Executing
You are hereby commanded to summon the Southern Bell Telephone & Telegraph Company, a corporation, chartered under the laws of the State of New York, to appear at the next term of the Circuit Court to be held for said County at the place of holding the same, there and there to answer the complaint of Suric A. Rose, and it is requested to plead answer or demur to the complaint in this cause within thirty days from the service hereof.

Witness my hand, this 11th day of December, 1902.
Geo Malone Clerk

Complaint

Suric. A. Rose Plaintiff
VS
Southern Bell Telephone & Telegraph Company, a corporation, chartered under the laws of the State of New York Defendant

The Plaintiff claims of the defendant the sum of nineteen hundred and ninety-nine dollars, as damages, for this, that whereas, the defendant on to wit: the 24th day of October, 1902, and both before and since that date, has been operating, for hire, a telephone system in and from the town of Athens, Alabama, in and to the town of Decatur, Alabama, and Trinity, Alabama, that under and by virtue of their occupation or business it is the duty of the defendant to connect the offices, or exchanges, of the two points, which are necessary to be done that the party applying to it to talk or transmit messages over its line and the party to whom. The said applicant to talk, or to whom said applicant wishes his message transmitted, may converse or the latter receive the message; that on said day, to wit: the 24th day of October, 1902, the plaintiff, through her agent, went to at office of the defendant at its office at Athens, Limestone County, Alabama, and requested that her husband, J. S. Rose, be called at Trinity, Alabama in order that her message to her said husband might be delivered; that the agent or employee of defendant informed Plaintiff's Agent, the said cot, that a messenger fee of fifteen cents would be required, which fee was paid by said agent of the Plaintiff to the said agent or employee of this defendant; that after waiting some her said agent was informed that the said J. S. Rose could not be found but that as soon as he could be gotten to the exchange at said Trinity Co, the said cot, plaintiff's agent, would be notified; that thereupon the said cot, plaintiff's agent

as aforesaid left a message with the said agent or employee of this defendant to be delivered to the said Lane when he should be gotten to the exchange at Trinity; that said message was, in substance "your wife wants you to come at once home, your mother-in-law is not expected to live"; that the said agent or employee of this defendant agreed to deliver said message in the contingency above set forth and the said agent of this plaintiff paid to said agent or employee of this defendant the sum of twenty cents, it being the price charged by defendant for conveying said message; that subsequently, two or three days after the above had transpired, the said agent or employee of the defendant, upon inquiry by plaintiff's said agent as to the delivery of said message, informed the said agent of the plaintiff that said message had never been delivered and thereupon defendant, the said agent of the plaintiff the said sum of twenty cents; that the reason given for the non-delivery of said message was the inability to find the said J. S. Lane in the town of Trinity; that there was never reference to this plaintiff or her agent the said sum of fifteen cents paid for a messenger to send for said Lane in Trinity; and plaintiff avers that it was the duty of the said defendant upon the application or request of the said agent of plaintiff to have put said agent in communication with said Lane at Trinity; that instead of performing its duty and obligation the defendant failed to do so; that no call was ever put in at ^{the exchange at} Trinity for the said Lane, as said defendant had agreed and as it was its duty to do; that in consequence of this failure to perform its obligations and duty in this respect the plaintiff was deprived of the comfort and solace of her husband, the said J. S. Lane, in her hour of affliction and distress, her mother having died before said Lane was aware of her illness; and the said plaintiff was forced to take control and direction of all the funeral arrangements of her dead mother; that her pain, anguish and mental distress was in consequence of this failure of the defendant to carry out ^{and} fulfill its obligation and duty, great; and that it all resulted to her great damage in the aforesaid sum of Ninety-nine, Hundred, and Ninety-nine Dollars since this suit.

2nd The plaintiff claims of the defendant the said sum of Ninety-nine Hundred and Ninety-nine Dollars, as damages, for this, that whereas the defendant has, operates and controls a line of telephones from and in the town of Athens, Lincolnton County, Alabama, to and from Decatur, Alabama, and to and from Trinity, Alabama; that said defendant had such line of telephones under its control and in operation on to wit: the 24th day of October, 1902, that on said day, to wit: the 24th day of October, 1902, the plaintiff through her agent, Matt Cox, called at the exchange, it being the place of business of said defendant and at which telephone messages were received and sent and requested the agent or employee of said defendant to put in a call for J. S. Lane at Trinity, Alabama, it being one of the points at which the defendant made connections for its customers; that said employee or agent of said defendant, as a pre-requisite, required of her said agent the payment of fifteen cents as a fee for a messenger to send out

in the town of Trinity for said Lane; that Plaintiffs agent said said Lane; that after waiting ^{for} some time and the Operator, employee, or Agent of said defendant being unable to secure the said Lane at the exchange at Trinity, the said agent left with said Operator, Agent, or employee. The following message when said Operator, employee, or Agent agreed to send to wit: "Your wife wants you to come home at once. Your mother is now so not expected to live;" that a charge of twenty cents was made, which was ~~made~~ paid to said Agent, Operator, or employee of the defendant by the said agent of this plaintiff; that a few days thereafter the latter sum was returned to said plaintiffs agent with the statement that said message was never delivered because said Lane was never found; that said defendant never called up the exchange at Trinity in order to have said Lane to come to its exchange at said point; that in consequence of this failure of duty and obligation on the part of this defendant said plaintiff was deprived of the benefit of the presence and comfort and aid of her said husband in her distress consequent upon the death of her mother, who died before said Lane. Her husband was aware of her dangerous illness. That in consequence of this failure of the defendant to do its duty and to fulfill its obligations this plaintiff was forced to attend to all and make the necessary arrangements for the funeral of her said mother, all of which caused her much and grievous mental anguish and pain and to her damage in the aforesaid sum of nineteen hundred and ninety nine dollars. Hence this suit.

W. R. Walker, Attorney for Plaintiff

A. Trial by Jury is demanded in this case.

W. R. Walker, Attorney for Plaintiff

Endorsement. Executed this 11th day of December 1902, by delivering a copy of the within summons & complaint with Ray A. Smith as manager or agent of the defendant at Wetumpka, Alabama.

E. F. Pungler Sheriff

Northwestern Manager
Postal Company
822 Webster
Granbrier Lumber
Company

Be it remembered that unto the January Term 1903 of the Circuit Court of Limestone County, Alabama was returned a summons and complaint, and affidavit and return in return which is in the words and figures following to wit:

Summons

State of Alabama

Limestone County

Circuit Court.

To any Sheriff of the State of Alabama: Greeting. You are hereby commanded to summon Granbrier Lumber Company a corporation to appear before the Circuit Court to be held for said county, at the place of holding the same, with in thirty days from service of this process, then and there to answer the complaint.

of Northampton - Menger, Pratt Company, a corporation. Witness my hand,
this 12th day of December 1902. Geo. Malame Clerk

Complaint

Northampton Menger Pratt
Company, a corporation, Plaintiff
822 OS 3rd District
Crematorium, Lumbering Company
a corporation, Defendant

The Plaintiff claims of the Defendant the
following personal property, to wit: 3-80 Saco
Menger Muller Lins. (2 in Saco); 3-80 Saco menger
Muller Lins.; 1 Steel lint flue system; 1. 11 inch
Suction elevator, Class B, with distributors; 5-
11 inch Elbows - 3 plain, two double; 1 belt lightening camter & shaft, with two
pullies; 2 flexible joint telescopic pipes; 30 ft. 11. inch square wood pipe; one Saco
blowing elevator, consisting of Saco vacuum sucker, series conveyor, 3 plain Elbows,
2 double Elbows, 1 S. Elbow, and 50 ft square wood pipe; 34 ft. Shafting - 2. 1 7/16 inch;
1 Compression coupling, 2. 1 7/16 inch; 4. Push Langers, 2. Cullers, 2. 1 7/16 inch; 3. Iron
Split Pulleys, 34 X 10 X 2 1 7/16 inch; 1. Iron Split Pulley, 40 X 10 X 2 1 7/16 inch; 2. wood
Split pulleys, 10 X 4 X 2 1 7/16 inch; 1. Iron Pulley, 16 X 5 X 2 1 7/16 inch; 84 ft. 10 inch leather
belting; 30 ft. 4 inch leather belting; 27 ft. 10 inch leather belting; 18 1/2 ft. 4 inch
leather belting; 30 ft. 5 inch leather belting; 17 1/2 ft. 2 inch leather belting; 18 1/2 ft. 2 inch
leather belting; 21 ft. 1 1/4 inch leather belting; 11 1/2 ft. 4 inch leather belting; 21 ft.
1 1/2 inch leather belting; 40 ft. 12 inch galvanized iron pipe; 40 ft. 11 inch
wooden pipe; 8. Springs for valves; 50 ft. 12 inch wood pipe; 20 ft. 11 inch wood pipe,
with the value of the hire or use thereof during the detention. To wit: from the 12th
day of December 1902.

Garret L. Allen Plaintiff's Attorney
Thos. C. McCallum, of Council

Endorsed: Executed this 13th day of Dec 1902. by leaving a copy of the within
Summons and Complaint with Lucie Fletcher as President of the Cremo-
brier Lumbering Company Defendant

E. F. Puryear Sheriff

"State of Alabama"
Circuit Court

Affidavit

Before me George Malame Clerk of Circuit Court in and for said County,
personally appeared Garret L. Allen as agent and attorney for Northampton Menger
Pratt Company who being duly sworn, deposes and says as follows, the
following property to wit: 3-80 Saco Menger Muller Lins. (2 in Saco); 3-80 Saco
Menger Muller Lins.; 1 Steel lint flue system; 1. 11. inch Suction elevator, Class
B, with distributors; 5- 11. inch Elbows - 3 plain, two double; 1 belt lightening camter
Shaft, with two pullies; 2 flexible joint telescopic pipes; 30 ft. 11. inch square
wood pipe; one Saco blowing elevator, consisting of Saco vacuum sucker, series
conveyor, 3. plain Elbows, 2. double Elbows, 1 S. Elbow, and 50 ft. square wood
pipe; 34 ft. Shafting - 2. 1 7/16 inch. 1 Compression coupling, 2. 1 7/16 inch; 4. Push Langers;
2. Cullers, 2. 1 7/16 inch; 3. iron Split Pulleys, 34 X 10 X 2 1 7/16 inch; 1. iron Split Pulley,
40 X 10 X 2 1 7/16 inch; 2. wood Split Pulleys, 10 X 4 X 2 1 7/16 inch. 1. Iron Pulley 16 X 5
X 2 1 7/16 - inch; 84 ft. 10 inch leather belting; 30 ft. 4 inch leather belting; 27 ft.
10 inch leather belting; 18 1/2 ft. 4 inch leather belting; 30 ft. 5 inch leather
belting; 17 1/2 ft. 2. inch leather belting; 18 1/2 ft. 2 inch leather belting; 21 ft.
1 1/4 inch leather belting. 11 1/2 ft. 4 inch leather belting; 21 ft. 1 1/2 inch leather
belting 40 ft. 12 inch galvanized iron pipe; 40 ft. 11 inch. wooden
pipe; 8 springs for valves; 50 ft. 12 inch wood pipe; 20 ft. 11 inch wood pipe
for the recovery of which it has instituted suit this day in the Circuit

Creek of Limestone County, against Grumbrier Lumber Company
a corporation duly incorporated under the laws of the State of
Alabama, is the property of Northampton Manager Pratt Company
The Affiant

Vassor. R. Allen as Agent and Atty. in fact
for Northampton Manager Pratt Company

Sworn to and Subscribed before me. This 12th day of December 1902
Geo. Moulton Clerk

Recall

The State of Alabama } knows all well by these presents, that we
Limestone County } Northampton Manager Pratt Company and
Fidelity & Deposit Company of Maryland are here and firmly bound
unto Grumbrier Lumber Company a corporation duly incorporated
under the laws of the State of Alabama in the sum of Two Thousand
Dollars for which payment well and truly to be paid we bind
ourselves and each of us our heirs and each of our heirs executors and
administrators, jointly and severally, firmly by these presents.

Dated with our seals, and dates this 12th day of December 1902
The conditions of the above obligation is such, that whereas the
above named Northampton Manager Pratt Company has this day
commenced its suit in the Circuit Court of Limestone County against
the said Grumbrier Lumber Company a corporation for the recovery
of the following property, to wit: 300 saw manager rollers. Five (5) saws and
manager rollers. 1 steel belt for system. 1 11 inch section elevator. 1 set of
chick tractor - 5. 11. in elbows. 8 plain two double. 1 belt for turning counter shaft with
pulley & flexible joint telescopic pipe 30 ft. 11 in square wood pipe. 1 steel band
elevator consisting of 2nd vacuum feeder subassembly. 8 plain elbows & 2 double elbows
15. 2 elbows & 50 ft 8 in wood pipe 84. ft & shafting 2 1/2 in. 1 compression coupling 2 1/2 in
4. Park hangers; 2 collars 2 1/2 in & 4 in. 8 in. 1 pulley 84 x 10 x 2 1/2 inch 1 frame offset TC and
lot of setting & maintenance in affidavit. TC and having made affidavit
that said property is due for belongs to it and entering into this bond has
obtained an order requiring the Sheriff of the State of Alabama to take
possession of said property TC

Now if the said Northampton Manager Pratt Company shall fail in said
suit and pay the defendants all such damages costs and every expense
by the non-successful complainant. Then this obligation to be void otherwise
to remain in full force and effect. And for the payment of the above
bond, we hereby waive all our right of exemptions & personal property
under the constitution and laws of Alabama -

Northampton Manager Pratt Company
By Vassor. R. Allen its Atty. in fact
Fidelity & Deposit Company of Maryland
By R. F. Moseley Atty. in fact

sworn

Approved this 12 day of
December 1902
Geo. Moulton Clerk

Lucie A. Lane
 823 08 1/2 case
 American Telegraph & Telephone Company

Be it remembered that unto the January Term 1903 of the
 Circuit Court of Winston County, Alabama was returned
 a summons and complaint in the words and figures
 following to wit:

Summons

The State of Alabama } Circuit Court, January Term 1903
 Winston County } To any, sheriff of the State of Alabama-Erecting:
 You are hereby commanded to summon American Telegraph & Telephone
 Company a corporation to appear at the next term of the Circuit Court to be held
 for said county at the place of holding the same, thus and there to answer the
 complaint of Lucie A. Lane, and it is required to place answer or answer
 to the complaint with in thirty days from the service hereof.

Witness my hand, this 12th day of December 1902

Geo. Malone Clerk

Complaint

Lucie A. Lane
 VS
 American Telegraph & Telephone Company

The plaintiff claims of the defendant the
 sum of nineteen hundred and ninety nine
 dollars, as damages, for this, that, whereas, the defendant
 has, operates or controls a line of telephones from
 and in the town of Athens, Winston County, Alabama, to and from Ocatur
 Alabama, and to and from Trinity, Alabama; that said defendant has such
 line of telephones under its control and in operation on to wit: the 24th day
 of October, 1902, for the purpose of transmission of intelligence over its wires
 to and from the points mentioned, and has had, both before and since and
 has now, such line in operation for the purpose mentioned; that on to wit: the
 said 24th day of October, 1902, the plaintiff, through her Agent, W. L. Cox, called at
 the telephone exchange, it being the place of business of said defendant
 and at which messages were transmitted and received, and requested the
 Agent, or employee, of said defendant, to put in a call for one J. E. Lane,
 at Trinity, Alabama, it being one of the points at which, deft. made
 connections with its customers that said employee or agent of the said defendant
 as a pre-requisite, required of her said agent the payment of fifteen cents, as fee
 for a messenger to send out in the town of Trinity for said Lane, that plaintiff's
 agent paid said fee, that after waiting some time, and the agent or employee
 of defendant being unable to secure said Lane at the exchange at Trinity,
 the said agent of plaintiff left with the said agent or employee of defendant
 the following message to wit: which said agent or employee of the
 defendant agreed to send, to wit: "Our wife wants you to come
 home at once, your mother-in-law is not getting to live; that a charge
 of twenty cents was made, which was paid to said agent or employee
 of the defendant by the said agent of this plaintiff, for sending of said
 message; that a few days thereafter the latter sum was returned to said agent
 of the plaintiff, with statement said message was never delivered because of
 the failure of the messenger, or for some other reason, to find the said Lane
 and the plaintiff avers that the said J. E. Lane is her husband; that in consequence
 of the failure to deliver the said message, as it was its duty to do,
 the said Lane failed to receive it; that plaintiff's mother died and was buried
 before her husband knew of her dangerous illness; that there was never a call put

in ab. Trinity for said case as it was the duty of said defendant to have done; that in consequence of this failure of duty on the part of the defendant the plaintiff was deprived of her money and of the comfort and consolation of her husband in her great bereavement; that because of her absence she had herself to act the details of her own mother's funeral; that in consequence of all these things, which caused her great mental anguish and pain, she was and is damaged in the aforementioned sum of nineteen hundred and ninety nine dollars, hence this suit.

W. R. Walker Attorney for Plaintiff

A. Trial by Jury is demanded in this case. W. R. Walker, Attorney for Plaintiff Endorsed: "I have executed the within writ Dec 12th 1901, by leaving a copy of the within summons and complaint with Roy A. Smith as Manager or Agent of the Defendant at Athens Alabama

E. F. Puryear Sheriff

Booker Garbrough } Re it remembered that unto the January Term 1903 of the Circuit
824 vs. Petitioner } Court of Limestone County Alabama was returned a Petition
The State of Alabama } in the words and figures following to-wit:

Petitioner

State of Alabama } Circuit Court, January Term 1903.
Limestone County } To Hon Oscar Kyle Judge of said Court. Your petitioner
Booker Garbrough an honorably discharged Soldier of the Army of the United States of America, having enlisted and served in said Army during the war between the States represents to your Honor that he applied to the Registrars John A. Turner, C. Thack and Ben S. Pettus duly appointed as such Registrars for said County on the regular and duly appointed and designated and duly advertised day for registering the qualified voters of the County aforesaid and was then duly prepared to make application for registration making an exhibition of his honorable discharge from said Army of the United States aforesaid and was prepared and ready to make oath according to the provisions of the Constitution of the aforesaid State of Alabama according to Article VIII. Section 180- of said Constitution, but was refused consideration by said Registrars not even being not even being supplied with a blank for the purpose of making a sworn application which your petitioner was ready to do and to comply with all the necessary ~~constitutional~~ requirements to entitle himself to registration, as a voter under aforesaid Constitution.

Your petitioner further states that he again applied for registration to Registrars John A. Turner, J. E. Clem, and Ben S. Pettus at Athens on the 16th day of December 1902 at a regular meeting of said Registrars held in the line of their official duties at which meeting your petitioner presented his application sworn to in due form and also his "Certificate of Honorable Discharge" from aforesaid Army of the United States of America, and was again refused registration as a voter of the County and State aforesaid under the aforesaid Constitution. Wherefore your petitioner begs your Honor to make all orders judgments and decrees to the end that the your petitioner be duly registered and enrolled as a voter under the provisions of the aforesaid Constitution.

John B. McCallister Atty

825 ^{State} ~~County~~ ^{State}

Be it remembered that unto the January Term 1903 of the Circuit Court of Limestone County Alabama was returned a Petition in the words and figures following to-wit:

825 The State of Alabama } In the Circuit Court, January Term 1903
Limestone County } the Petition of Peter Cronshaw an Appeal from the
-tion of Board of Registrars of Limestone County, Alabama, denying him
Registration as an elector

To the Hon. O. Kyle Judge of said Court:

Your petitioner, Peter Cronshaw, represents and alleges that he is, under the provisions of the ^{Revised} Constitution of the State of Alabama of 1901, a qualified elector; that under the provisions of said Constitution he is entitled to register as an elector; that such registration would thereby entitle him to vote during his life; that your petitioner resides in precinct number one of aforesaid county and state; that under the provisions of the said Revised Constitution the Board of Registrars, composed of J. E. Clem, John A. Turner and B. B. Pettus, held sessions at the Court House in Athens, Limestone County, Alabama, for the purpose of registering all applicants who were qualified; that said Board is the one appointed for said county; that during the third week of November, 1902, it being on the 20th day of said month at which time said Board of Registrars were in session as provided under said Constitution, your petitioner made due and proper and legal applications to said Board of Registrars, to be registered as an elector that said Board of Registrars, a quorum being present, declined and refused to register your petitioner as an elector; all of which was contrary to the provisions of said Constitution.

Wherefore, your petitioner prays that a trial be given him in your Honorable Court; that the question of his right to register as a qualified elector of the State of Alabama be adjudicated; and for all such, other and further relief as may be such and proper.

All of which is respectfully submitted

Peter Cronshaw, Petitioner.

Th. C. Bates

826 863 Appeal

Thomas Hinkle

Be it remembered that unto the January Term 1903 of the Circuit Court of Limestone County Alabama was returned an Appeal Bond and Transcript which is in the words and figures following to-wit:

Appeal Bond.

State of Alabama } Justice Court

Limestone County } the Thomas Hinkle, H. M. Sherry and Lewis & Ester

Sureties, a knowledge awarded indebted to Charles Bates in the sum of \$100.00 dollars. to be void if Thomas Hinkle shall prosecute an Appeal to the next term of the Circuit Court, he having proce^{ed} an Appeal from the judgment rendered by James L. Christman a Justice of the Peace, in a case pending in said Court in which Charles Bates is Plaintiff and Thomas Hinkle is and W. C. Croysan is Defendant, now if said Hinkle shall prosecute said Appeal to affect this Bond it to be void otherwise to remain in full force and effect we jointly and severally, hereby waive all our right of exemptions to property under the Constitution and laws of Alabama

Witness our hands and seals, this 20th day of December 1902.

Appearance this 20th day of
Dec. 1902

James C. Christensen J.P.

Thomas. Hinkle

W. M. Sherry

Lewis & Ellis

Seal

Seal

Seal

Transcript

State of Ala

Lincoln County

C. W. Bales

vs

Thos. Hinkle Deft

W. C. Grayson, Comptroller

} Justice Court of J. C. Christensen J.P. Book 101-

} On the 6th day of Dec came both parties by
Attorneys

The Deft filed his plea and also his exceptions after
hearing the evidence; and a motion to dismiss the exceptions
on the grounds that exceptions had not been filed with proper
Officers. The motion was sustained, the motion was sustained
dismissed; and a judgment against the Defendant for \$2.50 with all
costs and the said amount with costs was committed care of the Comptroller
Chas. Grayson

J. C. Christensen J.P.

Judgment \$2.50

Costs \$6.35

Appeal to Circuit Court

C. D. Eliza et al

vs W. C. Grayson

Lizgie Malone

} As it remembered that unto the January Term of the
Circuit Court of Lincoln County Alabama was
returned a summons & complaint. Affidavit & Return
in return which is in the words and figures following to wit:

Summons

The State of Alabama

Lincoln County

Circuit Court

} To any Sheriff of the State of Alabama Greeting:
You are hereby commanded to summon Lizgie Malone, to appear at
the next term of the Circuit Court to be held for said County at the place
of holding the same, there and there to answer the complaint of Christine D.
Eliza, William R. Martin, James T. McLauch, and Russell H. Richardson,
partners doing business under the firm name and style of Eliza, Martin,
McLauch & Richardson. And she is required to plead to or answer to said
complaint within thirty days from service hereof

Witness this 5th day of January, 1903.

L. Malone Clerk

Complaint

Christine D. Eliza, William R. Martin

James T. McLauch and Russell H. Richardson

partners doing business under the firm

name & style of Eliza, Martin, McLauch &

Richardson. Plaintiffs

827

vs W. C. Grayson

Lizgie. Malone Defendant

Law. The male calf above described is the offspring of the mare. Three described

} The Plaintiffs claim of the Defendant the following
personal property to wit: One dark bay mare
named Eliza; one black male mule, colt; one
light colored Jersey Heifer about five years
old, also described as a "light yellow
cow, named Adelaide" and one light yellow
Heifer calf, the offspring of the above described
mare. Three described

with the value of the hire or use thereof during the detention, to wit: from the 25th day of December 1902.

W. S. Walker, Plaintiff's Attorney
Endorse. Executed by handing the defendant Lizzie Malone a copy of this writ
And also taking possession of the within described property except the heifer
calf not found.

E. J. Puryear Sheriff

Affidavit

The State of Alabama } Circuit Court

Limestone County } Before me, George Malone, clerk of the Circuit Court of
Said State and County, personally appeared before me James H. McLawock,
who having been by me first duly sworn, deposes and says that he is one of the
plaintiffs herein after mentioned, and that the following ^{personal} property, to wit:
One dark bay mare, named Ellie; one light colored Jersey heifer about five
years old, also described as a "light yellow cow, named Adelaide" and one light
yellow heifer calf, the offspring of the above described cow; and mule each
above described is the offspring of the mare herein described, for the recovery
which, he, William L. Martin, Clinton D. Gloge, and Russell H. Richardson,
partners doing business under the firm name and style of Gloge Martin
McLawock & Richardson have this day instituted suit in the Circuit Court of
Limestone County, Alabama, against Lizzie Malone & the property of the
said affiant. Clinton D. Gloge, William L. Martin & Russell H. Richardson partners
doing business under the firm name and style of Gloge Martin McLawock &
Richardson.

Sworn to and subscribed James H. McLawock
before me this 6th day of January, 1903.

Geo Malone Clerk

Bond

State of Alabama, } Circuit Court

Limestone County } I know all men by their presents, we Clinton D.
Gloge, William L. Martin, James H. McLawock and Russell H. Richardson,
and John S. Walker and Henry B. Malone are held and jointly bound
unto Lizzie Malone in the sum of Twenty five Dollars, for which payments
well and truly to be made, we bind ourselves and each of us, our heirs,
executors and administrators, jointly and severally, jointly by their
presents. Sealed with our seals this 6th day of January, 1903.

The condition of the above obligation is such, that, whereas, the above
bondmen Clinton D. Gloge, William L. Martin, James H. McLawock and Russell
H. Richardson have this day commenced suit in the Circuit Court of Limestone
County, Alabama, against the said Lizzie Malone for the recovery of the
following property, to wit: one dark bay mare, named Ellie; one black mare
mule calf; one light colored Jersey heifer about five years old, also
described as a "light yellow cow, named Adelaide" and one light yellow ^{heifer} calf;
the offspring of the above described cow. And mule each above described
is the offspring of the mare herein described; and having made affidavit
that the property sued for belongs to them, and entering into this bond,
I have obtained an order requiring the Sheriff of Limestone County of said
State to take said property sued for into his possession: Now, if the

Said Christian D. Clage, William R. Martin, James F. McQuock and
Raswell H. Richardson. Shall gail in said suit and pay the defendants
such costs and damages as she may sustain by the wrongful
complaint thus this obligation to be void, otherwise to remain in
full force and effect

Christian D. Clage	Seal
James F. McQuock	Seal
William R. Martin	Seal
James H. McQuock	Seal
John F. Walker	Seal
H. B. Malone	Seal

William F. Orr et al } Be it remembered that unto the January Term 1903
828 vs Assumpsit } of the Circuit Court of Limestone County Alabama
J. D. Tinnison } was returned a summons and complaint which
is in the words and figures following to wit

Summons

The State of Alabama } Circuit Court
Limestone County } To Any Sheriff of the State of Alabama Kneeling:
You are hereby commanded to summon J. D. Tinnison to appear
at the next term of the Circuit Court to be held for said County at
the usual place of holding the same there and there to answer
the complaint of William F. Orr, George M. Jackson, J. Hunter Orr
and John R. Jackson partners doing business under the firm
name and style of Orr Jackson and Company and to appear
and answer or plead to the complaint in this cause within thirty
days from the service hereof

Witness this 9th day of January 1903
Geo Malone Clerk

Complaint

William F. Orr, George M.
Jackson, J. Hunter Orr and
John R. Jackson, partners, Trading
and doing business under the
firm name & style of Orr Jackson
& Co. Plaintiffs

829 vs Assumpsit

J. D. Tinnison

The Plaintiffs claim of the Defendant the sum
of two hundred and three and ⁶⁰/₁₀₀ Dollars
due from him by account as to wit: The 7th
day of January 1903, which sum of money
with the interest due there on is still due
and unpaid said account is verified by
Affidavit

The plaintiffs claim of the Defendant the like
sum of ~~three~~ two hundred and three and ⁶⁰/₁₀₀ Dollars due from him
by account for merchandise goods and chattels sold by the plaintiffs
to the Defendant as follows, to wit: April 18 1902. \$18.00, May 15 1902. 60th May 20
1902. \$30.00, June 15 1902. \$86.00 which sum of money with the interest thereon from
January 7 1903. is still unpaid. Said account is verified by Affidavit

W. S. Sanders Atty for Resp

Endorsed. I have executed the within writ January 14 1903 by leaving
a copy of the within summons and complaint with J. D. Tinnison
Defendant.

E. F. Burgeau Sheriff

Adam Green }
 829 06 1/2 case }
 C. N. Robinson et al } Be it remembered that unto the Spring Term 1903, of the Circuit
 Court of Limestone County Alabama was returned a summons
 and complaint in the words and figures following to wit;

Summons

State of Alabama } To any Sheriff of the State of Alabama - Greeting: You are
 Limestone County } hereby commanded to summon Calvin N. Robinson and
 C. N. Robinson & Co, a partnership composed of Calvin N. Robinson and J. M.
 Burkett at the Circuit Court to be held for said County in Athens, Alabama, at
 the place of holding the same within thirty days after the service of this sum-
 mons and complaint upon them, and then and there to place or cause to be
 the complaint of Adam Green.

Witness my hand as Clerk of said Court this 14th day of Jan. 1903

Geo Malone, Clerk of the Circuit Court

Complaint

Adam Green }
 829 06 1/2 case }
 Calvin N. Robinson and } The Plaintiff claims of the Defendants four
 C. N. Robinson & Co a part } thousands Dollars as damages for this; that
 Partnership composed of Calvin } the defendants on or about to wit: the 1st of May,
 N. Robinson and J. M. Burkett } 1897, imprisoned Plaintiff and then detained
 him in custody without legal cause for a long
 space of time, to wit: two years, thus much following
 contrary to law and against Plaintiff's will. Plaintiff avers that
 the aforesaid imprisonment occurred on an island in the Tennessee
 River, Limestone County, the said island being known as "Robinson's
 Island"; that on or about the aforesaid date Plaintiff accompanied one
 W. B. Wallace to said island for the purpose of bringing away some
 cattle; that the said Wallace, without Plaintiff's presence, left said island
 and Plaintiff was detained on said island by the defendants for which
 he received no compensation whatever. Other than the clothing and food
 furnished him: that in the performance of work for defendants he was
 exposed to inclement weather and suffered many hardships from heat
 and cold; that he was required to cut wood on the river ground
 in very cold weather and his hands were frozen, injured and permanently
 disabled; that he was many times cursed, whipped, abused and ill
 treated by Buster Peoples and Sam Peoples, who were in the employ
 of the Defendants and acting as overseers on the island; that the said ill
 treatment was known to the defendants and acquiesced in by them. Plaintiff
 avers that he had no means of escape from said island; that he was
 watched by day and guarded by night; that he was required to sleep in
 a shack with a number of other men and around guards in the employ
 of said defendants, and for this benefit guarded said shack. Plaintiff
 alleges that his confinement on said island was against his will
 and that he had no safe opportunity to leave said island for
 the purpose of getting him away from said island, preferred
 a complaint before J. H. Edwards a Justice of the Peace in Morgan
 County, Alabama, charging the Defendants with an assault and said
 J. H. Edwards issued a writ of arrest and the same was executed by S. P.
 Ryan, Sheriff of Morgan County, Alabama, the Plaintiff left said
 island in company with said Ryan and was brought before

the said J. H. Edwards and discharge. Plaintiff avers that by reason of these wrongs he suffered great physical and mental pain and loss of time from work to his damage as aforesaid.

2 Plaintiff claims of the defendants the like sum of Four thousand Dollars, as damages for that the defendants imprisoned Plaintiff and then unlawfully detained him without legal cause at a place known as "Robinson's Island" for a long space of time to wit: from the 1st of May, 1887 until March, 1889. Plaintiff avers that while he was detained at above stated he was required to do hard labor for the defendants for which he received no compensation other than clothing and food; that he was exposed to severe weather and suffered many hardships from cold and rain and his hands were frozen and permanently disabled; that he was many times cursed, whipped and abused by the agents of the defendants; by reason of all these wrongs he suffered physical, and mental pain and loss of time from work to his damage as heretofore stated.

3 Plaintiff claims of the defendants the like sum of Four thousand Dollars for maliciously and without cause their for arresting and imprisoning the plaintiff without process of law or legal cause for a great number of days, to wit: commencing on the 4th day of July, 1884, and continuing until August 1888.

Callahan & Harrel
Attorneys for Plaintiff

Filed by Jury it demanded

Callahan & Harrel, Atty for Plff

Endorse. Executed this the 20 day of February 1908 by delivering a copy of the within summons & complaint to Colvin N. Robinson and a copy to Colvin N. Robinson a member of the firm of C. N. Robinson & Co

John S. Stephenson Sheriff
By J. L. Erwin Deputee to serve

J. H. Orr & Co
830 0330th Street
R. A. Nichols

Re it remembered that unto the 20th day of February 1908 of the Circuit Court of Limestone County Alabama was returned a summons to the plaintiff in the words and figures following to wit:

Summons

State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama greeting You are hereby commanded to summon R. A. Nichols to appear at the Circuit Court to be held for said County at the place of holding the same within thirty days after service of this summons and complaint upon him and then and there to plead or answer to the complaint of J. H. Orr & Co. Cause No. _____

Witness my hand, as Clerk of said Court, this 11th day of February 1908
Geo. Malone Clerk

Complaint

J. H. Orr & Co. a corporation } The Plaintiff claims of the defendants the sum of
R. A. Nichols } _____

one hundred eighty-three and ⁶⁰/₁₀₀ (183 ⁴⁰/₁₀₀) dollars together with the interest due from defendant to Plaintiff by one promissory note made by defendant on, to wit: December 14th, 1901, and payable on or before the 15th day of January 1902. And Plaintiff avers that in said note, and as part thereof, the defendant waived his right to claim any personal property as exempt from levy and sale under execution. Said note bears interest from date at the rate of 6% per annum, which interest is claimed.

E. W. Godbey, Attorney for Plaintiff

I am securing for costs, E. W. Godbey.

Endorsed. Executed this 12 day of January A. D. 1903, by leaving a copy of the within summons with Rufus H. Richards Defendant.

E. F. Puryear Sheriff

C. D. Elize et al Portners re }
831 083 Debt waiver }
Geo. W. Rainey }
 } Be it remembered that unto the Spring Term 1903 of the Circuit Court of Limestone County Alabama, was returned a summons and complaint in the words and figures following to wit:

Summons

The State of Alabama } Circuit Court, April Term, 1903. To any Sheriff of the State of Limestone County } Alabama. You are hereby commanded to summon, George W. Rainey to appear at the next term of the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of Clinton D. Elize, William L. Martin, James J. McCasock and Russell H. Richardson. Portners doing business under the firm name and style of Elize, Martin, McCasock & Richardson. Witness my hand, this 20th day of July 1903.

Geo. Malcom Clerk

Complaint

Clinton D. Elize, William L. Martin, James J. McCasock, and Russell H. Richardson, Plaintiffs }
831 083 Debt waiver }
George W. Rainey, Defendant }
 } The Plaintiffs claim of the Defendant one hundred thirty-three and ⁶⁰/₁₀₀ Dollars due by promissory note made by him under the name of, G. W. Rainey, on the to wit: 22nd day of February 1902, and payable on to wit: the 15th day of November, 1902, with interest thereon.
2 The Plaintiffs claim of the Defendant the further and other sum of fifty Dollars, due by promissory note made by him, under the name of, G. W. Rainey on to wit: the 15th day of March 1902, and payable on to wit: the 15th day of November 1902, with interest thereon.
3. The Plaintiffs claim of the Defendant the further sum and other sum of fifty three dollars due by promissory note made by him under the name of G. W. Rainey on to wit: the 3rd day of May 1902, and payable on, to wit: the 15th day of November 1902 with the interest thereon.

And the Plaintiff avers that in and by the terms of each note above mentioned the defendant in writing, waived all exemptions of personal property as against the debts evidenced by said notes, guaranteed to him under the Constitution and laws of the State of Alabama.

W. R. Walker Atty for Plffs

Endorsed. I have executed the within writ, February 26th 1903 by leaving a copy of the within summons and complaint with Geo. W. Rainey Defendant.

E. F. Puryear Sheriff

Henry Martin } Re it summoned that unto the Spring Term 1903 of the Circuit Court of
832 ss } Criminal County Alabama was returned a summons and complaint
Mary E. Hayes } in the words and figures following to wit:

Summons

State of Alabama } Circuit Court. To any Sheriff of the State of Alabama County
Criminal County } You are hereby commanded to summon Mary E. Hayes to
appear at the next Term of the Circuit Court to be held for said County at the place of
holding the same, there and there to answer the Complaint of Henry Martin.

Witness this 6th day of March, 1903, Geo Malone Clerk

Complaint

Henry Martin Plaintiff } The plaintiff claims of the Defendant the sum of
832. ss } Debt unpaid } One Hundred and eighty seven and 2/100 Dollars
Mary E. Hayes Defendant } due by bond of date February 4th 1902, executed by
the Defendant to the Plaintiff, and one W. N. Hayes who is not sued, falling due
and payable at the Citizens Bank in Athens, Alabama, on December 1st 1902
with interest thereon from January, 1st 1902. Together with ten per cent Attorney
fees as is provided and agreed to be paid in writing in said bond, and the
Plaintiff avers that in writing in said bond the Defendant waived all her
rights to claim or assert any exceptions under the Constitution and Laws of
Alabama as to the debt of which said bond is evidence.

2. The Plaintiff claims of the Defendant the sum of Two Hundred dollars due
by bond made and executed by the Defendant and one W. N. Hayes, who is not
sued, on the 4th day of February, 1902, to the Plaintiff on said day and date
falling due and payable at Citizens Bank in Athens, Alabama, on 25th day of
November, 1902, with interest thereon from maturity thereof, together with ten per
cent Attorney fees as is provided and agreed to be paid by the Defendant in
writing in said bond. And the Plaintiff avers that in writing in said bond
the Defendant waived all her right to assert or claim any exceptions under
the Constitution and Laws of Alabama as to the debt of which said bond is evidence.

Thasdel McCallum, Attorney for Plaintiff

Endorsed.

State of Alabama } I, Mary E. Hayes, the Defendant in the within and herein written summons
Criminal County } and Complaint, being fully aware of its contents and import and
purport, hereby acknowledge service of said summons and Complaint, receive written
and receive copy thereof and all other notice pertaining thereto, and consent that said
suit shall be docketed in the said Circuit Court of said State and County and stand
for trial at the Spring, or Spring Term, 1903, of said Court, and that all steps, orders,
and notices may be made and shall be made to effectually make the undersigned
a party Defendant to the within stated suit. Given under my hand and seal this
the 8th March 1903

Mary E. Hayes, Defendant within

Porter Rigg, a Notary Public and ex officio, Justice of the Peace in and for Criminal County
Alabama, hereby certify that Mary E. Hayes, the Defendant herein, acknowledged before
me on this day that she signed the foregoing acknowledgments of service at Court of her
own free will and accord and with full knowledge of its purport and meaning.
Given under my hand this the 6th day of March, 1903.

Porter Rigg
Notary Public &c

Henry Martin }
 833 05 } Assumpsit }
 Mary E. Hayes } In the words and figures following to-wit:

Summons

The State of Alabama } To any Sheriff of the State of Alabama, Greeting: You are
 Limestone County } hereby commanded to summon Mary E. Hayes to appear
 at the next term of the Circuit Court to be held for said County at the place of holding the same
 then and there to answer the Complaint of Henry Martin, Witness my hand this 5th
 day of March 1903 Geo Malone Clerk

Complaint

Henry Martin Plaintiff }
 833 05 } Assumpsit }
 Mary E. Hayes Defendant } The Plaintiff claims of the Defendant the sum of Five
 Hundred and ninety six and 25/100 Dollars due from
 said Defendant by account on the 1st day of January, 1903,
 which sum with the interest thereon is still due and unpaid.

2. The Plaintiff claims of the Defendant the said sum of Five Hundred and ninety
 six and 25/100 Dollars, due from the said Defendant to the said Plaintiff by an account
 stated on the 1st day of January, 1903, which sum with the interest due thereon
 is still due and unpaid.

3. The Plaintiff claims of the Defendant the said sum of Five Hundred and ninety six
 and 25/100 Dollars due from said Defendant to the Plaintiff for merchandise,
 goods and chattels sold by the Plaintiff to the said Defendant during the years 1901
 and 1902, which sum with the interest thereon is still due and unpaid.

Thos. C. McCallum, Attorney for the Plaintiff

Indorsement

State of Alabama } I, Mary E. Hayes, the defendant in the within written summons
 Limestone County } and Complaint, being fully aware of the contents, import
 and purport thereof, hereby acknowledge service of said summons and
 Complaint and waive every thereof and all other notice pertaining thereto, and
 consent and agree that said suit shall be docketed in the said Circuit Court
 of said ^{State and} County and stand for trial at the April - or Spring Term, 1903, of said
 Court, and that all steps, orders, and entries may and shall be made to
 effectually make the undersigned a party defendant to the within stated suit.
 Given under my hand and seal this 5th day of March 1903

Mary E. Hayes

Defendant within.

I, Porter Bibb, Notary Public and ex officio Justice of the Peace in and for
 said State and County, hereby certify that Mary E. Hayes, the within named
 Defendant, acknowledged before me this day that she signed the ~~summons~~
 foregoing acknowledgment of service et. cetera of her own free will
 and accord and with full knowledge of its purport and meaning.

Given under my hand and seal this 5th day of March 1903

Porter Bibb

Notary Public & ex officio Justice of the Peace

Manier Dumber Dec } Be it remembered that unto the Spring Term 1903 of
 834 vs. Asumptit } the Circuit Court of Rimstone County Alabama
 B. H. Lindsey et al } was returned a Summons and Complaint
 which is in the words and figures following to-wit:

Summons

The State of Alabama } Circuit Court
 Rimstone County } Is hereby commanded to summon B. H. Lindsey, Agent,
 Burtrons W. Lindsey Agent, J. Lindsey and J. Lindsey formerly
 trading and doing business under the firm name and style
 of B. H. Lindsey } to appear at the next term of the Circuit
 Court to be held for said County at the place of holding the
 term. Then and there to answer the Complaint of Will R. Marier and
 L. Dumber and James W. Marier & partners trading and doing business
 under the firm name and style of Manier Dumber & Marier
 Dated this 7th day of March 1903

Geo. Watson Clerk

Complaint

Will R. Marier, James L. Dumber,
 and James W. Marier & partners trading
 and doing business under the firm
 name & style of Manier Dumber & Marier
 Plaintiffs

vs

B. H. Lindsey Agent, Burtrons W. Lindsey
 Agent, J. Lindsey and J. Lindsey formerly
 trading and doing business under the firm
 name & style of B. H. Lindsey Agent Defendants

The Plaintiff claims of the Defendants the like sum of two hundred and thirty three & 2/100 dollars. Due from them
 an account stated between the plaintiffs and defendants on to-wit: the
 20th day of January, 1902, which sum of money, with the interest from
 15th 1903, is still due and unpaid. The said account is verified by Affidavit

The Plaintiff claims of the Defendants
 two hundred and thirty three & 2/100 dollars
 due from them by account on
 to-wit: the 15th day of January, 1903, which
 sum of money, with the interest
 from the said 15th day of January 1903
 is still due and unpaid. The said
 account is verified by Affidavit

The Plaintiff claims of the Defendants the like sum of two hundred and thirty
 three & 2/100 dollars due from them for merchandise, goods and
 chattels sold by the plaintiffs to the defendants on to-wit: the 5th day
 of September 1902, and to-wit: the 5th day of Oct 1902, which sum of money,
 with the interest thereon & due from the 10th day of January 1903, is
 still unpaid. The said account is verified by Affidavit

Attest: My hand and seal for Plaintiff

Endorsed - I have executed the within writ

by leaving a copy of the within summons & complaint with

By
 Sheriff

John Lillyett & Co. Be it remembered that into
535 vs Assumpsit the Spring Term 1903 of the Circuit
John B. Tanner Court of Sumter County, State
of Alabama, was returned a summons & Complaint
in words & figures following to-wit:

State of Alabama } Circuit Court
Sumter County } To my Sheriff of the State of Alabama
Greeting;

You are hereby commanded to summon
John B. Tanner to appear at the next term
of the Circuit Court to be held for said County,
at the place of holding the same, then and there
to answer the Complaint of John Lillyett
and Frank M. Searight, partners trading
and doing business under the firm name
and style of Lillyett and Company
Witness this 9th day of March 1903

Complainant Geo. Malone Clerk
John Lillyett and Frank M.
Searight partners doing business } vs } John B. Tanner
under the firm name of Lillyett & Co. } Defendant

The Plaintiffs claim of the Defendant the sum
of Two Thousand and seventy-three & 75/100 Dollars,
due from him on account stated between
the plaintiff and the defendant on, to-wit,
the 6th day of November 1902, which sum of
money, with the interest thereon, from to-
wit, April 16th 1902, is still unpaid.

The said account is verified by affidavit,
2. The plaintiffs further claims of the
defendant the sum of Two Thousand and
seventy-three & 75/100 Dollars, due from him
by account on, to-wit, April 16th 1902 which
sum of money with the interest thereon is
due and unpaid.

The said account is verified by affidavit
H. E. Thack

Executed this 9th day of March 1903. } W. T. Sanders
by leaving a copy of the within summons } A. S. Ewing Jr.
and complaint with John B. Tanner, Defendant } Atty's J. R. Pepps
E. P. Perryman Sheriff

John R. Witt Be it remembered that into the Spring
836 vs Dittus Term 1903 of the Circuit Court of Sumter Co.,
James E. Wilder Alabama, was returned a summons & Complaint
& affidavit & set out in dittus in words & figures
following to-wit:

State of Alabama Circuit Court
 Limestone County To any Sheriff of the State of Alabama
 Greeting:

You are hereby commanded to summon
 James Ed Waldon to appear at the next term
 of the Circuit Court to be held for said County,
 at the place of holding the same, then and there
 to answer the complaint of John R. Witt
 Witness, this 10th day of March 1903
 Geo. Malone, clerk

Complaint
 John R. Witt } vs James Ed Waldon
 Plaintiff } Defendant
 The Plaintiff claims of the Defendant the following
 personal property, to-wit: One brown gray
 mare mare, 3 years old named Kate with
 the value of the hire or use thereof during
 the detention, to-wit: from the 13th day of January 1903
 T. C. McCallum

State of Alabama } wherefore, the Plaintiff in the within
 Limestone County } stated cause has made affidavit
 and given bond as required by law, you
 are hereby required to take the property
 mentioned in the complaint into your possession
 unless the Defendant give bond payable to
 the Plaintiff, with sufficient surety in double
 the amount of the value of the property, with
 condition that if the Defendant is cast in the
 suit he will, within thirty days thereafter, deliver
 the property to the Plaintiff, and pay all costs and
 damages which may accrue from the detention thereof
 Geo. Malone, clerk

State of Alabama Circuit Court
 Limestone County Know all men by these presents, that
 we, John R. Witt W. E. Estes and Am. Lewis are held
 and firmly bound unto James E. Waldon in the sum
 of Two Hundred and fifty dollars, for which payment
 well and truly to be made, we bind ourselves and
 each of us, our heirs and each of our heirs, executors
 and administrators, jointly and severally, firmly
 by these presents.
 Sealed with our seals, and dated this 10th day of
 March 1903

The Condition of the above obligation is such,
 that, whereas, the above bound John R. Witt
 has this day commenced his suit in the Circuit
 Court of Limestone County, against the said

James E. Willden for the recovery of the following property, to-wit: One Iron Gray mare mule, 3 years old, named Kate, and having made affidavit that the property said for belongs to him and entering into this Bond, has obtained an order requiring any sheriff of the state of said to take the said property said for into his possession,

Now, if the said John R. Witt shall fail in said suit and pay the defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise to remain in full force and effect

John R. Witt (S)
W. E. Estes (S)
H. M. Limes (S)

Approved this 10th day of March 1903

Geo. Malone clerk

Filed this 10th day of March 1903

Geo. Malone, clerk

State of Alabama

Linestone County

Know all men by these Presents, That we, James E. Willden, John M. Willden, James H. Meals, G. M. Coffman and L. M. Meals are held and firmly bound unto John R. Witt in the sum of Two hundred and Fifty dollars for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, jointly and severally,

Given under our hands and seals this the 12th day of March 1903

The condition of this obligation is such, that whereas a writ in detinue issued by Judge Malone circuit Court Clerk at the suit of said John R. Witt against the estate of the above bound James E. Willden returnable to the Circuit Court of Linestone County for the recovery of one Iron gray mare mule named Kate has been placed in the hands of E. F. Purgason sheriff and by him has been levied upon the following property, to-wit, One Iron gray mare mule 3 years old named Kate and whereas the said property has been delivered to the said James E. Willden on his entering into this bond.

Now, if the said defendant shall fail in said suit, or his securities shall return the specific property described and above mentioned, to the plaintiff within thirty

Days after judgment in said suit, then this obligation to be void, otherwise to remain in full force and effect

James E. Willden (LS)
John M. Willden (LS)
James H. Neals (LS)
W. M. Coffman (LS)

Approved this 12th day of March 1903 } L. M. Neals (LS)
E. F. Puryear Sheriff

First Natl. Bank } Be it remembered that unto the Spring
837 vs } Debt Wainer } Term 1903 of the Circuit Court of Limestone
William B. Hilliman } County, Alabama, was returned a summons
& complaint in words & figures following to-wit:

State of Alabama } Circuit Court
Limestone County } No. Any Sheriff of the State of Alabama-Greeting;
You are hereby commanded to summon William
B. Hilliman to appear at the next term of the
Circuit Court to be held for said County, at the
place of holding the same, then and there to answer
the complaint of The First National Bank
of Athens, a corporation chartered and existing
under the laws of the United States Government.
Witness my hand, this 10th day of March 1903
J. M. Neals Clerk

Complaint

The First National Bank
of Athens, a corporation chartered
and existing under the laws
of the United States Government. Plaintiff } vs } William B. Hilliman
Defendant

The Plaintiff claims of the Defendant the sum
of Four Hundred & no/100 Dollars, due by note made
on to-wit, September 4th 1902, by defendant, by the
name of W. B. Hilliman and R. F. Chatterton a. f.
Chatterton not being herein sued, and payable
to the plaintiff by the name of C. E. Frost, Cash,
on to-wit, June 1st 1903, with interest thereon
at the rate of 8% per annum from to-wit, July
1st 1903.

The plaintiff claims of the defendant the
further sum of 10% of the amount due on
said note as attorney's fees, 10% attorney's fees
having been stipulated for in said note for
the collection of the same.

Plaintiff avers that defendant in said
note waived in writing all right of
exemptions allowed to him, under the

Constitution and laws of the state of Alabama,
H.C. Thack
att'y. for Plff.

I have executed the within writ March 10th 1903
by leaving a copy of the within summons and
complaint with W.B. Hillman, W. of said
E.F. Puryan Sheriff

Filed March 10th 1903 Geo. Malone Clerk

R.H. Richardson } see it remembered that into the
838 vs } Trial right property } Spring Term 1903 of the Circuit Court
Ed Maples } of Limestone County, State of Alabama
Dallas Maples & Co. Claimants } was returned a claim bond & affidavit
in words & figures following to-wit
Circuit Court
State of Alabama }
Limestone County }

I know all men by their presents,
That we Dallas & Albert Maples, H. Biggs, J. R. With
& W. J. Dupree are held and firmly bound
unto R.H. Richardson in the sum of Two hundred
and fifty (\$250.00) Dollars, for the payment of which,
well and truly to be made, we bind ourselves
and each of us, our and each of our heirs, ex-
ecutors and administrators, jointly and severally
and firmly by these presents.
Sealed with our seals and dated this - day of
March 1903

The Condition of the above obligation is such, That
whereas an execution issued from the Circuit
Court of Limestone Co. Ala. bearing date of issuance
the 10th day of February 1903 in favor of R.H. Richardson
against Ed Maples for the sum of Ninety & 62/100
Dollars, has been levied by E.F. Puryan Sheriff
of said County, upon the following as the property
of said Ed Maples to-wit, 1 roan horse about
80 years old & 1 bay horse about 4 years old, said
roan horse being owned by Dallas & Albert
Maples and the said bay horse being
owned and the property of Dallas Maples, and
whereas, the said Albert Maples has made
affidavit that he and Dallas Maples have a
just claim to said property, and upon returning
into this bond with sufficient surety as required
by law, has obtained possession of said property.

Now, if the said Dallas & Albert Maples
shall have the said property above described
forthcoming for the satisfaction of the judgment
to be found liable therefor, and pay such
costs and damages as may be incurred.

for putting the said claim in for delay, then this obligation to be void; otherwise to remain in full force and effect. And we and each of us hereby waive all rights of claim or exemptions we or either of us have now, or may hereafter have under the constitution and laws of Alabama

Alburt Maples (S.S.)
H. S. G. (S.S.)
Jno. R. With (S.S.)
W. J. Dupree (S.S.)
Appony this 16th day of March 1903
E. F. Puryan Sheriff

State of Alabama }
Linestone County } Before me, Geo. Malone Clerk in Court
personally Alburt Maples who being duly sworn depose and say that the following described property to-wit: 1 room house about 8 years & 1 bay horse about 4 years old upon which an execution from the circuit court of Linestone Co. Ala bearing date of issuance the 10th day of February 1903 in favor of R. H. Richardson against Ed Maples for the sum of Ninety & 67/100 Dollars, has been levied by E. F. Puryan Sheriff of Linestone County, to satisfy the same is not the property of the said Ed Maples but is the property of Walter Maples and affiant Alburt Maples and Walter Maples and that Alburt Maples has just claim to the property levied upon

Alburt Maples
Sworn to and subscribed before me, this 14th day of March 1903
Geo. Malone Clerk
Filed this 16th day of March 1903 E. F. Puryan Sheriff

E. E. Caruth } Be it remembered that unto the Spring term 1903
840 H. } of the Circuit Court of Linestone County, Alabama
Miles Hammonds } was returned a summons & complaint in words & figures to-wit:

State of Alabama } Circuit Court
Linestone County } To any Sheriff of the state of Alabama Greeting.
You are hereby commanded to summon Miles Hammonds to appear at the next term of the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of E. E. Caruth.
Witness this 16th day of April A. D. 1903
George Malone, Clerk.

Complaint
 E. E. Caruth } vs. } Miles Hammonds Defendant
 Plaintiff } claims of the Defendant the
 following personal property, to wit: 2 Black
 Mare Mules about 7 years old, 1 Black mare
 mule about 7 years old, 1 2 Horse Tennessee wagon,
 1 set of Double Wagon Harness, with the value of
 the hire or use thereof during the detention, to wit:
 from the 16th day of April 1903.

N. H. Turrentine
 Plaintiffs Attorney.

Filed this 16th day of April 1903.
 George Malone, Clerk.

The State of Alabama } Circuit Court
 Limestone County } Now all men by these presents,
 that W. E. E. Caruth, Ellis Sandlin, and N. J. Trimble
 are held and firmly bound unto Miles Hammonds
 in the sum of Three Hundred and Thirty Dollars
 for which payment well and truly to be made
 we bind ourselves and each of us, our and each
 of our heirs, executors and administrators, jointly
 and severally, firmly by these presents.
 sealed with our seals and dated this 16th day
 of April 1903.

The condition of the above obligation is such,
 that, whereas the above bound ~~County~~ E. E. Caruth
 has this day commenced his suit in the Circuit
 Court of Limestone County, against the said Miles
 Hammonds for the recovery of the following
 property, to-wit: 1 Black Mare Mule about 7 years
 old, 1 Black Mare Mule about 7 years old,
 1 Two Horse Tennessee wagon and 1 set of Double
 wagon Harness, and having made affidavit that
 the property sued for belongs to him, and entering
 into this bond, has obtained an order requiring
 any Sheriff of the State aforesaid to take the
 said property sued for into his possession.

Now, if the said E. E. Caruth shall fail in
 said suit and pay the defendant all such
 costs and damages as he may sustain by the
 wrongful complaint, then this obligation to be
 void, otherwise to remain in full force
 and effect

E. E. Caruth (L. S.)
 Ellis Sandlin (L. S.)
 N. J. Trimble (L. S.)

Approved this 16th day of April 1903.
 George Malone, Clerk

State of Alabama }
 Simi Stone County } Before me, George Malone, Clerk of Circuit
 Court of Alabama Simi Stone County personally
 appeared E. E. Caruth who having been by me
 duly sworn, depose and say that the following
 property to-wit: 1 Black Mare Mule about 7 years
 old also 1 Black Mare Mule about 7 years old, and
 1 Two Horse Tennessee wagon and 1 set of Double
 wagon harness for the recovery of which he
 has instituted suit this day in the Circuit
 Court of Simi Stone County against Miles Hammonds
 is the property of him the affiant.
 E. E. Caruth, ^{16th}
 sworn to and subscribed before me, this day of April 1903
 George Malone

State of Alabama } Circuit Court
 Simi Stone County }

Know all ^{men} by these presents that we Miles Hammonds
 J. H. Collier, G. W. Christopher, J. Corder, L. W. Starkey,
 J. C. Hightower, H. A. Beasley & Bryant Mc. Kinney
 are held and firmly bound unto E. E. Caruth in
 the sum of Three Hundred and thirty Dollars,
 for which payment, well and truly to be made, we
 find ourselves, our heirs, executors and administrators
 jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of
 April 1903.

The condition of the above obligation is such; That
 whereas the said E. E. Caruth did, on the 16th day
 of April 1903 sue out of the Circuit Court in
 said county a writ in detinue, directed to any
 Sheriff of the State of Alabama, and commanding
 him to take into his possession the following property,
 sued for in action of detinue, to-wit:

One Black Mare Mule, about 7 years old, one Black
 Mare Mule about 7 years old, One two horse Tennessee
 wagon, one double set of wagon harness, which said
 writ was placed in the hands of E. F. Poyear, Sheriff
 of the County of Simi Stone on the 16 day of April
 1903, and executed by him on the 17 day of April
 1903 by taking into his possession one Black Mare
 Mule, about 7 years old, one Black Mare Mule
 about 7 years old, also one two-horse Tennessee wagon
 and one double set of harness, and whereas,
 the above bound Miles Hammonds and others

has within five days from the execution of said writ entered into this bond as required by law and thereby obtain possession of said property.

Now if the said Miles Hammond and others shall will and truly, within thirty days after the determination of said suit, if the said Miles Hammond et al be cast in said suit, deliver the property replevied, and also pay all the costs and such damages for detention as may accrue from said detention, then this obligation to be void otherwise to remain in full force and effect.

And we hereby waive the benefit of all laws exempting property from levy and sale under execution or other process for the collection of debt, by the Constitution and laws of the State of Alabama and we hereby severally certify that we have property free from all encumbrance, to the full amount of the above bond.

Miles Hammond (L.S.)
 X J. H. Collier
 X W. Y. Christopher (L.S.)
 J. W. Stuckey (L.S.)
 X J. C. Hightower (L.S.)
 M. A. Brasley (L.S.)
 Bryant Mc. Kinley (L.S.)
 J. T. Hancey Jr.
 W. H. Robinson

Approved 21st day of April 1903

E. F. Puryear, Sheriff.

Filed This 21st day of April 1903

E. F. Puryear, Sheriff.

Henry Marten
 vs.

John C. Kennedy,
 Defendant

Citizens Bank of Athens,
 Garnishee

Farmers and Merchants
 National Bank of Huntsville

Be it remembered that unto the Spring term 1903 of the Circuit Court of Limestone County, Alabama was returned an Appeal Bond and Transcript in words and figures following to-wit:

To Henry Marten, plaintiff in said Cause: You are hereby notified that the Farmers and Merchants National Bank of Huntsville, Alabama, the claimant, in the above entitled cause, has prayed an appeal from judgment therein rendered by me on to-wit, the 20th day of March 1903, and having complied with the requirements of the law in such cases, the same has been granted to the next term of the Circuit Court of Limestone

County, said term beginning on the 30th day of March 1903.

Given under my hand this 24th day of March, 1903.
J. C. Christensen
Justice of the Peace for Beat
one, Limestone County, Alabama.

State of Alabama }
Limestone County } To my Lawful Officer of said County -
Greeting:

You are hereby required to summon Citizens Bank of Athens, a corporation, personally to attend before me James C. Christensen, a Justice of the Peace in and for the county aforesaid, at my office in Athens, on the 14 day of February at 10 o'clock on said day, to answer upon oath in Garnishment at the instance of Henry Warten vs. John E. Kennedy what goods and chattels of said defendant you have in your hands or possession what sum or sums of money, or quantity of merchandise, goods or goods and chattels you ^{owe to said defendant by any existing contract} know to be in the hands of any other person belonging to said defendant and what sum or sums of money, quantity of merchandise, goods and chattels you may know to be due from any person or persons to the said defendant.

Given under my hand and seal at office, the 9 day of Feb. 1903.

Jas. C. Christensen (Seal)
J. P.

State of Alabama }
Limestone County } To my lawful Officer of said County - Greeting: -

You are hereby required to summon The Citizens Bank of Athens a corporation, personally to attend before me James C. Christensen a Justice of the Peace in and for the county aforesaid at my office in Athens, on the 14 day of Feb. at 10 o'clock on said day to answer upon oath in Garnishment at the instance of Henry Warten vs. John E. Kennedy what goods and chattels of said defendant you have in your hands or possession, what sum or sums of money or quantity of merchandise or goods and chattels you owe to said defendant, by an existing contract, and what goods and chattels you know to be in the hands of any other person belonging to said defendant and what sum or sums of money, quantity of merchandise, goods and chattels you may know to be due from any person or persons to the said defendant.

Given under my hand and seal at office the 9 day of Feb. 1903.

Jas. C. Christensen. J. P. (Seal)

State of Alabama }
 Limestone County } Justice's Court, Beat No. 1

Henry Warten } Before James C. Christensen
 W. } a Justice of the Peace in and for said County.
 John C. Kennedy }
 and Farmers + Merchants National Bank Huntsville, Ala. } Defts.
 al Alabama National Bank, Birmingham, Ala. Indorses.

The Defendant will take notice that a process of
 Garnishment has been issued in the above case and
 set for March 9th. 1903. 10 A.M. stated case, and
 served on Citizens Bank of Athens, Ala.

This the 3 day of March 1903.

Jas. C. Christensen,
 Justice of the Peace.

State of Alabama }
 Limestone County } Before me James C. Christensen in and for said
 county, personally appeared Henry Warten, who being
 duly sworn, deposes and saith that John C. Kennedy
 is indebted to the said Henry Warten in the sum of
 One hundred Dollars, for which he has commenced
 suit by Summons and Complaint, which has been
 issued before me, returnable 14 day of Feb. 1903
 against the said John C. Kennedy and that he believes
 that process of Garnishment against the Citizens Bank
 of Athens is necessary to obtain satisfaction of said
 indebtedness and that said Garnishment is supposed to be
 indebted to said defendant or has effects of the said
 Defendant in their possession or under their control,
 and that the demand or debt due to Defendant,
 which the Plaintiff seeks to condemn, is not exempt
 to said Defendant, or that the ~~defendant's~~ debt
 sued on is for necessary articles of comfort and
 support furnished the Defendant or his family
 and which were suitable to the degree and condition
 in life of the Defendant or his family and for nothing
 else.

Sworn to and subscribed before me this 9 }
 day of Febr. 1903 } Henry Warten
 Jas. C. Christensen
 J. P.

State of Alabama } Know all men by these presents,
 Limestone County } That we Henry Warten are held and firmly
 bound unto John C. Kennedy in the sum of Two
 hundred Dollars for the payment of which, well
 and truly to be made, we bind ourselves, and each

of us, our and each of our heirs, executors and administrators, jointly and severally, and we each hereby expressly waive our respective exemptions to personal property for the payment of this bond.

Given under our hands and seals this the 9 day of Febr. 1913.

The condition of the above obligation is such, That whereas the above bound Henry Marten has commenced suit in Justice Court of J. C. Christensen by Summons and Complaint, returnable to the next term of said Court, to recover of said John E. Kennedy and has on the day of the date hereof, prayed that Writ of Garnishment issue to the Citizens Bank of Athens to answer what they are indebted to, or what effects of Defendant they have in their possession or under their control and said Plaintiff having made oath and entered into this bond as required by law in such cases, has obtained said Writ of Garnishment returnable to the next term of the said Justice Court of J. C. Christensen.

Now if the said Plaintiff shall prosecute his suit to effect, and pay the Defendant all such damages as he may sustain from the wrongful or vexatious suing out of said Garnishment, then this obligation to be null and void, otherwise to remain in full force and effect.

Approved this 9 day of Febr. 1913 } Henry Marten (L. S.)
 J. C. Christensen } J. R. Godin (L. S.)
 J. P. } Fred Gray (L. S.)
 Filed 9 day of Febr. 1913
 J. C. Christensen. J. P.

In the Justice Court of J. C. Christensen, Justice of the Peace for Athens precinct.

Henry Marten, Plaintiff
 H.

John E. Kennedy, defendant
 Citizens Bank, garnishee,
 The Merchants & Farmers
 National Bank, claimant

The garnishee, The Citizens Bank, having regularly answered in the above styled proceeding and suggested in said answer that the claimant above named claimed the sum so held under National Bank, claimant the plaintiff's garnishment as its own; and by agreement made in open court between the plaintiff and the said claimant and the said garnishee, the sum so held under said garnishment was paid into this court without prejudice and said garnishee was, by agreement and consent of the court discharged and exonerated in all things, and said claimant having appeared to contest such garnishment

of said sum and to assert its claim thereto and said contest was set for trial on the 20th day of March 1903.

Now, on the 20th day of March 1903 came the claimant and propounded his claim as required by law; and issues being made up as provided by section 2200 of the code by and between the plaintiff and the claimant, and the court after full hearing on the law and the evidence and due consideration of the law and the proof, finds that the plaintiff is entitled to recover and so finds the issues in the cause.

Therefore it is ordered, adjudged and decreed that Henry Warten, the plaintiff, have and recover of the garnishee the said sum of One Hundred Dollars now held by the court by agreement and that the claimant pay the costs of this contest, for which let execution issue.

March 20th. 1903.

J. W. C. Christensen.

State of Alabama } Justices Court Dist No. One
Simonton County } J. P.
Henry Warten, Plaintiff } v. John E. Kennedy, Defendant
and

Citizens Bank of Athens, Alabama, Garnishee
The claimant herein, The Farmers and Merchants National Bank of Huntsville, Alabama, avers that the money in the hands of the Citizens Bank of Athens, Alabama, to which reference is made in its answer, as Garnishee, belongs to and is the property of this claimant. On the 2nd day of February, 1903, this claimant paid to the Defendant, John E. Kennedy, the sum of One Hundred (\$100) Dollars for a certain draft drawn by him on Henry Warten, the Plaintiff in this suit; that said draft was then in due course of mail, forwarded to the Chattanooga National Bank for collection and, as claimant is informed, was forwarded by the Chattanooga National Bank to the Alabama National Bank at Birmingham, Alabama, and by said Alabama National Bank was forwarded to the Citizens Bank of Athens for collection, and said draft was collected by said Citizens Bank of Athens, Alabama, the same being the property of this claimant.

The Farmers & Merchants National Bank
of Huntsville Alabama.

By W. J. Mellman

President.

State of Alabama } Before me John A. Matthews a Notary Public
Madison County } in and for said County and State this day personally
appeared James R. Boyd, who makes oath in due form
of law that he is the Cashier of the Farmers and Merchants
National Bank of Huntsville, Alabama and as such, is
authorized to make this affidavit that the facts set
forth in the foregoing claim are true.

James R. Boyd
Cashier

Sworn to and subscribed before me this 7th day of March 1903.
Filed March 20th 1903 J. C. Christensen, J. P. John A. Matthews.

Filed March 8th 1903.

George Malone, Clerk.

The State of Alabama } Know all men by these presents, That we
Limestone County } Farmers National Bank of Huntsville, Alabama
as principal, and N. J. Mollman and J. R. Boyd, as sureties
are held and firmly bound unto Henry Warton in the
sum of Twenty Five Dollars, for the payment of which
well and truly to be made, we bind ourselves and each of
us, our and each of our heirs, executors and administrators,
jointly and severally, and we each of us waive our
rights to exemption under the Constitution and laws
of Alabama, as against this bond.

The condition of the above obligation is such, That
if the above bound Farmers National Bank of Huntsville,
Alabama shall prosecute to effect an appeal by him
taken this day to the next term of the Circuit Court
of Limestone County from a judgment rendered
against them in favor of said Henry Warton by
Jas. C. Christensen a Justice of the Peace for said County
\$90/100 Dollars costs, or if he fail in said appeal,
shall pay such judgment, with as to debt and costs, as may
be rendered against him by the said Justice Court of
Beat (1) Then, in either of said events, this obligation
to be void; otherwise to remain in full force and effect.

Given under our hands and seals, the -

The Farmers & Merchants National (L.S.)
Bank of Huntsville, Alabama.

By N. J. Mollman, President (L.S.)

N. J. Mollman (L.S.)

J. R. Boyd (L.S.)

Approved March 24, 1903

J. C. Christensen

Justice of the Peace.

The State of Alabama } Before me John A. Matthews, Notary Public
Madison County } in and for said county and state, This day
personally appeared W. J. Mullman and J. R. Boyd
who being duly sworn, state, that they and each of them
are worth One Hundred Dollars in excess of their
liabilities and exemptions, in property situated in
said county and state
Sworn to and subscribed } W. J. Mullman.
Before me this 23rd. } J. R. Boyd.
day of March 1903 }

John A. Matthews
Notary Public
Filed March 24, 1903

George Malone
Clerk.

Amos Moore
841 W.
The Louisville & Nashville
Railroad Company, a
Corporation } Be it remembered that unto the
Fall term 1903 Circuit Court of
Limestone County, Alabama was returned
a summons and complaint in words and
figures following to-wit:-

The State of Alabama } No. 841 Circuit Court
Limestone County } Fall Term. 1903
To my Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon The Louisville
and Nashville Railroad Company a Corporation to appear
at the next term of the Circuit Court to be held for
said county at the place of holding the same then
and there to answer the complaint of Amos Moore
Witness my hand and seal this 22nd day of June
1903

Geo. Malone Clerk

By W. H. Turrentine Deput. Clerk.

Complaint

Amos Moore, Plaintiff
vs.

The Louisville & Nashville
Railroad Company a Corporation, Defendant

The plaintiff claims of the defendant a corporation chartered
under the laws of the State of Kentucky the sum of
seventy-five dollars as damages for this, that on to-wit:
the 14th day of May, 1903, the said defendant was
operating a railroad within the limits of Limestone
County, Alabama; that on said day, in said county,
the said defendant unlawfully killed a mule,
or so injured it that it died, the property of plaintiff

to his damage in the aforesaid sum of seventy-five dollars. Hence this suit.

- 2- The plaintiff claims of defendant a corporation chartered under the laws of the State of Kentucky, the sum of seventy-five dollars as damages for this, that whereas, to wit: The 14th day of May, 1913 the defendant was operating a railroad in the County of Limestone and State of Alabama. That on said day, to wit the 14 day of May 1913, said defendant while so operating said railroad so negligently operated said railroad that it ran its locomotive engine or cars against a mule the property of the plaintiff, and killed said mule or so injured it that it died; that because of such negligent killing of ^{injury to} said mule by defendant this plaintiff was damaged in the aforesaid sum of seventy-five dollars. Hence this suit.
- 3- The plaintiff claims of the defendant the sum of seventy-five dollars for that, it is a corporation chartered under the laws of the State of Kentucky and operates a railroad in Limestone County, Alabama, and plaintiff avers that said defendant negligently and carelessly ran one of its locomotives, trains or cars against or on a mule, the property of the plaintiff, to his damage as aforesaid in the said sum of seventy-five dollars. Hence the suit.
- 4- The plaintiff claims of the defendant, a corporation chartered under the laws of the State of Kentucky and operating its railroad through the County of Limestone, in the State of Alabama, the sum of seventy-five dollars as damages, for this, that, whereas, to wit: on the 14 day of May 1913, in said Limestone County, Alabama the defendant killed, or so injured it that it died from the effects thereof, one mule, the property of the plaintiff through and by reason of negligence or want of skill on the part of defendant's agents in the management or running of its locomotive, train or cars. Hence this suit.
- 5- The plaintiff claims of the defendant, a corporation chartered under the laws of the State of Kentucky and operating a railroad through Limestone County, Alabama, the sum of seventy-five dollars, as damages, and plaintiff avers that said defendant negligently and carelessly ran one of its locomotives, trains or cars against or on one mule the property of plaintiff.

and killed said mule or so injured it that it died, from the effects thereof, all to the damage of this plaintiff in the aforesaid sum of seventy-five dollars. Hence this suit.

6- The plaintiff claims of the defendant a corporation chartered under the laws of the State of Kentucky operating a railroad in Limestone County, Alabama the sum of seventy-five dollars, for this, that, whereas on, to wit: The 14 day of May 1903 the said defendant, in said Limestone County, killed or so injured by running against or on it its locomotive train, or cars one mule, the property of the plaintiff, all to his damage in the aforesaid sum of seventy-five dollars. Hence this suit.

H. R. Walker,
Attorney for plaintiff.

Received in office June 22, 1903
E. F. Puryear, Sheriff.

I have executed the within writ this June 22, 1903 by leaving a copy of the within summons and complaint with G. L. Sherrill Station Agent of the Louisville and Nashville Railroad Company at Athens Limestone County, Alabama

E. F. Puryear, Sheriff.
By J. E. Clem,
Deputy Sheriff.

Filed June 22, 1903
Geo. Malone, Clerk.

Felix G. Wilson, Plaintiff } Be it remembered that unto
842 Vol. }
The L. & N. R. R. Defendant. } the summer term 1903 of the
Co. } Circuit Court of Limestone County
Alabama was returned a summons
And complaint in words and figures to wit:

State of Alabama } No. 842. Circuit Court
Limestone County } To my Sheriff of the State of Alabama
Greeting:
You are hereby commanded to summon The Louisville & Nashville Railroad Company, a corporation, to appear at the next term of the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of Felix G. Wilson.

Witness my hand this 24, day of June, 1903
Geo. Malone, Clerk.
By W. J. Turrentine, Deputy Clerk.

Complaint

Felix G. Wilson }
 Plaintiff } vs. { The Louisville & Nashville Railroad
 Company, a Corporation
 Defendant.

The Plaintiff sues to recover the following tract of land to wit: A strip of land thirty feet wide and thirteen hundred and twenty feet long, lying in the west part of the SE 1/4, South-East quarter of Section thirty six, township one, range four, west, being west of the right of way of the Nashville & Decatur Railroad Company, in Limestone County, Alabama, of which, he was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withheld, together with five hundred dollars for the detention thereof.

2 - The plaintiff sues to recover possession of the following tract of land, to wit: A strip of land in the west part of the South-east quarter of section thirty-six, township one, range four, west, in Limestone County, Alabama, being thirty feet wide and thirteen hundred and twenty feet long, and lying next to and just west of, that portion of land adjoining the right of way of the Nashville & Decatur Railroad Company heretofore conveyed by plaintiff to the latter named company, of which he was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withheld, together with five hundred dollars for the detention thereof.

N. R. Walker

Atty. for plaintiff

Received in office June 23, 1903.

E. F. Puryear, Sheriff.

I have executed the within writ on June 24, 1903 by leaving a copy of the within summons and Complaint with G. L. Sherrill, station agent of the Louisville & Nashville Railroad Company at Athens, Alabama.

E. F. Puryear, Sheriff.

J. E. Clem, Deputy Sheriff.

Filed June 24, 1903

Wm. Malone, Clerk

By W. J. Turrentine, Deputy Clerk.

Felix G. Wilson
 Plaintiff
 vs.
 The L. & N. Railroad Company
 Defendant

Be it remembered that unto the
 term 1903 of the Circuit Court of
 Limestone County, Alabama was
 returned a summons and Complaint
 in words and figures to wit:

State of Alabama }
 Limestone County }
 Summons
 Circuit Court

To any sheriff of the state of Alabama - Greeting:
 You are hereby commanded to summon The Louisville
 & Nashville Railroad Company, a corporation to
 appear at the next term of the Circuit Court to
 be held for said County, at the place of holding
 the same, then and there to answer the complaint
 of Felix G. Wilson

Witness my hand, This 24, day of June 1903

Geo. Malone, Clerk

By W. H. Turrentine

Deputy Clerk

Felix G. Wilson }
 Plaintiff }
 vs. }
 The Louisville & Nashville Railroad
 Company, a corporation
 Defendant.

The plaintiff claims of The Defendant nineteen hundred
 and ninety-nine dollars, damages for a trespass
 by the defendant on the following tract of land to
 wit: A strip of land thirty feet wide and thirteen
 hundred and twenty feet long, lying in the west
 part of the South-East quarter of Section Thirty-
 six, Township one, Range four, in Limestone County,
 Alabama, belonging to the plaintiff, and for digging
 a ditch and throwing up an embankment thereon,
 on, to wit: The 28 day of November, 1901.

2 - The plaintiff claims of The defendant nineteen
 hundred and ninety-nine dollars, damages for a trespass
 by the defendant on the following tract of land, to
 wit: A strip of land thirty feet wide and thirteen
 hundred and twenty feet long, lying in the west part
 of the SE $\frac{1}{4}$ of Section Thirty-six, Township one, Range
 four, west, in Limestone County, Alabama, in the
 possession of plaintiff and for digging a ditch
 thereon, on to wit: The 28, day of November 1901.

W. P. Walker

Atty. for Pltff.

Received in office June 25, 1903
E. F. Puryear, Sheriff

I have executed the within writ on June 25, 1903,
by leaving a copy of the within summons and
Complaint with E. K. Cherrill Station Agent
of The Louisville + Nashville Railroad Company
at Athens, Alabama.

E. F. Puryear
Sheriff

J. E. Clem

Deputy Sheriff

Filed June 24, 1903

Geo. Malone, Clerk

By W. H. Furrentine, Deputy Clerk

William Lewis et al
Plaintiff
844 vs
Louisville + Nashville
Railroad Company
Defendant

Be it remembered that unto the term
1903 of the Circuit Court Limestone County
Alabama was returned a summons and
Complaint in words and figures to wit: -

Summons

The State of Alabama }
Limestone County }

Circuit Court

To my Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon The Louisville and
Nashville Railroad Company, a corporation, to appear at
the next term of the Circuit Court to be held for said
County, at the place of holding the same, then and there
to answer the complaint of William Lewis, Amanda Adams,
Dina Lewis and Dolly Gilbert.

Witness my hand, this 14th day of July 1903
Geo. Malone, Clerk

Complaint

William Lewis, Amanda
Adams, Dina Lewis,
Dolly Gilbert,
Plaintiffs

vs. { The Louisville and Nashville
Railroad Company
Defendant

The plaintiffs claim of the defendant, The Louisville
and Nashville Railroad Company, a corporation, the sum
of One Thousand dollars damages for a willful, wanton
or malicious trespass by the defendant on the following
described lot or parcel of land, to wit: - beginning two
hundred feet south of the north-east corner of section
twenty-nine, township one, range four, west and on
the east rail of the track of the "Y" at Calhoun,

Alabama, and running south two hundred feet to the east rail of the track of the said "Y" and thence north up the main track of the defendant two hundred and ten feet and thence east seventy feet to the point or place of beginning, all in Limestone County, Alabama, belonging to or in the possession of the plaintiffs, and for digging up said lot or piling up on said lot or parcel of land earth or dirt or rock or timbers or steel or iron, or either of said substances, on to wit: The first day of April, 1899.

Count 2.- The plaintiffs claim of the defendant the said sum of one thousand dollars damages for a trespass by the defendant on the following described lot or parcel of land, to wit: Beginning two hundred feet south of the north-east corner of section twenty-nine, township one, range four, met and on the east rail of the track of the "Y" at Elkmount, Alabama, and running south two hundred feet to the east rail of the track of the said "Y", thence north up the main track of the defendant two hundred and ten feet, and thence east seventy feet to the point or place of beginning, all in Limestone County, Alabama, belonging to or in the possession of the plaintiffs, and for disturbing the earth on said lot or parcel of land, or for piling earth timbers or other substances thereon, on to wit: The first day of April 1899.

And, the plaintiffs aver that the said trespass was wilful or wanton or malicious and was so wantonly or wilfully or maliciously committed by the defendant on to wit said date and the plaintiffs claim for said trespass is committed by the defendant, the said sum of one thousand dollars damages as and for punitive or vindictive damages from this defendant.

Count 3.- The plaintiffs claim of the defendant the said sum of one thousand dollars damages for a wilful or wanton or malicious trespass wilfully or wantonly or maliciously committed by this defendant on the said lot or parcel of land herein above described in counts one and two of this complaint, which description of said lot or parcel of land is here adopted, and made a part of this count of the complaint for all purposes, belonging to or in the possession of the plaintiffs, said lot or parcel of land, being situated in Limestone county, Alabama, and for disturbing the soil and surface of said lot or parcel of land by digging it down or by piling various substances

upon it on, to wit: the first day of April, 1899.
And the plaintiffs claim said sum of one thousand dollars, as and for punitive or vindictive damages for said trespass was committed by said defendant on said lot or parcel of land wilfully or wantonly or maliciously, and was and has been continuous since said date, to wit: the first day of April, 1899, to the date of the filing of this complaint.

And the plaintiffs aver that from the first day of April, 1899, or about that date and time the defendant has used and occupied said lot and parcel of land as a part of its railroad business and for the purpose of handling and operating its trains and cars and that such use and occupation was begun on to wit: the first day of April, 1899, by a wilful or wanton or malicious trespass upon said lot or parcel of land and has continued continuously up to this time. For which trespass as thus committed the plaintiffs claim the said sum of one thousand dollars damages from the defendant.

Wm. C. Mc Clellan
Atty. for plaintiffs.

I have executed the within writ this July 14 - 1903 by leaving a copy of the within summons and complaint with George L. Sherrill station agent of the Louisville & Nashville Railroad Company, at Athens, Limestone County, Alabama.

E. F. Puryear Sheriff
J. E. Clem, Deputy Sheriff
Filed July 14th 1903
Geo. Malone
Clerk.

Richard B. Patterson
Plaintiff
845- vs.
Louisville & Nashville
R. R. Co.
Defendant

Be it remembered that unto the term 1903 of the Circuit Court Limestone County Alabama was returned a summons and complaint in words and figures to wit:
Summons

The State of Alabama
Limestone County

Circuit Court

To my Sheriff of the State of Alabama - Greeting:-
You are hereby commanded to summon The Louisville & Nashville Railroad Company, a corporation chartered under the laws of the State of Kentucky to appear at the next term of the Circuit Court to be held

In said County, at the place of holding the same
then and there to answer the complaint of
Richard B. Patterson

Witness my hand this 28th day of July 1913.
George Malou, Clerk.

The State of Alabama } In the Circuit Court.
Limestone County }

Richard B. Patterson - Plaintiff

vs.

The Louisville & Nashville Railroad Company, a corporation chartered
under the laws of Kentucky, Defendant.

The plaintiff claims of the defendant, The Louisville & Nashville Railroad Company, a corporation chartered under the laws of the State of Kentucky, the sum of twenty thousand dollars, as damages, for this, that whereas, the said defendant controls and operates a railroad for the carriage of passengers and freight for hire, between the town of Athens, Alabama and the City of New Orleans, Louisiana: that on to wit: the 19th day of May, 1913, plaintiff went to the depot of defendant at the town of Athens, Alabama and there purchased from said defendant a railroad ticket which permitted him, the said plaintiff, and gave him the right, to ride over the line of said defendant from the said town of Athens to the City of New Orleans and to ride from the said City of New Orleans to the said town of Athens, being what is termed a round trip, issued on account of the Confederate re-union at New Orleans; the plaintiff rode on said ticket over the line of the defendant to New Orleans from the said town of Athens and from New Orleans to the said town of Athens; and plaintiff after reaching his destination, the said town of Athens, alighted from the cars at said point that there was only a dim light in the depot, none at all being on the platform save such as appeared from said dim light in the office at the said depot; that at said depot was a platform of the height of, to wit: three feet; that passengers after debarking from the cars had for years been in the habit of crossing the platform at said depot for the purpose of going up to the public square; that it was a route usually and often travelled by parties having business at said depot and by passengers going to the depot

and departing therefrom. That plaintiff saw on the occasion mentioned, no employee of said defendant at or about the depot to light them off of said platform or to aid him in any way in leaving the same; that the platform sets east and west; that passengers disembark on the east side of said platform which platform is reached by a flight of steps. That he as was usual, went up said steps and crossed over the platform to the west side thereof, on which no light was nor shone, and the manner of getting off of said platform was by means of a flight of narrow steps, about six feet in width; that the length of said platform on the west side is in the neighborhood of two hundred feet; that it was dangerous from the fact that there were no signs, or ought else, to direct one to the spot where the steps were located; that plaintiff while endeavoring to find said steps fell off the platform and broke his hip bone, that this was on the morning of May 23rd. 1903, at about one O. clock; that the night was dark and the steps had to be found by feeling for them; that it was the duty of the defendant so to arrange and provide its platforms and approaches to and from its depot, to which the public were invited to go for the transaction of business with said defendant, in such a way that those thus invited to go to its place of business could do so with safety; and it was the duty of said defendant to provide safe means of egress from its station for all passengers; and plaintiff avers that said defendant failed to do its duty in the particulars above mentioned, by reason of which negligent failure of the defendant to provide such safe means of ingress and egress for its passengers the plaintiff received the injuries above set forth, has been confined to his bed since said injury, is now unable to walk, has suffered great pain and mental anguish, has incurred heavy bills for medicine and medical treatment and the indications are that plaintiff will never be able to walk without artificial aid, and the plaintiff avers, all of which is due to the negligence and failure of the defendant to discharge its duty to the plaintiff on the premises. all to said plaintiff's damage in the aforesaid sum of twenty thousand dollars. Hence this suit.

2.- The plaintiff claims of the defendant the sum of twenty thousand dollars, as damages, for this that whereas, on to wit: the 19th. day of May

1903, the defendant offered to carry the plaintiff from the town of Athens, in the state of Alabama to the city of New Orleans, in the state of Louisiana and to bring him from the city of New Orleans aforesaid, to the said town of Athens over its line of railroad, which it was operating for the carriage of freight and passengers for hire. That plaintiff accepted said offer and paid the defendant the sum of ten dollars and thirty-five cents for a ticket evidencing his right to make the trip over the road of defendant from Athens aforesaid to New Orleans and return from the latter point to the former one; That in accordance with said agreement to carry plaintiff, plaintiff took passage over defendant's road and went to New Orleans from said town of Athens and after remaining in New Orleans several days he took passage on said line to return to the said town of Athens from New Orleans. That on to wit: The 23 day of May, 1903 at about one o'clock in the morning, it being then dark, the plaintiff got off of the train or cars of said defendant at the town of Athens, the point of his destination. That at said station the depot is west of the track of defendant and is surrounded by a platform about four feet high which is reached from the main track, or side track, by a flight of steps that it is then necessary to cross the platform which runs north and south, the whole being in the neighborhood of two hundred feet long and fifty feet wide; That on the west side of said platform there is a flight of several steps, the same being about six or seven feet in length. That it is necessary to descend these steps or jump off of said platform in leaving the same; That there has been for many years a way across a vacant lot west of said depot platform owned by the defendant's lessee but now controlled by the defendant over which passengers to and from said train have been invited to go by the said defendant, either impliedly or expressly. That it has long been the custom, under the license of the defendant to use this way by all persons having business with the defendant and by all passengers going to or leaving the said depot, should they so wish to do. That plaintiff found no light on the said platform or any where else about the depot premises, when he alighted from the cars of the defendant on the morning mentioned, save a dim light of a kerosene lamp

in the telegraph office, which office is situated on the east side of the depot and a light therein affords none to parties on the west side of the said platform. That plaintiff saw no one of the employees of the defendant on that occasion, nor any person who could show him the way with a light; that plaintiff thereupon went up the east flight of steps and walked over the platform mentioned to the west side, where in attempting to descend the steps, or to find the same, he fell off the said platform, without fault on his part, and by such fall sustained an extracapsular fracture of the neck of the femur, commonly called a fracture of the hip joint together with other bruises and injuries. That said fall and consequent injuries were because of the failure of the defendant to keep its platform properly lighted so that its passengers leaving its trains might be able to do so without danger to themselves. That it was the duty of the defendant to maintain its platform and the approaches thereto in such condition that passengers could leave its trains and proceed on their way without incurring the risk of dangerous hurts because of the lack of proper facilities. That because of this failure of the defendant to do its duty in this respect, plaintiff avers that his said injuries resulted, that he was caused much physical pain and great mental anguish and pain that he lost the opportunity to continue at his usual labor, that he has incurred heavy expense in the shape of doctors bills and bills for medicines and expenses for other things necessarily consequent. That he has been deprived of the ability to ever continue at his former business as he believes that he is a permanent cripple; all the to his damage in the aforesaid sum of twenty thousand dollars. Hence this suit.

3 - The plaintiff claims of the defendant the sum of twenty thousand dollar, as damages, for this, that whereas, the said defendant is a common carrier of passengers and freight for hire between the town of Athens, Alabama, and the city of New Orleans, Louisiana; that, on, to wit: the 18th day of May, 1903, the said defendant contracted with the plaintiff to carry him to the said city of New Orleans from the said town of Athens, and to bring him back from the said city of New Orleans to the said town of Athens, for the sum of to wit: ten and 35/100 dollars which sum was all that was required of the plaintiff by the defendant for the service

mentioned, and which plaintiff paid to said defendant; that it thereupon became the duty of said defendant to see that the plaintiff was not endangered by being invited to alight at a dangerous place, and it also became the duty of said defendant to provide a safe way for this plaintiff to depart from its depot and grounds when he was disembarked at said town of Athens on his return trip thereto; that said defendant has for many years permitted and impliedly invited passengers to come to its depot for the purpose of embarking on their journey, and also to leave the said depot after alighting from its trains by walking on its platform at said depot; that said platform is about four feet high and runs lengthwise north and south, that the entrance to and upon said platform after leaving the cars, when one wishes to go to the public square in the town of Athens is by a flight of several steps upon the east side of said platform. That in order to finish his journey up to the public square there are provided certain steps about six feet long, on the west side of said platform which is of the said height of about four feet. That plaintiff left New Orleans on the train or cars of said defendant under and by virtue of the contract afore-mentioned; that he reached the said town of Athens on the regular ^{passenger} train of this defendant about one o'clock in the morning of the 23rd day of May 1903; that upon his arrival at the depot of said town of Athens he alighted and the night was dark; that he found no light on the depot platform, though there was a dim light from a kerosene lamp burning in the telegraph office in the said depot, being situated on the east side thereof, and the lamp not extending to the west side of the depot building, or not sufficiently to light the west side of the platform; that plaintiff looked around and saw no one in the employ of the said defendant to light him down the steps of said west side of the platform; that there is an ordinance of the town of Athens requiring the said defendant to light its crossings just north and south of said depot, said ordinance being as follows:

"Sec. 268. Railroad Crossings lighted.- The Louisville & Nashville Railroad Company, operating the Nashville & Decatur Railroad Company, is hereby required, the same being deemed necessary by the Mayor and Council of the town of Athens, to light a portion of its railway within the corporate limits of the said town with electric lights, by causing one electric lamp

with the necessary attachments similar in all respects to the electric lamps & attachments now used in lighting the streets of said town to be erected over said ^{railroad} track in the limits of said town at each of the following places: At the intersections of railroad with Washington Street, Market Street and North Street."

And that section 269 of the Code of the town of Athens reads as follows:

"Sec. 269 - The number of hours said electric lights shall be required to be lighted during each period of twenty-four hours shall be the same as the said board, does now, or may hereafter, require. The electric lights within the limits of said town for lighting streets to be lighted."

And plaintiff avers that the said defendant had not nor ever has complied with the law of the said town of Athens, the platform mentioned, would have been sufficiently lighted to have enabled plaintiff to have passed over said platform and down the steps thereof without danger or injury; that the negligent failure of said defendant to comply with the said law of the town of Athens resulted in the plaintiff falling off of said platform as he was leaving the depot and premises of the defendant after his arrival at his destination, the said town of Athens; that in consequence of such failure of duty on the part of defendant to comply with the laws of said town of Athens this plaintiff fell off of said platform as he was leaving the depot of said defendant and sustained a fracture of the hip-joint, that he has suffered much mental anguish and pain, that he has endured great physical suffering, that he is now permanently injured to the extent that he will never be able to move about without artificial aid that he has incurred great expense in the shape of bills for medical services and medicine, that he has been ever since said injury, and is now confined to his bed and unable to use himself without aid: all to his great damage in the aforesaid sum of twenty thousand dollars. Hence this writ.

W. R. Walker

Atty. for Plaintiff.

Received in office July 28th 1903

E. F. Puryear, Sheriff.

I have executed the within writ July 28, 1903 by leaving a copy of the within summons and complaint with G. L. Shurill as Station Agent of the Louisville & Nashville Railroad Company, at Athens Alabama

E. F. Puryear, Sheriff.

J. E. Clem,
Deputy Sheriff
Filed July 28th. 1903
Geo. Malone, Clerk

Garr, Scott & Co.
846 Vt. Plaintiff } Be it remembered that under the
George W. Nasson } summer term 1903 of the Circuit Court
Limestone County, Alabama was returned
Defendant } a summons and complaint in words and figures
to wit:

Summons
The State of Alabama }
Limestone County } Circuit Court

To any Sheriff of The State of Alabama. Greeting:
You are hereby commanded to summon George
William Nasson to appear at the next term of The
Circuit Court, to be held for said County, at the usual
place of holding the same, then and there to answer
complaint of Garr, Scott and Company, a corporation
chartered and existing under the laws of the State of
Indiana.

Witness this 28th. day of July 1903.
George Malone
Clerk.

Complaint

Garr, Scott & Co.
a corporation chartered
and existing under the
laws of the State of Indiana }
Plaintiff } Vt. } George William Nasson
Defendant

The Plaintiff claims that of the Defendant the sum of
One Hundred and sixty Dollars due by promissory
note made by the Defendant in the name of G. W.
Nasson and by J. O. Fry, (the said Fry not being herein
sued), on the 3rd. day of July, 1899, and payable to
the plaintiff in the name of "the incorporated company
of Garr, Scott & Co." on the first day of January 1900,
with interest thereon from date at the rate of six
per cent per annum. The Plaintiff admits that
said note is entitled to a credit of One hundred and
nine + 1/10 (\$109.10) dollars. July 27th. 1899.

The plaintiff claims of the defendant the further
sum of ten per cent of the amount of principal
and interest due upon said note as attorney's
fee for the collection of said note by an attorney.

90
and the plaintiff avers that ten per cent of the amount of principal and interest due upon said note is a reasonable attorneys fee for the collection thereof.

2. The Plaintiff further claims of the defendant the sum of One hundred and sixty Dollars, due by promissory note ~~made~~ made by the Defendant, in the name of G. W. Nasson, and by T. O. Fry (the said T. O. Fry not being herein sued) on the 3rd day of July, 1897 and payable to the plaintiff by the name of The Incorporated Company of Gurr, Tott & Co) on the first day of January 1900 with interest thereon from date at the rate of six per cent per annum.

The plaintiff claims of the defendant the further sum of ten per cent of the amount of principal and interest due upon said last mentioned note, as attorneys fee for the collection thereof, the defendant having stipulated in writing in and by said note to pay reasonable attorneys fees, in the event of the collection of said note by an attorney, and the plaintiff avers that ten per cent of the amount of principal and interest due upon said note is a reasonable attorneys fee for the collection thereof.

W. J. Sanders

Atty. for Pltff.

I hereby acknowledge service of the within summons and Complaint and return copy of same, and all further process whatever.

July 28th 1903

Geo. William Nasson

Filed July 28th 1903

Geo. Malone

Clerk.

Kate Petty + Charles
Anderson Admr.

Plaintiff
\$47 W.
L. + N. R. R. Co

Be it remembered that unto the summer term 1903 Circuit Court Limestone County was returned a summons and complaint in words and figures to wit:

Summons

The State of Alabama
Limestone County

Circuit Court

You are hereby commanded to summon The Louisville + Nashville Railroad Company to appear at the next term of the Circuit Court to be held in said county, at the place of holding the same, then and there to answer the complaint of Kate Petty and Charles Anderson as administrators of the estate of Gus Petty deceased.

Witness my hand This 30th day of July 1903
George Malone,
Clerk.

Complaint

The State of Alabama
Limestone County

In the Circuit Court

Kate Petty and Charles Anderson, as administrators of the estate of Gus Petty, deceased.

Plaintiffs

W.

Louisville and Nashville Railroad Company, Defendant.

1- The plaintiffs in their capacity as administrators of the estate of Gus Petty, deceased, claim of the defendant corporation, the sum of Ten Thousand Dollars damages, and allege that on or about the 28th day of July, 1903, defendant was engaged in operating its line of railway through Morgan County, Alabama, and running thereon its engines, cars and trains, which cars engines and trains were propelled by steam; and plaintiffs allege that on the date aforesaid, plaintiffs' intestate was hired by and was in the employ and service of the defendant, working as a laborer in a cinder pit on a side track on or near defendant's line of railway at or near defendant's shops near New Decatur, in Morgan County, Alabama.

And plaintiffs allege that at the time of the grievance herein after named, while plaintiffs' intestate in the discharge of his duties in the line of his employment was in said cinder pit engaged in throwing out cinders from said pit, and without notice or warning.

of danger in time for him to escape safely from said pit, and without fault on his part, an engine operated, controlled and propelled by one James Cunningham, was backed over plaintiff's intestate and as a proximate consequence thereof, both of plaintiff's intestate's arms were caught, and he was so badly injured thereby, that he died a few hours thereafter from the injuries so received.

And plaintiffs allege that the death of plaintiff's intestate was caused by the negligence of said James Cunningham who was also in the employment and service of defendant as a hostler, and who had intrusted to him by the defendant the charge and control of said engine, in this: That said Cunningham knowing or having good reason to know that certain employees of defendant were at work in said cinder pit, without ringing the bell or blowing the whistle of said engine, or without giving warning or signal of the approach of said engine over said pit, where said employees were at work in said pit, and by reason of such negligence and carelessness on the part of said Cunningham, plaintiff's intestate received said injuries resulting in his death.

2- The plaintiffs adopt all that part of count number (1) down to and including the words "injuries so received" and add the following as a part of count number (2) to wit: and plaintiffs allege that the death of plaintiff's intestate, was caused by the wrong, carelessness and negligence of one James Cunningham, who was also in the employment and service of the defendant as a hostler and who had intrusted to him by the said defendant the charge or control of said engine, in this: That said Cunningham, well knowing, or having good reason to know that certain employees of defendant were at work in said cinder pit, without giving any warning or signal of the approach of said engine, backed said engine a great distance beyond the regular stopping place for said engine to be placed when placed for an outgoing trip, to wit: thirty feet, and over said pit where plaintiff's intestate was at work, and by reason of such wrong, carelessness and negligence of said Cunningham, plaintiff's intestate received said injuries resulting in his death.

3- The plaintiffs adopt all that part of count number (1) down to and including the words "injuries so received" and add the following as part of count number three (3) to wit: and plaintiffs allege that the death of plaintiff's intestate was caused by the negligence

of one James Cunningham, who was also in the employment and service of defendant as a hostler, and who had intrusted to him by the defendant the charge or control of said engine and while in the exercise of his charge or control of said engine, and while in this, that the said Cunningham having equipped said engine for an outgoing trip and having been intrusted with the duty of placing said engine on the side track near the main line preparatory for said engine to go on said trip and well knowing, or having good reason to know that certain employees of defendant were at work in said cinder pit, without giving any signal or warning of the approach of said engine backed said engine a good distance beyond its usual stopping place when placed for an outgoing place trip, to wit, about 75 ft. and over said pit where plaintiff interstate was at work, and by reason of such wrong carelessness and negligence on the part of said Cunningham, plaintiff interstate received said injuries resulting in his death.

4 - The plaintiff claims the defendant corporation the sum of Ten Thousand Dollars, damages, for that on or about the 6th day of July 1913, defendant was engaged in operating its line of railway through Morgan County, Alabama, and running thereon its engines, cars and trains, which cars, engines and trains were propelled by steam, and plaintiff alleges that on the date aforesaid, plaintiff interstate was hired by and was in the service and employ of the defendant, working as a laborer in a cinder pit on a side track on or near defendant's line of railway at or near defendant's shops near New Decatur, in Morgan County, Alabama. And plaintiff alleges that at the time herein before mentioned, defendant did hire and have in its employ and service another person whose name is unknown to the plaintiff, but to whom the defendant intrusted the duty of an engineer upon the locomotive or engine herein after mentioned, and plaintiff further alleges that defendant also had in its employ and service James Cunningham who was intrusted by defendant with the duties of a hostler and who was on said engine at the time herein before mentioned, keeping a lookout from said engine for objects that might be on the track.

And plaintiff alleges that at the time of the occurrence herein after named, while plaintiff interstate in the discharge of his duties in the line of his employment was in said cinder pit engaged in throwing out cinders from said pit, and without notice or warning

of danger in time for him to escape safely from said pit, said engineer backed one of defendant's engines over plaintiff's intestate and as a proximate consequence thereof, both of plaintiff's intestate's arms were crushed and he was so badly injured thereby that he died a few hours thereafter from the injuries so received. And plaintiff alleges that the death of plaintiff's intestate was caused by the negligence of one James Cunningham, in this, that while the plaintiff's intestate was in said cinder pit engaged in the performance of his duties in throwing out cinders, said Cunningham negligently allowed said engineer to remain unaware of the fact that certain employees of defendant were at work in said pit, although he said Cunningham well knew said fact, although it was his duty at such holder, to have informed said engineer of such perilous position of said employees among whom was plaintiff's intestate and by reason of such wrong, carelessness and negligence said engineer backed his said engine over said pit where said employees were at work without any signal or warning to said employees of the approach of said engine in time for them to escape, and plaintiff's intestate received said injuries resulting in his death: hence this suit.

J. C. King

Attorney for Plaintiff.

The plaintiff demand a jury for the trial of this cause.

J. C. King

Attorney for Plaintiff.

I have executed the within writ this July 30th. 1913 by leaving a copy of the within summons and Complaint with Geo. L. Thrill, Station Agent at Wetumpka, Ala. for the Defendant.

C. F. Puryear

Sheriff.

Filed July 30th. 1913

Geo. Malone

Clerk.

848 W. Montgomery & Clark } Be it remembered that unto the summer
 Plaintiff } term 1903, Circuit Court Limestone County
 C. F. Puryear } was returned a summons and complaint
 in words and figures to wit: -

Summons
 The State of Alabama }
 Limestone County } Circuit Court

To any sheriff of the State of Alabama
 You are hereby commanded to summon Edward F. Puryear to appear at the next term of the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of John Wiley Montgomery and John W. Clark formerly a firm trading and doing business under the firm name and style of Montgomery & Clark.

Witness my hand and seal this 31 day July 1903
 George Malm, Clerk.

Complaint
 John Wiley Montgomery
 and John W. Clark, formerly
 a firm trading and doing
 business under the firm
 name and style of Montgomery
 and Clark } v. } Edward F. Puryear
 Defendant.

Plaintiff
 The Plaintiff claim of the Defendant the sum of ninety seven and 25/100 Dollars, due by promissory note made by the defendant in the name of C. F. Puryear on to wit: the 1st day of February 1900 and payable to the plaintiff, by the name of Montgomery and Clark on the 1st day of November after date, to wit the first day of November 1901, with the interest thereon. The plaintiff claim of the defendant the further sum of ten per cent. of the amount due upon said note on attorney's fees for collection thereof, the said defendant having stipulated in writing in and by said note to pay said sum of ten percent on attorney's fees for the collection thereof.

The plaintiff aver that the defendant in writing in and by said note waived his right to all exemptions under the constitution and Laws of the State of Alabama as against the collection of said note.

W. T. Sanders, atty for Plaintiff.

I hereby acknowledge service of the within summons and Complaint, main copy of same and all process whatsoever, this July 31, 1913.

Edward F. Puryear.

Filed July 31, 1913

George Malone
Clerk.

Dick Brown
849 H.
Bland Brown

} Be it remembered, unto the fall term 1913
Circuit Court Limestone County was returned
a summons and Complaint, Affidavit and Bond and
with in Return in words and figures as follows:

Among the parties and by agreement this case is settled
and all cost paid. See file.

George Malone
Clerk.

Paris Medicine Co.

850 H. H. J. Dupree

} Be it remembered that unto the term
1913 Circuit Court Limestone County was
returned summons and complaint

The State of Alabama
Limestone County

To my lawful officer of the county of Limestone
summon William J. Dupree to appear before me on the 7th
day of May, 1913 at my office on the east side of the
public square in Abbeville, Limestone County, Alabama at
ten O'clock A. M. to answer the complaint of the Paris
Medicine Company, a corporation chartered and existing
under the laws of the state of Tennessee, and there
make return of this summons. Witness my hand this
the 23rd day of April, 1913.

J. C. Christensen
Justice of the Peace for Beat 1,
Limestone County, Alabama.

Complaint

Paris Medicine Co., a corporation chartered and existing under
the laws of the state of Tennessee.

William J. Dupree

Defendant

The plaintiff claims of the defendant, the
sum of twenty one (21.38) dollars and thirty eight cents
due from him by account on interest thereon, is still
unpaid. Said account is verified by affidavit.

The plaintiff claims of the defendant a like sum
of twenty one (21.38) dollars and thirty eight cents for

for merchandise, goods and chattels sold by plaintiff to the defendant on, to wit, October 12th. 1901, which sum of money, with interest thereon, is still unpaid, from May 1st. 1902.

Said account is verified by affidavit.

W. J. Sanders

Attorney for Plaintiff.

Executed by handing in the within named Dft. a copy of the within summons and Complaint.

This April 20, 1903

C. F. Puryear, Sheriff.

State of Alabama } In Justice Court of J. C.
Lincolnton, County } Christensen.

Transcript of proceedings in the case of the
Paris Medicine Company

v.

William J. Dupree

Appeal Circuit Court.

This being the day to which the above case was regularly continued.

Now came the parties with their attys. and trial was regularly proceeded with, upon hearing the evidence adduced by the Plaintiff and Defendant and the argument by counsel from both sides, upon careful consideration of the same, the Court is of the opinion, and finds that the Dft. is entitled to recover of the Pltff. the amount claimed in the complaint with the interest thereon which the Court finds to be \$28.38 together with the cost of this suit, which is \$3.46, it is therefore, hereby ordered, adjudged and decreed that the plaintiff, the Paris Medicine Co. do have and recover of Defendant Wm J. Dupree the said sum of \$28.38 and the further sum of \$3.46 the cost of this suit for all of which let execution issue.

Dated the 15th. May 1903.

Jas. C. Christensen

I have certified this a true transcript of the above case

Jas. C. Christensen
J. R.

The State
Limestone

of Alabama } know all men by these presents, that
County } Mr. N. J. Dupree, W. P. Chandler, and
Q. P. Dupree are held and firmly bound unto
the Paris Medicine Co. in the sum of Fifty two $\frac{26}{100}$ Dollars,
for the payment of which well and truly to be made
we bind ourselves and each of us our and each of
our heirs, executors, and administrators jointly and
severally, and we each of us waive our right to exemption
under the constitution and laws of Alabama, as against
this bond.

The condition of the above obligation is such that if the
above bound Mr. J. Dupree shall prosecute to effect
an appeal by him taken this day to the next term of the
Circuit Court of Limestone County from a judgment
rendered against him in favor of said Paris Medicine
Company by J. C. Christensen a Justice of the Peace
for said County for the sum of twenty three $\frac{23}{100}$ Dollars
debt and $\$3.42\frac{1}{2}$ Dollars costs, or if he fail in said appeal
shall pay such judgment, both as to debt and costs, as
may be rendered against him by the said Circuit Court
of Limestone, then, in either of said events, this obligation
to be void; otherwise to remain in full force and effect.

Given under our hands and seals, this 15th day of May 1903.

N. J. Dupree (L. S.)
W. P. Chandler (L. S.)
Q. P. Dupree (L. S.)

Approved

Jas. C. Christensen
Justice of the Peace

In the Justice Court of Jas. C. Christensen
Paris Medicine Co. Plff.

N.
Mr. J. Dupree, Deft.

Before me Jas. C. Christensen an acting Justice of
the Peace in and for Limestone County, Alabama and
in whose court the above styled cause is pending personally
appeared Mr. J. Dupree, who being first duly sworn deposes
and says that he is the defendant in said cause, that the
alleged account mentioned in plaintiffs complaint is
incorrect and on information and belief. The defendant affiant
denies the correctness of said account, as provided by law in
code 1896, section 1804

N. J. Dupree

Sworn to and subscribed

Before me this May 15th. 1903

Jas. C. Christensen,
J. P.

Filed Sept. 1st. 1903
 Geo. Malone
 Clerk

Carruth } Be it remembered that unto the Spring term
 851 W. } 1903 Circuit Court Limestone County was
 Hammond } returned a Writ of Certiorari in words and
 figures as follows:

The State of Alabama } Before me John M. Willeben, a Justice
 Limestone County } of the Peace in and for the County
 appeared personally appeared E. E. Carruth
 who being by me first sworn deposes and says the Black
 mare named Besiee now in the possession of Miles Hammond
 is the property of his E. E. Carruth and that the said
 Miles Hammond refused on demand to deliver said mare
 to the said E. E. Carruth and that this writ is not sent
 out for the purpose of harassing or vexing the defendant
 or from any other improper motive.

E. E. Carruth
 Sworn to and subscribed before me }
 this 8th day of April 1903.
 John M. Willeben J. P.

The State of Alabama } Know all men by these presents, that we
 Limestone County } E. E. Carruth and Thos. H. Pomeroy, J. J.
 Adams are held and firmly bound unto
 Miles Hammond in the sum of One Hundred and Eighty
 Five Dollars (\$185.00), which sum well and truly to be
 made we bind ourselves each of us our and each of
 our heirs, executors and administrators jointly severally
 and by these presents

Sealed with our seals and dated this the 8th day
 of April 1903.

E. E. Carruth (Seal)

Thos. H. Pomeroy (Seal)

J. J. Adams (Seal)

The condition of the above obligation is such that whereas
 E. E. Carruth has this day prayed out of the Justice
 court a writ for the recovery of specific personal
 property of Miles Hammond. Now, if the said E. E. Carruth
 shall prosecute said writ to effect or failing thereon pay
 to the defendant all such costs and damages as he may
 sustain by the wrongful or vexatious suing out of such
 writ. Then this instrument to be void, otherwise to
 remain in full force and effect.

This the 8th day of April 1903, appeared
 John M. Wheeler J. P.

The State of Alabama } To any ^{lawful} officer of Limestone County. Whereas
 Limestone County } E. E. Carruth hath complained on oath to me John
 M. Welden a Justice of the Peace in and for the County
 aforesaid that the black mare named Bess now in the
 possession of Miles Hammond is the property of E. E. Carruth
 and having made affidavit and given Bond as required
 by law, you are hereby commanded to take in to your
 possession the property described in the complaint unless
 replenished so to secure that the same may be liable to
 further proceedings thereon to be had before me on the
 25th day of April 1903 at 10 O'clock P. M. when and
 where you must make return how you have executed
 this writ.

Witness my hand this 8th day of April 1903.
 John M. Welden J. P.

The State of Alabama } To any lawful officer of Limestone County
 Limestone County } summon Miles Hammond to appear
 before me at my office on the 25th day of
 April 1903 at 10 O'clock A. M. to answer the complaint
 of E. E. Carruth.

This the 8th day of April 1903
 John M. Welden J. P.

The State of Alabama } In the Justice Court
 Limestone County }

E. E. Carruth } the plaintiff claims of the defendant
 vs. } the black mare named Bess about
 Miles Hammond } nine years old. Now in the possession
 of the defendant. The value of the horse or use
 thereof during the detention is from the 2nd day of April, 1903.

E. E. Carruth Plff. } Suit brought to recover specific
 vs. } personal property
 Miles Hammond Dft. }

Writ issued on the 9th day of April 1903.
 Returnable on the 25th day of April 1903.
 April 25, 1903 comes the plaintiff in his own proper
 person and the defendant by counsel and the defendant
 by his counsel enters plea of not guilty.
 And both parties being ready a trial is had and after hearing
 all the evidence in the case the court finds the issue
 in favor of the plaintiff and assesses the value of the
 horse at the sum of \$44 ²²/₁₀₀, Forty Four and 22 Cents.
 It is therefore considered and adjudged by the Court that
 said plaintiff have and recover of the defendant the property
 mentioned in the complaint, to wit: one black mare

named Bessie or the alternate value to wit: forty four and $\frac{27}{100}$ Dollars besides the costs in this behalf expended and it is further ordered by the court that a writ of possession issue for the property sued for to wit one black mare named Bessie and that an execution issue for the costs in this behalf expended

J. P. Costs & subpoena
 Rocketing .10
 Summons .50
 Bond & affidavit 1.50
 Writ .50
 Trial 1.00
 appeal 1.00
4.90

Costable costs.

Summons .50
 2 witnesses .50
 Levy .75
 Replevy bond .50
2.25

I hereby certify the above to be a true copy of the judgment and original papers

John M. Mellden.

Replevy Bond.

The State of Alabama }
 Limeston County }

Know all men by these presents that we Miles Hammond J. L. Jensen, J. C. Hightower are held and firmly bound unto E. E. Carreth in the sum of One hundred and fifty dollars for the payment of which, well and truly to be made, we bind ourselves and each of us our and each of our heirs, executors and administrators, jointly and severally.

Given under our hands and seals this 10th day of April 1913. The condition of this obligation is such that whereas a writ of detinue issued by J. M. Mellden J. P. at the suit of said E. E. Carreth against the estate of the above bound Miles Hammond returnable on the 25th day of April 1913 10 o'clock A. M. for the sum of One Hundred and fifty Dollars has been placed in the hands H. M. Vinson C. L. C. by him has been levied upon the following property to wit: one black mare about 9 years old named Bessie and whereas the said property has been delivered to the said Miles Hammond on his entering into this bond.

Now, if the said defendant shall fail in said suit, or his securities shall return the specific property levied on and above mentioned to the E. E. Carreth within 30 days after judgment in said suit, then this obligation to be void, otherwise to remain in full force and effect.

of exemption to any ^{all rights} ~~property~~ granted } Miles Hammond (L. S.)
 as by the state of Alabama is hereby } J. L. Jensen (L. S.)
 waived by us. } J. C. Hightower (L. S.)
 approved this 10th day of April 1913.
 Filed Apr. 14th 1913. H. M. Vinson, C. L. C.
 J. M. Mellden, Clerk.

102
The State of Alabama
Limestone County

To John Welden

A Justice of the Peace for Limestone County
We being willing for certain causes to be certified of a plaintiff
levied in your County before you wherein E. E. Carruth Plt
and Miles Hammond Def. do therefore command you to send
up to our next Circuit Court to be holden for Limestone
County on the first Monday in October next under your hand
and seal the judgment rendered in said cause with all things
touching the same as they remain in your Court, that we
may further cause to be done thereupon what of right
according to the laws of the State ought to be done.

Witness James E. Horton Judge of Probate Court
at Office this the 21st day of May A.D. 1913

James E. Horton

Judge of Probate Court

To the Sheriff of Limestone County to execute.

Received in office this 21st day of May 1913

E. F. Pugh

Sheriff

I have executed the within writ by handing an exact copy
hereof to John Welden Justice of the Peace, May 22, 1913

By W. M. Yonson Special Del

E. F. Pugh

Sheriff

Filed this 21st day of May 1913

James E. Horton Judge of Probate

Filed Sept. 14. 1913

Geo. Malone

Clerk

Willie Emma Normood, } Be it remembered that unto the fall Term 1903 of the
 852 ss, case } Circuit Court of Limestone County, Alabama was
 L. & N. R. R. Co. } returned a summons and Complaint in the words
 and figures following to-wit

Summons

The State of Alabama } Circuit Court
 Limestone County, } Fall Term 1903

To any Sheriff of the State of Alabama, greeting, You are
 hereby Commanded to summon the Louisville & Nashville
 Railroad Company a Corporation, to appear at the next term
 of the Circuit Court to be held for said County at the place
 for holding the same, then and there to answer the Complaint
 of Willie Emma Normood.

Witness My hand, this 15th day of Sept. 1903
 Geo. Malone, Clerk.

Complaint

Willie Emma Normood Plaintiff } 1. The Plaintiff claims of
 852. ss, case, } the defendant Corporation
 The Louisville & Nashville, Railroad } the sum of Nineteen hundred
 Company a Corporation, } and Ninety-nine dollars,
 damages, and avers that on or about, to-wit, the 5th day of July,
 1903, defendant was engaged in operating its line of railway
 through Limestone County, Alabama, and running thereon its
 engines, trains, and cars, which engines, trains, and cars were
 propelled by steam; and plaintiff avers that on or about the date
 aforesaid she lawfully attempted to cross the track of the
 defendant, the Louisville and Nashville Rail-Road Company, in
 and on Lee Street, in the incorporated Town of Athens,
 Alabama, at which place the public are invited to cross said
 track, and do cross said track in large numbers, continuously,
 and in thus attempting to cross the track of the defendant in a
 lawful and proper manner, - the defendant was through and
 by its agents and employees running and operating a certain
 freight train along its track through the said town, and across
 the said street, without sounding the whistle of the locomotive,
 or ringing the bell thereof, or giving any kind or character of
 danger signal or warning whatsoever, as required by law, -
 the plaintiff was struck by the said locomotive or train or cars
 of the defendant, and violently thrown to the ground, thereby being
 grievously injured, disfigured, maimed, and having the bones
 of the nose and face crushed, and her body seriously bruised
 and wounded; that the said injuring, disfiguring, maiming,
 bruising, and wounding of the plaintiff, and crushing the bones of the
 plaintiff's nose and face, was the result of the carelessness,
 negligence, and recklessness of the defendant corporation, its agents or
 employees, in operating said train as above set out.

2. The plaintiff claims of the defendant the like sum of Nineteen
 hundred and nine-nine dollars, damages, for this, that, on, to-wit

the 5th day of July, 1903, defendant Corporation was engaged in operating its line of rail way through Limestone County, Alabama, and running thereon its engines, trains, and cars, which engines, trains, and cars were propelled by steam; and plaintiff avers that on or about the date aforesaid she was lawfully and properly going along and through Lee Street, in the incorporated Town of Athens, Alabama, a populous and much traveled street, where the public are invited to travel and cross said rail road, and where they do cross said rail road continuously, in large numbers, and that said street is one of the public streets of the said Town of Athens, that said defendant was by and through its agents or employees running and operating a certain locomotive and train of cars along its track through said town, and across said street, without sounding the whistle of the locomotive, or ringing the bell thereof, or giving any kind or character of danger signal whatsoever, whereby the plaintiff was struck by the said locomotive or train, and hurled violently to the ground, and her face and nose were crushed and permanently disfigured, and her body was bruised, lacerated, and grievously injured, in consequence of which the plaintiff has incurred great physical pain and suffering, and has suffered grievous mental pain and anguish, and will in future be subjected to great mental pain and suffering by reason of said injuries; by and through the negligence and carelessness of the said defendant Corporation, its agents or employees, in operating said train as above set out.

3. The plaintiff claims of the defendant Corporation, the like sum of fifteen hundred and ninety-nine dollars, damages, for this, that, on, to wit, the 5th day of July, 1903, defendant was engaged in operating its railway through Limestone County, Alabama, and running thereon its engines, train and, and cars, which engines, trains, and cars were propelled by steam; and plaintiff avers that on or about the date aforesaid she was lawfully and properly going across the said rail road in and on Lee Street, in the incorporated Town of Athens, Alabama, a populous and much travelled street, where the public are invited to travel and cross said rail road, and where they do cross said rail road, continuously, in large numbers, and that the said street is one of the main public streets of Athens, Alabama; that said defendant was by and through its employees running and operating a certain locomotive and train of cars along its track through said town, and across said street, at a high and dangerous rate of speed, to wit, about thirty miles per hour, without sounding the whistle of the locomotive, or ringing the bell thereof, or giving any kind or character of a danger signal or warning whatsoever, as required by law, whereby the plaintiff was struck by the said locomotive or train and hurled violently through the air for several feet to the ground, and her face and nose were crushed and permanently disfigured, and her body was grievously injured, bruised

and wounded; in consequence of which this plaintiff has incurred great and grievous mental and physical pain and suffering.

4. The plaintiff claims of the defendant Corporation the like sum of Ninety hundred and Ninety-Nine dollars, damages, for this, that, to wit, the 5th day of July, 1903, defendant was engaged in operating its line of rail way through Limestone County, Alabama, and running thereon its engines, trains and cars, which engines, trains, and cars were propelled by steam; and the plaintiff avers that on or about the date aforesaid while she was lawfully and carefully walking across the said rail road on Lee Street, in the incorporated Town of Athens, Alabama, in the discharge of her lawful and necessary duties, the defendant Corporation was through and by its agents or employees operating a locomotive and train of cars along its track in said incorporated town and across said Lee Street, without sounding the whistle, ringing the bell, or giving any kind or character of danger signal or warning whatsoever, and although the danger of the plaintiff was apparent, the engineer, or other agent or employe of the defendant Corporation in charge or control of the said engine, made no effort to stop or check the said engine or locomotive or train until after the plaintiff was struck, but negligently, recklessly, and carelessly permitted said locomotive and train to run on unchecked, whereby, by and through the negligence, recklessness, and carelessness of the said defendant Corporation, its agents or employees, in thus operating the said locomotive and train, the plaintiff was struck by the said locomotive or train and hurled violently to the ground, and the bones of her nose and face were crushed, and her face was permanently disfigured, and her body was grievously bruised, wounded, and injured, causing her great and grievous mental and physical pain and suffering.

5. The plaintiff claims of the defendant Corporation the like sum of Ninety hundred and Ninety-Nine dollars, damages, for this, that, to wit, the 5th day of July, 1903, the defendant was engaged in operating its line of rail way through Limestone County, Alabama, and running thereon its engines, trains, and cars, which engines, trains and cars were propelled by steam; and plaintiff avers that on or about the said date while she was lawfully and carefully walking along Lee Street, in the incorporated Town of Athens, Alabama, in the discharge of her lawful and necessary duties, the defendant Corporation was through and by its agents or employees operating a locomotive and train of cars along its track in said incorporated town, and across said street; and the plaintiff avers that although her danger was apparent, the engineer, or other agent or employe of the defendant Corporation, having charge or control of the said engine, made no effort to stop or check the said locomotive or train until after the said plaintiff was struck, wantonly and willfully permitted said locomotive and train to run on unchecked - ~~wantonly~~ failing to sound the whistle, ring the bell, or give

any kind or character of danger signal whatever, as required by law - although the slightest diminution of speed in the said locomotive and train would have permitted the plaintiff to escape unhurt; and the plaintiff avers that as a result of the said willfulness and wantonness of the defendant corporation, its agents or employees, in thus operating said train the plaintiff was struck by the said locomotive or train and hurled violently to the ground, and the bones of her nose and face were crushed and broken, and her body was bruised and grievously wounded and injured, in consequence of which she has been subjected to great and grievous mental and physical pain and suffering. Hence this Court.

Eple Pettus.

Attorney for the Plaintiff.

"Endorsed" I have executed the within writ September 15th 1903, by leaving a copy of the within summons and Complaint with Geo. L. Sherrill, Station agent of the Louisville and Nashville Railroad Company at Athens, Limestone County, Alabama,

E. F. Pinyan Sheriff,

J. B. Clem, Deputy Sheriff.

E. D. Baker, } This case was dismissed in vacation and cost paid.
853. vs. } Appeal } See papers on file in this case.
C. W. Johnston, }

Syd H. Mills } But it remembered that unto the January term
854. vs. } Appeal, } 1904, of the Circuit Court of Limestone County
Southern Ry Company } Alabama, was returned a Transcript and Special
Bond, in the words and figures following to wit
Transcript.

Civil Case appealed from Court of C. H. Bulley, Ex Off. J. P.
Beat 13, Limestone County.

Syd H. Mills, } Witness for Plaintiff

vs.

William H. Douglass

Southern Railway Co., } Const Mills,

a Corporation } Cause of action.

Plaintiff owes to recover \$16 80/100 dollars for work and labor performed.

Complaint issued Nov 7-03, placed in hands of
Constable Wm. T. Roberts, returned "executed" by Roberts
Nov. 9th - 03.

Description of Case,

This the 13th day of November came the Plaintiff by his attorney and the defendant after the hour of 12 O'clock noon as required by law having been duly summoned as shown by the return of Constable Roberts endorsed on writ as of Nov. 9th - 03, and defendant having been duly called and failing to

appear and answer Plaintiff's Complaint it is considered and adjudged by the Court that the Plaintiff have and recover of the defendant \$16⁵⁰/₁₀₀ dollars together with all costs in and above this behalf expended, for the recovery of which let execution issue.

Before Judgment and upon Motion the Complaint was amended and Suit brought for \$16⁵⁰/₁₀₀ dollars amount claimed by the Plaintiff.

Cost Bill.

Justice Fees. Summons	50 ¢
2 Subpoenas	30
Docketing	10
Appeal ac	100
Constable Fee. - Summons	50
2 Subpoenas	
Total.	\$ <u>2,90</u>

To the Clerk of the Circuit Court of Limestone Co.

I hereby certify that the foregoing is a full and complete Transcript from my docket of the Judgment and proceedings in the above case and I herewith send to the Circuit Court of Limestone Co., all the original and other papers pertaining to said case.

Given under my hand this the 18th day of November, 1903,

C. H. Pulley,

Ex Off. J. P.

Written Notice of appeal waived by attorney for Plaintiff.

C. H. Pulley,

Ex. Off. J. P.

State of Alabama Appeal Bond.

State of Alabama,

Limestone County, } Know all Men By These Presents:

That we the undersigned Southern Railway Company as principal, and W. L. Wellman and James R. Boyd, as sureties, are held and firmly bound unto Syd Mills in the penal sum of Fifty (\$50) Dollars for the payment of which well and truly to be made, we and each of us hereby bind ourselves, our heirs, administrators and assigns, firmly, jointly and severally by these presents.

Sealed with our seals and dated this 18th day of November, 1903.

The condition of this obligation is such, that whereas the said Syd Mills did on the 13th day of November, 1903, recover a judgment in the Justice Court of C. H. Pulley,

Justice of the Peace for Limestone County, Alabama, against the Southern Railway Company, said judgment being for \$16.80 and costs of said suit;

And, whereas, the said Southern Railway Company has payed for and obtained an appeal to the Circuit Court of Limestone County, Alabama.

Now, Therefore if the said Southern Railway shall prosecute said appeal to effect, or, failing therein, shall pay such judgment as the said Circuit Court may render against it, then this obligation shall be void, otherwise to be and

remain in full force and effect.

Southern Railway Company.
By Wilton Humes,
Atty &c

W. L. Wellman,

J. R. Boyd,

Now to and subscribed
before me, this 18th day of
November, 1903,

Henry A. Bronsbrun, Notary Public.

approved this the 18th day of November 1903.

C. H. Pulley,

Ex. Off. J. P.

Commercial Bank,
& Trust Co
85 37 1/2 S. 3rd St.
U. S. White,

Be it remembered that unto the January term
1904, of the Circuit Court of Limestone County,
Alabama, was returned a summons and
Complaint in the words and figures following to-wit:
Summons

The State of Alabama, }
Limestone County. }

Circuit Court
January Term 1904.

To any Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon Ulysses G. White,
to appear at the next term of the Circuit Court to be held for
said County, at the place for holding the same, then and there
to answer the Complaint of Commercial Bank and Trust
Company, a Corporation doing a general banking business,
Chartered and existing under the laws of the State of Tennessee,
Witness my hand, this 1st day of December 1903.
Geo. Malone, Clerk.

Complaint

Commercial Bank and Trust Company a Corporation doing a general banking business, Chartered and existing under the laws of the State of Tennessee -
vs.
Ulysses G. White
The Plaintiff claims of the Defendant the sum of eighty-eight & 44/100 (\$88 44) dollars due from him by account on, to-wit, the first day of December 1900, which sum of money, with the interest thereon, is still unpaid. The said account is verified by affidavit.
The Plaintiff further claims of the defendant the like sum of eighty-eight & 44/100 (\$88 44) dollars due from him on account stated between the plaintiff and defendant on, to-wit, the 9th day of December, 1901, which sum of money with the interest thereon from to-wit, the first day of December 1900, is still unpaid.
The said account is verified by affidavit.

The Plaintiff further claims of the defendant the sum of one hundred and eight & $\frac{03}{100}$ (\$108 $\frac{03}{100}$) dollars, due from him by account on, to-wit, the 14th day of November, 1903, which sum of money, with the interest thereon, is still unpaid.

The said account is verified by affidavit.

W. T. Sanders.

Atty for Plaintiff.

"Endorsed." I have executed the within writ December 5th 1903, by leaving a copy of the within summons and complaint with U. G. White.

E. F. Pryor, Sheriff.

Alcorn Woolen Manufacturing Company,) Be it remembered that unto
a Corporation,) the January term 1904, of the
856. Co.) Circuit Court of Limestone
County Alabama, was returned

R. A. Nichols,

a summons and complaint in the words and figures following, to-wit.

Summons.

The State of Alabama, }
Limestone County, }

Circuit Court.

To any Sheriff of the State of Alabama - Greeting:

You are hereby commanded to summon R. A. Nichols to appear at the next term of the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of Alcorn Woolen Manufacturing Company, a Corporation.

Witness my hand this 8th day of December 1903.

George Malone, Clerk.

Complaint.

Alcorn Woolen Manufacturing Company, } Plaintiff claims of the
a Corporation, } defendant one hundred and
Co. } ninety dollars, (\$190.00)

R. A. Nichols,

and interest, due from him by two promissory notes, made by defendant on to-wit, April 6th, 1903, and payable respectively on the 15th day of November and the 1st day of December, 1903, with eight per cent interest from date; and plaintiff avers that in said notes and as part thereof, the defendant waived in writing all his right to claim any personal property as exempt from levy and sale under legal process. Plaintiff claims of the defendant the further sum of twenty five dollars, (\$25.00) as attorney's fees incurred in and about the collection of said notes; and plaintiff avers that in said notes defendant agreed to pay a reasonable attorney's fee, should it become necessary to collect the same by law.

E. W. Godbey,

Attorney for Plaintiff.

I am security for cost, E. W. Godbey.

"Endorsed." I have executed the within writ December 4th 1903, by leaving a copy of the within summons and complaint with R. A. Nichols.

E. F. Puryear, Sheriff.

J. C. Clem, Deputy Sheriff.

Adeline Cobell,
857 Qs.

H. B. Malone, as administrator
of the Estate of T. P. Wilson,
deceased.

} Be it remembered that unto the January term 1904
of the Circuit Court of Limestone County, Alabama,
was returned a summons and complaint in
the words and figures following to-wit.

Summons.

The State of Alabama,
Limestone County,

Circuit Court,

To any Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon H. B. Malone, as the
administrator of the estate of T. P. Wilson, deceased, to appear at
the next term of the Circuit Court to be held for the said
County, at the place of holding the same, there and there to
answer the Complaint of Adeline Cobell.

Witness this the 9th day of December A. D. 1903.

Geo Malone, Clerk.

Complaint.

Adeline Cobell,
Qs.

H. B. Malone, as Administrator
of the Estate of T. P. Wilson,
deceased,

} 1. The Plaintiff claims of the defendant
the sum of four hundred and
ninety eight dollars, due by his
intestate for board from, to-wit:
the 25th day of January, 1896, until,
to-wit: the 25th day of December, 1902. at the rate of six
dollars per month. And the plaintiff avers that various credits
are entitled to go on said amount aggregating the sum
of one hundred and sixty seven and 60/100 dollars.

The said claim has been duly presented to the defendant,
as administrator as aforesaid, within the time prescribed
by law.

2. The Plaintiff claims of the defendant the sum of
four hundred and ninety eight dollars, due by his intestate
on account, on, to-wit: the 25th day of December, 1902.

And the plaintiff avers that there are various credits
on said sum amounting to one hundred and sixty seven
and 60/100 dollars, which sum of money with the interest
thereon is due and unpaid.

3. The plaintiff claims of the defendant the sum of
four hundred and ninety eight dollars, due by his intestate
for board furnished him, at his request, from, to-wit,
the 25th day of January, 1896, - until, to-wit, the 25th
day of December, 1902, at the rate of six dollars
per month, which sum of money together with the

interest thereon is due and still unpaid. And the plaintiff avers that there are various credits on said sum amounting in the aggregate to one hundred and sixty-seven and $\frac{6}{100}$ dollars.

4. The plaintiff claims of the defendant the sum of four hundred and ninety-eight dollars, due by his intestate for goods, Merchandise, and Chattels, sold by plaintiff to defendant's intestate, at his request, on, to-wit, the 25th day of December, 1902, which sum of Money together with the interest thereon is due and unpaid. And the plaintiff avers that the said sum is entitled to various credits amounting in all to one hundred and sixty-seven and $\frac{6}{100}$ dollars.

5. The plaintiff claims of the defendant the sum of four hundred and ninety-eight dollars, due by defendant's intestate, for work and labor done, on, to-wit, the 25th day of December, 1902, at said intestate's request, which sum of Money, together with the interest thereon, is due and still unpaid. And the plaintiff avers that said defendant is entitled to credits amounting to one hundred and sixty-seven and $\frac{6}{100}$ dollars paid on said sum by his intestate. The said claim has been duly presented to the said defendant, as administrator as aforesaid, within the time prescribed by the law.

Ephe Petter,

Attorney for Plaintiff.

"Endorsed", Executed this 9th day of Dec, 1903, by leaving a copy of the within summons & Complaint with H. B. Malone as admin of the estate of T. P. Wilson, Dec'd, Defendants,

C. F. Prager, Sheriff.

Report of insolvency
State of Alabama }
Limestone County, }

In the Circuit Court,

Adeline Cobell, Plaintiff,

vs.

H. B. Malone as administrator
of the estate of Thomas P. Wilson, dec'd Defendant.

Comes H. B. Malone as administrator of the estate of Thomas P. Wilson, deceased, defendant in the above entitled cause, and shows to the Court that said estate has been reported insolvent, as is shown by a certified copy of the report filed in the office of the Probate Court of Limestone County, Alabama, hereto attached, marked exhibit A, and made a part hereof.

H. B. Malone

as administrator of the estate of
Thomas P. Wilson, deceased.

The State of Alabama, } Before me, George Malone, Clerk of the
Limestone County. } Circuit Court in and for said County
and State, this day personally appeared H. B. Malone as
administrator of the estate of Thomas P. Wilson, deceased, who,
being duly sworn, deposes and says that the facts set forth in

the foregoing are true; and that he signed the same
George Malone
Clerk of the Circuit Court.

The State of Alabama, } In the Probate Court,
Limestone County. }

In re estate of Thomas P. Wilson, deceased.

To Honorable James E. Horton, Judge of said Court:
G. B. Malone as the administrator in said Court of the estate of
Thomas P. Wilson, deceased, respectfully represents to your Honor
that he is satisfied that the entire property is insufficient to
pay its debts; and being so satisfied, your petitioner, as is
his duty in such case, hereby reports unto your Honor that, to the
best of his knowledge and belief, said estate is insolvent; in
verification whereof he herewith files the following statements as
as required under the Statutes:

The following is a list of all the property of said
estate which is now in my hands as such administrator:

1 Note of J. D. Tennison, James E. Horton & J. H. Calvin,	\$ 106.
1 Note of E. W. Williams, F. G. Wilson & H. L. Morris	157.20
1 Note of F. G. Wilson, J. C. Wilson & W. F. Wilson,	10.
J. C. Wilson, F. G. Wilson & W. F. Wilson,	228.97
J. Lynn Smith, Jr, Isaac L. Smith, & George A. Smith	20.
Theo. Westmoreland, Wm. R. Rankin & W. P. Chandler,	60.
D. T. Phillips, J. H. Tilman, H. L. Morris	21.
F. G. Wilson, D. T. Phillips, J. T. Bates	88.
J. H. Carter,	113.26
J. L. Thomas, R. L. Thomas, H. P. Thomas	50.
U. G. White, J. M. Gardner, D. C. White, J. R. Jones,	110.30
D. H. Kief and J. M. White,	195.95
C. L. Lewis,	18.
To cash on hand,	283.89
Account against H. B. Vaughan,	34.

The following is a list of the claims filed with Probate Court and presented to me
as due from said estate:

A. Cobble, Maples, Ala.	\$ 330.40
M. Cobble, Maples, Ala.	235.75
F. G. Wilson, Elkmont, Ala.	49
W. R. James, Elkmont, Ala.	165.
J. L. Smith, Bethel Tenn.	503.71
J. L. Smith & Son, Bethel, Tenn.	69.06
J. D. Tennison, Maples, Ala.	130.
L. L. Crane, Elkmont, Ala.	1.
W. R. James, Elkmont, Ala.	63.87
D. F. Bates, Elkmont, Ala.	130.
C. C. Edmonson, adms., Bethel Tenn.	56.17
C. C. Edmonson, Bethel Tenn.	30.69
To amount carried forward,	1744.45

To amount carried forward,	\$ 1764.65
D. G. Maples, Elkmount, Ala,	9.49
Wagner & Wyatt, Bethel Tenn,	35.95
Henry Guthrie, Bethel, Tenn,	48.25
E. C. Edmonson, Bethel, Tenn,	53.07
Cary Brown, Bethel, Tenn,	3.
J. M. Cobble, Bethel, Tenn,	4.50
Daly & Abunathy, Pulaski, Tenn,	52.97
G. O. Edmonson, Bethel, Tenn,	25.70
Mrs. W. J. Dummerant, Prospect, Tenn,	9.27
Martin & Coffman, Gato, Ala,	10.55
William Smith, Gato, Ala,	2.65
Total amount of claims,	\$ 2022.05

In addition to the above claims there is due quite a large sum for Court Costs and there is also due the administrator his commissions and something for extraordinary services, which will have to be set by the Court upon said administrator's final settlement.

All of which is respectfully submitted to your Honor; wherefore due inquiry may be made of the sum, and said estate be declared insolvent,

H. B. Malone
as administrator of the estate
of Thomas P. Wilson, deceased.

The State of Alabama, } Before me, James E. Horton, Judge of
Limestone County, } Probate and for said County and
State, personally appeared H. B. Malone, administrator of the
estate of Thomas P. Wilson, deceased, who, being first duly sworn,
deposes and says that the foregoing report and statements
are correct, to the best of his knowledge, information and
belief.

H. B. Malone,
as administrator of the estate
of Thomas P. Wilson, deceased.

Sworn to and subscribed before me
this 7th day of January, 1904.

James E. Horton,

Judge of Probate.

The State of Alabama, } I, James E. Horton, Judge of Probate in
Limestone County, } and for said County and State, do hereby
certify that the foregoing is a true and correct copy of report of
insolvency of the estate of Thomas P. Wilson, deceased, as filed, by
H. B. Malone as administrator of said estate on the 8th day of
January, 1904, in the Probate office of said County and State.

In witness whereof I have hereunto set my hand and
affixed the seal of said Probate Court this 8th day of
January, 1904,

James E. Horton, Judge of Probate

Albert G. Ewing, } Be it remembered that unto the January term 1904
858 Gs. } of this Circuit Court of Limestone County, Alabama
Lellyett & Co, } was returned a summons and Complaint in the
words and figures following, to wit,
summons.

The State of Alabama, } Circuit Court,
Limestone County, } January Term 190

To any Sheriff of the State of Alabama, Greeting:
You are hereby Commanded to Summon John Lellyett and
Frank Searight, partners trading and doing business under
the firm Name and Style of Lellyett & Co. to appear at the
next term of the Circuit Court to be held for said County,
at the place of holding the same, then and there to answer
the Complaint of Albert G. Ewing.
Witness my hand, this 10th day of December 1903,
George Malone, Clerk.

Complaint,
Albert G. Ewing, }
Gs, } { John Lellyett and Frank
Searight, partners trading and
doing business under the firm
Name and Style of
Lellyett & Co.

The Plaintiff claims of the Defendants the sum of Twenty-
Nine hundred and Thirty seven and 50/100 Dollars due
from the defendants to the plaintiff on account stated
between the plaintiff and the defendants on to-wit,
January 1st 1903. with interest thereon at the rate of
4 per cent per annum from January 1st 1903.
A. G. Ewing, Jr.
W. F. Sanders,
H. C. Thack.

Attys for Plff.
"Endorsed", I have executed the within writ by leaving a copy
of the within Summons and Complaint with service of
the within Summons and Complaint is hereby acknowledged
and all further Notice is hereby waived this 10th day of Dec.
A. D. 1903,

John Lellyett & Frank Searight, partners
trading and doing business under the firm Name and Style
of Lellyett & Co.
By Erle Pettus,
Atty.

Affidavit.
The State of Alabama, } In the Circuit Court,
Limestone County } Before me George Malone, as Clerk of the
Circuit Court in and for said County, personally appeared

W. C. Thach, as attorney for Albert G. Ewing, who, being duly sworn doth depose and say that John Lellyett, and Frank Searight, partners trading and doing business under the firm name and style of Lellyett & Company, are indebted to Albert G. Ewing, in the sum of Twenty-nine hundred and Thirty-seven and $\frac{50}{100}$ Dollars, and that the said Albert G. Ewing has commenced suit by summons and Complaint on said indebtedness against the said John Lellyett and Frank Searight, partners trading and doing business under the firm name and style of Lellyett & Company; and that John B. Tanner is supposed to be indebted to the said defendants, or to have effects of the said defendants in his possession, or under his control; that the said John B. Tanner is indebted to the said defendants in, to-wit, the sum of Five Thousand and twenty-three & $\frac{35}{100}$ Dollars on account of losses incurred by the said defendants to the said John B. Tanner under gambling or wagering contracts, which said losses have been paid by the said defendants to the said John B. Tanner; and that he believes that process of garnishment against the said John B. Tanner is necessary to obtain satisfaction of said claim, and that this writ is not sued out for the purpose of vexing or harassing said defendants, or other improper motives.

Affiant further states that, according to the best of his knowledge, information and belief, the said defendants have not sufficient property within the state of their residence wherefrom to satisfy the debt.

W. C. Thach,

as Attorney for Albert G. Ewing,

Sworn to and subscribed before me, this 10th day of December, A. D. 1903 by W. C. Thach, as Attorney for Albert G. Ewing.

Geo. Malone,

Clock of the Circuit Court for
Limestone County, Alabama,

Bond.

The State of Alabama,)

Circuit Court,

Limestone County,)

Know all Men by these Presents, that we, Albert G. Ewing and C. C. Frost are held and firmly bound unto John Lellyett and Frank Searight, partners trading and doing business under the firm name and style of Lellyett & Company, in the sum of Fifty-nine hundred & seventy-six Dollars, to be paid to the said John Lellyett and Frank Searight, partners trading and doing business under the firm name and style of Lellyett & Company, their heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly, severally, and firmly

by these presents, sealed with our seals, and dated this 10th day of Dec 1903.

The Condition of the above Obligation is such, That whereas, the above bound Albert G. Ewing has commenced suit in the Circuit Court of said County, by Summons and Complaint, which have issued from said Court, to recover of said John Lillyett and Frank Searight, partners trading and doing business under the firm name and style of Lillyett & Company, the sum of Twenty-Nine hundred & thirty-seven & $\frac{50}{100}$ Dollars, and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to John B. Tanner summoning him to answer what he is indebted to said Defendant, or what effects of said Defendant he has in his possession, or under his control; and whether he is not indebted to the said defendant in the sum of to-wit, Five Thousand and Twenty-three & $\frac{35}{100}$ Dollars, on account of losses incurred by the said defendants to him under gambling or wagering contracts, which said losses have been paid by the said defendants to him, and said Plaintiff having made oath as required by law in such cases, said writ is about to issue out of said Court, returnable to the next term of the Circuit Court, to be holden for Limestone County.

Now if the said Plaintiff - shall prosecute his said suit to effect, and pay the Defendants all such costs and damages as they may sustain by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

A. G. Ewing,
C. C. Frost.

Approved this 10th day of Dec A. D. 1903.
Geo. Malone, Clerk.

Writ of Garnishment,
The State of Alabama, } Circuit Court,
Limestone County }

To any Sheriff of the State of Alabama - Greeting.
Whereas, Albert G. Ewing Plaintiff has commenced suit by Summons and Complaint, returnable to the next (Jan) Term A. D. 1904 of the Circuit Court of Limestone County, against John Lillyett and Frank Searight, partners, trading and doing business under the firm name and style of Lillyett & Company Defendants for the sum of Twenty-Nine Hundred and Thirty-seven & $\frac{50}{100}$ Dollars; and whereas H. C. Thrash as attorney for said Albert G. Ewing, the Plaintiff has made

affidavit, as required by law, that the said defendants are justly indebted to said plaintiff in the sum of Twenty-Nine Hundred and Thirty-seven & $\frac{5}{100}$ Dollars; that John B. Tanner is supposed to be indebted to said Defendants or has effects of said Defendants in his possession or under his control, that the said John B. Tanner is indebted to the said defendants in to-wit, the sum of Five Thousand and Twenty-Three & $\frac{35}{100}$ Dollars on account of losses incurred by the said defendants to the said John B. Tanner under gambling or wagering contracts, which said losses have been paid by the said defendants to the said John B. Tanner, and that he believes that process of Garnishment against the said John B. Tanner is necessary to obtain satisfaction of said claim, and has given bond as required by law.

These are Therefore to Command you, that you summon the said John B. Tanner to be and appear at the next term of the Circuit Court, to be holden for said County of Limestone, at the place of holding the same, within the first three days of said term; then and there to answer on oath, what he is indebted to said Defendant at the time of the service of this Writ of Garnishment, or at the time of making his answer, and whether he will not be indebted in future to said defendants by a contract then existing, and whether in his possession or under his control personal or real property, or things in action, belonging to the Defendants, also whether he is not indebted to the said defendants in, to-wit, the sum of Five Thousand and Twenty-Three & $\frac{35}{100}$ Dollars, in any other sum on account of losses incurred by the said defendants to the said John B. Tanner under gambling or wagering contracts which said losses have been paid by the said defts to the said John B. Tanner.

Witness my hand this the 10th day of Dec. A. D. 1903.

Geo. Malone,

Clerk,

"Received" in Office Dec 10th 1903.

Sheriff.

"Endorsed", Executed by serving a copy of the within Writ of Garnishment on the within named John B. Tanner, this 10th day of December 1903.

E. F. Pryor, Sheriff.

The State of Alabama,
Limestone County,

Circuit Court,
January Term 1904.

W B, Russell, } Be it remembered that unto the January Term 1904
859 vs, } of the Circuit Court of Limestone County Alabama was
Frank Clark, } returned a summons and Complaint in the words and
figures following to-wit,
Summons

The State of Alabama }
 Limestone County, }

Circuit Court,
 January Term, 1904 -

To any Sheriff of the State of Alabama - Greeting;
 you are hereby commanded to summon Frank Clark,
 to appear at the next term of the Circuit Court to be held
 for said County at the place of holding the same, then and
 there to answer the complaint of William B. Russell, an
 individual trading and doing business under the firm
 name and style of W. B. Russell & Co.

Witness my hand, this 15th day of December 1903.
 Geo. Malone, Clerk.

Complaint,

William B. Russell,
 an individual trading
 and doing business under }
 the firm name and style }
 of W. B. Russell & Co. - } Plaintiff

Frank Clark,
 Defendant

The Plaintiff claims of the Defendant the sum of
 sixty-five & 15/100 dollars due by promissory Note made
 by the defendant on the 8th day of November, 1902, and
 payable to the plaintiff by the name of W. B. Russell & Co.,
 on the first day of January 1903, with the interest thereon -
 the Plaintiff admits that said Note is entitled to a
 credit of \$8.50 as of January 19, 1903.

The Plaintiff claims of the defendant the additional sum
 of ten per cent of the amount due on said Note as
 attorney's fee for the collection thereof, the debt having
 stipulated in writing to pay all attorney's fees for the
 collection of said Note; and the Plaintiff avers that ten
 per cent of the amount due upon said Note is a reasonable
 attorney's fee for the collection thereof.

The Plaintiff avers that the Defendant in writing in and
 by said Note waived all of his right to claim of exemption
 under the Constitution and Laws of the State of Alabama
 as to the debt evidenced by said Note,

W. T. Sanders,
 Atty for Plff.

"Endorsed," I have executed the within Writ December 18th
 1903, by leaving a copy of the within Summons and Complaint
 with Frank Clark, Defendant.

C. F. Poyner, Sheriff.

A. M. Tennison, et al }
 860 vs. Debt Waiver, }
 James D. Tennison, }

William F. Orr et al
861. Vs. Debt Waiver,
James D. Tennison,

Wm R. Walker
862. Vs. Case
(Southern Ry Co.)

Samuel J. Withers } Be it remembered that unto the January Term
863. Vs. Case } 1904, of the Circuit Court of Limestone County, Alabama
Southern Ry. Co., } was returned a summons and Complaint in
the words and figures following, to-wit
Summons,

The State of Alabama,
Limestone County }

In the Circuit Court.
January Term, 1904 -

To any Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon the Southern Railway
Company, a Corporation, to appear at the next term of the
Circuit Court to be held for said County, at the place of
holding the same, then and there to answer the Complaint of
Samuel J. Withers.

Witness my hand, this 21st day of December, 1903.

Geo Malone, Clerk,

Complaint,

Samuel J. Withers, Plaintiff
Vs.

Southern Railway Company, a corporation. Defendant } 1st - The Plain-
the sum of five hundred dollars, as damage, for this, that, whereas, } iff claims of
the defendant

the said defendant was, is now, and had been theretofore, on, to wit: the 27th day of August, 1903, engaged in the business of operating a railroad in Limestone County, Alabama, for the transportation of persons and freight for hire; that on said day, to wit: the 27th day of August, 1903, in said County, the said defendant unlawfully killed a Mule, or so injured it that it died, and unlawfully injured another Mule, and unlawfully destroyed one Wagon, all the property of plaintiff, to his damage in the aforesaid sum of five hundred dollars.

Hence this suit.

2.— The plaintiff claims of the defendant the said sum of five hundred dollars, as damages, for this, that, whereas, on, to wit: the 27th day of August, 1903, the defendant was operating a railroad in the County of Limestone and State of Alabama; that on said day, to wit: the 27th day of August, 1903, said defendant, while so operating said railroad, so negligently operated the same that it ran its locomotive, engine or cars against two Mules and a Wagon, the property of said plaintiff, and killed one of said Mules, injured the other and destroyed the said Wagon; that because of such negligent killing and injury of said Mules and destruction of said Wagon this plaintiff was damaged in the aforesaid sum of five hundred dollars. Hence this suit.

3.— The plaintiff claims of the defendant the sum of five hundred dollars, as damages, for this, that, whereas, defendant operated a railroad in Limestone County, Alabama, and so operated such railroad on, to wit: the 27th day of August, 1903; and plaintiff avers that said defendant negligently and carelessly ran one of its, locomotives, trains, or cars against or on one team, consisting of two Mules and a Wagon, the property of plaintiff, all to his damage in the sum of five hundred dollars. Hence this suit.

4.— The plaintiff claims of the defendant the sum of five hundred dollars, as damages, for this, that, whereas, on, to wit: the 27th day of August, 1903, the said defendant was operating in Limestone County, Alabama, a railroad; that on aforesaid day, to wit: the 27th day of August, 1903, the said defendant, in said Limestone County, Alabama, through and by reason of negligence or want of skill on the part of defendant's agents or agent in the management or running of its locomotive, train or cars killed one Mule, injured another Mule and destroyed one wagon, the property of plaintiff. Hence this suit.

5.— The plaintiff claims of the defendant the sum of five hundred dollars, as damages, for this, that,

Whereas, on, to wit: the 27th day of August, 1903, the said defendant was operating in Limestone County, Alabama, a railroad; and Plaintiff avers that on said day, to wit: the 27th day of August, 1903, in said County and State, the defendant Negligently and carelessly ran one of its locomotives, trains or cars against or on one team, consisting of two mules and one wagon, the property of said plaintiff, and killed or so injured that it died from the effects thereof, one mule, and injured the other mule, and destroyed the wagon, all to the damage of this plaintiff in the aforesaid sum of five hundred dollars. Hence this suit.

6.— The plaintiff claims of the defendant, a corporation, operating a railroad in Limestone County, Alabama, the sum of five hundred dollars, as damages, for this, that, whereas, on, to wit: the 27th day of August, 1903, the said defendant, in said County and State, killed, or so injured by ~~running~~ against or on it, one mule, and injured another mule and destroyed one wagon, all by running against the said mules and wagon its locomotive, train, or cars, said mules and wagon being the property of said plaintiff, all to his damage in the aforesaid sum of five hundred dollars, Hence this suit.

W. R. Walker,

Atty. for plaintiff.

A trial by jury is demanded,

W. R. Walker,

Attorney for Plaintiff.

"Endorsed" Executed the within this Dec. 21st 1903, by leaving a copy of the within summons and complaint with W. C. Gentry, Station agent of the Southern Railway at Bellmina Ala,

E. F. Puryear, Sheriff.

By J. E. Clem, D. C.

In the Circuit Court of Limestone County, Alabama,
Samuel J. Withers, Plaintiff

vs. 3 Deft's Plea.

Southern Railway Company a Corporation, Defendant,
Comes the Defendant and for answer to the complaint and each count thereof separately, and says it is not guilty of the matters alleged therein,

Wilton Horns,

Attorney for Defendant.

Filed Jan'y 7th 1904.

Geo Malone. Clerk.

864 William Thomas Thuck, Plaintiff, } Be it remembered that unto the Spring Term
 vs. } attachment. } of the Circuit Court of Limestone
 Robert B. Peebles, Defendant, } County, Alabama, was returned a
 summons and Complaint in the words and figures following to wit:

Summons.

To any Sheriff of the State of Alabama - Greeting:
 You are hereby commanded to summon Robert B. Peebles
 to appear at the next term of the Circuit Court to be held
 for said County, at the place of holding the same, then
 and there to answer the Complaint of William Thomas Thuck.
 Witness My hand, this 9th day of January 1904,
 Geo. Malone, Clerk.

Complaint.

William Thomas Thuck, Plaintiff, } The Plaintiff claims of the
 vs. } Defendant the sum of one
 Robert B. Peebles, Defendant. } hundred and Twenty-five &
 00/100 dollars, due by bond executed by the defendant, by the
 name of R. B. Peebles on, to wit. Jan'y 1st 1904, and
 payable to the plaintiff, by the name of William T. Thuck
 one day after date.

W. C. Thuck,
 Atty for Plff.

Affidavit,

The State of Alabama, } Before me Geo. Malone Clerk of the
 Limestone County } Circuit Court for said County,
 personally appeared William Thomas Thuck, who being
 duly sworn, on oath saith that Robert B. Peebles is justly
 indebted to said William Thomas Thuck in the sum of
 one hundred and Twenty-five Dollars, after allowing all
 just offsets and discounts, and that the said amount
 is due as rent for a house and lot in Moorville, Alabama,
 for the year 1903, that said rent is due and unpaid
 and that said Robert B. Peebles has on demand, failed
 or refused to pay, and that this attachment is not
 sued out by him for the purpose of vexing or
 harrassing the said Robert B. Peebles.

William Thomas Thuck.

Subscribed and sworn to before me, this Ninth day of
 Jan'y 1904.

Geo. Malone Clerk.

Bond.

The State of Alabama }
 Limestone County, } Known all Men by these Presents;
 That we William Thomas Thuck and all of the County of
 Limestone and State aforesaid, are held and firmly bound
 unto Robert B. Peebles in the sum of Two Hundred
 and fifty & 00/100 Dollars, to be paid to the said

personal property, to-wit one lot of poplar
lumber, in many pieces, of varying thickness
and widths, amounting to to wit, six thousand
feet lately removed from white's mill in said
County to the residence or home of said Smith
or John Smith with the value of the hire or use
thereof during the detention, to-wit: from the 1st
day of March 1904

Thos. C. McCallum
Plaintiffs Attorney

Executed this the 9 day of March 1904 by having
a copy of the within Submons and complaint
with Mollie Echols plaintiff and Ex Smith Defendant
E. S. Puryear Sheriff. J. D. Hicks C. S. C.

State of Alabama
Lincoln County

To the Sheriff of Lincoln County;
Whereas, the Plaintiffs in the within stated
Cause has made affidavit and given bond as
required by law, you are hereby required
to take the property mentioned in the Complaint
into your possession, unless the Defendant
give bond, payable to the Plaintiff, with sufficient
surety, in double the amount of the value of the
property, with condition that if the Defendants
are cast in the suit they will within thirty
days thereafter deliver the property to the Plaintiff
and pay all costs and damages which may
occur from the detention thereof.

G. Malone Clerk

Executed by having on 301 pieces of Lumber 1X6X16
65 pc. 1X6X10 - 37 pc. 1X6X12 - 30 pc 1X12X12
this March 9th 1904

E. S. Puryear Sheriff

By J. D. Hicks C. S. C.

Filed this 5th day of March 1904. G. Malone Clerk

State of Alabama

Lincoln County Before me G. Malone or clerk of
the Circuit Court in & for said State County personally
appeared John R. Jones, as the agent of Paul Jones
Mollie Echols and James Davis who having been
duly sworn, deposeth and say that the following
property, to-wit: one lot of poplar lumber, in
many pieces of varying thickness and widths
amounting to, to-wit six thousand feet or more
lately removed from white's mill in said
County to Ex Smith and John Smith's home
for the recovery of which they have in-

stituted suit this day in the Circuit Court of Limestone County Alabama against Ex Smith and Annie Echols is the property of said Prudie Jones & Mollie Echols & James David the affiant

John R. Jones

Sworn to and subscribed before me, this 5th day of March 1904

G. L. Malone clerk

State of Alabama } Circuit Court
Limestone County } Know all men by these Presents, that we John R. Jones, Prudie Jones, Mollie Echols, W. H. Roberts & L. Gray are held and firmly bound unto Ex Smith and Annie Echols in the sum of Two Hundred Dollars, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of March 1904.

The condition of the above obligation is such, That, whereas, the above bound Prudie Jones, Mollie Echols and James David have this day commenced a suit in the Circuit Court of Limestone County, against the said Ex Smith and Annie Echols for the recovery of the following property, to-wit: one lot of Poplar lumber, in many pieces, of varying thicknesses and widths amount to-wit: Six Thousand feet or more, lately removed from White's Mill in said County to said Smiths or John Smiths and having made affidavit that the property sued for belongs to them and entering into this Bond, has obtained an order requiring any Sheriff of the State of said to take the said property sued for into his possession,

Now, if the said Prudie Jones, Mollie Echols and James David shall fail in said suit and pay the defendant all such costs and damages as he may sustain by the wrongful complaint then this obligation to be void, otherwise to remain in full force & effect.

Approved this 5th day of March 1904

G. L. Malone clerk

Filed 5th day of March 1904

G. L. Malone clerk

John R. Jones & Prudie Jones (2 S)
Mollie Echols (2 S)
W. H. Roberts (2 S)
L. Gray (2 S)

May Cushman Be it remembered that unto the
 866 rd Case July term 1904 of the Circuit Court
 Southern Ry. Co. of Lincolnton County, Ala. was returned
 a summons & complaint in the words & figures
 following to-wit:

State of Alabama Circuit Court
 Lincolnton County To any Sheriff of the State of Alabama
 Greeting

You are hereby commanded to summon
 the Southern Railway Company, a corporation
 to appear at the next July term of the Circuit
 Court to be held for said County, at the place
 of holding the same, then and there to answer
 the Complaint of May Cushman.
 Witness my hand, this 7th day of March 1904

May Cushman } Plaintiff } The Southern Railway Company } Defendant
 By ^{Geo. M. Sullivan} ~~Wm. T. Sullivan~~ ^{clerk} ~~clerk~~

1 - Plaintiff claims of the Defendant, The Southern
 Railway Company, a Corporation, Two Hundred
 and Fifty dollars damages for the failure to
 deliver certain goods, viz: one box containing wear-
 ing apparel, books, cooking utensils, bed-clothing
 household goods &c, received by said defendant
 as a common carrier to be delivered to the plaintiff
 at Abingdon Virginia, for a reward, which said
 defendant failed to deliver.

2 - The plaintiff claims of the defendant the said
 sum of Two Hundred and Fifty dollars, for this
 that the defendant as a common carrier of
 goods for hire: received from the Louisville and
 Nashville Railroad Company one box containing
 personal effects belonging to this plaintiff
 set out and enumerated in the first count thereof
 which is here adopted as a part of this Count,
 to be delivered to this plaintiff at Abingdon,
 Virginia; that said goods were not delivered
 to this plaintiff as said defendant undertook
 to do; but on the contrary said box and its contents
 were put off at a way station many hundreds
 of miles from said destination point Virginia
 and there permitted to remain exposed to rain and
 weather for many days; whereby the contents
 of said box were either greatly damaged or
 wholly destroyed. This plaintiff, therefore, claims
 said sum for loss and damages to her said effects
 both for damages and loss thereof.

A Trial by jury is demanded on the issues in this Case
 J. M. Sullivan atty for plaintiff

Filed March 7th 1904

Done & Executed the within writ March 9th 1904 by leaving a copy of the within summons & complaint with W.C. Withers as agent of the Defendant of Belle Mina Alabama

E. F. Purgason Sheriff
By J. L. Thomas Special Deputy Sheriff

State of Alabama
Limestone County

In the Circuit Court

Mary Crumshaw Plaintiff
vs

Southern Railway Company Defendant

Comes the defendant and demurs to the first count of the complaint herein filed and for grounds of demurrer assigns the following:-
1st It doth not appear from said count what the contract of carriage between the plaintiff and defendant was.

2nd It does not appear when the plaintiff entered into said contract with the defendant.

3rd It doth not appear where said contract was entered into between the plaintiff and defendant.

The defendant demurs to the second count of the complaint herein filed, and for grounds of demurrer assigns the following:-

1st It does not appear from said count that the defendant entered into any contract with the plaintiff for the carriage of the said household goods.

2nd It appears from said count that there is a misjoinder of actions therein in that the plaintiff claims damages for failure to deliver said household goods and also for negligence in allowing the goods to become injured and damaged.

Milton James
Atty for Deft.

Filed April 5th 1904 Done & Executed

Ed Rogers Adm.
Nelson Rogers Decd
867 vs Case
Western Union Tel. Co.

As it remembered that unto the July term 1904 of the Circuit Court of Limestone County was returned a summons & complaint in the words & figures following to-wit:

State of Alabama } Circuit Court
Simmons County }

To Any Sheriff of the State of Alabama-Granting:
You are hereby commanded to summon The
Western Union Telegraph Company, a corporation
to appear at the next term of the Circuit
Court to be held for said county, at the place
of holding the same, there and there to answer, the
complaint of E. J. Rogers administrator of the
estate of Nelson Rogers, deceased.
Witness this 7th day of March A.D. 1904
J. S. Malone Clerk
By W. H. Thurman of counsel

E. J. Rogers or Administrator } vs { The Western Union
of the estate of Nelson } Telegraph Company
Rogers deceased Plaintiff } Defendant

Count 1.- The plaintiff, E. J. Rogers as administrator
of the estate of Nelson Rogers, deceased, claims
of the defendant. The Western Union Telegraph
Company, a corporation and common carrier of
messages by wire for hire, the sum of Ninety
thousand dollars damages, for this; that on the
third day of May, 1903, the said Nelson Rogers,
through and by his agent, caused to be delivered
to the agent of the defendant at Englewood Ill
inois, the following message, to be promptly trans-
mitted over its wires and promptly delivered to the
addresses therein named at the place therein stated viz;

Dated Englewood Ill. 10 paid 5/3-1903
To Eddie Rogers, Belle Mina, Alabama
Nelson will arrive Decatur twelve noon
Monday feeling a little better
Signed Elihu Davis

That said message was received by the agent
of the defendant at Englewood, Illinois, for trans-
mission and delivery as aforesaid; that said agent
of the defendant also received from the agent
of the said Nelson the charge demanded for the
transmission and delivery of said message, to-wit.
fifty cents, which sum was paid to said agent
of the defendant in money; that said message was
not delivered to said addressee, Eddie Rogers, till
the morning of the seventh day of May, 1903 about
four days after the acceptance of said message
by the defendant for transmission and after the
death of said Nelson to the said addressee; that
said message was sent by said Nelson, through
his said agent, to his brother, the addressee, to whose
house he was coming from Englewood or Chicago

Illinois; that at that time, viz. the sending of the message, his arrival at Decatur, Alabama, and at Billermina Alabama, his destination said Nelson was in the lowest state of health, weak, infirm, practically incapable of taking care of himself; that his brother, the addressee, knew this; that in order to get from Englewood or Chicago to Billermina, Alabama, by the cars at Decatur from the Louisville & Nashville Railroad to the Southern Railroad, on which latter road Billermina, Alabama is located and near which place said addressee lived; that several hours elapsed, and usually elapses, between the arrival at Decatur of the L. & N. train and the departure of the first train over the Southern road, by and on which the said Nelson travelled from Decatur, Alabama to Billermina, Alabama; that it was necessary for said Nelson to wait in Decatur many hours between said trains; that the effort to notify by said message said addressee of his brother's departure from Chicago, or Englewood, for Decatur, which town is near to the home of said addressee, to-wit, six miles, was for the purpose and with the understanding that said addressee, said Nelson's brother would and could meet him in Decatur and there assist and wait upon him during his wait for the Southern train going to Billermina, travel with him to Billermina and from that point to the house of said addressee, to which the said Nelson was going; that the failure of the defendant to promptly transmit and deliver said message to the addressee as it contracted to do prevented said addressee from meeting his infirmed brother at Decatur and there waiting upon and assisting him during his wait for the Southern train and on and off the L. & N. and Southern trains and also to his destination to and near Billermina, Alabama, as said addressee would have done had said message been delivered promptly as the defendant contracted and was paid to do; that during the stay of said Nelson in Decatur he was seriously sick, weak, infirm and unable to help himself and was without the assistance and attention of his brother, the addressee, who would have been there to meet and assist and help and attend

to him had said message been promptly delivered without the unreasonable delay in the delivery of said message, to-wit, about four days; that during this stay between trains in Decatur the said Nelson fainted from weakness and suffered greatly and was without attention except such as was given him by a casual acquaintance and that for only a small part of the time of his said stay in Decatur; that when he got to Belle Mina the addressee or any member of the family of the addressee, his brother, or anyone else, living there to meet and assist him it was necessary for him to walk to the house of his said brother for which walk he was unprepared, in fact unable to take, because of his great weakness and physical exhaustion; and that when he was first known to me in the section of the country about Belle Mina, near the home of the said addressee, he was seen feebly and with great effort undertaking to get to the house of his brother sitting, able to walk only a few steps at a time and sitting down at short intervals on the ground to regain his wasted strength, at least, a little.

The plaintiff avers that had said message been promptly transmitted and delivered, without the unreasonable delay aforesaid, to the said addressee he said addressee, would have met his brother, said Nelson, at Decatur when he alighted from the said L & N. train on which he came to Decatur; that he would have remained with and assisted and attended to said Nelson during his stay there; that he would have been there to minister to him who was ill and sick and needed his attention and brotherly presence; that he would have been there to have assisted him throughout his stay in Decatur; that he would have been there to assist him to get aboard the Southern train aforesaid; and that he would have been with his said brother on his journey to Belle Mina, Alabama and there to arrange to get him off said train and to his house by conveyance, without walking, as he would have done had said message been promptly transmitted & delivered to him said addressee.

The plaintiff avers that said message could easily and without delay have been delivered to him at his home or near Belle Mina during the days of May the 3rd and 4th 1903; that said

message could easily have been delivered
 to said addressee at any time had said
 message been promptly undertaken to
 delivered to said addressee or defendant
 had contracted and been paid to do; and
 that said addressee is well known and
 was at said time well known to the agent
 of the defendant at Belle Mina, Alabama,
 the point to which said message was
 addressed and that said agent of the defen-
 dant at Belle Mina, Alabama, well knew
 whereat said addressee lived at that time,
 and the plaintiff avers that when said
 message was delivered to him on May 7th 1903
 it was too late for the purpose for which
 it was sent viz; that addressee might and
 would meet said Nelson at Decatur.
 Whereupon, plaintiff avers that by reason
 and on account of the failure of the defendant
 to promptly transmit and deliver said message
 to said addressee as was its duty under
 its contract to do and as it was paid to do,
 in advance, the said Nelson was deprived
 of his money paid for said message to-wit;
 fifty cents; that said Nelson was deprived
 of the assistance and help and comfort of the
 presence of his brother in his, said Nelson's
 infirmed condition at Decatur, enroute
 from Decatur to Belle Mina and at Belle Mina
 and was required to walk a distance he was
 unable physically to walk; that his physical
 weakness was by said walk unnecessarily
 increased as it would not have been had
 said addressee known he was coming and would
 have so known had said message been promptly
 delivered, as the said addressee would have
 provided for him a conveyance to carry said
 Nelson to addressee's house; that said Nelson
 was mentally worried and suffered mental
 anxiety because and on account of the
 failure as aforesaid to promptly transmit
 and deliver said message to the addressee
 which prompt transmission and delivery
 of said message would have greatly relieved
 or prevented the mental worry and anxiety
 of said Nelson had his said brother been
 with him after his arrival at Decatur;
 and that said mental suffering and anxiety

and worry would not have been so great, if indeed it would not have been wholly prevented, had not defendant unreasonably delayed said message's transmission and delivery to said addressee, but had performed its duty as it had contracted and agreed to do; for all which damage arising from the defendant's failure to perform its contract as aforesaid, the plaintiff claims said sum of nineteen hundred dollars; hence, this bill;

Count 2.- The plaintiff claims of the defendant said sum of nineteen hundred dollars for that the defendant as a common carrier of telegraphic messages, for hire, contracted, being paid, to-wit; fifty cents therefor, in advance, by C. W. Davis as agent of the plaintiffs institute, Nelson Rogers, to transmit and deliver promptly to Eddie Rogers at Selleville, Alabama, from Englewood, Illinois, the following message, to-wit: Nelson will arrive Decatur twelve noon Monday feeling a little better; said Nelson being then in a greatly infirmed condition and practically unable to care for himself and needing the care of said Decatur of his brother, to whom said message was addressed, and for which purpose of acquainting said addressee of the time of arrival of said Nelson at Decatur said message was sent that said Eddie Rogers might meet and meet said Nelson thereat and assist and aid him in his infirmed condition to reach his destination, to-wit, Selleville, Alabama, but, which contract the defendant failed to perform, in this; that said message was not delivered to said addressee till after the arrival of said Nelson at Decatur and at Selleville, Alabama and till after the expiration of to-wit, four days after the undertaking of said defendant to transmit and deliver said message promptly and within a reasonable time for which service it had been paid and had received the sum of ~~one~~ fifty cents, which undertaking the defendant did not perform, but on the contrary failed or refused to perform within a reasonable time; whereby the said Nelson was not met at Decatur by his said brother as he would have been, had said message been transmitted and delivered within a reasonable time as the defendant had contracted to do, and whereby said Nelson, who was very ill, in fact and

in a few days after his arrival at Tallmadge, Alabama, was deprived of the presence, comfort and assistance of his said brother on his arrival at Decatur, during his wait between trains at Decatur, en-route to Tallmadge, Alabama, and was injured, by such failure of the defendant to transmit and deliver said message, to walk from the station at Tallmadge to the house of the said addressee which he would not have done had said message been transmitted and delivered promptly as the defendant undertook and was paid to do and whereby said Nelson suffered great mental anxiety, was physically distressed and left without the comfort of his brother during a portion of the last days of his then ending life and whereby he was deprived of his fifty cents or about that sum, paid to the defendant for the prompt and reasonable fulfillment of said contract for the transmission and delivery of said message; for all which this plaintiff claims said sum of Ninety-two hundred dollars; hence this suit;

A Trial by jury is demanded
on the issues in this case

Filed this 7 day of March 1904

Edw. H. Clark

Thos. C. McShelton
Atty for plaintiff

Thos. C. McShelton
Atty for Plaintiff

By W. H. Turentine Dep. Clerk

Executed this March 9th 1904 by leaving a copy of the within summons and complaint with E. F. Puryear sheriff an agent of the Defendant at Tallmadge Alabama

Ed Rogers, Administrator of
Nelson Rogers Deced.

Western Union Telegraph Company

In the Circuit Court of
Lincoln County

motion to strike.

Now comes the defendant by its attorneys and moves to strike from the first count of the complaint in said cause all of the said count commencing with the words "that said Nelson was deprived of the assistance and help and comfort of the presence of his brother where said words first occur together in said count, down to the words, the plaintiff claims said sum of Ninety-two hundred dollars; hence this suit", where

they occur together in said count and at the end thereof, and for grounds of said motion, assigns the following:

- 1-For that the said matters are not proper elements of damage in this cause.
- 2-For that the plaintiff cannot recover for the physical suffering and mental anguish of his intestate.
- 3-For that the damages claimed are remote and speculative.
- 4-For that the damages claimed are not the natural or proximate consequences of the alleged failure to send or deliver the telegram.
- 5-For that the matters therein set up did not survive to the personal representative so as to authorize a suit by the personal representative.

And the defendant moves to strike from the second count of the complaint the following portion thereof, namely, commencing with the words, "whereby the said Nelson was not met at Decatur by his said brother" where they first occur together in said count, down to the words, "hence this suit", at the end of the count, and assigns as grounds for the motion the separate and several grounds above assigned in the motion to strike from the first count.

Filed April 12th 1904

W. H. Saunders, W. H. Saunders
Attorneys for Defendant

Harry S. McWhorter vs. case
Louisville & Nashville R.R. Co. Be it remembered that unto the
Circuit Court of Lincoln County Alabama, was returned
a summons & complaint in words & figures following:

State of Alabama, Circuit Court
Lincoln County, To any Sheriff of the State of Alabama- Greeting:
You are hereby commanded to summon
the Louisville and Nashville Railroad Company
a corporation, to appear at the next term of the
Circuit Court to be held for said County at the place
of holding the same, then and there to answer the
complaint of Harry S. McWhorter
Witness my hand this 7th day of March 1904

W. H. Saunders, W. H. Saunders
Attorneys for Defendant

Harry S. McWhorter vs. The Louisville & Nashville
Railroad Company Defendant
The plaintiff claims of the Defendant the sum

of Nineteen Hundred and Ninety-nine (\$1999.00) Dollars for this: That on the night of December 21st 1903, the defendant as a common carrier of freight between Nashville Tennessee and Decatur, Alabama, among other places, was operating a train known as a freight train, composed of many freight cars; that plaintiff was aboard such such train; that on said date while said train was in motion and when said train was a short distance from Elberton, Alabama, coming south from the north, a brakeman on said train an employee, agent or servant of defendant, came to where plaintiff was on said train and willfully, intentionally or recklessly knocked plaintiff off of said train, shooting him with a pistol through his body, and greatly injuring plaintiff by such gross violence.

And the plaintiff avers that such willful intentional or grossly reckless action of said brakeman was an act done and committed by said brakeman within the scope of his employment by said defendant.

And the plaintiff claims said sum of Nineteen Hundred and Ninety-nine dollars as and for punitive and vindictive damages for said wrong so willfully, intentionally or recklessly inflicted on him by said brakeman or on said - Hence this suit

Thus, C. M. Bellamy
a trial by jury is demanded
T. C. McEllen atty for plaintiff

I have executed the within writ or summons by leaving a copy of the within summons and complaint with H. S. Merrill agent for Defendant this march 9th
Filed march 7th 1904
E. J. Poyner Sheriff

State of Alabama
Sumner County
Harry S. McEllister Esq.
at Malone, Okla by W. H. Sumner Esq. clerk
In the Circuit Court

Louisville & Nashville Railroad Company Corporation 2nd
Comes the defendant by its attorney and answers to the complaint in this cause filed, and and for grounds of defense assigns the following:
1st Because plaintiff seeks to hold defendant

- liable for the willful act of its agent not done within the scope of the authority of said agent
2. Because said complaint shows on its face that the injuries complained of were not committed within the scope of authority of said brakeman,
3. Because said complaint fails to allege the name of the agent inflicting the injuries complained of or that his name is unknown to plaintiff,
4. Because the allegations that the acts complained of "were done and committed within the range and scope of authority of said brakeman" is the conclusion of the pleader and not the statement of a fact.
5. Because the facts set out in said complaint show that the injuries complained of were not done within the range and scope of authority of said brakeman, and the allegation to this effect is the mere conclusion of the pleader,
6. Because the plaintiff seeks to hold the defendant liable for the willful and malicious misconduct of its servant, not done in the discharge of said servant's duty and within the line of his employment by the defendant.
7. Because said complaint does not allege any facts which show that the defendant is liable for the wanton or malicious acts of its agent as therein alleged.

Filed April 12th 1904

L. C. Thayer
 D. C. Malone Clerk } Atty for defendant

State of Alabama } In the Circuit Court
 Sumter County }

Harry S. McMillan Plaintiff

vs
 Louisville & Nashville Railroad Company Defendant.

Comes the defendant by its attorney and further demurs to the complaint in this cause filed, and for grounds of demurrer assigns the following:

8. Because the complaint does not allege any facts or facts, which sufficiently show that the act complained of was in the scope of authority of the alleged agent.

9. Because the complaint alleges no act or declaration of the defendant which would constitute the alleged brakeman its agent in the act complained of.

10. That if it be true as alleged in said

complaint, that defendant's servant recklessly knocked plaintiff off of said train, it would, at most be simple negligence, and it is not averred in said complaint that plaintiff was rightfully on said train or that the defendant owed him any duty whatever.

11- Because said complaint states no cause of action in that it seeks to recover solely for exemplary damages.

12 Because compensatory damages are not claimed in said complaint but only vindictive and punitive damages.

13. Because no damages are claimed for actual injury in said complaint the only claim being for vindictive and punitive damages.

Filed 17th day of July 1904. } H. E. Thack
Geo. Malone, Clerk & Atty. for Defendant

Pattie Westmonland vs. Case
Western Union Telegraph Co. } July Term 1904 of the Circuit Court
of Sumter County, Alabama, was
returned a summons & complaint in words and
figures following to-wit:

State of Alabama } Circuit Court
Sumter County } Do Any Sheriff of the State of Alabama- Greeting:
You are hereby commanded to summon
The Western Union Telegraph Company,
a corporation to appear at the next term
of the Circuit Court to be held for said county,
at the place of holding the same, then and there
to answer the complaint of Pattie Westmonland.
Witness this 7th day of March AD 1904
Geo. Malone, Clerk,

Pattie Westmonland } ^{Be} Plaintiff } Western Union Telegraph
Company Defendant
The plaintiff, Pattie Westmonland, claims
of the defendant, the Western Union Telegraph
Company, a corporation, the sum of seven
hundred and fifty dollars, for damages, for
this:- that the defendant as common carrier
of telegraphic intelligence for hire accepted
from the plaintiff at Montgomery, Alabama,
for transmission and delivery, promptly, to the
hereinafter named addressee, the following
telegraphic message, to-wit:

3 Jan 5 Dated Montgomery, Ala. Nov. 28-1904
 To Mr. F. H. Westmonland Arthur also
 met me to-night

Signed Pattie Westmonland

That for the service of promptly transmitting and delivering to said addressee the aforesaid message the plaintiff paid and the defendant by its agent accepted from said plaintiff the sum of, to-wit, fifty cents; that said defendant undertook to deliver said message promptly, as was its duty to do; that said message, altho the it was the defendant's duty to deliver and transmit said message promptly and to use throughout due diligence, was not delivered to the said addressee promptly and within a reasonable time but, on the contrary, was delayed many hours, to-wit, 24 hours, and after the arrival in Athens Alabama, such delay in delivery making such message useless for the purpose for which it was undertaken to be sent by the plaintiff through and by the defendant; that said message was undertaken to be sent to the said addressee, who is plaintiff's brother, for the purpose of notifying said addressee that his sister, the plaintiff, would arrive in Athens on the train going north through said town from Montgomery Alabama at or about midnight, in order that said addressee might meet plaintiff, who is a young lady and escort her to her home which is many blocks from the station where trains stop to let off passengers; that said addressee had he received said message promptly as was the duty of the defendant to have delivered and transmitted said message, would have met his said sister, the plaintiff at said midnight train and have escorted her to her home; that she came on said midnight train as said message stated she would, but, her brother, addressee, not having received said message, did not know that she would arrive on said train and therefore, did not meet her; and that she alighted from said train at or about midnight, with no one to meet her, as would have been done had said message been promptly transmitted and delivered as was defendant's duty to have done.

The plaintiff avers that said addressee re-

sides in Athens was well known to defendants agents and employees of said town and could easily have been found had defendant made the least effort to find him and deliver said message.

Whereupon, plaintiff alleges that defendant in the transmission and delivery, or the transmission or delivery, of said message was guilty, in its negligent failure to perform its duty, of a gross violation of its duty in the premises; that it was its duty to have promptly delivered and transmitted said message to the said addressee and that in its failure to do so it was guilty of such gross misconduct and breach of duty as to vince a wanton disregard of its plain duty in the premises; and that its negligent failure to perform its plain duty, as aforesaid, was a wanton, willful or intentional wrong to this plaintiff.

And, for the aforesaid willful, wanton or intentional failure of the defendant to fulfill its duty to this plaintiff in the premises, the plaintiff claims the said sum of seven hundred and fifty dollars as punitive and vindictive damages and also said sum for the wrong inflicted by defendant on this plaintiff as well as the deprivation of her money so paid to defendant as aforesaid and also for the annoyance, vexation and mental suffering retailed upon this plaintiff when she arrived, at midnight on said train and was not met by said addressee, as she would have been had not said defendant not wantonly, willfully or intentionally neglected and failed or refused to do its duty in the prompt transmission and delivery of said message to said addressee; hence this plaintiff

A trial by jury is demanded on the issues { Thus, C. M. McCallane
in this claim. Thos. P. McCallane } Atty for plaintiff

Filed this 7th day of March 1904 Geo. Malone, clerk,
Executed this 11th day of March A.D. 1904 by leaving
a copy of the within summons and Complaint with
Geo. L. Sherrill as agent of the defendant at Athens
Alabama. E. J. P. Morgan

Sherrill

Ollie Westmoreland Plaintiff
 869
 Western Union Telegraph Co. Def.

In the Circuit Court of
Lincoln County,

Motion to Strike

And now comes the defendant by its attorneys and moves the court to strike from the complaint in said cause the following parts thereof:

1- And for the said willful, wanton or intentional failure of the defendant to fulfill its duty to this plaintiff in the premises, the plaintiff claims the said sum of seven hundred and fifty dollars as punitive and vindictive damages; and also said sum for the wrong inflicted by defendant on this plaintiff, upon the grounds that said damages are too remote and speculative.

2- That the said damages are not the natural or probable consequence of the breach of the alleged duty of the defendant.

And the defendant moves to strike from the complaint the words, and also for the annoyance, vexation and mental suffering entailed upon this plaintiff when she arrived at midnight on said train and was not met by said addressee or she would have been had said defendant not willfully, wantonly or intentionally neglected and failed, or refused to do its duty in the prompt transmission and delivery of said message to said addressee, upon the grounds,
1- For that said damages are remote and speculative,
2- For that said damages are not recoverable in this action.

3- For that said damages are not the natural or probable consequence of the failure to deliver said message and cannot from anything in the complaint be said to have been within the contemplation of the parties to said contract.

And the defendant moves to strike from the complaint the words, "as well as the deprivation of her money so paid to the defendant aforesaid," upon the grounds that the said count is not recoverable in an action of tort.

Filed April 12th 1904

W. H. Hulse Clerk

E. J. Campbell W. T. Sanders
 Attorneys for Defendant

James R. Davis }
 870 vs Appeal }
 S. B. Henderson } Be it remembered that unto the July Term 1904
 of the Circuit Court of Limestone County Alabama
 was returned an Appeal Bond and transcript which
 is in the words and figures following to-wit:

Appeal Bond

The State of Alabama } know all men by these presents: that we
 Limestone County } S. B. Henderson, W. B. Vaughan & E. J. Gray
 are true and firmly bound unto James R. Davis in the sum
 of Two Hundred Dollars for the payment of which well and
 truly to be made we bind ourselves and each of us, our
 and each of our heirs, executors and administrators, jointly
 and severally. But upon condition, that if the above bound
 S. B. Henderson shall prosecute to effect an Appeal by
 writ taken this day to the next term of the Circuit Court of
 Limestone County from a judgment rendered against him
 in favor of said James R. Davis by H. W. A. Gray a Justice
 of the Peace for said County, for the sum of Fifty Three & 47/100
 Dollars debt and Dollars costs, or if he
 fail in said Appeal, shall pay such judgment back as a
 debt and costs, no way be rendered against him by the
 said Circuit Court of Limestone County then, in either of
 said events, this obligation to be void, otherwise to remain
 in full force and effect.

Given under our hands and seals, this the 11th day of March
 1904.

Approved
 W. A. Gray Notary Public

S. B. Henderson

W. B. Vaughan Security

E. J. Gray

Seal

Seal

Seal

Transcript

"James R. Davis }
 vs }
 S. B. Henderson } Before W. A. Gray, a Notary Public, and Ex Officio
 Justice of the Peace in and for Limestone County,
 Limestone County, Alabama,

This being the day to which the above cause was regularly
 continued, came the plaintiff and the defendant in their
 own proper persons, and also by attorneys and the trial
 of the above cause was regularly entered upon and had. After
 having and considering all the allegations and proof, and
 all of the evidence submitted both by the plaintiff and defendant
 and the argument of counsel for the plaintiff and defendant it is
 considered by the Court that the plaintiff is entitled to recover of
 the defendant the sum of Fifty Three (\$53.47) dollars and forty seven
 cents, being the value of the bale of cotton in controversy, and
 also the costs of this suit. It is therefore ordered by the Court
 that the plaintiff, the said James R. Davis, have and recover of
 the defendant, the said S. B. Henderson, the said sum of fifty three
 (\$53.47) dollars and forty seven cents, together with the costs of
 this case, for the recovery of which it is ordered that execution issue.

It appearing to the Court that this action was commenced

by attachment levied upon the following property of the defendant, to wit: Two mules one two horse wagon one box and contents for which the said defendant gave bond according to law & a further order that said property be forth coming for the satisfaction of said judgment, and that the same is hereby condemned and ordered to be sold for the satisfaction of said judgment, with the costs of this suit in all respects according to law for such fees made. This 17th day of March 1904

W. A. Gray, Notary Public and ex officio
Justice of the Peace

Southern Railway Company } As it remembered that unto the Jury Term 1904
871 D.S. Assumpsit } of the Circuit Court of Limestone County Alabama
Henry Martin } was returned a summons and complaint in
the words and figures following to wit:
Summons

The State of Alabama } Circuit Court
Limestone County } April Term 1904

Do any Sheriff of the State of Alabama greeting - You are hereby com-
manded to summon Henry Martin to appear at the next term
of Circuit Court to be held for said County, at the place of holding the
same, then and there to answer the complaint of Southern Railway
Company, a corporation chartered under the laws of the State of
Virginia.

Witness my hand this 25th day of April 1904

Geo. Wallace Clerk

Complaint

Southern Railway Company, a Corporation chartered under the
Laws of the State of Virginia Plaintiff

871 D.S. Assumpsit

Henry Martin Defendant

The Plaintiff claims of the Defendant twenty-three and 44/100 Dollars
and the plaintiff by the defendant for merchandise, goods, and
chattels, to wit: twenty-five rolls of baggage delivered by the plain-
-tiff to the defendant on to wit: the 7th day of November, 1902, with
interest thereon at 8% per annum from to wit: Sept 10th 1903

#2 The plaintiff claims of the defendant the sum of twenty three
and 44/100 Dollars for twenty-five rolls of baggage of the value of
twenty-three and 44/100 Dollars, received on the 7th day of November
1902, by the defendant to the use of the plaintiff, which sum of
money with the interest thereon from to wit: Sept 10th 1904 is still due
and unpaid

The Plaintiff claims of the defendant the like sum of twenty
three and 44/100 Dollars for this: that on or about the 30th day
of November 1902, the plaintiff received for baggage, at
Memphis, Tennessee, twenty-five rolls of baggage for the defendant,
and fifty rolls of baggage for F. Beyer & Son at Cullman
Alabama; that said baggage was carried by the plaintiff to

Decatur, Alabama, and by mistake of plaintiff, fifty rolls of bagging was delivered to the Huntsville & Nashville Railroad Company for Henry Martin, Athens, Alabama, and twenty-five rolls for F. Beyer & Son Cullman, Alabama; that the said fifty rolls was delivered to and received by the defendant, on or about November the 6th or 7th 1902, which he has retained for his own use and benefit; that F. Beyer & Son put in a claim for shortage of twenty-five rolls. So delivered to defendant, for which plaintiff paid the said F. Beyer & Son the said sum of Seventy Three & 44/100 Dollars, on or with the 10 day of Sept. 1903; that the defendant has refused to return or pay for the excess of twenty-five rolls of bagging of the value of Seventy Three & 44/100 Dollars, delivered by mistake as aforesaid to him, wherefore plaintiff claims of the defendant the said sum of Seventy Three & 44/100 Dollars, with interest thereon at the rate of 8 per cent per annum from & with the 10 day of Sept. 1903.

William Humes, Esq. Atty. Gen. H. C. Shack

Attorneys for Plaintiff

Endorsed

"I have executed the within writ this April 25th 1904, by leaving a copy of the within summons and complaint with Henry Martin the defendant

E. F. Puryear Sheriff

Samuel Swearingen. Plaintiff
872 083 Case
Huntsville & Nashville Railroad
Company, a corporation. Defendant

Be it remembered that into the July Term 1904, of the Circuit Court of Winston County Alabama was returned a summons and complaint in the words and figures following to wit:

The State of Alabama } Circuit Court
Winston County } July Term 1904

To any Sheriff of the State of Alabama. Greeting: You are hereby commanded to summon the Huntsville & Nashville Railroad Company a corporation to appear at the next term of the Circuit Court to be held for said county, at the place of holding the same, there once there to answer the complaint of Samuel Swearingen

Witness my hand, this 26th day of May 1904

Geo. Malone Clerk

Complaint

"Samuel Swearingen Plaintiff
872 08

Huntsville & Nashville Railroad
Company, a corporation Defendant

The Plaintiff claims of the defendant, a corporation, engaged in the business of operating a railroad for the carriage of passengers and freight for hire, between the cities of St. Louis, Missouri, or East St. Louis, Illinois, and Birmingham, Alabama, and various other points in the States of Alabama, Illinois, and Louisiana, the sum of two thousand dollars, as damages, for this, that, whereas, on, to wit: Shortly before or after twelve o'clock on the night of March, 28th 1904, plaintiff, having a ticket on said defendant's line from Birmingham, Alabama

to East St. Louis, Illinois, entered one of defendants regular passenger trains between said points at the town of Decatur, Alabama, said plaintiff having therefore paid for said transportation in the shape of said ticket; that at the time plaintiff had with him his young son and his plaintiffs wife, both of whom were entitled to transportation over the line of said defendants road; that the conductor of said train of defendant, whose name is to plaintiff unknown demanded of plaintiff the fare; that said plaintiff tendered to said conductor, who was the agent of said defendant for the purpose of taking up the fares of passengers on said train and had said train otherwise in charge, his ticket, which said ticket entitled plaintiff to transportation over defendants line of railroad from the City of Birmingham, Alabama, to the City of East St. Louis, Illinois; that said conductor declined and refused to recognize said ticket as entitling this plaintiff to transportation from said town of Decatur, Alabama, to the said City of East St. Louis, Illinois; that said conductor demanded of plaintiff that he pay the fare from and between said points, which plaintiff declined to do, stating to said conductor that said ticket was good and that he plaintiff did not have the money with which to pay the fare demanded; that said conductor thus informed plaintiff that he must either pay said fare or he, said conductor would put plaintiff off of said train; that plaintiff endeavored to persuade said conductor to permit plaintiff and his wife and son to ride to the City of Nashville, where said conductor could ascertain whether said ticket was good and that if it was answered said ticket was not good; the plaintiff would pay to said conductor the fare for all three from said town of Decatur to said City of Nashville Tennessee, which the said conductor refused to do; that said conductor took possession of plaintiffs said ticket and refused to return same to him, though requested to do so; that said conductor thereupon when said train reached the town of Athens, Alabama, about fourteen miles north of Decatur, Alabama, ejected plaintiff from said train together with his wife and child; that this ejection from said train at Athens occurred shortly after twelve o'clock, in the night-time, and the plaintiff avers that it was the duty of said conductor to protect him from insult and injury and to see that plaintiff was transported over defendants road to his destination, or so far at least on the road to his destination as said conductor's run extended, therefore the plaintiff avers that because of the breach of duty by said conductor plaintiff was forced off of said train in the night, which was dark, with his wife and children that he was insulted, mistreated and mortified, that he was forced to get off of said train at a strange place

in which he had never been and in which he knew no one, and was forced to remain in said place for several days and to go to great expense in paying hotel bills, telegrams and sending for money with which to pay his fare from said town of Athens to said city of East St. Louis, that he suffered great indignity and much mental pain and suffering, all to his damage in the aforesaid sum of two thousand dollars. Hence this suit

2nd The Plaintiff claims of the defendant, a corporation engaged in the business of operating a railroad for the carriage of freight and passengers for hire, the sum of Two thousand dollars, as damages, for this, that, whereas, on, to wit: the 24th day of February, 1903, plaintiff made a contract with defendant for twenty-five hundred miles of transportation over said defendant's line of road, that in accordance with said contract, E. L. Stone, as General "Passenger Agent" of said defendant, issued to plaintiff a "descriptive advertising trip ticket" for plaintiff his wife and son, from the city of Birmingham Alabama, to the city of East St. Louis, Illinois, that said trip ticket was issued by said Stone as such agent of defendant, and as it was his duty to do, that by some inadvertence or mistake of said Stone, or some one to whom he had delegated the authority to fill out said ticket, said ticket though dated the 28th day of December 1903, was limited to 31st day of March, 1904, that plaintiff was unaware of such mistake having been made by said Stone, that in accordance with and relying upon said ticket as thus issued plaintiff entered together with his wife and son, for all three of whom said ticket had been made, one of defendant's regular passenger trains at Decatur, Alabama, for the purpose of riding thence to East St. Louis; that the conductor, who was the agent of defendant in charge of said train and whose duty it was to take up tickets and collect fares from passengers, demanded of plaintiff his fare, that plaintiff presented to said conductor the trip ticket issued to him for transportation of himself, his wife and son over said defendant's road from Birmingham, Alabama, to East St. Louis, Illinois, that said conductor declined to accept said ticket, holding out and saying that the same was out of date and demanding of plaintiff that he pay the fare of himself, wife and son or that he, said conductor, would put them off of said train; that plaintiff declined and refused to pay such fares, stating to said conductor that he did not have the money therefor; that said conductor, when the train reached Athens, Alabama, about fourteen miles north of the said town of Decatur, Alabama, ejected plaintiff together with his wife and son, from off of said train; that this occurred shortly after the hour of midnight on the night of March the 28th, 1904, that plaintiff was an utter stranger in said town and the night was dark, that plaintiff, together with his wife and child, were thus ejected in the presence

of quite a large crowd of people. Wherefore the plaintiff avers that because of the mistake of said C. R. Stone, agent of said defendant, whose duty it was to issue said ticket aforesaid, that he was embarrassed in the presence of a large number of people that he was put to great inconvenience, loss of money and of time; that he was forced to stop over in said town of Athens for several days until he could communicate with his home which is at Austin in the State of Minnesota, for money with which to pay his fare. That he suffered loss of money, humiliation, expense, from said train and great mental pain and anguish, all to his damage in the aforesaid sum of two thousand dollars. Hence this suit.

W. R. Walker

Attorney for Plaintiff

A trial by jury is demanded. W. R. Walker atty for Pffs
I hereby acknowledge myself security for costs in above case

W. R. Walker

Endorsed, I have executed the within writ May 27 1904 by leaving a copy of the within summons and complaint with Geo. R. Sherrill Justice agent of the C. W. R. Co. at Athens Limestone County Alabama

E. F. Puryear Sheriff

J. E. Cline Deputy Sheriff

Margaret Swearingen Plaintiff } Re it remembered that unto the July
1873 case } Term 1904 of the Circuit Court of Limestone
Landsville & Nashville Railroad } County Alabama was returned a
Company, a Corporation Defendant } Summons and complaint in the
words and figures following to wit:
Summons

"The State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama
Greeting: You are hereby commanded to summon Geo. R. Sherrill & Nashville Railroad Company a Corporation to appear at the next term of the Circuit Court to be held for said at the place of holding the same, then and there to answer the complaint of Margaret Swearingen.

Witness my hand, this 26th day of May 1904.

George Watson Clerk

Complaint

Margaret Swearingen Plaintiff } The plaintiff claims of The Defendant
18 } a corporation, engaged in the business
Landsville & Nashville Railroad } of operating a railroad for the trans-
Company, a Corporation Defendant } portation of passengers and freight
for the sum of two thousand dollars damages for

This, that, whereas, under and by virtue of a certain contract made and
 executed by and between the defendant and Samuel Swainson, the
 husband of plaintiff, the said Samuel Swainson received from said
 defendant by and through one C. R. Stone, as General Passenger Agent of
 said defendant, said Stone being authorized thereto by defendant, a
 "Description advertising trip ticket" from the City of Birmingham, Alabama,
 to the City of East St. Louis, Illinois, entitling plaintiff to transportation over
 the said road of defendant between said points mentioned, the said Sam-
 uel Swainson having paid the value required of him by defendant
 for said transportation as before described; that plaintiff, in company
 with her son and said husband, entered said defendant's ex-
 press passenger train, which carried passengers between the points
 named, the said husband and son mentioned being entitled to
 transportation also by virtue of same contract and ticket; that the
 conductor of said train, shortly after plaintiff had entered said
 train, demanded of plaintiff her fare, which it was said conductor's duty
 to do; that the said ticket, entitling plaintiff to transportation as before
 mentioned, was ~~presented~~ to said conductor, the agent of said defen-
 dant, in payment of the fare of plaintiff or as entitling plaintiff to
 travel between the points mentioned; that said conductor declined
 and refused to permit plaintiff to travel on said ticket, informing
 plaintiff that she must either pay fare or be removed from said
 train; that this was said to plaintiff's husband in her presence;
 that plaintiff's husband, together with plaintiff, insisted that said
 ticket entitled them to transportation between the points mentioned,
 and plaintiff's husband informed said conductor, agent of defendant,
 that he did not have the money to pay their fare as demanded; that
 said conductor hastily informed plaintiff that she would have
 to get off of said train or pay her fare; that plaintiff then again in-
 formed said conductor that she was unable to pay her fare as not
 having anticipated any trouble she was not prepared to pay any
 such sum of money as necessary; that she was without suffi-
 cient funds for that purpose; that plaintiff, her husband and
 son, had entered said train, as before stated, at the town of
 Decatur, Alabama, a point on defendant's road between said
 Cities of Birmingham and East St. Louis; that said conductor took
 up from plaintiff's husband said ticket entitling her to
 transportation as before stated and declined and refused to
 surrender same; that when said train reached the town of Athens,
 Alabama, about fourteen miles north of said town of Decatur,
 the conductor ejected plaintiff from off said train; that plaintiff
 was ejected from said train shortly after midnight of the 28th day
 of March, 1904, at a time when it was very dark and at a place
 where said plaintiff was an entire stranger; that plaintiff was
 forced to remain in said town of Athens for two or three days
 until arrangements could be made by telegraph for money from
 Austin, Minnesota, which is her home; that plaintiff was mortified,
 humiliated and made exceedingly nervous by this high-handed

actions of defendant; that it was the duty of said conductor to recognize said ticket and carry plaintiff safely, without insult or injury, to the point named. Therefore this plaintiff avers that because of the breach of duty of said conductor she was injured, mortified, humiliated, at the great indignity put upon her, all of which occurred in the presence of quite a number of people, that she has suffered and did suffer great mental pain and anguish loss of money and time, all to her damage in the aforesaid sum of two thousand dollars. Hence this suit.

2. The Plaintiff claims of the defendant a corporation engaged in the business of operating a railroad for the carriage of passengers and freight for hire. The sum of two thousand dollars, as damages, for this, that whereas, to wit: the 23rd day of December, 1903, the defendant, through its agent C. L. Stone, whose duty it was to correctly to do, under and by virtue of a contract ~~therefore~~ made between Samuel Swearingen Plaintiff's husband, and said defendant, issued to said Samuel Swearingen, a "descriptive advertising trip ticket," by the terms of which plaintiff, together with her husband and her son, were entitled to transportation over the said defendant's line of road from the City of Birmingham, Alabama, to the City of East St. Louis, Illinois; that by virtue of the rights thus accorded to plaintiff under said contract and by virtue of the terms of said ticket, thus issued, entered one of the regular passenger trains of said defendant, which said train carried passengers between the said points mentioned, at the town of Decatur, Alabama a point between the said Cities of Birmingham and East St. Louis, on defendant's said line of road; that her said husband and son were with her at the time; that after entering said train, and after it had left the town of Decatur, the conductor of said train, agent of defendant for the purpose, came to plaintiff's husband and to plaintiff and demanded their fare; that the husband of plaintiff tendered the ticket, issued by said Stone, as agent aforesaid, which said ticket the said conductor refused and declined to recognize as entitling plaintiff to transportation over defendant's line of road between the points mentioned, and demanded payment of fare by plaintiff or that he would eject her; that plaintiff contended that said ticket was good and entitled them to transportation over said road to the point mentioned; that this all occurred in the presence of quite a number of persons on said train; that said conductor adhered to his claim that said ticket was invalid and refused to permit plaintiff to travel on said ticket from said town of Decatur to said City of East St. Louis; that plaintiff was not prepared to pay her fare, neither she nor her husband having the necessary money therefor; that when said train reached the town of Illinois, a point about fourteen miles north of said

town of Decatur, the said Conductor ejected plaintiff from said train, it being shortly after midnight on the night of the 28th day of March, 1904; that plaintiff was an utter stranger in said town and the night was dark; that plaintiff was forced to remain in said town amongst strangers until arrangements for money could be made by telegraph; that she ^{was} put to much inconvenience and expense; that said ticket, if the said C. L. Stone, as agent of said defendant, had done his duty, which he should have done, would not have expired at the date mentioned by said Conductor, but to the contrary would have been good until the 31st day of March, 1904; that said Stone made a mistake in thus limiting said ticket to some date anterior to the 31st day of March, 1904. Wherefore plaintiff avers that because of said mistake of said Agent of defendant, C. L. Stone, this plaintiff was humiliated, mortified, caused much pecuniary loss, suffered great mental and bodily pain and anguish and was otherwise injured in reputation and person, all to ~~the~~ great damage in the afore-said sum of two thousand dollars. Hence this Suit.

W. R. Walker

A Trial by Jury is demanded.

Attorney for Plaintiff

W. R. Walker, Attorney for Plaintiff

I hereby acknowledge myself Security for the costs in the above case

W. R. Walker

Endorsed: "I have executed the within writ May 27th 1904 by leaving a copy of the within summons and complaint with Geo. L. Shreve Station Agent of the Louisville & Nashville R.R. Co at Athens, Limestone County, Alabama.

E. F. Pungvar Sheriff

J. E. Blum, Deputy Sheriff

William Swearingen by his next friend
Samuel Swearingen, Plaintiff

874 033 Case

Louisville & Nashville Railroad
Company Defendant

and joins to wit:

Summons

The State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State of Alabama
Greeting: You are hereby commanded to summon Louis-
ville & Nashville Railroad Company a corporation to appear
at the next Term of the Circuit Court to be holden for said
County at the place of holding the same, there and there to
answer the complaint of William Swearingen by his
next friend Samuel Swearingen.

Witness my hand, this 26th day of May 1904

Geo. Malone

Clerk

Be it remembered that into the
July term, ¹⁹⁰⁴ of the Circuit Court of
Limestone County, Alabama
was returned a summons
and complaint in the words

Complaint

William Swainson by his next
friend, Samuel Swainson

874 vs Case

Louisville Nashville Railroad
Company a Corporation

The Plaintiff, a minor,
By his next friend Samuel
Swainson, claims of the
Defendant, a corporation en-
gaged in the business of opera-
ting a railroad for the carriage of passengers and freight for
hire, the sum of two thousand dollars, as damages, for the
fact, whereas, on, to-wit: the 23rd day of December, 1903, the
Defendant, by virtue of a contract it had with one Samuel
Swainson, issued, through its agent, C. R. Stans, a "descriptive"
"Advancing Ticket" over its line of road entitling plaintiff
to transportation over its said line from the City of
Birmingham, Alabama, to the City of East St. Louis, Illinois;
that on the night of March 28, 1904, plaintiff together with
his father and mother, who were similarly entitled to transpor-
tation under said contract and ticket, entered one of the
regular passenger trains of defendant at the town of Decatur,
Alabama, a point on said defendant's road between said
City of Birmingham, Alabama and East St. Louis, Illinois;
that said train so entered by plaintiff was one that car-
ried passengers from said City of Birmingham to said City of
East St. Louis; after said train left the town of Decatur the Con-
ductor thereof, Agent of said defendant for the purpose, and
whose duty it was to take up fares and tickets of passengers
and to care for and protect passengers from insult and injury
demanded of plaintiff his fare; that plaintiff's father tendered to
said Conductor the afore~~mentioned~~ ticket in payment of plaintiff's
transportation; that said Conductor refused to accept said ticket
stating that the same was out of date or had expired by limitation;
that thereupon, when said train reached the town of Athens,
Alabama, a point on said defendant's road about four-
teen miles north of said town of Decatur, said Conductor
expelled said plaintiff from said train, ^{that} being shortly after
midnight and the night being dark; that said ~~plaintiff~~ ^{plaintiff} was
a stranger at said place and had ~~not~~ ^{been} ~~remained~~ ^{remained} over a day or
had in view for his parents to secure money with which to pay fare
to East St. Louis; that said ticket was ⁱⁿ all respects, good and
valid, and entitled plaintiff to the transportation aforesaid
Wherefore plaintiff avers that because of the breach of
duty of said Conductor in thus expelling plaintiff from said
train plaintiff suffers pecuniary loss and great mental and
physical pain and anguish, all to his damage in the aforesaid
sum of two thousand dollars since this suit,

2. Plaintiff claims of defendant, a corporation engaged in the
business of operating a railroad for the carriage of passengers and
freight for hire, the sum of two thousand dollars, as damages, for the

that, whereas, on, to-wit: the 28th day of December, 1903, in accordance with ^{plaintiff's} contract between defendant and Samuel Swearingen, C. R. Stone, senior - all passenger agent of defendant, issued to Samuel Swearingen a "descriptive advertising ticket, entitling plaintiff, said Swearingen and the latter's wife, to transportation over defendant's line from the City of Birmingham, Alabama, to the City of East St. Louis, Illinois; that by some mistake of said Stone, as such agent aforesaid and who are duty it was to issue such ticket, said ticket was incorrectly limited or dated; that plaintiff, being unaware of any such error having been made by said Stone, entered one of the regular passenger trains of defendant at the town of Decatur, Alabama, a point on said defendant's road between said cities of Birmingham and East St. Louis for the purpose of travelling thence to the latter point; that after leaving Decatur the conductor of said train, whose duty it was to collect tickets and fare of said passengers on said train, which carried passengers to said city of East St. Louis, demanded of plaintiff his ticket or fare; that the father of said plaintiff tendered said ticket previously described and mentioned, in payment of plaintiff's fare; that said conductor refused to accept said ticket in payment thereof and demanded payment of the fare of said plaintiff; that this was refused by plaintiff; that when said train reached the town of Athens, Alabama, a point about fourteen miles north of Decatur, said conductor ejected plaintiff from said train and declined to permit him to travel further thence unless said fare was paid; that this was shortly after midnight on the night of to-wit: March 28th, 1904. Wherefore plaintiff avers that because of the mistake or error of said C. R. Stone, the agent of defendant, in the issuance of said ticket he was caused great shame, pain, humiliation and mortification, pecuniary loss and suffered great bodily pain and mental suffering and anguish, all to plaintiff's great damage in the aforesaid sum of two thousand dollars. Hence this suit.

W. R. Walker atty for Plff
 a trial by jury is demanded. W. R. Walker atty for Plff
 I hereby acknowledge myself security for costs in above case
 W. R. Walker.

Endorsed. "I have executed the within writ May 27th 1904 by leaving a copy of the within summons and complaint with Geo. L. Sherrill station agent of the L. & N. RR. Co at Athens Lincoln County Alabama

E. F. Puryear Sheriff
 J. E. Cline Deputy Sheriff

Complaint
E. F. Blair
873- N.S. Case
Louisville & Nashville
Railroad Road Company
A Corporation

Be it remembered That
into The Oct. Term 1904
of The Circuit Court of
Limestone County Alabama
Was returned A. Summons
And Complaint in The Words
And figures following to Wit-
Summons

The State of Alabama Circuit Court
Limestone County } To Any Sheriff of The State
of Alabama Greeting
You are hereby commanded to Summons The
Louisville & Nashville Railroad Company A.
Corporation to appear at The next Term of The
Circuit Court to be held for said County at The
Place of holding The same There and There to answer
The Complaint of E. F. Blair
Witness my hand This 26th day of May - 1904
Geo. Malone Clerk

Complaint
E. F. Blair Plaintiff
U.S.
Louisville & Nashville Railroad
Company A Corporation Defendant

The plaintiff Claims
of The defendant
Two Hundred Dollars
Damages for The
Failure to deliver
certain goods viz. one box of Clothing received
By it as a common carrier to be delivered to R. L. Blair
at Mariana Arkansas for a reward which it failed
to deliver And The plaintiff avers that said
Goods were consigned by him to said R. L. Blair
The ownership of same being in plaintiff

W. B. Walker
Attorney for plaintiff
A trial by jury is demanded
W. B. Walker
Attorney for plaintiff
I hereby acknowledge
Myself security for cost in above cause
W. B. Walker

Endorsed
I have Executed The Within writ
May 27th 1904 by leaving a copy of The Within
Summons And Complaint With Geo. L. Sherrill
Station Agent of The L. & N. R. Co. at Athens
Limestone County Alabama
E. F. Puryear Sheriff
J. G. Glenn Deputy Sheriff

Pleas.

872

The State of Alabama
Limestone County
E. H. Blair Plff.
VS.

Lenoirville T. Nashville
Railroad Company Def.

in The Circuit Court

1st comes The defendant
And for answer to The
complaint in this cause
Filed says That it is not
Guilty of The Matters and
Things therein Alleged -

2^d Defendant for further answer says That said
Goods were received by it under a special
contract limiting The liability of defendant
in case of total loss to Five (\$5.00) Dollars per
Hundred pounds. That Without such agreement
as to The value a much greater rate of freight
was charged on such shipments than was
charged in this case. Which rate was reasonable
And That The limitations as to The value was
in consideration of a reduced rate of freight.
And was inserted in The bill of lading as a
part of The contract of shipment. That The box of
Goods in question only weighed two hundred
And five pounds. And That The limit of defendant's
liability is five (\$5.00) Dollars per hundred pounds
as stipulated for in said contract of shipment.

873. E. H. Blair
VS.

L. V. N. B. B. Co. Pleas.

Filed 11th day of July 1904

Geo. H. Malone
Clerk

Complaint -
H. Carl Cartwright
874 N.S. } Case
Louisville And Nashville
Railroad Company A.
Corporation }
Be it remembered that
into the Oct. Term 1904
of the Circuit Court of
Limestone County Alabama
Was returned a. Summons
T. Complaint in the words
and figures following to wit

Summons
The State of Alabama } Circuit Court
Limestone County } To. Aug. Sheriff of. The State
of Alabama. Greeting
You are hereby commanded to summon
The Louisville And Nashville Railroad Company A.
Corporation to appear at the next term of the
Circuit Court to be held for said County at
the place of holding the same there and there
to answer the Complaint of H. Carl Cartwright
Witness my hand this 26th day of May. 1904
Geo. Malone
Clerk

Complaint
H. Carl Cartwright. Plaintiff
N.S. }
Louisville And Nashville
Railroad Company A
Corporation Defendant } Plaintiff Claims
of the defendant a
Corporation engaged
in the business of
operating a railroad as
a carrier of freight and passengers for hire
between the towns of Athens Alabama and Decatur
Alabama the sum of fifteen hundred dollars
as damages for this that whereas on to wit the
13th day of May. 1904 plaintiff purchased from
the defendant Agent G. L. Sherrill at the town of
Athens Alabama a ticket from said town to the
town of Decatur Alabama for which he paid
the sum of to wit forty two cents that said ticket
entitled him the said plaintiff to transportation
from Athens Alabama to Decatur Alabama and
plaintiff thereupon entered the passenger train
of defendant which train regularly carries
passengers between said points above mentioned
that upon demand plaintiff surrendered to the
conductor of the said train Agent of the said
defendant whose duty it was to take the tickets
issued for transportation by other Agents of
said company the said ticket purchased by
the plaintiff from defendant Agent Sherrill
that subsequently and prior to the train

Reaching Decatur Alabama said Conductor
 again demanded of this plaintiff fare from
 Athens Alabama to Decatur Alabama That plaintiff
 declined and refused to pay said fare giving
 as his reasons therefor to said Conductor that
 he had already delivered to him the said conductor
 his ticket entitling him to transportation from
 said town of Athens to said town of Decatur
 That said Conductor denied having received said
 ticket from said plaintiff and demanded of
 plaintiff that he pay said fare of to wit forty two
 cents or be ejected from said train and at the
 time this demand was made by the said conductor
 plaintiff was in the company of ladies and a number
 of other people were within hearing distance that
 plaintiff insisted and contended to the said
 conductor that he said conductor had received
 from him said ticket heretofore mentioned
 entitling said plaintiff to transportation from
 the town of Athens Alabama to Decatur Alabama
 That said Conductor continued to dispute
 plaintiff's word and deny the truth of plaintiff's
 statement and he insisted upon the payment
 of said fare that plaintiff declined to pay
 said fare and when said train reached
 the town of Tanner or McDonald a point
 about midway between the towns of Athens
 Alabama and Decatur Alabama said Conductor
 ejected said plaintiff from said train
 It was the duty of said conductor who
 was the agent of said defendant upon
 delivery by plaintiff to him of said ticket
 to transport said plaintiff from the town
 of Athens Alabama to Decatur Alabama
 safely and without insult or ejection
 wherefore the plaintiff avers that because
 of the breach of duty of said conductor agent
 of the said defendant this plaintiff was
 subjected to insult humiliations mortification
 loss of money and suffered great mental
 and physical pain and his character
 as an honest and truthful man reflected
 upon all to his damage to the aforesaid sum
 of fifteen hundred dollars hence this suit

2nd

The plaintiff claims of the defendant a Corporation
 engaged in the business of operating a railroad
 as a carrier of freight and passengers for hire

Between the towns of Athens Alabama and Decatur Alabama the sum of fifteen hundred dollars as damage for this that whereas on to wit the 13th day of May 1904 Plaintiff purchased a ticket from defendant Ticket Agent G. L. Sherrill at the town of Athens Alabama from said town to said town of Decatur that under and by virtue of said contract in the purchase of said ticket said defendant contracted and agreed to transport the plaintiff from said town of Athens to the said town of Decatur over its said railroad line that plaintiff entered one of the regular passenger trains at the said town of Athens which said passenger train was one that carried passengers between the towns aforementioned that the conductor of said train being the agent of defendant whose duty it was to collect fares and take up tickets of passengers took up plaintiffs ticket which said ticket had been purchased as aforesaid for the sum of to wit forty two cents the regular fare between said towns and which said sum plaintiff had paid to said defendant's ticket agent at said town of Athens that it was the duty of said conductor/agent of defendant to see to it that plaintiff was carried without injury insult or damage to said town of Decatur after said plaintiff had surrendered to to said conductor said ticket that said conductor agent of defendant as aforesaid thereafter ejected this plaintiff from the said train or car of this defendant that plaintiffs character was as an honest and truthful man was thus seriously reflected upon that he was humiliated insulted and deeply injured and suffered great mental pain and anguish by the actions of said conductor who thus malreated this plaintiff in the presence of young ladies and a great number of other persons and plaintiff was also deprived of his money all to his great damage in the aforesaid sum of fifteen hundred dollars hence this suit.

The plaintiff claims of the defendant a Corporation engaged in the business of operating a railroad for the carriage of passengers and freight for hire

As damages The sum of fifteen hundred Dollars for this That whereas plaintiff on. to wit the 13th day of May 1904 having theretofore purchased of the ticket agent on. to wit G. L. Sherrill of defendant at the town of Athens Alabama a ticket entitling him to transportation over defendant's said road from the said town of Athens to the said town of Decatur entered one of the regular passenger trains of said defendant at the town of Athens Alabama on order to travel to Decatur Alabama that the conductor of said train agent of this defendant but whose name is to this plaintiff unknown whose duty it was to collect fares and to take up tickets took up plaintiff's ticket for which plaintiff had paid the said agent of defendant at Athens the sum of to wit forty two cents it being the regular fare between the said towns of Athens and Decatur that it then became the duty of said conductor as agent of said defendant to properly care for this plaintiff and not to insult degrade or eject him that said conductor thereafter demanded of plaintiff that he pay his fare denying in the presence of several young ladies and a great number of other persons that plaintiff had ever surrendered to him said conductor his plaintiff's ticket though plaintiff assured said conductor to the contrary and endeavoring though in vain to recall to said conductor's recollection that the latter had taken up said plaintiff's ticket that said conductor then between said towns of Athens and Decatur ejected said plaintiff from off of the said train of defendant all of which occurred in the presence of several young ladies and a large number of other persons wherefore this plaintiff avers that because of the breach of duty of said conductor agent of this defendant in thus insulting maltreating wronging the worthiness & humiliating & ejecting this plaintiff from said train this plaintiff suffered great mental pain and anguish humiliating mortification loss of money all to his damage on the aforesaid

Sum of fifteen hundred dollars
Hence this suit

W. H. Walker

Attorney for plaintiff

Verdict by jury is
Demanded

W. H. Walker

Atty for Plff.

I have Executed The Within

Writ May 28th 1904 by leaving a copy of The
Within Summons and Complaint With
Geo. L. Sherrill Station Agent for The
Defendant-

E. H. Cuyper

Sheriff

The State of Alabama } In The Circuit Court.
Limestone County }

H. Carl Gantwright. Plaintiff

Louisville T. Nashville railroad Company. Defendant
Comes The defendant by its attorney and for
Answer to Counts one and three in this
cause filed says that it is not guilty of
The matters and things therein alleged
And defendant demurs to Count two of The
Complaint in this cause filed And for grounds
of demurrer assigns the following
To that part of Count 2 in words as
follows that plaintiffs Character as an
Honest and Truthful man was thus
seriously reflected upon

1st Because the same is the conclusion of
The pleader and not the statement of a
fact

2nd Because said count does not allege any
fact or facts which shows that plaintiffs
Character was reflected upon

3rd Because said count does not allege any
fact or facts which shows that plaintiffs
Character as an honest and Truthful man
was reflected upon

4th Because said count does not allege
any fact or facts which shows that
Plaintiffs Character as an honest and
Truthful man was reflected upon The
Allegation to this effect being a mere
conclusion of the pleader

H. C. French
Atty for Def.

George Beer, Plaintiff
 877 653 Case
 The Louisville & Nashville Railroad
 Company, a Corporation Defendant

Be it remembered that unto the Jury Room
 1904 of the Circuit Court of Rainsome County
 Alabama was returned a summons and
 complaint in the words and figures following
 to wit:

Summons

The State of Alabama } Circuit Court
 Rainsome County } To any Sheriff of the State of Alabama, Executive,
 You are hereby commanded to summon Louisville & Nashville
 Railroad Company, a Corporation, to appear at the next term of 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 Beer.

Witness this 26th day of May A.D. 1904

Geo. Nelson Clark

Complaint

George Beer Plaintiff
 877 653 Case
 The Louisville & Nashville Railroad
 Company, a Corporation Defendant

The plaintiff claims of the defen-
 -dant the sum of one thousand

dollars, as damages, for this, to wit: The 31st day of
 December, 1903. The defendant was, has been ever since, and now is,
 operating a railroad from Etowah, Alabama, to Decatur, Alabama,
 as well as to various other points within the State of Alabama: That
 said defendant was, on said date, a carrier of passengers over said
 line of railroad from and to said towns, of Etowah and Decatur
 for hire; That on said day this plaintiff presented to the defendant agent
 at the town of Etowah a ticket, theretofore purchased at said town of
 Etowah from the agent of said defendant, inquiring of said agent
 at the time of said presentation of said ticket whether the same would
 entitle plaintiff to ride on the train of defendant from said town of
 Etowah to said town of Decatur on that said day; That said agent
 of said defendant assured this plaintiff that said ticket, for which this
 plaintiff had paid the sum of sixty seven cents to the said agent of
 said defendant, would entitle him to passage on the train of said defendant
 from said town of Etowah to the said town of Decatur on that day;
 That relying upon this statement of the said agent of said defendant, who
 was acting within the scope of his authority in making such statement,
 this plaintiff boarded one of the passenger trains of said defendant
 at the town of Etowah for the purpose of going to the said town
 of Decatur; That said passenger train ran between the said towns
 and to and from said towns; That said passenger train was one
 that was scheduled to stop at said town of Decatur and carried
 passengers thereon; That plaintiff, when the conductor of said train
 called for fare, tendered to him the ticket which the said agent of the
 defendant had informed plaintiff was good and would entitle him to passage,
 but the said conductor refused and declined to accept said ticket for plaintiff's
 passage from Etowah to Decatur, and demanded of plaintiff that he pay to him, said
 conductor, the agent of said defendant, the regular fare for a passenger from the

Said town of Wetumpka to the said town of Decatur; that this plaintiff was unable to comply with the demand of said conductor, who then ejected said plaintiff from off of said car at a point about six miles north of the town of Athens, Alabama; that said plaintiff was forced to walk from said point of ejection to said town of Athens, a distance of about six miles. And plaintiff avers that it was the duty of the agent of said defendant to correctly inform plaintiff as to the validity of said ticket which was submitted to said agent and that said agent having misled plaintiff into believing that said ticket was valid and one on which plaintiff could travel to the destination mentioned therein and plaintiff having relied on the statement of said agent as to the validity of said ticket, was misled and was one which plaintiff could be said to be misled in accordance with whose instructions or statements said plaintiff entered upon the train of said defendant; this plaintiff further avers that the breach of duty of said agent of said defendant caused this plaintiff to suffer humiliation, be ejected from the train of said defendant in the presence of other passengers thereon, to walk some six miles, to lose the money paid by plaintiff for said ticket and expenses to be damaged all in the sum of one thousand dollars, Hence this Suit.

2. The Plaintiff claims of the defendant the said sum of One thousand Dollars, as damages, for this, that, whereas, on, to wit: the 30th day of December, 1903, plaintiff purchased of the defendant through its agent at the town of Eklumok Alabama, a ticket, which entitled plaintiff to transportation as a passenger over its line of road from said town of Eklumok to the town of Decatur Alabama: that said plaintiff paid for said ticket to the said agent of the defendant the sum of sixty seven cents; that plaintiff, before the train upon which he was to leave said town of Eklumok for said town of Decatur arrived inquired of aforesaid agent whether he, plaintiff, would be entitled to transportation over the said road on the next day; that defendant's said agent informed plaintiff that he could ride on said ticket the following day as well as the day on which said ticket was sold; that thereupon, relying on the information given to him by said agent, which said information was within said agent's scope of authority or employment, he, plaintiff, waited until the following day to leave for said town of Decatur; that on said following day plaintiff entered upon a passenger train of said defendant at the town of Eklumok, which said train was on its way to the said town of Decatur among other points; and at which said time said train was scheduled to stop; that the conductor of said passenger train, which said conductor was the agent of said defendant, refused to permit plaintiff to be transported over said defendant's road on said ticket and required plaintiff to pay the regular fare for such transportation, holding that said ticket had expired by limitation; that said plaintiff declined and refused to pay said fare, not having any money with which to pay same; that the said conductor, about six miles north of the town of Athens, expelled said plaintiff from said train of defendant and plaintiff was forced to walk to said town of Athens, a distance of about six miles as aforesaid. And plaintiff

was that at the time he was expelled from said train there were many people on said train and present at such expulsion that plaintiff endeavored to explain and prevail upon said conductor to carry him to his destination stating to said conductor that the agent of defendant at the town of Elkmont had informed plaintiff that said ticket was good and he could ride all same; that it was the duty of said agent aforesaid at Elkmont to have correctly informed said plaintiff of the invalidity of said ticket and not to have misinformed him said agent being well aware that plaintiff was relying upon the information received from him, the said agent, as plaintiff had a right to do, such action on the part of the agent being within the scope of his authority. Wherefore the plaintiff has been incited, caused to lose the money expended by him in the purchase of said ticket, to walk a distance of six miles at great loss of time and physical health and has caused said plaintiff to suffer much physical and mental pain, all because of the breach of said agent's duty in the premises, all to plaintiff's damages in the aforesaid sum of One thousand dollars Hence this Bill.

3— The Plaintiff claims of the defendant the sum of One thousand Dollars in damage for this that whereas on or to wit the 30th day of December 1903 was ever since has Ben and now is operating a railroad as a common carrier of passengers for hire that on said day plaintiff purchased of said defendant through its agent at the town of Elkmont Alabama a ticket entitling said plaintiff to transportation as a passenger over said defendant's line of road from said town of Elkmont Alabama to the town of Decatur Alabama that said plaintiff paid to said agent of the defendant the sum of sixty seven cents for said ticket thus entitling him to the rights of a passenger over said line of road between said points that in answer to an inquiry of plaintiff the defendant stated and informed plaintiff that said ticket could be used on the said defendant's road on the following day and would upon presentation entitle said plaintiff to transportation the same as though it was used on the day it was issued that said plaintiff informed said agent of the defendant at the time he made said inquiry he wanted to wait until the following day to go to Decatur that relying upon said agent's statement and information thus made and given plaintiff refrained from traveling on said ticket on the said day of its issuance but boarded the defendant's train bound for Decatur and which was a regular train for the carriage of passengers on the following day that it was the duty

of said Agent of Defendant to correctly inform said plaintiff as to the validity or invalidity of said ticket that upon tendering to the Conductor said ticket for his transportation the said Conductor of said passenger train refused and declined to permit said plaintiff to ride on said train unless and until Defendant was paid by plaintiff the sum of \$0.67 with sixty seven cents it being the fare from said town of Elbmout to said town of Decatur said Conductor thus refusing to recognize the validity of said ticket wherefore the plaintiff avers that because of the breach of duty of said Agent of Defendant in stating to plaintiff that said ticket was good when he well knew the same was not this plaintiff was ejected from defendant's said train by the said Conductor and was forced to walk six miles suffered humiliation great physical and mental pain all to said plaintiff's damage in the aforesaid sum of one thousand dollars hence this suit

Count 3 1/2

The plaintiff claims of the Defendant the sum of one thousand dollars for this that whereas on the 30th day of December 1903 the Defendant was ever since has been and now is operating a railroad as a common carrier of passengers for hire that on said day plaintiff purchased of said Defendant or his Agent at the town of Elbmout a ticket entitling said plaintiff from Elbmout Alabama to Decatur Alabama said plaintiff paid the said Agent of Defendant the sum of \$0.67 with sixty seven cents the said ticket thus entitling him to the rights of passengers on the said line of road between said points that Defendant stated and informed plaintiff that said ticket could be used on said Defendant's train on the following day and would upon presentation entitle said plaintiff to transportation the same as if it was used on the day it was issued that said plaintiff informed said Agent of Defendant that he wanted to wait until the following day to go to Decatur that relying on said Agent's statement and information thus made and given plaintiff refrained from traveling on said ticket on the said day of its issue

But boarded defendants train bound for
 Decatur And. which was a regular train for
 The carriage of passengers on the following day.
 That prior to boarding said train on the said
 day plaintiff inquired of said agent of defendant
 as to the validity of said ticket said agent
 thereupon assured plaintiff that he could ride
 upon the said ticket and that there would be
 no difficulty about so doing. And plaintiff
 avers that it was the duty of said agent of
 the defendant to correctly inform said plaintiff
 as to the validity or invalidity of said ticket
 that upon giving the conductor the said ticket
 for his transportation the said conductor of said
 passenger train refused to let said plaintiff
 ride on said train unless the defendant
 was paid by plaintiff the sum of to wit
 sixty seven cents it being the fare from
 Elmont. to Decatur Alabama said conductor
 thus refused to recognize the validity of said
 ticket that plaintiff informed said conductor
 of what had transpired between plaintiff
 and said defendants agent at Elmont Alabama
 as herein before set forth and also informed
 said conductor that plaintiff was without
 money to pay the fare demanded that notwithstanding
 all this plaintiff was ejected from said train
 being pushed or shoved out of one of the cars
 of said train by the said conductor and required
 to get off of said train at a point about six
 miles north of the town of Athens Alabama and
 twenty miles north of Decatur Alabama at a place
 which was not a regular station that on account
 of this ejection plaintiff was forced to walk to the
 town of Athens about six miles distant wherefore
 plaintiff avers that because of the breach of duty
 of said agent of the defendant in stating to said
 plaintiff that said ticket was good when he well
 knew that it was not this plaintiff was ejected
 from defendants said train by the said conductor
 was forced to walk about six miles was pushed
 or shoved out of one of the cars of said train in
 the presence of a number of people suffering
 great humiliation great physical and mental
 pain at the said plaintiffs damage to the sum
 of to wit. one thousand dollars. Hence this suit.
 The plaintiff claims of the defendant a
 corporation operating a railroad between

The The points of Elbmout Alabama And
 Decatur Alabama for The Carriage of persons
 As passengers for hire The sum of one
 Thousand Dollars As damages for this That
 Whereas on or wit The 30th day of December 1902
 The plaintiff purchased a ticket paying
 Value therefor from one Wilson The agent
 of said defendant at The town of Elbmout
 Alabama entitling said plaintiff to be
 carried over The said road of Defendant-
 from said town of Elbmout to The aforesaid
 Town of Decatur That plaintiff changed
 his mind as to going to Decatur on The day
 of The purchase of said ticket and inquired
 of said agent of Defendant whether said
 ticket could be used on The following day
 stating to said agent that if it could plaintiff
 would wait until the next day before using
 The same That the said agent who was acting
 within the scope of his authority and whose duty
 it was to inform prospective passengers of their
 rights in the premises informed plaintiff
 that he could use said ticket on The day following
 That thereupon plaintiff waited until said following
 day and again went to the aforesaid agent showed
 to him said ticket and inquired whether
 The same would be good on The passenger train
 of Defendant on that day to wit The 31st day of
 December 1902 That said agent informed said
 plaintiff it would that plaintiff thereupon relying
 upon The said statement of Defendant's agent
 boarded ^{one} of Defendant's passenger trains which
 said train ran from The town of Elbmout to The
 said town of Decatur That plaintiff tendered to The
 Conductor one of Defendant's agents on said train
 And whose duty it was to collect fares for riding
 on said train The ticket so purchased by plaintiff
 As heretofore shown That said Conductor declined
 to accept said ticket for The fare of plaintiff
 stating to plaintiff that said ticket had expired
 by limitation And that he plaintiff must pay his
 fare That plaintiff was unable to do so this
 being without The money therefor And so
 informed said Conductor That said Conductor
 thereupon ejected plaintiff from said train
 At a point about six miles north of The
 town of Athens Alabama And about twenty
 miles north of The town of Decatur The

Plaintiff's destination that plaintiff was to
 forced to walk said six miles or thereabouts
 to the said town of Athens. That the plaintiff
 at the time returning to a job he had in the said
 town of Decatur that he failed to reach there in
 time to resume his work and of necessity had
 to hunt other employment that the car from
 which plaintiff was ejected by said conductor
 was occupied by quite a number of other
 persons wherefore the plaintiff avers that because
 of the breach of duty on the part of the defendant
 agent at Elkhart in misinforming plaintiff
 as to the validity of the said ticket he was subjected
 to deep humiliation by being ejected from
 the train of defendant in the presence of a
 large number of persons ~~was~~ forced to
 undergo great labor by walking about six
 miles was made to lose the money he had paid
 for his transportation from the point where he was
 ejected to the town of Decatur suffered great
 mental and physical pain and injury all
 to his damage in the aforesaid sum of one
 thousand dollars hence this suit

Count 5- The plaintiff claims of the defendant A. Corporation
 engaged in operating a railroad from and between
 the towns of Elkhart and Decatur both in the
 state of Alabama and the carriage of passengers
 for hire the sum of one thousand dollars as
 damages for this that whereas said plaintiff
 purchased on to wit the 30th day of December 1902
 from the defendant through its agents at
 Elkhart a ticket for which plaintiff paid
 the price required by said defendant from
 said town to the town of Decatur that said agent
 of defendant informed plaintiff that he could use
 said ticket and ride on the train of said defendant
 on presentation thereof to the conductor of the
 proper train on the day following its issuance
 that it was the duty of said agent to give
 information to those inquiring about such
 matters that relying upon the statement of
 said agent plaintiff entered one of the
 passenger trains of said defendant on to wit
 the 31st day of December 1902 and tendered to
 the conductor of said passenger train said
 ticket in payment of his fare or as entitling
 him to passage from said town of Elkhart
 to said town of Decatur that said conductor

Declined And. refused to permit plaintiff to travel on said ticket And required of Plaintiff to pay his fare that upon failure to do so said conductor ejected plaintiff from said train at a point about six miles north of the town of Athens And about twenty miles north of said town of Decatur That plaintiff objected And protested against such action And the Plaintiff avers that because and by reason of the breach of duty on the part of the said Agent of the Defendant in not correctly informing him as to the validity of said ticket he was induced to take passage on the train of said defendant that he was humiliated and suffered great indignity by being ejected therefrom that he was forced to walk a distance of many miles that he was caused physical injury and suffered great mental pain and bodily hurt and suffered the loss of money for the unearned portion of his ticket all to his damage in the aforesaid sum of one thousand dollars hence this suit.

W. R. Walker

Attorney for Plaintiff

A. trial by jury is
Demanded

W. R. Walker
Atty for. Plff

Executed This 28th Day of May A.D. 1904
By leaving a copy of the Within Summons
And Complaint With Geo L Sherrill
Station Agent of the Defendant at Athens Ga.

E. H. Puryear

Sheriff

The State of Alabama

Linestone County

George Beer Plaintiff
V.S.

In the Circuit Court

1st Louisville & Nashville Railroad Company Def-
Comes. The Defendant by its Attorney And for-
Answer to the Complaint in this cause
Filed says that it is not guilty of the
Matters And Things therein Alleged -

2nd And. for further Answer to said Complaint
Defendant says that plaintiff was guilty
of negligence on his part which proximately
Contributed to the injuries complained of.

on this that the plaintiff having a ticket which showed on its face he was not entitled to ride thereon boarded one of defendant's train and attempted to use said ticket.

3rd

And defendant further says that the plaintiff was guilty of negligence on his part which proximately contributed to the injuries complained of in this that plaintiff had a ticket which showed on its face that it was good for continuous passage beginning on date of sale only which defendant avers was December 31st 1902 and that plaintiff boarded one of defendant's trains at Elkhorn Alabama on the 31st day of December 1902 and attempted to use said ticket which showed on its face that it was not good for passage on said day that the conductor of said train informed plaintiff that his ticket did not entitle him to passage and demanded fare from him which the plaintiff refused to pay and because of plaintiff's refusal to pay said fare he was ejected by said conductor each of said above pleas 1st and 2nd and 3rd are filed separately and severally to each count of the complaint on this cause viz. Counts 1 2 3 3 1/2 4 and 5.

H. C. Thach.

Attorney for Plaintiff

#877 Geo. Beer.

VS.

L. T. N. B. B. Co

Pleas to complaint

Filed July-16th 1904

Geo. Malone.

W. T. Sanders, Jr.

Executor of Hattie B.

Logwood dec. Plaintiff

878. VS. Attachment

J. H. McPhail &

D. W. Stone

Be it remembered that unto the

Circuit Court of Limestone County Alabama

was returned an attachment

with bond & affidavit in word

and figures following to wit

The State of Alabama

Limestone County

in Circuit Court

To Any Sheriff of the State

of Alabama greeting

Whereas W. T. Sanders Jr. Executor of the last will and testament of Hattie B. Logwood deceased hath complained on oath to me Geo. Malone Clerk of the Circuit Court of Limestone County that J. H. McPhail and D. W. Stone forming partners trading and doing business under the firm name and style of the

Limestone Hosiery Company will justly indebted
To him the plaintiff The said W. T. Sanders as Executor
of the last will and testament of Hattie B. Logwood
deceased on to wit the first day of January 1905
in the sum of one hundred and fifty Dollars
And the plaintiff having made affidavit and given
bond as required by law in such case you
are hereby commanded to attach so much of
the estate of the said J. H. McPhail and

A. W. Stone formally partners trading and doing
business under the firm name and style of the
Limestone Hosiery Company as shall be of value
sufficient to satisfy the said debt and costs
According to the complaint and such estate
unless released so to secure that the same may
be liable to further proceedings thereon
to be had at the next term of the Circuit Court
for the County of Limestone to be held at the
Court house thereat when and where you
shall make known to the said Court how you
have executed this writ This attachment is
issued without bond

Witness this 11th day of June 1904 Geo. Malone Clerk

W. T. Sanders as Executor of
Estate of Hattie B. Logwood Decd
878 As Attachment
J. H. McPhail &
A. W. Stone

Be it remembered that unto the October
Term 1904 was returned an affidavit
and writ of Attachment which is in the
records and figures following to wit

Affidavit

State of Alabama } Before me George Malone Clerk of the
Limestone County } Circuit Court for said County, personally
appeared W. T. Sanders as Executor of the last will and testament of
Hattie B. Logwood deceased, who being duly sworn on his oath
saith that J. H. McPhail and A. W. Stone, formerly partners trading
and doing and doing business under the firm name and style
of the Limestone Hosiery Company, will be justly indebted to
affiant on or abt. Jan. 1st 1905, in the sum of One hundred and fifty
Dollars, after allowing all just offsets and demands, and that
the said J. H. McPhail and A. W. Stone reside out of the State of
Alabama so that ordinary process of law cannot be served upon them
and that this attachment is not made out by him for the purpose of
vexing or harassing the said J. H. McPhail and A. W. Stone

W. T. Sanders as Executor of the last
will testament of Hattie B. Logwood
deceased

subscribed and sworn to before me, this 11th day of June 1904

Geo. Malone Clerk

Writ of Attachment

State of Alabama } Circuit Court

Linestone County } To any Sheriff of the State of Alabama - Executing: You are hereby commanded Whereas W. J. Sanders as executor of the last will and testament of Hattie B. Logwood dec'd hath complained an oath to me George Malone Clerk of the Circuit Court of Linestone County that J. H. McPhail and A. W. Stans formerly partners trading and doing business under the firm name and style of the "Linestone Quarry Company" will be justly indebted to him the Plaintiff, the said W. J. Sanders, as executor of the last will and testament of Hattie B. Logwood, dec'd in to wit: the first day of January 1905, in the sum of One Hundred and fifty dollars, and the Plaintiff having made affidavit as required by law in such cases:

You are therefore hereby commanded to attach so much of the estate of the said J. H. McPhail and A. W. Stans formerly partners, trading and doing business under the firm name and style of the Linestone Quarry Company as shall be of value sufficient to satisfy the said debt and costs according to the complaint, and such other, unless replied, so to secure that the same may be liable to further proceedings thereon, to be had at the next term of the Circuit Court for the County of Linestone to be held at the Court-house thereof, when and where you shall make known unto the said Court how you have executed this writ. This attachment is issued without bond.

Witness, this 11th day of June 1904

Geo. Malone Clerk

Endorsed, Executed this 11th day of June 1904 by copying this writ on the following as the personal property of the said J. H. McPhail & A. W. Stans to wit: Two Hundred fifty dozen pair of Hare and taking the same in possession

E. F. Puryear Sheriff

By J. E. Clune D.C.

C. W. Kilgore }
880 By Case }
W. J. Calvine }
J. E. Stant }
Be it remembered that unto the July Term of the Circuit Court of Linestone County Alabama was returned a summons and complaint which is in the words and figures following to wit:

Summons

The State of Alabama } Circuit Court
Linestone County } To any Sheriff of the State of Alabama - Executing: You are hereby commanded to summon William J. Calvine and J. E. Stant to appear at the next term of the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of Charles W. Kilgore. Witness my hand, this 2nd day of June 1904

George Malone

Clerk -

Complaint

Charles H. Kilgore
 880 00 3/4 cts
 William T. Calvine &
 J. E. Strick

The Plaintiff claims of the defendant the sum of
 One thousand dollars damages for this: That the
 Defendants on writ: The 18th day of May, 1904, went
 to Plaintiff's home in the town of Athens, Rimst
 -one County, State of Alabama, at night and demanded of
 Plaintiff's wife entrance, stating that Plaintiff had authorized
 them to go and make search of his house for stolen goats, that
 Defendants thereupon proceeded to enter Plaintiff's house
 and made therein search for alleged stolen goats, searching
 the kitchen and other places where goats are kept, for said
 alleged stolen goats to the great alarm, fear and mortification
 of Plaintiff's wife and children.

Plaintiff further avers that he never in any manner author-
 ized said Defendants to his house for the purpose of
 said search and never consented to said action on the
 part of the Defendants and had no knowledge thereof whatso-
 ever. Plaintiff further avers that the Defendants had no
 warrant or official authority of any character for their
 action in going to his house and making search therein.
 But that said action was unlawful, unauthorized, and
 without warrant altogether, and because of said unlawful,
 unauthorized, and unauthorized act in so entering his house
 in the night time and there making search for alleged stolen
 goats, which were not found and which were not in plain-
 tiff's house and of which plaintiff had no knowledge whatso-
 ever and for which plaintiff was not ever brought to trial to the
 terror, shame, and mortification of plaintiff's wife and chil-
 dren and because of the reflection upon plaintiff's
 character and the gross outrage and injustice done him
 and his family and the terror and anguish they suffered by them
 in thus holding him out to the world as a suspected
 thief, the fact of such search having been made widely
 public the plaintiff has suffered damages to the amount
 of One thousand dollars. Hence this writ

W. K. Clements

Attorney for Plaintiff

Writ by jury is demanded

W. K. Clements Attorney for Plaintiff

Endorsed. I have executed the within writ this June 25th 1904
 by leaving a copy of the within summons and complaint
 with William T. Calvine and J. E. Strick the defendants

E. F. Puryear Sheriff

Lucile Westmoreland. Plaintiff
 VS
 The Western Union Telegraph Company. Deft.

Be it remembered That unto
 The fall term 1904 of The Circuit
 Court of Timstone County Alabama
 Was returned a Summons and
 Complaint in Words and figures
 Following to Wit.

Complaint

The State of Alabama }
 Timstone County }
 In Circuit Court
 To My Sheriff of The State of Alabama
 Greeting. The West hereby Commanded to
 Summons The Western Union Telegraph Company to appear
 At The next term of The Circuit Court to be held for said County
 At The place of holding The same Then and There to answer.
 The Complaint of Lucile Westmoreland. Witness my hand.
 This 18th day of June - 1904 Geo. Malone Clerk

Lucile Westmoreland. Plaintiff
 VS.
 The Western Union Telegraph Company. Defendant

The plaintiff Claims of The
 Defendant The Western Union
 Telegraph Company one Thousand
 Dollars for This That on The 23rd day of October 1903 prior
 Thereto And Since. The defendant was engaged in The
 Business of transmitting by means of electrical
 Instruments Messages between Selma Alabama And Athens
 Alabama Among other places That such business
 Was carried on for hire That on said date October 23rd 1903
 The plaintiff caused to be delivered to The Agent of The
 Defendant At Selma Alabama The following Message
 To. Wit. J. O. Dr. This Westmoreland Athens Ala.
 Will leave tomorrow evening for Athens At. H O Clerk

Lucile Westmoreland
 That said date October 23rd 1903 Was Friday of That
 Week That said plaintiff paid for The transmission
 And delivery of said Message in Advance The
 usual charge Therefor to Wit fifty cents And The
 Defendant Through And by its Agent At Selma Alabama
 Received such payment And also such Message
 For transmission And delivery to The said Addressee
 That said Message Was not delivered to The said
 Addressee until Sunday morning following And
 only Then when The said Addressee went to The
 Defendants Athens Alabama office And inquired
 of such Message Was there The plaintiff having
 Arrived in Athens Alabama The night previous
 Viz. Saturday night At midnight That The
 Plaintiff is The daughter in law of The said
 Addressee And Was coming with her young.

Child which would have been known to addressee
 Had said message been delivered from Selma to Athens
 on a visit to said father in law that said message
 was received at the Athens office of the defendant
 about seven o'clock P. M. on the day of Friday
 October 23rd 1903 but that it was not delivered
 to the said addressee til Sunday morning hours
 after it would have served the purpose of its
 sending by the plaintiff to said addressee she
 having arrived in Athens at midnight the night
 previous and more than a day and night after it
 should have been delivered to said addressee as
 was the duty of the defendant to do that the
 purpose and idea of sending the said message
 was to acquaint the said addressee of the
 coming and time of arrival of the plaintiff
 and her small child in order that he or some
 one for him could meet the plaintiff and her
 child upon the arrival of the midnight train
 and that she might be escorted to addressee's
 home which is six or more blocks from
 the railroad station that as it was the said
 addressee nor any one else in Athens knew of the
 time of the arrival of the plaintiff and her child in
 Athens as said addressee would have known had he
 received promptly as it was the duty of the
 defendant to deliver it the said message that had
 the said addressee received said message there
 promptly he or some one for him would have
 thereby been informed of the plaintiff's coming
 with her child in Athens and would have known
 the hour of her arrival and the train upon which
 she would arrive and have met her and her child
 with covering and wraps the weather being chilly
 fall weather and have escorted her to the home
 of said addressee but said message not being
 delivered as was the duty of the defendant to do
 the plaintiff with her child reached Athens
 about midnight on the night of to wit October
 24th 1904 that there was no one at the railroad
 station to meet her nor anyone upon whom
 she could call to assist her that there were
 of course no covering or wraps wherewith to
 shield herself and child from the chilly night
 air they having left a warm railroad car
 that finally no other course being open to her
 and no one else thereabouts to assist her she
 was compelled to employ a small Negro boy

To. walk to The residence of Said Addressee her Father in law several blocks from The Station All in The middle of The night That she was compelled to wrap her child in The coat of The Negro boy and was herself unshielded from The Night Air That she was also on account of The smallness of The boy compelled to carry the child A part of The way in her Arms was physically Weak and unable to stand such a strain for any distance At That time and was greatly annoyed Mentally distressed and oppressed with The situation Thus negligently brought About by The Gross carelessness and negligence of The defendant. Wherefore The plaintiff Avers upon The above facts That The defendant was willfully and grossly negligent of its plain duty in failing or refusing to deliver Said message to The said Addressee as was its duty To do That Said message had The defendant done its duty should have been delivered to Said Addressee A man well known in Athens Alabama to Everyone familiar even slightly with The Citizens of The town And whose place of business and residence is also well known through The county The plaintiff would have been met at The Station by him or some one of his household with covering for her child and herself and have relieved her of The necessity of carrying her child in her Arms when she was not physically able to do so and saved her The mental Worry and suffering of finding herself at night in a town without an escort with no one to assist her and without proper covering as she would have had had said message been delivered and have saved her also The oppressive necessity of walking A long distance at Midnight with a small Negro boy and wrapping her child in his clothes And for this as aforesaid The plaintiff claims The sum of one thousand dollars as and for punitive vindictive damages for The said Wilful or Wanton Wrong done her by The defendant And The Plaintiff Avers That because of such Willful or Wanton or both wrong done her by The defendant as aforesaid in violation of its plain duty she lost The sum of pain by her to The defendant for The proper and prompt transmission and delivery of Said message to The said Addressee which Said duty This defendant will not perform But Willfully or Wantonly in a grossly

Negligent manner failed or refusal to do
 Hence. This suit
 Thos. C. McClellan
 Atty. for plaintiff
 A trial by jury is demanded
 Thos. C. McClellan
 Atty. for plaintiff

I have Executed The Within Writ June. 18th 1904
 By leaving a copy of The Within Summons. T. Complaint
 With Geo. L. Sherrill Agent of The Western Union
 Telegraph Company at Athens Limestone County
 Alabama
 E. F. Burgess Sheriff
 By J. C. Clem Deputy Sheriff

Lucile Westmoreland. Plaintiff } In. The Circuit Court
 Against } Limestone County
 Western Union Telegraph Company } And. Now comes The
 Defendant. } Defendant by its Attorneys

And moves The Court to strike from The Complaint
 in said cause The following parts thereof.

First Defendant moves to strike The words That The purpose
 And idea in sending said message was to acquaint
 The said addressee of The coming And time of
 arrival of The plaintiff. upon The grounds -
 1st That it is not proved That The purpose And idea
 were communicated to The defendant

2nd For That an uncommunicated purpose is not a matter
 of proof.

Second And The defendant moves to strike The following words
 Where they first appear together in said Complaint
 And her child in order That he or someone for him
 could meet The plaintiff And her child upon The
 arrival of The midnight train And That she might be
 escorted to addressee's home which is six or more blocks
 from The railroad station. upon The grounds -

1st For That The telegram did not notify The defendant
 That The plaintiff had a child or would carry The child
 with her.

2nd For That The telegram did not notify The defendant
 That anyone was expected to meet The plaintiff
 at the train

3rd For That The said words do not constitute a proper
 element of damages

Third And The defendant moves to strike The words
 And her child in arms when said words first
 appear together in said Complaint on The
 grounds -

1st For That The said part of The Complaint does not

Furnish a proper element of damages -

2nd For That there was nothing in The Telegram to notify The defendant That plaintiff had a child or Would carry The child With her

3rd For That it is not Averred or shown That The defendant knew or was informed That anyone was expected to meet The plaintiff

Fourth And The defendant moves to strike from The Complaint The words With her child in Arms - When said words appear together in said Complaint upon The grounds -

1st It is not a proper element of damages:

2nd There was nothing in The Telegram to inform The Defendant That plaintiff had a child or would carry It With her

3rd It is not Averred or shown That anyone was expected To meet The plaintiff or her child

Fifth And The defendant moves to strike from The Complaint The following words where they first appear together in said Complaint - And have met her"; upon The grounds -

1st That it is not a proper element of damages

2nd It is not Averred or shown That The defendant knew That anyone was expected to meet plaintiff -

3rd That The Telegram did not Apprise defendant of The fact That anyone would meet The plaintiff

Sixth And The defendant moves to strike from The Complaint The words And her child - When said words follow The The words last above included in The Motion to strike upon The following grounds -

1st The said words do not form an element of damages

2nd There was nothing in The Telegram to Apprise defendant of The fact That plaintiff had a child or would carry it With her

3rd It is not Averred or shown That defendant knew That anybody was expected to meet The plaintiff -

Seventh And The defendant moves to strike from The Complaint The words: - With covering and wraps the weather Being chilly fall weather and have escorted her to The home of said Addressee. upon The grounds:

1st That The words are not a proper element of damages

2nd It is not Averred or shown That The defendant That anyone was expected to meet The plaintiff -

Eighth And The defendant moves to strike The words With her child where they appear in said Complaint Between The words plaintiff And The words reached Athens upon The grounds

1st That The said words are not a proper element of damages

2nd For That it is not Averred or shown That The

Defendant knew or was informed that the Plaintiff had a child or would carry it with her or that anyone was expected to meet her with her child.

Tenth

And the defendant moved to strike the following words where they first appear together in said complaint;

"That there was no one at the Railroad Station to meet her, nor anyone upon whom she could call to assist her; that there were of course no covering or wraps wherewith to shield herself and child from the chilly night air, they just having left a warm railroad car upon the grounds."

1st It is not a proper element of damages;

2nd It is not averred or shown that the defendant was informed that anyone was expected to meet the plaintiff;

3rd The said conditions are not the proximate consequence of the failure to deliver said telegram;

4th The damages sought are too remote.

Eleventh

And the defendant moved to strike from the complaint the following words where they first appear together therein;

"That finally, no other course being open to her and no one else thereabouts to assist her, she was compelled to employ a small negro boy to walk to the residence of said addressee, her father-in-law, several blocks from the station, all in the middle of the night, upon the grounds."

1st It is not a proper element of damages;

2nd ~~It is not averred or shown~~ that defendant knew that anyone was expected to meet the plaintiff;

3rd - For that the telegram did not apprise defendant of the fact that anyone was expected to meet the plaintiff at the station;

4th - For that the damages sought are too remote.

Eleventh

And the defendant moved to strike from the complaint the following words where they first appear together therein;

"That she was compelled to wrap her child in the coat of the negro boy."

Upon the grounds:

1st It is not a proper element of damages;

2nd The damages sought are too remote;

3rd It is not averred or shown that defendant knew that anyone was expected to meet the plaintiff.

Twelfth: And the defendant moved to strike from the complaint the following words where they first appear together therein: "And was herself unshielded from the night air." Upon the grounds:

1st It is not a proper element of damages;

2nd Damages based thereon are too remote;

3rd It is not averred or shown that the defendant knew that anyone was expected to meet the plaintiff;

Thirteenth: And the defendant moved to strike from the complaint the following words where they first appear together therein:

"That she was also on account of the smallness of the boy compelled to carry her child a part of the way in her arms." Upon the grounds:

1st It is not a proper element of damages;

2nd The damages sought are too remote;

3rd It is not averred or shown that the defendant knew that the plaintiff had a child;

4th It is not averred or shown that the defendant knew that anyone was expected to meet the plaintiff.

Fourteenth: And the defendant moved to strike from the complaint the following words where they first appear together therein:

"was physically weak and unable to stand such a strain for any distance at that time." Upon the grounds:

1st It is not a proper element of damages;

2nd The damages sought are too remote;

3rd It is not averred or shown that the defendant was apprised of the fact that anyone was expected to meet the plaintiff at the train;

Fifteenth: And the defendant moved to strike from the complaint the following words where they first appear together therein:

"Was greatly annoyed and mentally distressed and oppressed with the situation." Upon the grounds:

1st It is not a proper element of damages;

2nd The action being in tort the plaintiff cannot recover for the mental distress or anxiety;

3rd The damages sought are too remote:

4th It is not averred or shown that the defendant knew or was informed that anyone was expected to meet the plaintiff at the train:

Sixteenth And the defendant moves to strike from the complaint the following words where they first appear together therein:

"The plaintiff would have been met at the station by him or someone of his household" Upon the grounds:

1st It is not a proper element of damages:

2nd The damages sought are too remote:

3rd It is not averred or shown that the defendant knew or was informed that anyone was expected to meet or would meet the plaintiff:

Seventeenth And the defendant moves to strike the following words immediately after the words last above referred to, namely - "With covering for her child." Upon the grounds:

1st It is not a proper element of damages:

2nd The damages sought are too remote:

3rd It is not averred or shown that the defendant was informed that anyone would meet the plaintiff with covering for her child:

4th It is not averred or shown that the defendant knew or was informed that the plaintiff had a child:

Eighteenth And the defendant moves to strike from the complaint the following words immediately following the words last above mentioned, namely - "And herself." Upon the grounds:

1st It is not a proper element of damages:

2nd The damages sought are too remote:

3rd It is not averred or shown that anyone was expected to meet the plaintiff and that the defendant was notified thereof:

4th It is not averred or shown that the defendant knew or was informed that someone would meet the plaintiff with covering for herself.

Nineteenth And the defendant moves to strike from the complaint the following words where they first appear together therein: "And have relieved her of the necessity of carrying her child in arms when she was not physically able to do so." Upon the grounds:

- 1st It is not a proper element of damages;
- 2nd The damages sought are too remote;
- 3rd It is not averred or shown that defendant knew or was informed of the plaintiff's condition;
- 4th It is not averred or shown that defendant knew that anyone was expected to meet the plaintiff.

Twentieth: And defendant moves to strike from the complaint the following words where they first appear together therein: "And saved her all mental worry and sufferings of finding herself at night in the town without an escort with no one to assist her, and without proper covering, as she would have had had said message been delivered" Upon the grounds:

- 1st It is not a proper element of damages;
- 2nd The damages sought are too remote;
- 3rd It is not averred or shown that the defendant knew or was informed that plaintiff would be met by anyone;
- 4th It is not averred or shown that the defendant had any reasonable cause to know that the plaintiff would not have an escort, nor is it averred or shown that defendant knew when she would arrive at Athens.

Twenty First: And defendant moves to strike from the complaint the following words where they first appear together therein: "And have saved her also the oppressive necessity of walking a long distance at midnight with a small negro boy and wrapping her child in his clothes" Upon the grounds:—

- 1st It is not a proper element of damages;
- 2nd The damages sought are too remote;
- 3rd It is not averred or shown that the defendant knew that anyone was expected to meet or would meet the plaintiff at the train;
- 4th It is not averred or shown that the defendant knew when the train would arrive on which the plaintiff had passage;
- 5th For that the alleged oppressive necessity was not caused by defendant's act and was not the proximate result of the

failure to deliver the telegram,
 Campbell + Walker
 W. T. Sanders
 Attorneys for defendants,

State of Alabama - } Be it remembered That unto
 Limestone County } The fall term ¹⁹⁰⁴ of The Circuit
 Court of Limestone County
 A. Summons. T. Complaint was.
 #181 Returns into court in words and
 Figures following to wit

William H. Munsell. Plff
 VS

W. T. Calvin and T. E. Street Defs. } In Circuit Court
 To Any Sheriff of }
 The State of Alabama - Greeting:
 You are hereby commanded to summon
 William T. Calvin and T. E. Street to appear
 at the next term of the Circuit Court to be held
 for said County, at the place of holding the
 same then and there to answer the complaint
 of William H. Munsell.
 Witness my hand, this 21st day of June 1904.
 Geo. Malone Clerk -

The plaintiff claims of the defendants the sum
 of one thousand Dollars damages for this:
 That the defendants on the 13th day of May 1904,
 went to plaintiff's home in the Town of Athens,
 Limestone County, State of Alabama, at night,
 and demanded of plaintiff's wife entrance,
 stating that plaintiff had authorized them to
 go and make search of his house for stolen
 goods, that defendants thereupon proceeded
 to enter plaintiff's house, and made therein
 a search for alleged stolen goods, searching
 the kitchen and other places where goods are
 kept, for said alleged stolen goods to the great
 alarm, fear and mortification, of plaintiff's
 wife and child -

Plaintiff further avers that he never in any
 manner authorized said defendants to go to
 his house for the purpose of said search
 and never consented to said action on the
 part of the defendants and had no knowledge
 thereof whatsoever,

Plaintiff further avers that the defendants
 had no warrant or official authority of any
 character for their action in going to his

house and making search therein but that said action was unlawful, unauthorized, and without warrant altogether, and because of said unlawful, unauthorized and unwarranted act in so entering his house in the nighttime and there making search for alleged stolen goods which were not found and which were not in plaintiff's house and of which plaintiff had no knowledge whatsoever to the terror, shame, and mortification of plaintiff's wife and child and because of the reflection upon plaintiff's character and the gross outrage and injustice done him and his family in thus holding him out to the world as a suspected thief, the fact of such search having been made widely public the plaintiff has suffered damages to the amount of One Thousand Dollars; hence this suit.

M. K. Clements
Atty for Plaintiff

Trial by Jury is demanded

M. K. Clements
Atty for plaintiff

I have Executed The Within writ

This June 21st 1904 by leaving a copy of The Within Summons & Complaint with William T. Calvin & T. E. Shutt Defendants E. F. Carpenter Sheriff

State of Alabama } Amended Complaint
Limestone County } The plaintiff claims of the defendants the sum of one Thousand Dollars damages for this: That the defendants on, to-wit, the 13th day of May, 1904, went to the plaintiff's house in Athens, Limestone County, Alabama, after midnight, and demanded of plaintiff's wife entrance thereto, for the purpose of searching for goods alleged to have been stolen from one W. S. Garbrough, that plaintiff's said wife was in bed and protested against the defendants entering plaintiff's house; whereupon the defendants falsely stated to plaintiff's wife that the plaintiff had authorized them to go and make search

of his house for said alleged stolen goods. That plaintiff was, at that time away from home, incarcerated without warrant or authority, in the town calaboose of Athens, Ala., upon the wrongful charge of having stolen said goods,

His arrest having been made by the defendants without warrant or authority and was unable to communicate with his said wife, that plaintiff's said wife did not know of the fact of his imprisonment until the same was communicated to her by defendants on said night at the time of demanding entrance into plaintiff's house.

That plaintiff's wife relying upon the false statement made to her by the defendants that plaintiff had authorized the defendants to go to his said house and make search for said alleged stolen goods, arose from bed, dressed herself and opened the door to said house and offered no further protest to the entrance of defendants, that the defendants thereupon, proceeded to enter plaintiff's house and made therein a search for alleged stolen goods, searching the kitchen and other places in said house for said goods, terrorizing plaintiff's wife and children and to their great alarm, fear and mortification.

Plaintiff further avers that he never in any manner authorized said defendants to go to his house for the purpose of said search and never consented to said action on the part of the defendants and he had no knowledge thereof whatsoever.

Plaintiff further avers that the defendants had no warrant or official authority of any character for their action in going to his house and making search therein, but that said action was unlawful, unauthorized and without warrant, altogether, and because of said unlawful, unauthorized and warrantless act in entering his house on the night when these defendants were making search for alleged stolen goods which said goods were not stolen and which said goods were not stolen.

House And of Which plaintiff had no knowledge
 whatsoever And for The Alleged Stealing Thereof
 The plaintiff was not even brought to trial The terror
 same And mortification of plaintiff's wife And children
 And because of reflections upon plaintiff's character
 And The gross outrage And injustices done him
 And his family And The Mental Anguish Thus
 suffered by him in Thus holding him out to The world
 As a suspected Thief The fact of said search having
 been made widely public That plaintiff has suffered
 Damages to Amount of one Thousand dollars
 Hence This suit Trial by jury is demanded
 M. H. Clements
 Attorney for plaintiff

The State of Alabama }
 Limestone County } In The Circuit Court
 July Term 1904

William H. Munsell Plff.
 #182 VS.

William F. Calum T. J. E. Sheet. Defendants

Verne The defendants by Their Attorney And
 Demur to The complaint in said cause And
 For grounds of said demur assigns The following
 To wit: 1st The facts Alleged in said complaint
 are insufficient in law to entitle The plaintiff
 To recover 2nd The complaint in said cause is
 insufficient for vagueness And uncertainty
 and The complaint in said cause is insufficient in law
 in This That it fails to aver That The Alleged
 Entrance into The home of The plaintiff or The
 Alleged search therein Was over The objections of
 The plaintiff's wife or Without her consent
 Erle. Pettus
 Atty. for Defendants

Sue. Ruth McLellan Plaintiff } Be it remembered That
 #183 VS. } Into The fall term 1904 of
 The Pullman Palace Car Company A. } The Circuit Court of Limestone
 Corporation Defendant } County Alabama Was returned
 A. Summons & Complaint in

#183 } M. words And figures following to wit
 The State of Alabama } Summons
 Limestone County } To Any Sheriff of The State of
 Alabama. greeting you are
 Hereby commanded to Summons The Pullman
 Palace Car Company A. Corporation to be And
 Appear At The next term of The Circuit Court

To be held for said County At The place of holding
The same Then and There to answer The complaint of
Sue. Ruth. McClellan Witness my hand This 22nd
day of August 1904 Geo. Malone. Clerk

Sue. Ruth. McClellan Off
18215.

Complaint

Pullman Palace Car Company
Defendant

The plaintiff
Sue. Ruth. McClellan
Claims of The defendant

The Pullman Palace Car Company A. Corporation
The sum of Nineteen hundred and ninety nine
Dollars as damages for this that on to wit The
11th day of August 1904 The defendant was engaged in
operating for hire a line of sleeping cars commonly
called Pullman sleeping cars between Washington
D. C. Salisbury North Carolina Chattanooga Tennessee
and Decatur Alabama Among other places that
on to wit said date The plaintiff was a passenger
for hire upon one of defendant's said sleeping cars
having for the sum of to wit Three dollars
purchased a ticket entitling her to ride and use
as a passenger one of defendant's said cars from
Washington D. C. to Decatur Alabama that she was
on to wit said date accepted and received by The
Agents and servants of The defendant as a passenger
one of its said cars named The Louisa that while
thus an accepted passenger on said sleeping car
of The defendant The plaintiff as she as such passenger
had a right to do entered the ladies dressing room
or toilet room of said sleeping car in which she
was a passenger as aforesaid The said car having been
for the convenience and comfort of its passengers
provided with dressing or toilet rooms for ladies
and gentlemen respectively as are practically all
The said sleeping cars of defendant that after
The plaintiff had so entered said ladies toilet
room and closed the door to insure privacy
The said toilet room being furnished with a
door for that purpose Among others The
conductor in charge of said sleeping car an Agent
or servant of The defendant while plaintiff was
within said toilet room by means of a cord
and another door securely fastened the door
in and to said toilet room so that said
toilet room door could not be opened
from the inside where plaintiff then was
that said door was so fastened by said

Conductor without the slightest knowledge or continuation of the plaintiff that when the plaintiff desired to leave said toilet room and return to her berth in the body of the said sleeping car she undertook to open said toilet room door said door being the only way whereby persons entering or leaving said toilet room could do so but was unable to do so tho she made every possible effort her strength would permit that besides pushing and knocking against said door she tried to attract the attention of the said conductor or some one else by screaming and also by pressing the electric button in said toilet room that for an hour or more she screamed and knocked and undertook to ring said electric bell but no one came to release her from her confinement as above stated she remained in such confinement in said toilet room for an hour or longer that said toilet room was a small apartment in said car and was at the time plaintiff was confined therein filled with offensive odors and was very dirty and unkept that there was screen opening in said apartment through which the cold night air passed into the apartment it being at the time of the plaintiffs confinement therein about midnight and the train in rapid motion thereby generating a cold night draft and that her confinement in said apartment was against her will and consent.

The plaintiff avers that the defendant contracted for the consideration of to wit three dollars to afford the comforts conveniences and protection and immunity usually and customarily afforded passengers on defendant's sleeping cars that among other things the defendant contracted and undertook to afford the plaintiff protection from wrongs from its own agents servants or employees while she was thus a passenger on defendant's said car that the defendant contracted and undertook for the consideration paid to and received by it from the plaintiff to save the plaintiff harmless molestation by and by on the part of the defendant's agents servants or employees but instead of performing its contract as aforesaid the defendant through and by its agents or employees in violation of its contract with the plaintiff confined the plaintiff as aforesaid in the ladies toilet room of said sleeping car and kept her therein confined for a long period of time to wit an hour

without Plaintiff's consent and against her will and this though she used every means within her power to make known to the defendant's agents, servants or employees and to every one else in said car that she was confined in said apartment; and that the said confinement of Plaintiff as aforesaid was done and accomplished by the conductor in charge of defendant's said car in which the Plaintiff was a passenger as aforesaid, within the general scope of his employment and duties as conductor in charge of said sleeping car.

The Plaintiff further averred that, on account of the breach of said contract by the defendant and its failure to perform its duty as it contracted to do towards and about this Plaintiff who was a passenger as aforesaid, the Plaintiff was confined against her will and consent within the narrow limits of a small apartment in said sleeping car. That she was subjected for to wit, an hour to a cold midnight draft through a screen opening and prevented from escaping therefrom by her confined situation in said apartment; that she was greatly frightened, mentally excited and suffered extreme mental anxiety. That she was subjected to close confinement within a small apartment that was offensive in its odors and very unclean and unkept; that she was given by said confinement a severe cold from which she suffered for many days after said date; and that she was made very nervous and deprived of sleep by reason of her great excitement occasioned by said confinement as aforesaid.

Wherefore the Plaintiff claims the said sum as damages for the breach by the defendant of its contract with the Plaintiff as its passenger aforesaid. Hence this suit.

2nd The Plaintiff claims of the defendant the said sum of Nineteen hundred and Ninety nine dollars as damages for this. That on, to wit, the 11th, day of August, 1904, the defendant while engaged in operating a line of sleeping cars commonly called Pullman sleeping cars,

Between Washington D. C. and Decatur, Alabama, accepted the Plaintiff as a passenger, for hire and contracted to afford her the comforts, conveniences, protection and immunities of a sleeping car company and operator of sleeping cars from Washington D. C. to Decatur Alabama. That instead of performing its said contract with the Plaintiff, the defendant failed to perform said contract in this, that the Plaintiff as such passenger as she had a right to do entered the Ladies toilet of said sleeping car of the defendant and while therein the conductor in charge of said sleeping car of the defendant securely fastened the door of said apartment so that the Plaintiff could not leave said apartment when she desired so to do, thereby confining, against her will and consent, the Plaintiff in said apartment; and that by reason of the failure of the defendant to perform and fulfill its said contract as was its contractual duty to do the Plaintiff was for an hour or longer deprived her liberty, was subjected to great mental anxiety and suffering, was given an aggravated cold, was made nervous, was subjected to great fright and anxiety and was physically afflicted. And the Plaintiff avers that the cruel act of the said conductor was done within the scope of his employment as such agent or servant or employee of the defendant. Hence this suit. A Trial by Jury is demanded in this cause.

G. C. McClellan

Atty for Plaintiff

I have executed the within Summons and complaint on the defendant by handing and leaving a true copy, thereof to Conductor and with A. J. Hamilton of defendant's Pullman Car Conductor.

This Sep 30th 1904

E. P. Purjeur

Sheriff

By J. E. Clew.
D. S.

The State of Alabama,
County of Limestone }

Sue Ruth McClellan, Plaintiff
153 U. S.

The Pullman Palace Car Company, Defendant

Before me George Malone, as clerk of the Circuit Court in and for said State and County. Personally appeared Thomas C. McClellan, who being by me first duly sworn, deposes and says, that he is the attorney of Record for the Plaintiff in the above styled cause, that as such attorney of Record he, the affiant, makes this affidavit; That as such attorney he has this day propounded to the defendant in the above styled cause the interrogatories this day filed by the Plaintiff in said cause; that the answers to said interrogatories propounded by the Plaintiff to the defendant in said cause will be material testimony for the Plaintiff in said cause.

Sworn to and subscribed
before me, this the 30th day of September 1904
Thomas C. McClellan
as attorney of Record for Plaintiff
Geo Malone
Circuit Court Clerk

Agnes Hundley Plaintiff
154 U. S.

The Southern Railway Company Defendant } Beh it Remem-
bered that unto the fall term 1904 of the Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to wit:

The State of Alabama)

Limestone County }

To any Sheriff of the State of Alabama Greeting You are hereby commanded to summon The Southern Railway Company to appear at the next term of the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of Agnes Hundley

Witness my hand this 6th day of Sept 1904
Geo Malone
Clerk.

The Plaintiff, Agnes Hundley, claims of the defendant the Southern Railway Company, a corporation,

Nineteen Hundred and Ninety-Nine Dollars damages, for this; that on, to wit, the 11th day of July, 1904, the defendant was a common carrier of passengers between Chattanooga, Tennessee, and Belle Mina, Alabama, among other places. that on ^{or} and about said day and date the Plaintiff was a passenger, for hire, on one of the defendant's trains between said first named place or point and said last named place or point; that she was, by the defendant, accepted and received on said train as a passenger thereon; that Belle Mina, Alabama, was her destination; her starting point where she entered said train being Chattanooga Tennessee; that when said train was approaching Belle Mina, Alabama, said train blew for the station, began to slow down, and one of the trainmen, an agent or servant of the defendant, announced and proclaimed the Plaintiff hearing him 'All ^{our} for Belle Mina' meaning Belle Mina, Alabama, the destination of the Plaintiff, that the Plaintiff, in obedience to said announcement, the train being then in a short distance of the defendant's depot at Belle Mina, Alabama, arose and went to the platform of the car in which she was a passenger as aforesaid; that by the time she reached the said platform of the car the said train had arrived at the depot of the defendant, but had slowed down to almost a standstill; that immediately after the Plaintiff had reached the said platform preparatory to alighting from the train at her destination, the agents or servants in charge of said train caused said train to suddenly and without warning to start forward, thereby hurling her ~~forward~~ violently to the ground, and painfully and seriously injuring her, causing her great suffering, Mental and Physical, confining for some time to her bed, rendered her unconscious, and permanently destroying her ability to hear in one of her ears, and causing partial Paralysis of her body. And the Plaintiff avers that the act of the agent or servant of the defendant in so negligently starting said train forward, suddenly and without warning, whereby

This Plaintiff was injured as aforesaid
 was an act of negligence in violation of its
 to safely transport this Plaintiff from
 Chattanooga, Tennessee, to Belle Mine, Alabama,
 as one of the public seeking service from the
 defendant as a common carrier, for hire.

Wm Hurdley } Attorneys
 T. C. McClellan } for Plaintiff

A Trial by Jury is demanded.

I have executed the within writ by
 leaving a copy of the within Summons and
 complaint with W. E. Neathery, Station
 Agent - of the Southern R.R. Company at
 Belle Mine Ala -

E. F. Duryear

Sheriff

The State of Alabama)
 Limestone County) In the Circuit Court

Agnes Hurdley Plaintiff
 # 164 N.S.

Southern Railway Company. Defendant
 Comes The Defendant And Demurs to The Complaint
 Hereto filed And for grounds of demurrer assigns
 The following: 1st Said Complaint does not state the
 cause of action 2nd it Affirmatively appears from
 said Complaint that The plaintiff was guilty
 of negligence which contributed to her injury in
 that she attempted to alight from the train
 while same was in motion

3rd It Affirmatively appears from said Complaint that
 The plaintiff was guilty of negligence which
 contributed to the injury in that she went upon
 the platform of the car while train was in motion

4th The allegation in said Complaint meaning Bellemine
 Ala is a mere conclusion of the pleader

William Hume.
 Atty for Defendant

Charles. Fulwider. Plff- } Be it remembered That unto
 VS- } The Circuit Court of Limestone
 J. E. Sheet } County Alabama was returned
 # 185- } A summons & complaint in
 Words and figures following to wit

State of Alabama }
 Limestone County } To any Sheriff of the State of
 & } Alabama. Greeting you are
 hereby commanded to summon J. E. Sheet
 to appear at the next term of the Circuit Court
 of Limestone County at the place of holding
 the same then and there to answer the
 complaint of Charles Fulwider Witness my hand
 this 8th day of September 1904

Charles. Fulwider. Plff- } Geo. Malone Clerk
 VS- #1 } ~~Complaint~~
 J. E. Sheet } The plaintiff claims of
 and Fifty Dollars for the conversion by him,
 on to wit, the 1st day of July, 1904, of the following
 chattel, to wit: one organ, the property of the
 Plaintiff.
 W. R. Walker,
 Attorney for Plaintiff.

I have executed the within writ Sept 8th 1904
 by leaving a copy of the within Summons and
 Complaint with J. E. Streech Defendant.

E. J. Puryear
 Sheriff

J. E. Clem
 Deputy Sheriff

W. Claude Browning Plaintiff } Be it remembered
 # 185- V. S. } that unto the fall term
 John R. Witt Defendant } 1904, of the Circuit
 Court of Limestone County Alabama was returned a
 summons and complaint in words and
 figures following to wit:
 The State of Alabama }
 Limestone County } To any Sheriff of the State
 of Alabama. Greeting; you are hereby
 commanded to summon John R. Witt to appear
 at the next term of the Circuit Court to be
 held for said County, at the place for holding the
 same, then and there to answer the complaint of
 W. Claude Browning, Witness my hand this 8th day of Sept 1904
 Geo Malone - Clerk

- 1st The Plaintiff claims of the defendant - Ten Thousand Dollars, damages for an assault and battery committed by the defendant on the Plaintiff, viz: on the 3rd day of August, 1904.
- 2nd The Plaintiff claims of the defendant the further and other sum of Ten Thousand Dollars, damages for maliciously and without probable cause therefor, arresting and imprisoning the Plaintiff unlawfully and without warrant of any kind for a great length of time, to wit: one hour, on, to wit: the 3rd day of August, 1904.
- 3rd The Plaintiff claims of the defendant the further and other sum of Ten Thousand Dollars, damages for unlawfully and maliciously imprisoning the Plaintiff, without cause and without legal process of any kind for a great length of time, to wit: one hour, on, to wit: the 3rd day of August, 1903.

W. R. Walker

Attorney for Plaintiff

I have executed The Within writ September 9th 1904
By leaving a copy of The Within Summons And
Complaint with John R. Will. Defendant.

The State of Alabama
Limestone County

885

E. H. Puryear Sheriff
By J. E. Blum Deputy Sheriff
Circuit Court

W. Eland Browning Plaintiff

V.S.

John R. Will Defendant

Olea

Comes The defendant by his Attorney And for
Answer to The Complaint in said Cause And
Each count thereof severally and separately
Says that he is not guilty of The matters And
Things set forth in said Complaint And its
Several counts A trial by jury is demanded
Thos. C. McEllan
Atty for Defendant

William W. Clark Plff. } Bill it remembered that
 N.S. } into the full term of the
 Tom Lane Def. } Circuit Court of Limestone
 # 886 } County Alabama was returned
 A. Summons and Complaint
 in words and figures following

State of Alabama }
 Limestone County } To wit
 Complaint
 To Any Sheriff of the State
 of Alabama. Greeting.

You are hereby commanded to summon
 Tom Lane to appear at the next term of the Circuit
 Court to be held for said County at the place of
 holding the same there and there to answer the
 Complaint of William W. Clark. Witness my hand
 This 13th day of September 1904

Geo. Malone Clerk

William W. Clark Plaintiff } The Plaintiff sues to
 U.S. } Recover the following
 Tom Lane Defendant } track of land, situated in Limestone County,
 Alabama, to wit; Beginning at a point on the
 section line on the Buck Island and
 Johnson Mill Road, thence west about 80
 yards, thence North across Section 21,
 Township 2, Range 5, thence East about one
 hundred and fifty yards, to the Johnson
 Mill and Buck Island Road, thence south
 with said Road to the J. H. Hampton Road
 thence south with said J. H. Hampton Road
 to the Johnson Mill and Buck Island Road,
 thence south with said Road to the section
 line at the point of beginning, of which
 he was in possession, and upon which
 pending such possession and before the commencement
 of this suit the defendant entered and unlawfully
 Withholds together with two hundred and fifty
 Dollars for the detention thereof

W. H. Walker
 Attorney for Plaintiff

I have Executed the Withinss Writ by leaving
 a copy of the Withinss Summons and Complaint
 with Tom Lane Defendant Sept 19th 1904

E. F. Connor
 Sheriff

William W. Clark. Plaintiff } In The Circuit Court
N.S. } of Limestone County
Tom. Lane. Defendant } Alabama

#886 Motion } comes the defendant by
his attorney and moves the court to dismiss
the complaint in this in this cause and for ground
of motion assigns the following

- First Because it states no cause of action
- Second Because no definite ascertainable quantity or piece of land is described in said complaint
- Third Because by the allegations of said complaint the defendant is not informed what land the plaintiff sues to recover

Thos. C. McShellan
Atty for. Deft.

A trial by jury upon the issues now or
may arise in this cause is demanded

J. C. McShellan
Atty for. Deft.

William B Russell An individual
Trading and doing business under
The firm name and style of W.B. Russell
and company Plaintiff
#887 N.S.

Be it remembered that unto
the full term of
The Circuit Court of Limestone
County Alabama was returned

Alexander Price Hamilton Deft. A summons and complaint
In words and figures following
State of Alabama } Summons
Limestone County } To Any Sheriff of The State of
Alabama greeting

You are hereby commanded to summons
Alexander Price Hamilton to appear at the next term
of the circuit court to be held for said county at
the place of holding the same then and there to answer
the complaint of William B. Russell an individual
Trading and doing business under the firm name
and style of W.B. Russell & company
Witness my hand this 19th day Sept. 1904

Geo. Malone Clerk

W. B. Russell & Co. Plff } Complaint
N.S. } The plaintiff claims
A. P. Hamilton. Deft } of the defendant the sum
of sixty seven & 50/100 -

Dollars due by promissory note made by the
defendant by the name of A. P. Hamilton on to wit
the 15th day of August 1902 and payable to the plaintiff
by the name of W. B. Russell & Co on to wit the
15th day of November 1902 with interest thereon
The plaintiff claims of the defendant the further
sum of ten per cent of the amount due on said
above described note as attorney's fee

For The collection thereof The defendant having stipulated in writing to pay all attorneys fee incurred on The collection of said note and The plaintiff avers That ten per cent of The amount due upon said note is a reasonable attorneys fee for The collection thereof and The plaintiff avers That The defendant in writing in and by said note waived all of his right to The of exemption under The constitution and laws of The State of Alabama as to The debt evidenced by said above described note

W. T. Sanders-

Atty for Plff

I have executed The within writ Sept-27th 1904 by leaving a copy of The Within Summons and Complaint with R. P. Hamilton Defendant

E. F. Burgess Sheriff

William B. Russell An individual trading and doing business under The firm name and style of W. B. Russell & company Plff } In Circuit Court Be it remembered That unto The fall Term 1904 of The Circuit Court of Limestone County Alabama was returned A. Summons and Complaint

John White Defendant } In words and figures following To any Sheriff of The State to wit # 888 of Alabama greeting

You are hereby commanded to Summons John White to appear at The next term of The Circuit Court to be held for said county at The place of holding The same Then and There to answer The complaint of

William B. Russell An individual trading and doing business under The firm name and style of W. B. Russell and Company Witness my hand This 19th day of Sept 1904

Geo. Malone Clerk

W. B. Russell & Co Plff } Complaint VS- The plaintiff claims of The Defendant The sum of fifty Seven Dollars due by promisory

Note made by The Defendant on to wit The 10th day of September 1903 and payable to The plaintiff by The Name of W. B. Russell & Co. on to wit The 15th day of November 1903 with interest Thereon The plaintiff claims of The Defendant The further sum of ten per cent of The amount due on said above described note as attorneys fee for The collection thereof The defendant having stipulated in writing to pay all attorneys fee incurred in The collection of said note and The plaintiff avers That

Ten per cent of The Amount due upon said note
is a reasonable Attorneys fee for The collection
Thereof. And The plaintiff avers That The defendant
in writing in and by said note waived all of his
Right to claim of exemption under The constitution
And laws of The State of Alabama as to The ~~collection~~
cost evidenced by said above described Note

W. F. Sanders.

Atty for Plff.

I have executed The Within Wait
By leaving a copy of The Within Summons and
Complaint with John White. Defendant
October The 6th 1904

E. F. Currier. Sheriff
By J. D. Hicks.

Special Deputy Sheriff

William L. Halsey Plff } But remembered That unto
889 NS. } The fall Term 1904 of The Circuit
Edward F. Currier. Defl } Court of Limestone County
Alabama was returned a

State of Alabama } Summons and Complaint in
Limestone County } Words and figures following to wit:
889 } To My Sheriff of The State of
Alabama greeting

You are hereby commanded to Summons
Edward F. Currier to appear at The next Term of The
Circuit Court to be held for said county at The place
of holding The same Then and There to answer The
Complaint of William L. Halsey

Witness my hand This 28th day of September. 1904
Geo. Watson. Clerk.

William L. Halsey Plff } Complaint
889 NS. } The plaintiff claims of
Edward F. Currier. Defl } The defendant The sum
of one hundred and ninety nine

97/100. Dollars due by promissory note made by The
Defendant by The name of E. F. Currier on to wit The 15th
Day of March. 1900 and payable to The plaintiff by The
Name of W. L. Halsey on November 1st after date to wit
Nov. 1st 1900 with interest thereon The plaintiff further
claims of The defendant The sum of ten per cent
of The Amount due on said above described note as
Attorneys fee for The collection Thereof The debt having
stipulated in writing in and by said note to pay a
reasonable Attorneys fee for the collection thereof
on his failure to pay said note at maturity. And
Plaintiff avers That ten per cent of The amount due
on said note is a reasonable Attorneys fee for The
collection Thereof. And That said note was not paid

At maturity and has not been paid. The plaintiff avers that the defendant in writing in and by said note waived his right to exemptions under the constitution and laws of the State of Alabama as against the collection of the debt evidenced by said note.

The plaintiff claims of the defendant the further sum of one hundred and ninety nine & 77/100 Dollars due by promissory note made by the defendant by the name of E. F. Curyear on to wit the 15th day of March 1900 and payable to the plaintiff by the name of W. L. Halsey on January 1st after date to wit Jan. 1st 1901 with interest thereon from date. The plaintiff further claims of the defendant the sum of ten percent of the amount due on said ~~note~~ last above described note as attorneys fee for the collection thereof. The defendant having stipulated in writing in and by said note to pay a reasonable attorneys fee for the collection thereof on his failure to pay said note at maturity and plaintiff avers that ten per cent of the amount due on said note is a reasonable attorneys fee for the collection thereof and that said note was not paid at maturity and has not been paid. The plaintiff avers that the defendant in writing in and by said note waived his right of exemptions under the constitution and laws of the State of Alabama as against the collection of the debt evidenced by said note.

W. T. Sanders -
Atty-for Plff

I hereby acknowledge service
of the within summons and complaint
and waive copy of same & all further process
This Sept. 28th 1904

Edward F. Curyear

William H. McPhellan. Plaintiff
890 NS
John. Morris Senior. Defl

Be it remembered
That unto the full term
1904 of the Circuit Court
of Limestone County was
Returned a. Summons and
Complaint in words and
Figures following to wit

State of Alabama.
Limestone County

Summons
To Any Sheriff of the State
of Alabama greeting. You are hereby commanded to
Summon John. Morris Senior to appear at the next
Term of the Circuit Court to be held for said County
at the place of holding the same there and there to answer
The complaint of William H. McPhellan. Witness my hand
This 3rd day of October 1904 Geo. Malone Clerk

William H. McCellan Plff- } Complaint-
890 NS- }
John Morris Sr. Def } 1st The plaintiff William-
H. McCellan claims of
The defendant John Morris

Senior The sum of twenty thousand dollars-
damages for an assault and battery committed
by the defendant on the plaintiff on to wit the 25th
day of June 1904

2nd The plaintiff claims of the defendant the said sum
of twenty thousand dollars damages for that
on to wit the 25th day of June 1904 the defendant
wilfully shot the plaintiff with a pistol a deadly
weapon thereby inflicting upon his person a
highly dangerous and painful wound from
which assault and battery as aforesaid the plaintiff
suffered great mental anxiety and physical pain
was confined to his bed unable to work for a
great length of time incurred large liabilities
for doctors bill and medicines and was permanently
impaired in his health all to plaintiffs
damage as aforesaid

Thos. C. McCellan-
Atty for Plaintiff

A trial by jury of the issues
in this cause is commanded by
The plaintiff

J. C. McCellan
Atty for Plff

I have executed the within writ October 3rd 1904
By leaving a copy of the within summons-
and complaint with John Morris Senior
Defendant

E. F. Curyear Sheriff

Morris B. Hull Plaintiff
891 NS
Joseph A. Rhoads

Be it remembered
That unto the fall term
1904 of the Circuit Court
of Limestone County Alabama
Was returned a summons and
complaint in words and figures
Following to wit
Summons

State of Alabama
Limestone County

To Any Sheriff of the State of
Alabama greeting you are hereby commanded
To summons Joseph A. Rhoads to appear at the
next term of the Circuit Court to be held for said
County at the place of holding the same
Then and there to answer the complaint of
Morris B. Hull Witness my hand this 11th day of
Nov. 1904

Geo. Malone
Clerk

Morris B. Hull. Plff. } Complaint
 #891 VS }
 Joseph A. Rhoads-Def } The Plaintiff Claims of The
 Defendant Five Thousand Dollars
 Damages for falsely and
 maliciously charging the plaintiff with larceny by
 spitting of and concerning him in the presence of
 third persons in substance as follows that he felt
 the plaintiff took him the defendant when he plaintiff
 got his money out of his defendant's pocket that he
 defendant thought at first plaintiff was playing a joke
 but it had gone too far for that thereby meaning
 that defendant had stolen from his defendant's person
 money to the amount of one hundred and sixty dollars.
 About Nov. on the 7th day of November 1904

W. B. Walker

Attorney for Plaintiff

I have executed the within writ by leaving a copy
 of the within summons and complaint with J. A. Rhoads
 Defendant in the cause this Nov. 12th 1904

Motion to Strike E. H. Cuyler. Sheriff

The State of Alabama } In the Circuit Court
 Limestone County } Morris B. Hull. Plff. VS.
 Joseph A. Rhoads-Def.

Comes the Defendant by his Attorney and moves
 the court to strike from the file in the above styled
 cause the alleged complaint and for grounds of
 Motion assigns the following

- 1st Because it states no cause of action against this Defendant
- 2nd Because it avers no words whereby or wherein the defendant
 charged the plaintiff with larceny or any other offense at all
 to larceny 3rd Because it alleges no words or facts
 upon which can be predicated an action for slander
- 4th Because it fails to allege such words or facts
 as constitute a cause of action for slander
- 5th Because it avers the use in substance of certain
 words relative to the plaintiff by the defendant
 and the words set out in the alleged complaint
 charge the plaintiff with no larceny

J. C. McCallum

Attorney for Defendant

W. S. Smith & Co. } Be it remembered That unto
 # 892 VS } That unto the year term 1905 of
 John C. Leroix } The circuit court of Limestone
 County Alabama was returned a
 Transcript and Affidavit from the justice
 Court of J. C. Christensen justice of the peace in
 words and figures following to wit

The State of Alabama } To the constable of said
 Limestone County } County Summons John C.
 Leroix v. W. S. Smith

To Appear before me on the 28th day of Nov-1904 A. M.
 At my office to answer the complaint of
 W. S. Smith & Company and then and there make
 Return of this summons issued the 22nd day of Nov-1904
 Jas. C. Christensen J. P.

W. S. Smith & Company } Cause of Action
 VS } The plaintiff claims
 John C. Leroix & M. J. Leroix } of the defendant \$55.00

Due by promissory note made by defendant on the
 3rd day of January 1899 And plaintiff avers that so
 far as this debt is concerned the defendant waived
 all right to have exempted to him any property
 which now is or hereafter may be exempted to
 him under the constitution and laws of Alabama
 W. S. Smith

Executed by summoning the within defendant
 This the 24th day of Nov-1904 E. F. Currier Sheriff
 By H. Legg Deft. Sheriff

The State of Alabama } Circuit Court
 Limestone County } Known All Men by These
 # 892 } Presents That we John C. Leroix
 And A. J. Grisham And E. D. Lerman the heirs
 And firmly bound unto W. S. Smith in the
 Sum of \$39.68 for the payment of which we and
 Truly to be made we bind ourselves and each of us
 our heirs Executors and Administrators jointly
 Severally and firmly by these presents And as
 a part of this undertaking we hereby waive all
 our rights under the Constitution and laws
 of the State of Alabama to have any of our property
 Real or personal Exempt from levy and sale
 in Satisfaction hereof. Sealed with our seals
 And dated this the 3rd day of Dec-1904
 Whereas At the J. P. Court of the J. P. Court of Limestone
 on to wit the 29. day of Nov-1904 The said W. S. Smith

Recovered a judgement in said case against John C. Leroix
 \$16⁰⁴ Dollars. debt and damages and the further sum of
 \$3⁸⁰ The cost in that behalf expended and whereas on this
 day the said John C. Leroix as such defendant has
 made application for an appeal from said judgement
 to the next term of the circuit court to be holden of and
 for said state to reverse said judgement and also for
 a supersedeas of the execution of said judgement which
 has been granted on entering this bond -
 Now therefore the condition of the foregoing obligation is
 such that if the said John C. Leroix shall prosecute
 the said appeal to effect and satisfy such judgement
 as the circuit court may render in this case then
 the said obligation to be null and void otherwise
 to remain in full force and effect

J. C. Leroix
 H. J. Graham

Approved this the 3rd day of Dec. 1904 E. D. Leman
 Jos. C. Christensen.
 J. P.

State of Alabama -
 Linebloom County

Transcript Appeal
 W. S. Smith & Co vs. John C. Leroix
 On the 29th day of Nov. 1904 comes parties plaintiff & defendant
 with atty. After hearing the allegation & proof the court
 finds and adjudges the plaintiff have and recover from
 the defendant the sum of \$16⁰⁴ and all cost in the case
 expended and against this judgement issue therefrom there
 is no exemption of personal property given under
 my hand this the 29th day of Nov. 1904
 Jos. C. Christensen J. P.

Cost \$3⁸⁰

judg. 10⁰⁴
 \$19⁸⁴

I hereby certify this to be a true
 Transcript of all proceedings in this case
 Jos. C. Christensen J. P.

Anthony B. Lambenthal } Be it remembered That
 # 893 VS } met The ^{July Term - 1905} Circuit Court of
 Frank J. Cullen } Limestone County Alabama.
 Was returned a. Summons and
 Complaint in words and figures
 Following to wit

State of Alabama }
 Limestone County } To Any Sheriff of The State
 of Alabama. greeting. you are
 hereby commanded to summons Frank J. Cullen
 To appear at the next term of the circuit court
 To be held for said county at the place of holding
 The same there and there to answer the complaint of
 Anthony B. Lambenthal Witness my hand this the 13th day
 of December 1904 J. E. Clem Clerk Circuit Court

Anthony B. Lambenthal } Complaint-
 # 893 VS } The plaintiff Claims of The
 Frank J. Cullen } Defendant The sum of Three
 Hundred Dollars for a breach of covenant

As follows for that the said defendant on the 9th day
 of January 1904 by his deed duly executed and acknowledged
 by plaintiff & his wife for a valuable consideration therein
 mentioned bargained sold and conveyed to the plaintiff all
 that part of the north east quarter of section 5 township 4
 Range 4 lying east of the Nashville & Decatur R.R.
 containing one hundred acres more or less except what
 has been heretofore sold to parties mentioned below
 Five acres to D.W. Hindley twenty five acres to John
 Taylor ten acres to Lewis Townsend two acres to
 Sam Jenkins one acre to Frank Hammond one acre to
 Mary Horston ^{and} one acre to Bettie Hinton one acre
 to Rowland Martin and one acre for church being
 twenty seven acres sold off to have and to hold
 the same with the hereditaments and appurtenances
 thereto belonging to the plaintiff his heirs and
 assigns forever and therein among other things
 did covenant with the plaintiff that the said
 premises were free from encumbrances now. The plaintiff
 says that at the time of making the said deed the
 premises aforesaid were not free from encumbrances
 but on the contrary the plaintiff avers that at the
 time of making said deed one Joe Wheeler had a lawful
 claim or right to the following described land to wit
 two acres bounded on the north by Bettie Hinton on the
 east by John Taylor on the south by Geo. Horston land
 and on the west by Nashville & Decatur R.R. Track in
 section 5 T. 4. R. 4 of which said two acres the said

Geo. Wheeler was in possession at the time said deed was made under a contract of purchase with the said Defendant holding the same adversely and the plaintiff is deprived of said land although the deed from the Defendant to the plaintiff covers the same

2nd

The plaintiff claims of the defendant the like sum of Three hundred for a breach of covenant for that the Defendant on the 9th day of January 1904 by his deed duly executed and acknowledged by plaintiff and his wife for a valuable consideration therein mentioned bargained sold and conveyed to the plaintiff all that part of the North-East-quarter of Section 5 Township 4 Range 4 lying east of the Nashville & Decatur R.R. containing 100 acres more or less except what has heretofore been sold to parties mentioned below 5 acres to D.W. Hindig 25 acres to John Taylor 10 acres to Lewis Townsend 2 acres to Sam Jenkins one acre to Frank Hamner one acre to Mary Horton ^{and} one acre to Belle Hinton one acre to Rowland Martin and one acre for Church being fortyseven acres sold off to have and to hold the same with the hereditaments and appurtenances thereto belonging to the plaintiff and his heirs and assigns forever and therein among other things did covenant with the plaintiff that the defendant was seized in fee said premises and had a good right to sell and convey the same and that the same was free from encumbrances whereas as plaintiff avers at the time of making said deed on to wit the 9th day of January 1904 one Geo. Wheeler had and ever since has continued to have lawful right and claim to the following described land which was conveyed to the plaintiff by the defendant to wit two acres bounded on the north by Belle Hinton on the East by John Taylor on the South by Geo. Hinton land and on the West by the Nashville & Decatur R.R. Tract said two acres lying and being in Section 5 Township 4 Range 4 East of the Nashville & Decatur R.R. Tract and plaintiff avers that at the time of the making of said deed and ever since then the said Geo. Wheeler has been in possession of said two acres claiming the same as his own and has held and still holds the plaintiff out of possession of the same contrary to the form and effect of the covenants aforesaid wherefore plaintiff sues

3rd

The plaintiff claims of the defendant the like sum of Three hundred Dollars for that on Jan. 9th 1904 the Defendant sold to plaintiff the following described land all that part of the North East quarter of Section 5 Township 4 Range 4 East of the Nashville & Decatur R.R. containing 100 acres more or less

Except what has been heretofore sold to parties
 mentioned below 5 acres to O. W. Hindiff 2.5 acres to
 John Taylor 10 acres to Louis Townsend 2 acres to
 Sam. Jenkins 1 acre to Frank Hanson 1 acre to
 Mary Hoston 1 acre to Bettie Hinton 1 acre to Rowland
 Mabine and 1 acre for church being 47 acres
 sold off and by deed duly and properly executed
 to plaintiff by defendant and his wife
 Lema J. Cullen for a consideration of nine
 hundred dollars paid to defendant by plaintiff
 conveyed to plaintiff the land above described
 and by said deed covenanted that said land was
 free from encumbrance but a part thereof namely
 two acres bounded on the north by Bettie Hinton
 on the east by John Taylor on the south by lands
 of Geo. Hoston and on the west by Nashville &
 Decatur R.R. tract being in section 5 township
 4 Range 4 East of said Nashville & Decatur R.R. tract
 was encumbered when said deed was executed to
 plaintiff by defendant and his wife in this way viz.
 long prior to the time when said deed was executed
 to wit in the year 1896 or 1897 defendant agreed to sell
 said two acres above described to one Joe. Wheeler
 and the said Joe. Wheeler went into possession
 thereof and made payments for or on said two acres
 and was claiming the same at the time said deed
 was made to plaintiff and was in possession
 thereof and plaintiff alleges that the said
 Joe. Wheeler is still in possession of said two acres
 and refuses to surrender possession thereof
 to plaintiff and so the plaintiff says that the
 covenant of the defendant in said deed that said
 land was free from encumbrances was broken
 to plaintiff's damage in the sum of three
 hundred dollars hence this suit

H. C. Thack-
 Atty for plaintiff

I have executed the within writ Dec-13th 1904
 By leaving a copy of the within summons and
 complaint with Frank J. Cullen defendant
 E. F. Curyear Sheriff

#894 Clay Stinnett. Plaintiff
U.S.

George Ruffin Bridgeforth as
Administrator De bonis non of
The Estate of Mr. Stinnett. Decd. Deft.

The State of Alabama
Limestone County

Be it remembered That unto
The Jan. Term. of The Circuit Court
of Limestone County Alabama
Was returned A. Summons
And. complaint in Words. and
Figures following to wit-

Circuit Court -

To My Sheriff of The State of
Alabama - Greeting -

you are hereby commanded to summons George Ruffin
Bridgeforth as Administrator, De Bonis non of The Estate of
Mr. Stinnett, deceased, to appear before the next term
of the Circuit Court to be held for said County
at the usual place of holding the same,
then and there to answer the Complaint of
Clay Stinnett

Witness this the 26th day of December 1904

J. E. Cline
Clerk of the Circuit Court

Clay Stinnett, Plaintiff,
U.S.

George Ruffin Bridgeforth
as Administrator De bonis non
of the Estate of Mr. Stinnett
deceased, Defendant

Complaint
The Plaintiff claims
of the Defendant
Three Hundred and Twenty four & 86/100 Dollars
Due by promissory note made by Defendant
intestate on. to wit. the 26th day of November 1889
and pay able on to. wit. The 26th day of November 1889
with interest there on, and the Plaintiff avers
that the said note is entitled to various
credits amounting to the sum of Fourteen and
10/100 Dollars

Erle Pettus
Atty for Plaintiff

Executed by serving a copy of The within
Summons & Complaint on George Ruffin Bridgeforth
This 26th day of Dec. 1904
E. F. Puryear
Sheriff.

John A Clark Plaintiff
 V.S.
 Charles Bird Defendant

Be it remembered that unto
 the Jan^y Term¹⁹⁰⁵ of the
 Circuit Court of Limestone
 County Alabama was returned
 a Summons & Complaint in
 words and Figures Following to wit:

895

The State of Ala
 Limestone County

Circuit Court,

To any Sheriff of The State of Ala. Greeting
 You are hereby Commanded to Summons
 Charles Bird to appear at the next term
 of the Circuit Court to be held for said
 County at the place of holding the same
 then and there to answer the Complaint
 of John A. Clark

Witness this 3rd day of Jan^y 1905

J. E. Clem
 Clerk

Plaintiff,
 Defendant,

John A. Clark
 V.S.
 Charles Bird

Complaint.

The Plaintiff sues to recover
 possession of the following tract, The North
 Half (N¹/₂) of The West Half (W¹/₂) of The South-
 West Quarter of Section Forty One (31) Township
 Three (3) Range Four (4), west. in Limestone
 County, Alabama, of which he was
 in possession and upon which, pending
 such possession, and before the commencing
 ment of this suit. The defendant entered
 and unlawfully with holds, together
 with three hundred dollars for the
 detention thereof.

W. R. Hauser
 Atty for Pligg

Bettie T. Keim }
 Julia M. Keim } Plaintiffs
 + Susan D. K. Savage }
 D.S.
 Jerome Scales } Defendant

Be it remembered that unto the January Term 1905 of the Circuit Court of Limestone County Alabama, there was returned a summons and complaint in words and figures following, to wit,

896.

- Complaint -

The State of Alabama }
 Limestone County } Circuit Court.

To any Sheriff of the State of Alabama - Greeting

You are hereby commanded to summon Jerome Scales to appear at the next term of the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of Bettie T. Keim, Julia M. Keim and Susan D. K. Savage

Witness this 5th day of January. A.D. 1905.

J. E. Glenn. Clerk.

- Complaint -

Bettie T. Keim }
 Julia M. Keim } Plaintiffs - { Jerome Scales. Defendant
 Susan D. K. Savage }

The Plaintiffs sue to recover possession of the following tract of land, to wit, Four acres, in the south west corner of the South West quarter of the South West quarter of section fourteen (14) township two (2) south, range five (5) west, in Limestone County Alabama, of which they were in possession and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withholds, together with fifty dollars for the detention thereof.

W. T. Sanders

Atty for Plffs

I acknowledge myself as security for the costs of this suit

Jas. C. Christensen

The State of Alabama } Executed this the 7th day of January A.D. 1905
 Limestone County } by leaving a copy of within summons and
 complaint with Jerome Scales the defendant
 E. F. Puryear
 Sheriff

Butler. T. Heim. Julia M. Heim. } Be it remembered That unto
And Susan. D. H. Savage. } the January Term 1900 of The
#897 VS Plff. } Circuit Court of Limestone
Lemuel. G. Gooden. Defl. } County Alabama There was
Returned a Summons And
Complaint in words and figures following to wit

The State of Alabama } Circuit Court
Limestone County } To My Sheriff of The State of
Alabama. Greeting
You are hereby commanded to Summons Lemuel
G. Gooden to appear at the next term of The Circuit to be
held for said county at the place of holding the same
Then and there to answer the Complaint of Butler T. Heim
Julia M. Heim And Susan D. H. Savage.
Witness my hand this the 5th day of January 1900 -
J. E. Clem.
Clerk

Butler. T. Heim. Julia M. Heim }
And Susan. D. H. Savage. Plff. }
VS }
Lemuel. G. Gooden. Defl }
Complaint -
The plaintiffs sue to
Recover possession of the
Following tract of land to wit -
Twenty Acres off of the east side of the West half of the
South West quarter of Section fourteen (14) Township Two
(2) South range five (5) West in Limestone County Alabama
of which they were in possession and upon which pending
such possession and before the commencement of this
suit the defendant entered and unlawfully Withholds
together with one hundred dollars for the detentions
thereof.
W. T. Sanders
Atty. for Plaintiff

I hereby acknowledge myself as security for the costs
of this suit Jas. C. Christensen.
Executed 7th day of January 1900 by leaving a copy
of the within Summons and Complaint with Lemuel G.
Gooden. Defendant. E. H. Dargatz Sheriff

State of Alabama } In. The Circuit Court
Limestone County } January Term. 1905
#548 } Amendment to Complaint.

Willie Emma Norwood. Plff. vs. L. & N. R. R. Co. Def.
Comer. The plaintiff by her Attorney And. by leave of the
Court Amends her Complaint in said cause by
Adding Thereto The following Additional Counts to wit.

Count. 6th The plaintiff claims of The Defendant Corporation
The like sum of nineteen hundred and ninety nine
Dollars damages for this That on to wit. The 5th Day of
July 1903 The Defendant was engaged in operating its
line of rail way Through Limestone County Alabama And
running Thereon its engines trains and cars which engines
trains and cars were propelled by steam And plaintiff avers
That on or about The said date while she was lawfully And
carefully walking Along Lee Street in The incorporated
Town of Athens Alabama in The discharge of her lawful And
necessary duties The Defendant Corporation was by And
Through its agents or employees operating a locomotive and
train of cars along its track in said incorporated town
And across said Street And The plaintiff avers That
Although her danger was apparent to the engineer or
other agent or employee of The Defendant Corporation
having charge And control of said engine he made no
effort to stop or check The said locomotive or train until
After The plaintiff was struck but wantonly And willfully
permitted said locomotive and train to run on unchecked
Although The said train could have been checked by The
prompt use of The ordinary appliances or any of them
provided for That purpose And The slightest diminution
of speed in The said train would have enabled The
Plaintiff to escape without And The plaintiff avers That as a
result of The said willfulness And wantonness of The
Defendant Corporation its agents or employees in Thus operating
The said train The plaintiff was struck by said locomotive
or train and hurled violently to The ground And The bones
of her nose And face were crushed And broken And her body
was bruised And grievously wounded And injured in
consequence of which she has been subjected to great
And grievous mental And physical pain And suffering
Count. 7th The plaintiff claims of The Defendant Corporation The
like sum of nineteen hundred and ninety nine
Dollars damages for that on or about to wit The 5th Day
of July 1903 Defendant was engaged in operating its
line of rail way Through Limestone County Alabama
And running Thereon its engines trains and cars
which engines trains and cars were propelled by
steam That on or about to wit The date aforesaid.

The plaintiff was lawfully crossing said rail road at a public street crossing within the limits of the Town of Athens in Limestone County Alabama a Station on defendants said rail road and defendants Agents and Servants while engaged in running an engine to which was attached a train of cars upon and over said rail road so negligently and carelessly conducted themselves in and about the Management of said engine and train of cars that the said engine was caused to run against the said plaintiff Willie Emma Norwood at said public street crossing thereby throwing said plaintiff violently to the ground grievously injuring disfiguring maiming and wounding her breaking and crushing the bones of her nose and face and seriously bruising and wounding her body in consequence of which the plaintiff has been subjected to great physical pain and suffering and has suffered grievous mental pain and anguish and will in future be subjected to great mental pain and suffering by reason of such injuries.

Count - 8th The plaintiff claims of the Defendant the like sum of Nineteen hundred and ninety nine Dollars damages for that on to wit the 5th day of July 1903 the Defendants Agents and Servants while engaged in running an engine to which was attached a train of cars upon and over said rail road through Limestone County Alabama recklessly and wantonly ran said engine and train of cars against the said plaintiff at a street crossing within the limits of the Town of Athens in Limestone County Alabama a Station on defendants said rail road thereby hurling plaintiff violently to the ground crushing and breaking the bones of her nose and face seriously bruising and wounding her body and causing her great and grievous mental pain and suffering and inflicting such injuries as will in future cause her great mental pain and suffering.

Esq. Pettus -
Attorney for Plaintiff

D. M. Fredrickson } Be it remembered that unto the
 \$899 N.S. } January Term. 1905 of the Circuit Court
 H. G. Glover. } of Limestone County, Alabama. was
 Returned. a Transcript. and. writ
 of Attachment. &c - in words and figures following to wit -

State of Alabama }
 Limestone County }

Attachment. Writ.

Justice. Court.

To. Any Constable. of said county. feeling

Whereas. Ditlew. M. Fredrickson. hath complained on oath
 to me. Jos. C. Christensen. Justice of the Peace in and for
 Limestone County. That. H. G. Glover. is justly indebted
 to him in the sum of Fifty and no/100. \$50.00 Dollars.
 And the plaintiff having made affidavit and given bond
 as required by law in such cases. you are hereby
 commanded to attach so much of the estate of the said
 H. G. Glover. as shall be of value sufficient to satisfy the said
 debts and costs according to the complaint and such estate
 unless relieved so as to seeme that the same may be liable
 to further proceedings thereon to be had at Athens. Alabama
 on the 25th day of August. A. D. 1904

When and where you shall make known to the said court
 how you have executed this writ. Witness this 25th day of July. A. D. 1904
 Jos. C. Christensen.

Justice of the Peace.

As. no personal property was found commencing on N.E. corner
 of the south W 1/4 of Sect. 19 Township Range. 3 West and running
 South 120 Rods. Thence W. 160 Rods. Thence N. 120 Rods. Thence East
 160 rods to place of beginning all being in the S.W 1/4 of
 Sect. 19 T. 2 R. 3 West. in Limestone County. Alabama.
 containing 120 acres more or less

I have this day levied on the above described land as
 the property of. H. G. Glover. This July. 27th 1904

E. F. Puryear. Sheriff.

State of Alabama }
 Limestone County }

Transcript of judgement.

Ditlew. M. Fredrickson. Plaintiff vs
 H. G. Glover. Defendant.

Whereas on the 25th day of July. 1904 Plaintiff Ditlew. M.
 Fredrickson by his Attorney filed with me his Affidavit
 stating grounds of Attachment against Defendant. H. G. Glover.
 And whereas on said day a writ of Attachment was issued
 against the estate of the said. H. G. Glover. which was duly
 executed by levying on the real property of said Defendant
 therein described and the 26th day of August 1904 was set
 as. a day on which to hear the case of said Ditlew. M. Fredrickson
 vs. H. G. Glover. Notice thereof being given to Defendant H. G. Glover.
 By publication for three successive weeks in the Alabama -
 A News-Paper published in Athens. Alabama.

Now Therefore on this day comes the Plaintiff in this cause by his attorney and files his complaint and Defendant not appearing being in default the cause was heard and Plaintiff adduced his evidence in this cause it is therefore ordered adjudged and decreed by the court that the Plaintiff recover of the Defendant the sum of Fifty \$50.00 Dollars with interest from 31st day of Jan'y. 1903, and property levied on condemned to sale amounting to Fifty Six (56.22) + 2 7/100 Dollars, and the costs in this cause expended, and that these papers be returned to the next term of the Circuit Court for an order of Sale of said real property described in the Attachment

This Given under my hand
The 26th day of August 1904.
Jas. C. Christensen
J.P.

I the undersigned hereby certify this a ~~True~~ true Transcript of All proceedings and the above Cause in Justice Court Beat 1, Limestone Co.

Jas. C. Christensen
Justice of the Peace

Cost \$ 17.45-
State of Alabama-
Limestone County }

Justice Court August 26th 1904

Nathan M. Fredrickson Plaintiff vs.
A. G. Glover Defendant

- 1st The plaintiff claims of the Defendant Fifty Dollars due from him by a contract between the Defendant and Alex. A. Erickson on the 31st day of January 1903 which sum of money with the interest thereon is still unpaid and is the property of the Plaintiff.
- 2nd The plaintiff claims of the Defendant the further sum of Fifty Dollars due from him by a contract between the Defendant and Alex. A. Erickson on the 31st day of January 1903 by the terms of said contract the said Alex. A. Erickson was to receive a commission of Fifty Dollars for acting as agent in the sale or exchange for the Defendant of the hereinafter described tract of land belonging to Defendant to one S. A. Linton. Said tract of land lying in Limestone County ^{State of} Alabama and described as follows
East one half of the north west one quarter E 1/2 of N. W. 1/4 except a strip twenty rods wide off of the East side -- Also north west one quarter of north west one quarter N. W. 1/4 of N. W. 1/4 All in Section Two (2) Township Three (3) South Range four (4) West containing one hundred (100) acres more or less.

Which sale or exchange was duly consummated by The said Alex. A. Erickson on the 31st day of January 1903 and The said claim for Commission was transferred by The said Alex. A. Erickson to The plaintiff Ditlew M. Fredrickson on the 23rd day of January 1904 which sum of money with the interest thereon is still unpaid and is the property of The plaintiff Ditlew M. Fredrickson. Off.

A. S. Glover vs. Ditlew M. Fredrickson

James E. Horton Jr.
Attorney for Plaintiff

Complaint

Filed Aug. 26th 1904

Jos. C. Christensen, J. P.

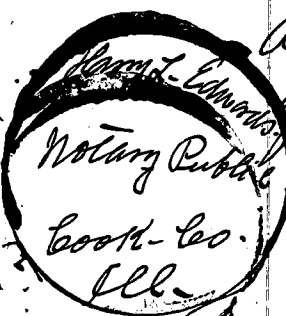
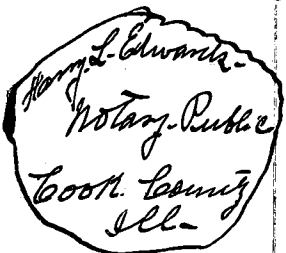
State of Illinois } Before me Harry L. Edwards, A. Notary Public
County of Cook } in and for said county personally appeared
Ditlew M. Fredrickson who being duly sworn
on oath saith That A. S. Glover is justly indebted to Alex. A. Erickson for the use of him The said Ditlew M. Fredrickson in the sum of Fifty and no one hundredths (\$50.00) Dollars. Which said amount is justly due after allowing all just offsets and discounts and That The said A. S. Glover is a non resident of Alabama and resides at Milroy, Indiana and That This Attachment is not sued out for the purpose of vexing or harassing the Defendant or other improper motive
Ditlew M. Fredrickson.

Sworn to and Subscribed
Before me this the 23rd day of July, 1904.
Harry L. Edwards
Notary Public Cook County Ill.

State of Illinois } Before me Harry L. Edwards, A. Notary Public
County of Cook } in and for said county personally appeared
Ditlew M. Fredrickson who being duly sworn on oath saith That he is the plaintiff in an Attachment suit entitled Alex. A. Erickson for use Ditlew M. Fredrickson vs A. S. Glover and This according to the best of his knowledge information and belief said A. S. Glover has not sufficient property within the State of his residence wherefrom to satisfy said debt for the recovery of which said Attachment suit is brought.
Ditlew M. Fredrickson.

Sworn to and Subscribed
Before me this the 23rd day of July, A. D. 1904.
Harry L. Edwards
Notary Public Cook Co. Ill.

Filed July 25th 1904
J. C. Christensen, J. P.



State of Alabama } This is to certify that while a
 Limestone County } Partner of Mr. D. M. Friedrichsen of
 Chicago Ill. & consummated a trade
 for Mr. A. G. Glover of Milroy. Ind. whereby Mr. Glover
 was made a debtor to our company in the sum of
 Fifty \$50⁰⁰ Dollars for a final settlement between
 said D. M. Friedrichsen and undersigned the above claim
 was transferred to Mr. D. M. Friedrichsen.
 Athens - Alabama. Aug. 26th 1904 Alex. A. Erickson.
 Sworn to and subscribed to before me this 26th day of Aug 1904
 Jas. C. Christensen. J. P.

State of Alabama } This day personally before me Robert M.
 Limestone County } Rawls who is known to me the editor of
 and publisher of The Alabama Carrier a newspaper
 published at Athens County and State aforesaid
 who being duly sworn deposes and says that the above
 attached notice appeared for three successive weeks
 in the said Alabama Carrier prior to the date set
 for the hearing of this cause. R. M. Rawls.
 Editor and Publisher.
 Sworn and subscribed to before me this the 13th day
 of January 1905 Jas. C. Christensen. J. P.

Non-Resident's Notice.

State of Alabama Limestone County - In the justice court
 of Jas. C. Christensen. Attachment proceedings
 Ditlew M. Friedrichsen. vs. A. G. Glover.
 Whereas Ditlew M. Friedrichsen. as plaintiff in said cause
 has obtained a writ of Attachment out of this court issued
 on the 26th day of July 1904. Against A. G. Glover which writ
 has been duly executed by the Sheriff of said county making
 a Levy upon the following described land and property
 of the said A. G. Glover to wit commencing on the N.E. corner
 of the S.W. 1/4 of Section 19. T. 2. R. 3. West and running South
 120 rods Thence West 160 rods Thence North 120 rods
 Thence East 160 rods to place of beginning all being in Section
 19. Township 2. Range 3. West in Limestone County Alabama
 containing 120 Acres more or less and it appearing to the
 court from an Affidavit made by the complainant Ditlew
 M. Friedrichsen that the Defendant A. G. Glover is a non
 Resident of the State of Alabama residence being at
 Milroy Indiana it is hereby ordered that Notice be
 given to said Defendant A. G. Glover of the filing of
 said suit and the issuance of said attachment
 by giving notice by publication for three successive
 weeks in the Alabama Carrier a newspaper published at
 in Athens Alabama notifying the said A. G. Glover

That This Cause will be heard on The 26th Day of August 1904 And That he. may be present and contest the same if he. thinks proper J. C. Christensen -
Justice of The Peace

Miles. Hammond. Plff. } Be it. remembered That
900 N.S. } unto The April-term 1905-
Edward E. Carnith Ellis- } of The Circuit Court of
Sandlin N. J. Tribble } Limestone County Alabama
Was returned a. Summons
And. complaint in words. and figures following to Wcl.
Circuit Court.

The State of Alabama } To Any Sheriff of The State of
Limestone County } Alabama - Greeting -
You are hereby. commanded. to
Summon Edward E. Carnith Ellis Sandlin Newton
J. Tribble to appear at the next term of the Circuit Court to
be held for said county at the place of holding the same there
And there to answer the complaint of Miles. Hammond.
Witness This The 16th Day of February A. D. 1903 -
J. C. Glenn Clerk

Miles. Hammond. Plff. } - Complaint -
900 N.S. } The plaintiff claims of The
Edward E. Carnith Ellis- } Defendants the sum of Three
Sandlin N. J. Tribble } Hundred And fifty Dollars for

The breach of The condition of a bond Made by The
Defendants Edward E. Carnith by The name of E. E. Carnith
Ellis Sandlin by The name of Ellis Sandlin And
Newton J. Tribble by The name of N. J. Tribble on to
wit The 16th day of April 1903 payable to Miles. Hammond.
The plaintiff in the sum of Three Hundred and fifty
Dollars which bond was approved and filed by George Malone
Esqr. as Clerk of The Circuit Court of Limestone County Alabama
Which condition That if The Defendant Edward E. Carnith Therein
using The name of E. E. Carnith failed in a. certain
Detinue suit on said day instituted in the said circuit
Court of Limestone County Alabama by The Defendant Edward
E. Carnith by The name of E. E. Carnith Against Miles.
Hammonds This plaintiff for certain personal property
The Defendants would pay the said Miles. Hammonds. This
Plaintiff all such costs and damages as he said
Miles. Hammond. This plaintiff may sustain by The
wrongful complaint -

And the plaintiff says that the condition of The said
Bond has been broken in this that The Defendant
Carnith failed in said Detinue suit The said suit
Being tried on to wit The 21st Day of January 1904

In said Circuit Court And resulted in a
 Verdict by a jury against said Barnett. And
 in favor of said Hammond. This plaintiff
 And That Neither said Barnett. Nor either of said
 obligators on said bond have paid the said
 Miles Hammond the Damages sustained by him
 as such Defendant in said Detainer suit by
 The wrongful Complaint to the damage of the
 Plaintiff as Above stated. Thor. C. McCallum.
 Atty. for the Plaintiff

Executed This 20th Day of Febry. A. D. 1905, ^{As to E. L. Barnett and N. J. Tuttle} by leaving a
 Copy of. Within Summons and Complaint with E. L. Barnett - N. J. Tuttle
 Executed as to Ellis Sandlin Febry. 23rd 1905. Defendants.
 E. H. Rungt. Sheriff

The State of Alabama)
 Limestone County
 Morris Hull

In The Circuit Court

891 U S

Joseph A. Rhoads

Be it remembered that unto the April Term 1905 of the Circuit Court of Limestone County Alabama was returned an amended complaint as follows:

Comes the Plaintiff by his Attorney, and leave of the court having been first had and obtained, amends his complaint in this cause by adding thereto the following counts..

2.-The plaintiff claims of the defendant the further and other sum of five thousand dollars, as damages, for this, that, whereas, on, to wit, the 7th. day of November, 1904, the defendant, in the presence of J. M. Wolff, falsely and maliciously imputed to this plaintiff the theft from his person of the sum of, to wit, One hundred and fifty dollars in substance as follows: that he, Wolff, should go to see plaintiff and tell him, plaintiff, that if he, plaintiff, would send him, the defendant, one hundred and fifty dollars of his defendant's money, he, defendant, would hush the matter up and nobody would know any thing about it; that he, defendant, hated to prosecute him, plaintiff, on account of his, plaintiff's, family, but that if he, plaintiff, did not send him, defendant, said sum of money he, defendant, would have to push it and that he, defendant, felt him, plaintiff, when he touched him, defendant, when he, plaintiff, got the money, and plaintiff avers that defendant at the time of making said statement to said Wolff claimed to have lost between one hundred and fifty and one hundred and sixty dollars and that defendant had prior thereto asserted that he thought he, plaintiff, had taken said money from him in a joke and subsequently said that the matter had gone too far for a joke, and plaintiff says that by the expressions as set forth above defendant meant that this plaintiff had been guilty of larceny in the taking of his

money. Wherefor plaintiff avers that he has been damaged in the sum above set forth, having suffered great mental pain, anguish and said language tending to bring this plaintiff into great disrepute and to destroy his character.

3. The plaintiff claims of the defendant the further and other sum of five thousand dollars as damages for this, ^{that} whereas, on, to wit, the 6th day of November, 1904, the defendant in the presence of several persons, falsely and maliciously charged this plaintiff with the offence of larceny from his defendant's person, in substance saying, that plaintiff had taken from his defendant's pocket a pocket book containing a large sum of money, to wit, one hundred and sixty dollars, and plaintiff avers that said defendant claimed prior to, and at the time of said remarks that he, defendant, had lost said sum of money out of his pocket and had also claimed that he thought plaintiff, had taken said sum of money from his defendant's pocket as a joke, but that it had gone too far for a joke, thereby meaning, by the use of the above expression that this plaintiff had stolen said money from him, the defendant, whereby this plaintiff has suffered much mental pain and distress his reputation as a honest man has thus been impugned, all in the aforesaid sum of five thousand dollars.

W R Walker Atty.
for plaintiff

Filed this Feb'y 21st 1905
J. E. Cunn
Clerk

The State of Alabama } In The Circuit Court-
 Limestone County } Be it remembered that unto the
 W. Cland. Browning Off.) April term 1905 of The Circuit
 Jno. R. West.) Court of Limestone County
 # 485-) Alabama was returned an Amended
 Complaint in words and figures folowing
 To Wit-

Comez. The plaintiff by his Attorney and by leave of
 The court having been first had and obtained Amended
 his complaint by adding thereto the following additional coming
 4th The plaintiff Claims of The Defendant The sum of Ten
 Thousand Dollars as Damages for This That Whereas
 on to wit The 3rd day of August 1904 The plaintiff was
 in accordance with a due and legal warning of The
 road. overseer at work together with a large number
 of other persons to wit twenty five or thirty on The
 Public highway That while thus lawfully engaged
 The Defendant come to where plaintiff was
 Defendant at The time was armed with a double barrel
 shot gun That Defendant when within a few feet
 of plaintiff commenced violently to Abuse plaintiff
 cursing him and calling him vile names and
 demanded to know of plaintiff whether he had made
 a certain remark or statement which Defendant charged
 had been attributed to plaintiff That Defendant Then
 Levelled his said shot gun at plaintiff pointing The muzzle
 thereof towards plaintiff with his finger on or near to The
 trigger and threatened to kill This plaintiff That plaintiff
 disclaimed having made any such remark as The one inquired
 about but Defendant insisted That plaintiff had made said
 remark That plaintiff then satisfied Defendant he had not
 by evidence of parties present That notwithstanding all
 of this Defendant Then and there with his shot gun still
 in his hand forced This plaintiff to march down The
 Public highway passing by stores residences and people
 to plaintiffs house and there in the presence of
 witnesses to assert his innocence of The remarks
 And plaintiff avers that he was deeply humiliated That
 The assault upon him was without warrant That he was
 mortified and suffered great mental anguish and
 pain That he was put in fear of his life and
 most shamefully made to suffer great distress of
 mind because of these unlawful acts of The Defendant
 all to his great damage in the aforesaid
 sum of Ten Thousand Dollars

5th The plaintiff Claims of The Defendant the further and other
 sum of Ten Thousand Dollars as damages for This That
 Whereas on to wit The 3rd day of August 1904 The Defendant

While plaintiff was engaged in working the public highway in accordance with the legal warning and under the directions of the proper road overseer came to where plaintiff was thus lawfully discharging his legal duty and in the presence of the persons engaged with plaintiff in working on said highway to the number of to wit twenty five or thirty armed and otherwise abused and vilified plaintiff at the same time having presented or pointed at plaintiff a double barrel shot gun and threatening to kill plaintiff that defendant then and there commanded and forced plaintiff to stand still and threatened to kill plaintiff if he moved being at the time within a few feet to wit ten feet of plaintiff with a shot gun pointed at plaintiff the said gun being in the hands of defendant and defendant having his finger on or about the trigger of said shot gun that defendant then forced plaintiff having the shot gun in his hand to mount a mule and to ride along the public highway the defendant accompanying plaintiff with the shot gun still in his hand for the distance of to wit two miles to defendant's home and during which time plaintiff passed several people on the highway and likewise went by several stores and residences where people were and the plaintiff avers that defendant thus assaulted him without legal cause and made the plaintiff to suffer great mental pain and anguish put him in fear of his life humiliated him outraged his legal rights heaped indignities upon him and greatly mortified him all to his damage in the aforesaid sum of ten thousand dollars hence. This suit -

6th Plaintiff claims of the defendant the further and other sum of ten thousand dollars as damages for this that whereas on to wit the 3rd day of August 1904 while plaintiff was engaged at work upon the public highway of this country the defendant unlawfully imprisoned the plaintiff by forcing the plaintiff to mount a mule against his will and to ride down the public highway the distance of to wit two miles the defendant at the time having in his hand a double barrel shot gun to his the defendant's house and that defendant detained plaintiff against plaintiff's will for a great length of time to wit one hour that plaintiff was forced by defendant thus to go to his defendant's house to make a statement in the presence of witnesses to wit three persons and plaintiff avers that at the time of this occurrence on the public highway there were present quite a large crowd.

of persons to wit twenty five or thirty and that
 Defendant cursed plaintiff applied vile epithets
 to him and pointed said shot gun at plaintiff
 threatening at the same time to kill this plaintiff
 And plaintiff further avers that he suffered great
 mental pain and distress was humiliated mortified
 outraged and otherwise injured by the aforesaid
 conduct of Defendant all to his great damage in the
 aforesaid sum of Ten Thousand Dollars hence this suit
 7th Plaintiff claims of the Defendant the further and other
 sum of ten thousand dollars as damages for this
 that whereas on to wit the 3rd day of August - 1904 while
 Plaintiff was engaged at work upon the highway of this
 county the Defendant armed with double barrel shot
 gun came to where plaintiff was. Thus at work on
 the public highway and in the presence of a large
 number of persons to wit twenty five or thirty cursed
 and otherwise abused and vilified this plaintiff
 at the same time having present or pointed at plaintiff
 said shot gun and threatening to kill said plaintiff
 that Defendant then and there commanded and forced
 plaintiff to stand still saying to this plaintiff
 that if he plaintiff moved he Defendant would kill
 Plaintiff said Defendant being at the same time within
 a short distance of plaintiff to wit ten feet the said
 gun at the same time being in the hands of said Defendant
 and Defendants finger being on or near to the trigger
 of said gun and said gun pointed at said plaintiff
 that said plaintiff then forced this Defendant he having
 said shot gun in his hands at the time to mount
 a mule and to ride along the public highway the
 Defendant accompanying plaintiff and Defendant
 still having in his hands said shot gun for a
 distance of to wit two miles to Defendants home and
 during which time plaintiff as thus situated passed
 several people on the highway and likewise went by
 several stores and residences where people were
 and the plaintiff avers that Defendant thus assaulted
 him without legal cause and made the plaintiff to suffer
 great mental pain and anguish put him in fear
 of his life humiliated him outraged his legal rights
 heaped indignities upon him and greatly mortified
 him all to his damage in the said sum of Ten
 Thousand Dollars hence this suit

W. R. Walker.

Atty. for plaintiff

Clinton. D. Glaze. William L. Martin } Be it remembered that
 And. Roswell H. Richardson. } unto the April term 1905
 Partners trading and doing business } of the Circuit Court of
 under the firm name and style of } Limestone County Alabama
 Glaze. Martin and. Richardson } was returned a summons
 & complaint in words and figures

State of Alabama. } following to wit-
 Limestone County } To any Sheriff of the State of
 # 906 } Alabama: Greeting=

you are hereby commanded to summon Thomas-
 G. McDonald to appear at the next term of the Circuit Court
 to be held for said county at the place of holding the
 same then and there to answer the complaint of Clinton
 D. Glaze William L. Martin And. Roswell H. Richardson
 Partners trading and doing business under the firm name
 and style of Glaze. Martin and. Richardson.
 Witness this 22nd day of February. A. D. 1905.

Clinton. D. Glaze. William L. Martin N. S. Thomas G. McDonald. Def.
 And. Roswell H. Richardson (Partners) } = Complaint =
 trading and doing business under } The plaintiffs claim of the
 the firm name and style of } Defendant the sum of to wit
 Glaze. Martin and. Richardson Plff. } Eighty Eight and 64/100 Dollars.
 # 901.

Due from him by account on to wit the first day of January
 1905. Which sum of money with the interest thereon is still
 unpaid. The plaintiffs claim of the Defendant the like sum
 of to wit Eighty Eight and 64/100 Dollars due from him on to wit
 the first day of January 1905 as balance of account made by the
 Defendant with Glaze. Martin M^cGarock And. Richardson formerly
 a copartnership composed of Clinton D. Glaze. William L. Martin
 James F. McGarock and Roswell H. Richardson. Which said account
 has been duly transferred and assigned to the plaintiffs.
 And is now the property of the plaintiffs. Which sum of money
 with the interest thereon is still unpaid.

W. T. Sanders -
 Attorney for Plaintiffs

Executed this 25th day of February A. D. 1905 by leaving
 a copy of within summons and complaint with
 Thomas G. McDonald. Defendant. E. F. Burgeon Sheriff.

Hadley Townsend. By his next friend Meridith Townsend. Plff. } Be it remembered That unto The
902 MS. } April term 1903 of The Circuit Court
Sam Roberts. Defl. } of Limestone County Alabama was returned
A summons and complaint also an
Affidavit bond &c. in words and
figures following to wit-

The State of Alabama } To my Sheriff of The State of Alabama
County of Limestone } Greeting-
You are hereby commanded to summon
Sam Roberts to appear at the next term of the Circuit
Court to be held for said county at the place of holding the
same then and there to answer the complaint of
Hadley Townsend by his next friend Meridith Townsend.
Witness This 2nd day of March - A. D. 1903-
J. E. Clem. Clerk.

Hadley Townsend by his next friend Meridith Townsend. Plff. } - Complaint -
MS }
Sam Roberts. Defl. } The plaintiffs claims of
The Defendant the following
personal property to wit one black horse about seven years old
with the value of the hire or use thereof during the detention
to wit from the 1st day of March 1903-
W. R. Walker.

The State of Alabama } Plaintiffs Attorney
Limestone County } To The Sheriff of Limestone County-
902 } Whereas The plaintiff in the within stated
Cause has made affidavit and given bond as required by law
you are hereby required to take the property mentioned in the
complaint into your possession unless the Defendant give
bond payable to the plaintiff with sufficient surety in double
the amount of the value of the property with condition that
if the Defendant is cost in the suit we will within thirty days
thereafter deliver the property to the plaintiff and pay all cost
and damages which may accrue from the detention thereof-
J. E. Clem. Clerk.

The State of Alabama } Circuit Court-
Limestone County } Know all men by these presents
902 } That We Hadley Townsend Meridith
Townsend and Eliza Martin and Richardson are held and
firmly bound unto Sam Roberts in the sum of
one hundred dollars for which payment well and truly
to be made we bind ourselves and each of us our and each
of our heirs Executors and Administrators jointly and
severally firmly by these presents sealed with our seals and
dated this 2nd day of March 1903- The condition of the above
obligation is such that whereas The above bound

Hadley. Townsend. by Mendith. Townsend. his next friend.
has this day. commenced his suit in the Circuit Court of
Limestone County against The said Sam. Roberts-
for the recovery of the following property to wit-
One black horse about seven years old-
And having made affidavit that the property sued for
belongs to him. And entering into this bond has obtained
an order requiring any. Sheriff of the State aforesaid
to take the said property sued for into his possession
Now if the said Hadley. Townsend. by his next friend
Mendith. Townsend. shall fail in said suit and pay
the Defendant all such. costs and damages as he may
sustain by the wrongful complaint then this
obligation to be void otherwise to remain in
full force and effect-

Hadley. ^{his} Townsend. (L-S)
Mendith. ^{made} Townsend. (L-S)
Flaze Martin. Richardson (L-S)

Approved this 2nd day of March. 1905-

J. E. Clem. Clerk.

The State of Alabama }
Limestone County }
#902

Affidavit-

Before Me. J. E. Clem. Clerk of the
Circuit Court. person

Appeared. Hadley. Townsend. who having been by me duly
sworn deposed and say that the following property to wit
One black horse about seven years old-
for the recovery of which he by Mendith. Townsend. his
next friend has instituted suit this day in the Circuit
Court of Limestone Alabama against Sam. Roberts- is
the property of him. The affiant-
Sworn to and subscribed before me this 2nd day of March 1905
J. E. Clem. Clerk.

Glaze, Martin & Richardson
 a firm composed of Clinton D. Glaze,
 William L. Martin & Roswell H.
 Richardson. Plaintiffs
 *903 VS
 William R. Lewis. Defendant

Be it remembered that unto the
 April term of the Circuit Court 1905
 of Limestone County Alabama,
 was returned a summons and
 complaint in words and figures
 following, to wit,

The State of Alabama } No
 Limestone County }

Circuit Court
 April Term 1905

To any Sheriff of the State of Alabama - Greeting;

You are hereby commanded to summon William R. Lewis
 to appear at the next term of the Circuit Court to be held for said
 county, at the place of holding the same, then and there to answer
 the complaint of Glaze, Martin & Richardson, a firm composed of
 Clinton D. Glaze, William L. Martin & Roswell H. Richardson.

Witness my hand this 3^d day of March 1905.

Complaint

Glaze, Martin & Richardson
 a firm composed of Clinton D.
 Glaze, William L. Martin, and
 Roswell H. Richardson } Plaintiffs } VS William R. Lewis. Deft

The plaintiffs claim of the defendant the sum
 of two hundred and ten & no/100 dollars due by promissory note
 made by the defendant on to wit, Mch 26th 1904, by the name of W.R. Lewis
 and payable to plaintiffs by the name of Glaze, Martin & Richardson on
 or before the 15th day of November 1904, with interest thereon at the rate
 of 8% per annum, from Nov 15th 1904.

The plaintiffs admit a credit on said note of
 \$106.⁰⁹ as follows, \$74.⁰⁴ as of Dec 14/04, \$32.⁰⁵, as of Jan 1st 1905.

The plaintiffs aver that said note provided for
 an attorneys fee for collection, and avers that 10% atty's fee is reasonable
 fee and claims the further sum of 10 % of amount due on said note
 as attorneys fees. Plaintiffs aver that defendant waived in writing
 all right of exemptions allowed to him under the constitution and
 laws of the State of Alabama as against said note

H. C. Thach. atty for Plffs

#908 ^{U.S.} Henry Warten } Be it remembered that
 John E. Freeman } unto the April term of
 Court 1905; was returned
 returned a bond and writ of attachment and
 summonds and complaint in words and
 figures as follows to wit:

The State of Alabama } Before me, J. E. Clerk
 County of Limestone } Clerk of the Circuit Court
 for and for said state and County personally
 appeared Henry Warten, who being first
 duly sworn, deposes and saith: that John E.
 Freeman rented for the year 1904, from
 Emma Griffis, her farm in said County and
 State; that he made crops thereon during said
 year, that the balance of the rent, which was
 for money, all of which was due on the 15th
 day of November, 1904, of Two hundred and
 five dollars has not been paid and is past
 due several months. That since said rent
 became due demand was made on the said
 Freeman, for said balance of rent and after said
 demand the said Freeman has failed or refus-
 ed to pay said rent so unpaid; that the affiant
 is the assignee, for value paid by him to Emma
 Griffis, of the claim of the said Griffis as landlord
 aforesaid, for the said rent for the year 1904, of said
 farm, that the said Emma Griffis in writing
 transferred the rent note given by the said Freeman
 for the rent of said farm for the year 1904, to the said
 affiant and also delivered the same to him and he
 now holds the same as assignee of the said Emma
 Griffis; that demand for the payment by the said
 Freeman of the balance due of said rent was
 made on to wit; the 25th day of March, 1905
 as well as other times, and the said Freeman
 thereupon, after such demand, failed or refused
 to pay such rent; that said rent for said farm
 was due on the 15th day of November, 1904,
 and that such demand on said Freeman
 for the payment of said rent was made before
 this attachment was prayed or issued and
 before suit was brought for said demand.
 that there is a part of the crop raised by the
 said Freeman on said farm during the year
 1904, is still in existence, either in the hands
 of said Freeman or elsewhere in said County and
 State and that this attachment is not served out

for the purpose of vexing or harrassing the said Freeman. Sworn to and subscribed before me this the 26th day of March 1905-

J. E. Clem
Circuit Clerk

Henry Warten.

The State of Alabama } Know all men by
Limestone County } these presents.

That Mr. Henry Warten, L. A. Westmoreland and W. P. Chandler, all of the County of Limestone and State of aforesaid, are held and firmly bound unto John E. Freeman, in the sum of Four Hundred and Ten dollars, to be paid to the said John E. Freeman, heirs, executors, administrators, or assign for which payment well and truly to be made. We bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally by these presents

Sealed with our seals and dated the 26th day of March, 1905.

The condition of the above obligation is such, that whereas, the above bound Henry Warten, has on the day of the date hereof, payed an attachment at the suit of himself, for the sum of Two Hundred and Ten Dollars, and hath obtained the same returnable to the next term of the Circuit Court of Limestone County, to be held for said County on the 1st Monday in April, 1905; Now if the said Henry Warten, shall prosecute said attachment with effect, and pay the said defendant all such damages as he ~~he~~ may sustain by the wrongful or verations suing out of said attachment, then the above obligation to be void otherwise to remain in full force and effect.

Signed, sealed and delivered the date above written approved 26th day

of March 1905
J. E. Clem, Clerk

Henry Warten (L.S.)
L. A. Westmoreland (L.S.)
W. P. Chandler (L.S.)

The State of Alabama,
Limestone County. } Circuit Court,

To any Sheriff of the State of Alabama - Greeting ;
Whereas, Henry Warten hath complained on
oath to me J.E. Clem Clerk of the Circuit Court
of Limestone County, that John E. Freeman is
justly indebted to said Warten as assignee
of Emma Griffis as Landlord in the of
Two hundred and five Dollars and the
Plaintiff having made affidavit and given
bond as required by law in such cases.
You are hereby commanded to attach ^{as much of 1904} ^{in said county during year}
the crops grown on the Emma Griffis farm of
the said John E. Freeman as shall be of value
sufficient to satisfy the said debts and costs
according to the complaining, and such estate,
unless replevied, so to secure that the same
may be liable to further proceedings thereon,
to be had at the term of the Circuit Court for
the County of Limestone to be held at the
Court House thereof, when and where you
shall make known to the said Court how
you have executed this writ,
Witness this 26th day of March 1905.
J.E. Clem Clerk

The State of Alabama,
Limestone County,) Circuit Court,

To any Sheriff of the State of Alabama - Greeting :
You are hereby commanded to summon
John E. Freeman to appear at the next term of
the Circuit Court to be held for said County, at
the place of holding the same then and there
to answer the complaint of Henry Warten,
Witness this 27th day of March A.D. 1905.
J.E. Clem Clerk,

Complaint
Henry Warten Plff.)
vs.
John E. Freeman Defh.)
The Plaintiff claims of the
Defendant the sum of Two Hundred and five
Dollars due on a promissory note executed
by the defendant by the name of

Emma Griffis for the Rent of the farm of the said Emma Griffis, in this County, for the year 1904 said note being due and payable on the 15th day of November 1904.

The plaintiff avers that for the sum of \$205.⁰⁰ the said Emma Griffis as Landlord transferred and conveyed to the plaintiff the said note which plaintiff now holds and owns as assignee of all the Rights and Remedies of the said Emma Griffis. Which sum of \$205.⁰⁰ is just, due and unpaid on said note.

Thos. C. McLellan
Atty for Plaintiff

Executed this 27th day of March A.D. 1906 by leaving a copy of the within Summons and complaint with John E. Freeman Defendant.

E. F. Puryear
Sheriff.

The State of Alabama) In Circuit Court
Limestone County) Be it Remembered that until
Henry Warten Plff.) the April term 1906 of
V.S. 905)
John E. Freeman Def.) The Circuit Court of Limestone
County Alabama was
Returned an affidavit and bond and writ of attachment also a summons and complaint in words and figures following to wit:

The State of Alabama,
County of Limestone) Before me, J. E. Clem, Clerk of
the Circuit Court in and for said State and
County, personally appeared Henry Warten
individually and as assignee, who being
first duly sworn, deposes and saith:
that John E. Freeman Rented for the year
1904 from Emma Griffis her farm in said
County and State giving her as Landlord a
Rent Note for the Rent of said farm for said
year which Rent note was for to wit:
Six Hundred and Thirty-five Dollars and which
was Rent and Rent Notes due and payable
on to wit: The 15th day of November, 1904;
That heretofore there was paid on said Rent
and Note the sum of to wit: Four hundred
and Thirty Dollars; That there is a

Balance due thereon, and to this affiant, of ~~two~~ hundred and five Dollars; that on to-wit: the 16th day of January, 1905, for value paid by the affiant to Emma Griffis as Landlord, she, the said Emma Griffis, as Landlord assigned her said claim as Landlord to the affiant, in writing transferred said note to him and delivered the same to him, the affiant; that before this suit or affidavit or writ was sought and after the said Rent note and said Rent was due and after the assignment of the said claim of Emma Griffis, as aforesaid to the affiant, the affiant demanded the payment of the said balance on said Rent note and the payment of the balance of said Rent by the said John E. Freeman, whereupon, after such demand and before this action was sought or instituted or this affidavit made, the said Freeman failed or Refused to pay said Rent and said Rent note balance as well; that the affiant now holds and owns said claim for Rent as assignee of the said Emma Griffis; that there is a part of the crops grown on the said Rented farm during the year 1904 still in existence, either in the possession of the said tenant, said Freeman or elsewhere in said County and State and that this attachment is not sued out for the purpose of vexing or harassing the said Freeman.

Henry Warten
Henry Warten
as assignee

Sworn to and Subscribed before me this the 27th day of March, 1906,

J. E. Glenn.
Clerk of Circuit Court.

The State of Alabama) Know all men by these
Limestone County) Presents
That we Henry Warten,
L. A. Westmoreland, W. P. Chandler all
of the County of Limestone and State
aforesaid, are held and firmly bound
unto John E. Freeman in the sum of
Four hundred and Ten Dollars to be
paid to the said John E. Freeman, heirs,

Executors, administrators or assigns for which payments well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the 27th day of March 1905.

The Condition of the Above Obligation is Such, That whereas, The above bounden, Henry Warten has on the day of the date hereof, prayed an attachment on the suit of himself for the sum of Two Hundred and five Dollars and hath obtained the same, Returnable to the next term of the Circuit Court of Limestone County, to be held for said County on the 1st Monday in April 1905. Now if the said Henry Warten shall prosecute said attachment with effect, and pay the said Defendant all such damages as he may sustain by the wrongful or vexatious suing out of said attachment then the above obligation to be void, otherwise to Remain in full force and effect.

Signed, Sealed and Delivered on the date above written.

Approved this 27th
day of March 1905,
J. E. Clem
Clerk.

Henry Warten (L. S.)
L. A. Westmoreland (L. S.)
W. P. Chandler (L. S.)

Filed in the office of the Clerk of the Circuit Court this 27th day of March 1905,

J. E. Clem Clerk
Thos. E. McClellan
Atty for Plaintiff

The State of Alabama, }
Limestone County. } Circuit Court.

To any Sheriff of the State of Alabama Greeting;
Whereas, Henry Warten hath complained on oath to me J. E. Clem Clerk of the Circuit Court of Limestone County, that John E. Freeman is justly indebted to Henry Warten as an assignee of the Emma Griffie Rent Note and claims for Rent in the sum ~~for~~ of Two hundred and five Dollars, and the Plaintiff having made

affidavit and given bond as Required by law in such cases. You are hereby commanded to attach so much of the crops grown on the Emma Griffis farm during the year 1904 Raised by said Freeman as shall be of value sufficient to satisfy the said debts and costs according to the complaint and such property unless Replevied, so to secure that the same may be liable to further proceedings thereon, to be had at the next term of the Circuit Court for the County of Limestone to be held at the Court House thereof, when and where you shall make known to the said Court how you have executed this writ.

Witness this 27th day of March 1905.

J. E. Glen Clerk.

Issued this 27th day of March 1905.

J. E. Glen Clerk,

Sheriff's Return.

Executed this 28th day of March 1905, by leaving this writ upon the following Personal property to wit:
 about 80 Bushels of Peas, 80 Bushels of cottonseed
 3000 Bundles of fodder, 1000⁺ of Pea and Milled Hay,
 about 80 Bbls. of Corn, The above described
 Property is on the Emma Griffis farm on the
 North of Elk River and is levied on as the
 Property of J. E. Freeman.

E. F. Puryear Sheriff
 By H. Legg D. S.

The State of Alabama

Limestone County

Hellie Davis Plaintiff

906 U.S. 906

Fanny Jones Defh.

In Circuit Court in

Be it Remembered that

unto the October term 1905

of the Circuit Court of

Limestone County Alabama

was Returned a summons and complaint

in words and figures following to wit:

The State of Alabama,

Limestone County

To my Sheriff State of Alabama

Greeting:

You are hereby commanded to summon
 Fanny Jones, to appear at the next term of
 the Circuit Court to be held for said
 County, at the place for holding the same
 then and there to answer the complaint
 of Willie Davis -

Witness my hand this
 19th day of April 1905-

J. E. Clem Clerk

in Complaint in

Willie Davis)

v. 8

Fanny Jones)

The Plaintiff sues to Recover
 possession of the following tract
 of land: The west half of the North West
 quarter of the North East quarter and
 Fourteen acres off of the North park of
 the North East quarter of the North
 West quarter of Section Fourteen and
 Fourteen acres off of the South park of
 the South East quarter of the North West
 quarter of Section Eleven; all in Township
 Three Range Four West in Limestone
 County Alabama; of which he was in
 possession, and upon which pending
 such possession, and before the commencement
 of this suit, the defendant entered and
 unlawfully withholds, together with
 One hundred Dollars for the detention
 thereof.

W. R. Walker

Atty. for Pltff.

I have executed the Within writ this April 21st 1905
 by leaving a copy of the Within summons & complaint
 with Fanny Jones the Defendant in the case.

E. H. Pinyon

Sherriff

The State of Alabama } In Circuit Court in
 Limestone County } Be it Remembered that unto the
 Willie Davis Plaintiff } October term 1905 of the Circuit
 V. B. 907 } Court of Limestone County Alabama
 Richard Davis Deftd. } was Returned a summons and
 complaint in words and figures following
 to wit:

The State of Alabama } To any Sheriff of the State of Alabama
 Limestone County } - Greeting:
 You are hereby commanded
 to summon Richard Davis to appear at the next
 term of the Circuit Court to be held for said County,
 at the place of holding the same, then and there
 to answer the complaint of Willie Davis.
 Witness my hand this 19th day of April 1905.
 J. E. Glen Clerk

Complaint
 Willie Davis }
 V. B. 907. } The Plaintiff sues to Recover possession
 Richard Davis } of the tract of land situated and being in
 Limestone County, Alabama. The north part the
 South-East quarter of the North west quarter of
 Section Eleven Township Three Range Four. West
 containing Fourteen acres, of which he was in
 possession and upon which, pending such
 possession, and before the commencement of
 this suit the defendant entered and
 unlawfully withholds together with one
 hundred Dollars for the detention thereof.
 W. R. Walker
 Atty. for Plaintiff

I have executed the within writ this April 27th 1905 by
 leaving a copy of the within summons and complaint
 at home of Richard Davis. Defendant in this case
 E. H. Currier
 Sheriff

J. H. Davis. Plff. } Be it remembered that unto the Oct
 908 VS. } term 1906. Was returned a transcript
 L. G. Bullington } Appeal. T. C. in words and figures
 #908 } following to wit:-

The State of Alabama To any lawful officer of said county
 Limestone County You are hereby commanded to summon
 L. G. Bullington. To appear before
 J. W. Ezell. on the 4th Day of April 1906. At 10 o'clock.
 P. M. at B. B. Patersons store at Good Springs. Ala.
 To answer the complaint of J. H. Davis. And then and
 there make return of this summons
 issued this 29th day of March 1905. J. W. Ezell. J. P.

Cause of Action.

J. H. Davis. Plaintiff VS. L. G. Bullington. Defi.
 The plaintiff claims of the Defendant \$64.⁰⁰. Sixty four
 Dollars Damage for Wrongfully taking the following Goods
 And chattels the property of the Plaintiff. 800 bushels of
 cotton seed. At 8^{cts} per B. J. H. Davis

Executed This March the 30- 1905- J. D. Hicks. C. L. C.
 Filed. April 23rd 1905 J. E. Clem. Clerk.

J. H. Davis } Cause of Action
 VS. } The Plaintiff claims of the Defendant
 #908 L. G. Bullington } \$64.⁰⁰. Damage for Wrongfully taking
 800 Bushels of cotton seed the property
 of the Defendant.

Disposition of the case
 Parties at the time and place Apr. 4th. Justice of the
 Peace sick could not come. Trial put off till April 8th
 At one o'clock P. M. came called the Defendant
 not present at the time set for trial judgement
 Rendered against the Defendant for \$64.⁰⁰ Defi. T. 9.⁰⁰

J. W. Ezell. J. P.
 Appeal Bond & certifying of transcript & proceedings \$1.00

J. P. Cozi .25⁰⁰
 C. L. C. Cozi. 2.00

Witness fees. 5.⁰⁰

#908

To The Clerk of the Circuit Court of Limestone County
 I hereby certify that the foregoing is a full complete
 & exact transcript from my Docket of the judgement & Proceedings
 in the above case and I herewith send to the Circuit
 Court of Limestone County all the original &
 other papers pertaining to said case.

Given under my hand this the Day of 1905
 Filed April 23rd 1906 J. E. Clem. J. W. Ezell. J. P.
 Clerk

The State of Alabama } Know-All Men by These Presents
Limestone County } That We L. S. Bullington W. H.
908 } Bullington are held and firmly

Bound unto J. H. Davis in the sum of
Sixty four \$64.00 Dollars for the payment of which
Well and truly to be made We bind ourselves and
Each of us our and each of our heirs executors
And Administrators jointly and severally. But upon
condition that if the above bound L. S. Bullington
et al. shall prosecute to effect an appeal by him
taken this day to the next term of the Circuit Court
of Limestone County from a judgement rendered
Against him in favor of said J. H. Davis by
J. W. Ezell a Justice of the peace for said County
for the sum of \$64.00 Sixty four Dollars Debt in
said appeal shall pay such judgement both as to debt
and costs as may be rendered against him by the
said Circuit Court of Limestone County then
in either of said events this obligation to be void
otherwise to remain in full force and effect -
Given under our hands and seals this the Day of 190

908

Approved.

J. W. Ezell J. P.
Apr 11 - 1903

Luke S. Bullington
James Graham
W. H. Bullington

State of Alabama - Limestone County -
Appeal Bond - Justice Court
J. H. Davis vs L. S. Bullington - Debt

Filed this the 23rd day of April 1903 -

J. C. [Signature]
Clerk.

The State of Alabama } To The Hon. D. W. Speake, Judge of
Limestone County - } The 8th Judicial Circuit of said State -

Your petitioner J. W. Frost, respectfully Alleges
And shows unto your honor. That he was on to
Wit: The 7th day of April 1905: duly and legally elected
Treasurer of The Town of Athens Alabama. That he
duly qualified as such and gave bond as such
Treasurer and has been discharging the duties thereof
eversince. That after such election he as such
Treasurer was directed by The Mayor and
Council of said Town by the following order
to wit:

Be it Resolved by The Mayor and Council of The
Town of Athens Alabama. That in compliance
with the contract made on Feby. 5th 1905: between The
Town of Athens. Through this body. and The Citizens Bank
The said Bank having fully and perfectly performed
its part of said contract. All funds of The Town. Wherever
situated or however derived now on hand or
hereafter received. shall be deposited in and with
said Bank every ~~Monday~~ to the credit of the proper
official whose duty it is or shall be to keep
said funds either temporarily or permanently until
February 5th 1908. And all officers of The Town are
hereby instructed to yield immediate obedience
to this resolution

To deposit the funds of The said Town which
might come to his hands. under the law
as such Treasurer. in The Citizens Bank. thereby
creating the relation of Debtor and Creditor between
said Bank and this Treasurer and giving to it
the control and domination of said funds and
excluding the lawful officer The Treasurer. who
is the Custodian of said funds ~~from the control~~
~~thereof~~ That your petitioner refused to comply
with said order. on the ground of its illegality
That The Mayor of said Town, Hon. M. H. Clements
acting under a Statute of the Civil Code of said
Town. which authorized him as Mayor. to
suspend officials of The Town from office for
neglect of duty. has issued an order and
notified your petitioner that he has been suspended
for failure to do his duty in the particular
mentioned. A copy of which is hereto attached
Marked Exhibit A. And made a part hereof: That
petitioner has demanded of said Mayor that he
rescind and annul said order. That said Mayor

has refused so to do.

Wherefore your petitioner prays That your Honor Will issue an order nisi to the said Hon. M. St. Clemente as such Mayor of The Town of Athens Alabama commanding him to show cause why said order suspending this petitioner from his office as Treasurer of the said Town of Athens Alabama should not be annulled - And your petitioner further prays That your Honor Will issue a proper restraining order inhibiting the said Mayor from putting into effect said order doing any further or other act in the premises affecting your petitioner until the merits of this may be determined - All of which is respectfully submitted.

J. W. Frost -
Petitioner

The State of Alabama) Before Me Leggie B. Benagh
Limestone County) A Notary Public in and for
said county & state This day
personally appeared before Me J. W. Frost who
being first duly sworn deposes and says that the
facts set forth in the foregoing petition are true.
Witness my hand and official seal this 13th day -
May 1905
Leggie B. Benagh -
Notary Public -

Athens Ala. May 13. 1905 -

Mr. J. W. Frost Treasurer -

Dear Sir:- I hereby notify you that I have this day suspended you from office as Treasurer of The Town of Athens Alabama for failure to discharge your duty as Treasurer as specified by the Board at a Meeting held on May 5th 1905 in reference to depositing the funds of said Town in The Citizens Bank. Said suspension to remain in effect until you comply with the order of the board of May 5- 1905- or until this order is annulled by the Board. The Board will be called to meet tonight at 8 o'clock to take such action in reference to this as may appear to be right and proper. Yours Truly
M. St. Clements Mayor

Filed May 13th 1905.

J. E. Blum. Clerk -



The State of Alabama } Before me at Chambers
 # 909 } County
 Et. Plea - J. W. Frost } Whereas J. W. Frost hath this day
 presented to me for my consideration
 A petition subscribed and sworn

To and in proper form, praying for a rule nisi to be directed to Hon. M. H. Clements as Mayor of the Town of Athens Alabama - commanding him to appear and show cause why a preliminary writ of Mandamus should not issue commanding him to vacate and amend a certain order made by him as Mayor of said town suspending said petitioner from the office of Treasurer for causes specified and also praying for a restoring order inhibiting the aforesaid M. H. Clements as such Mayor aforesaid from putting said order into effect until after a determination of the matters therein mentioned.

Now Therefore it is ordered that said rule nisi be and it hereby is issued and it is also ordered that the said M. H. Clements as Mayor of the Town of Athens Alabama appear on Monday the 19th day of June at the adjourned term of the Circuit Court of Limestone County Alabama and then and there to show cause why a preliminary writ of Mandamus should not issue in accordance with the prayer of said petitioner.

And it further appearing to the Judge that a restoring order should be issued as prayed for. It is therefore ordered that the aforesaid M. H. Clements as such Mayor of the Town of Athens aforesaid be and he hereby is restrained from and directed must command not to put into effect and operation the order suspending the said J. W. Frost as Treasurer of the Town of Athens Alabama to in any wise take further or other action in the premises or to do any act in order to the affirmation of aforesaid order of suspension.

It is further ordered that the Circuit Clerk of Limestone County make and deliver to the Sheriff of said county a copy of this order and the said Sheriff is hereby ordered to serve said copy as delivered to him by the clerk upon the said M. H. Clements as Mayor aforesaid.

Witness my hand at Chambers

13th day of May 1905

J. W. Spooke

Filed May 13th 1905 J. C. Clem. Clerk Judge of the 8th Judicial
 I have this day executed the within by Circuit of Alabama
 Serving a copy thereof as delivered to me by the clerk upon M. H.

Clements as Mayor of the Town of Athens Alabama in accordance with
 the terms of the within writ. This the 18th day of May 1905 at 4 o'clock P.M.

Mrs. L. E. Irvin Plaintiff } Be it remembered That unto
912 VS } The Oct. term 1903 of the Circuit
Susan Thomas Defendant } Court of Limestone County
Alabama. Was returned a.
Transcript appeal bond & in words and
figures following to Wit:-

State of Alabama } In. justice Court.
Limestone County } Assessit
Mrs. L. E. Irvin. VS }
Susan Thomas. }
Mr. The 17th day of Jan. 1903. come
Parties with alleg. After having the
argument & proof. This court comes to the
conclusion that the plaintiff have and
recover of Defendant the sum of \$14⁰⁰ And all
costs in this case expended.
Given Under my hand this the 17th day of Jan. 1903

Appeal to the
Circuit Court of Limestone County Alabama
I hereby certify that this is all the proceedings in
my court and thereby submitted for further hearing
in the higher court. Jos. C. Christensen. J. P.
J. P. Court.

Summons 50
one Wit 25
docting 10
Judge 75
Transcript & 100
Witness fee 50
Constables 310
Summons 50
Wit- 50
Total 440

The State of Alabama } J. P. Court.
Limestone County }
Know All Men by
These presents That We Susan Thomas
J. D. Thomas and C. C. Thomas one
held and firmly bound unto L. E.
Irvin in the sum of Thirty Dollars
for the payment of which Well and
truly to be made. We find ourselves
And each of us our heir. executors
And Administrators jointly severally
and firmly by these presents and as a part of this
undertaking We hereby Waive all our rights under the
Constitution and laws of the State of Alabama. to have
any of our property real or personal exempt from
levy and sale in satisfaction hereof.
Sealed with our seals and dated this the 17th day of Jan.
1903. Whereas at the Jan. 17th 1903 of the J. P. Court
of Limestone County on to Wit. the 17th day of Jan.
1903. The said L. E. Irvin recovered a judgement
in said court against Susan Thomas. Fourteen
Dollars debt and damages and the further sum
of \$14⁴⁰ Dollars the cost in that behalf expended

And whereas on this day the said Susan Thomas as such Defendant has made application for an appeal from said judgment to the next term of the Circuit Court to be holden of and for said State to reverse said judgment and also for a supersedeas of the execution of said judgment which has been granted on entering this bond. Now therefore the condition of the foregoing obligation is such that if the said Susan Thomas shall prosecute her said appeal to effect and satisfy such judgment as the Circuit Court may render in this case then the said obligation to be null and void otherwise to remain in full force and effect.

Approved This the 17th day of Jan-1903-
 Susan Thomas
 J. D. Thomas
 C. C. Thomas
 Justice of the Peace

The State of Alabama)
 Limestone County)
 In. Circuit Court
 Be it remembered that unto the October term 1903 of the Circuit Court of Limestone County Alabama was returned a. Summons and Complaint in words and figures following to wit:-

The State of Alabama)
 Limestone County)
 vs.)
 Ollie M. Young Plff.)
 #911)
 vs.)
 Frank G. Harlow et al. Def.)
 Circuit Court
 To Any Sheriff of the State of Alabama Greeting.
 You are hereby commanded to Summons: Frank G. Harlow, J. H. Calvin, H. B. Daley and J. W. Gross. to appear at the next term of the Circuit Court to be held for said County at the place of holding the same then and there to answer the Complaint of Ollie M. Young.
 Witness my hand this 31st day of July 1903.
 J. E. Klem Clerk.

Ollie M. Young Plff
 #911 vs.
 Frank G. Harlow et al. Plff)
 vs.)
 Summons & Complaint
 The plaintiff claims of the Defendant the sum of Three Hundred Dollars damages for Wrongfully taking the following goods and chattels the property of plaintiff. viz one buggy and one set of harness.
 W. B. Wacker
 Atty for Plaintiff

I have executed the within summons and complaint by leaving a copy with each of the within named defendants. This July 31st 1903. E. F. Rogers Shff
By H. Legg. D.S.

James. P. Maples. Plaintiff } Be it remembered That with
#912 VS. } The October term 1903 of the
Frank. P. Dougherty Defendant } Circuit Court of Limestone
County Alabama. was return
ed a. Summons and complaint in words and
figures following to wit:-

The State of Alabama. } - Circuit Court-
Limestone County } To any Sheriff of the State of Alabama.
Greeting:- you are hereby commanded
to summons Frank. P. Dougherty to appear at the next
term of the Circuit Court to be held for said County
at the usual place of holding the same there and
there to answer the complaint of James. P. Maples-
Witness this the 5th day of August, A. D. 1903.
J. C. Glenn. Clerk.

James. P. Maples. Plaintiff } - Complaint-
#912 VS. } The plaintiff claims of
Frank. P. Dougherty Defendant } The defendant the sum of
Two Hundred Dollars due from defendant to
Plaintiff by reason of a failure on the part of the
defendant to enter or to have entered satisfaction
of a Mortgage upon the margin of the records thereof
for two months from the time defendant was
requested in writing so to do by the plaintiff, he
the defendant having received, before the time he
was so requested to enter satisfaction payment
and full satisfaction of the amount secured by the
said mortgage which said mortgage was executed and
delivered by said plaintiff in the year 1903. Namely in
March of this year, to the said defendant. Said mortgage
was recorded in the office of the Judge of Probate of
Limestone County, Alabama, in Book # 81 of Mortgage
or Mortgage Records, on Page # 360 of said book. and was
due to wit. on or before the 25th day of April, 1903
2nd The plaintiff claims of the defendant the
like sum of Two Hundred Dollars for this
that heretofore, on to wit. the 31st day of March, 1903
The plaintiff executed and delivered to the defendant
a Mortgage on certain property therein described
which said mortgage was recorded in Book # 81
on page # 360 of Mortgage Records in the office of the

Judge of Probate of Limestone County Alabama.
 And plaintiff avers that the defendant has received
 partial payments on said mortgage and that on
 to wit. the 28th day of April 1903. The plaintiff requested
 the defendant in writing to enter on the margin of
 the record of said mortgage the date and amount
 of all partial payments made on such mortgage.
 And plaintiff avers that the defendant failed
 for thirty days after receiving such request
 to enter any partial payment or partial payments
 on the margin of the record of said mortgage, and
 that by reason of such failure on the part of the
 defendant, the defendant has forfeited to this plaintiff
 the said sum of Two Hundred Dollars. Hence this suit.

E. C. Pullen

Attorney for the Plaintiff

Executed by handing copy of the Within to
 Frank P. Dougherty this August 7th 1903-

E. F. Cuneen Sheriff
 By H. Legg. D.S.

James P. Maples Plaintiff }
 #913 vs. }
 Frank P. Dougherty Def. }
 Be it remembered that unto
 the October term 1903 of the
 Circuit Court of Limestone
 County Alabama in words
 and words and figures following to wit-

The State of Alabama }
 Limestone County }
 To any Sheriff of the State of
 Alabama. Greeting - you are hereby
 commanded to summon Frank
 P. Dougherty to appear at the next term of the
 Circuit Court to be held for said county
 at the usual place of holding the same there and
 there to answer the complaint of James P. Maples
 Witness this the 5th day of August 1903.

J. E. Clem. Clerk

James P. Maples Plaintiff }
 #913 vs. }
 Frank P. Dougherty Defendant }
 The plaintiff claims
 of the defendant Ten
 thousand Dollars damages
 for maliciously and without probable cause
 arresting and imprisoning the Plaintiff or causing
 the plaintiff to be arrested and imprisoned on a
 charge of selling mortgaged property for eighteen
 days viz - from the 10th day of April 1903 until the 28th
 day of April 1903 -
 2nd The plaintiff claims of the defendant the like sum

of Ten Thousand Dollars, damages for Maliciously
and without probable cause therefor causing
the plaintiff to be arrested under a warrant
issued by James C. Christensen, a Justice of the
peace, do, to wit: The 10th day of April, 1903, on a
charge of selling mortgaged property, which charge,
before the commencement of this suit, has been
judicially investigated, and said prosecution ended
and the plaintiff discharged. *Exe. Petition*

Attorney for the Plaintiff
Executed by handing a copy of the within to
Frank P. Douglass, this Aug. 7th 1903.
E. F. Rinear, Sheriff
By H. Legg, D.S.

Fred. Cain. Plaintiff }
914 VS. }
H. M. Russell. Defendant }
County, Alabama. was returned
an appeal bond transcript T. C. in words and figures
following. To-wit:

The State of Alabama }
Limestone County }
Complaint and Writ in Detainer -
To any Sheriff or any Constable of said
County: - Summon Harvey Russell
to appear before me on the 22nd day of July next at my
office in Athens, Alabama to answer the complaint
of Fred. Cain and there make return of this writ.
Issued this 18th day of July, 1903 - Jos. C. Christensen, J.P.

Fred. Cain Plaintiff }
VS. }
Harvey Russell Defendant }
The plaintiff claims of the defendant
the following personal property, viz:
1. Black Steifer about 2 years old, Mark Sunny
crop and under bit off left ear with the value
or hire or use thereof during the detention,
viz. from the 24th day of June, 1903 - Fred. Cain
The plaintiff Fred. Cain having made affidavit and
given bond as required by law. The Constable is
required to take the property mentioned in the name
of action indorsed on the summons into his
possession. Jos. C. Christensen, Justice of the Peace
Executed in full this July 17th 1903. F. J. Horlow
Constable

The State of Alabama }
Limestone County }
Return. Bond and Affidavit.
Known all men by these presents
That we Fred. Cain are held and firmly bound unto
Harvey Russell in the sum of sixteen Dollars

for the payment of which well and truly to be made we
bind ourselves and each of us our and each of
our heirs executors and administrators jointly
severally and firmly by these presents
Sealed with our seals and dated this 24th day of June 1902
The condition of the above obligation is such that
Whereas the above bound Fred. Cairn has this day
commenced a suit in the Justice Court of Jas.
C. Christensen against said Harvey. Pressnell for
the recovery of one. Huffer two years old and have
made affidavit that the property sued for belongs
to him and entered into this bond has obtained
an order requiring the Sheriff of Limestone County
to take the said property sued for into his possession
Now if the said Fred. Cairn shall fail in said suit and
pay the defendant all such cost and damages as he may
sustain by the wrongful complaint then this obligation
to be void otherwise to remain in full force and effect
And for the payment of the above bond we hereby waive
our right of exemption to personal property
under the Constitution and Laws of the State of
Alabama.

Fred. ^{this} Cairn
Mark
Henry. Winter

The State of Alabama
Limestone County

#914

Before me James C. Christensen
A Justice of the Peace in and for said
County personally appeared Fred. Cairn who having
been by me duly sworn deposeth and saith that the
following property to wit one Black Huffer about two
years old Mark Sun-g. wop and under bit off the
left ear for the recovery of which he has instituted suit
this day in the Justice Court of J. C. Christensen against
Harvey. Pressnell is the property of the affiant.
Sworn to and subscribed before me this 24th day of June
1902. Jas. C. Christensen. J. P.

Fred. ^{this} Cairn
Mark

on this the 15th day of July 1902 appeared Harvey.
Pressnell. pleaded and abatement that there is
a suit of the same cause pending in the J. P. office
of James Turentine therefore this suit is dismissed
and cost taxed to Plaintiff. Jas. C. Christensen
Reinstated and set for 21st day of July 1902. J. P.
cost has been paid in Turentine Court.

The State of Alabama

Limestone County } Jas. C. Christensen
J. P.
Transcript In. Ditte

On July 15th 1902 The above case having been dismissed
by Defendant pleading and abatement and

cost taxed to plaintiff. And after plaintiff having paid cost in J. J. Turentine court said above case was reinstated and set for July 22. on that day appeared parties with their witnesses and after hearing evidence pro. and con. the court believes the property named in the complaint is the property of Defendant. Therefore it is ordered that the Defendant have and recover the said black heifer. and all cost in the case expended from Plaintiff. Given under my hand this 22. day of July 1903-

Jos. C. Christensen J.P.

To The Hon. Circuit Court

I hereby certify this is a true transcript of all proceedings-

Jos. C. Christensen J.P.

cost. dismissal \$22.50
Reinstated J.P. cost. 4.25
Constables 3.60
Total \$10.15

Justice Court.

The State of Alabama
Limestone County
#914

Know all men by these presents That Wm. Fred. Cairn

one held and firmly bound unto H. M. Pressnell in the sum of Sixteen & no/100. Dollars for the payment of which Well and truly to be made. We bind ourselves and each of us. our heirs Executors and Administrators jointly severally and firmly by these presents and as a part of this undertaking. We hereby waive all our rights under the constitution and laws of the State of Alabama to have any of our property real or personal exempt from levy and sale in satisfaction hereof-

Said. With our seal and dated this the 22nd day of July 1905. Whereas on the 22nd day of July in the Justice Court of Jos. C. Christensen a Justice of the Peace in and for Limestone County. on to wit the 22nd day of July 1903. the said H. M. Pressnell Defendant recovered a judgement in said court against Fred. Cairn Plaintiff cost in that behalf expended and whereas on this day the said Fred. Cairn as such Defendant has made application for an appeal from said judgement to the next term of the Circuit Court to be holden of and for said County to reverse said judgement and also for a supersedeas of the execution of said judgement which has been granted on entering this bond.

Now Therefore the condition of the foregoing obligation is such that if the said Fred. Cairn shall prosecute his said appeal to effect and

Satisfy such judgment as the Circuit Court may render in this case then the said obligation to be null and void. otherwise to remain in full force and effect

Approved this the 26th day of July 1903-
 James B. Christensen, J. P.
 Filed August the 9th 1903- J. C. Clem. Clerk.

Lawrence. Somley Plaintiff } Be it remembered that
 #915- VS. } unto the October Term 1903-
 John. Mason. Defendant } of the Circuit Court of
 Limestone County Alabama.
 Was returned a summons & complaint in Detinue
 Transcript. Appeal. Bond. &c - in words and figures
 following to wit.

The State of Alabama } Complaint and Writ In Detinue
 Limestone County } To the Sheriff or any Constable of said
 County Summons John. Mason
 to appear before me on the 11th day of August next at
 my office in Athens. Ala. to answer the Complaint
 of Lawrence. Somley and there make return of this writ.
 Issued this 5th day of August 1903- J. B. Christensen, J. P.
 Lawrence. Somley Plaintiff

VS. } The plaintiff claim of the
 John. Mason. Defendant } Defendant the following personal
 property. Viz. one dark red yearling
 Mixed half Jersey and holstein. Stock marked with a.
 Sany crop and under bit in each ear with the
 value or hire or use thereof during the detinue
 viz. from the 1st day of August 1903 Lawrence. Somley
 The plaintiff Lawrence. Somley having } Plaintiff
 Made affidavit and given bond as required by
 law the constable is required to take the
 property mentioned in the course of action
 indorsed on the summons into his possession
 James B. Christensen.
 Filed August 12th 1903 - Justice of the Peace
 J. C. Clem. Clerk.

Sherman. Allen. Plaintiff } Be it remembered That unto The
 #916 VS. } October Term. 1903 of The Circuit
 James. S. Allen. Defendant } Court of Timestone County, Alabama.
 Was returned A. Summons and
 Complaint in Words and figures following to Wit

The State of Alabama } Summons and Complaint
 Timestone County } To Any Sheriff of The State of Alabama
 Greeting: You are hereby commanded to Summons
 James. S. Allen. to appear at the next Term of The Circuit
 Court to be held for said County at the place of holding
 the same. There and There to answer the Complaint of
 Sherman. Allen. Witness my hand this 16th day of August
 1903: J. E. Collier. Clerk.

Sherman. Allen. Plaintiff } The plaintiff sues to recover possession
 #916 VS. } of the following back of land: The east half
 James. S. Allen. Defendant } of the South east quarter of Section fifteen: 30 acres off
 of the South west quarter of the South West quarter of
 Section fourteen: Also the North east quarter of Section
 twenty two, also, seventy two acres off of the east side of
 the east half of the North West quarter of Section twenty two.
 Also the West half of the North West quarter of Section twenty
 three; and also North east quarter of the South east quarter
 of Section twenty two. All in Township Three range six West
 containing 460 Acres more or less in Timestone County Alabama.
 Of which he was in possession and upon which pending
 such possession and before the commencement of this
 suit the defendant entered and unlawfully With-
 holds together with five hundred dollars for the detention
 thereof.

2- The plaintiff sues to recover the possession of an undivided interest to wit one third in and to the real estate hereinabove described in Court numbered 1. Which is herein adopted as part of this Court of which the plaintiff was in possession and upon which pending such possession and before the commencement of this suit the defendant entered and ousted this plaintiff and unlawfully Withholds together with five hundred dollars for the detention thereof.

W. S. Clements and
 Thos. C. McKeel. Attys
 for Plaintiff

I have executed the Within writ
 August 19th 1903 by leaving a copy of The Within
 Summons and Complaint with Geo. S. Allen
 Defendant.
 E. H. Puryear Sheriff

By: R. F. Collier Speight

Matthie B. Coleman. Plaintiff } Be it remembered that unto
 # 917 VS } The October Term. 1903 of the
 Lafayette P. Pepper. Defendant } Circuit Court of Limestone
 County Alabama. Was returned
 A summons and complaint in words and figures
 following. to-wit-

-Summons-

The State of Alabama } To any Sheriff of the State of
 Limestone County } Alabama. Greeting:-
 # 917 } You are hereby commanded to sum-
 mons Lafayette P. Pepper to appear at the next term
 of the Circuit Court to be held for said county
 at the place of holding the same. Then and there to
 answer the complaint of Matthie B. Coleman
 Witness my hand this 16th day of August. 1903-
 The State of Alabama - Matthie B. Coleman Plff } J. E. Clem. Clerk.
 Limestone County - Lafayette P. VS Pepper. Deft- }

- 1st The plaintiff claims of the defendant. Twelve Hundred Dollars damages for the willful Malicious and Wrongful conversion by him on to-wit. The 12th day of August. 1903; of the following chattels. to-wit one Thousand rails the property of the plaintiff.
- 2nd The plaintiff claims of the defendant. Twelve Hundred Dollars damages for this. That heretofore on to-wit. The 7th day of August. A. D. 1903- The defendant Wrongfully or Negligently destroyed, Threw down or broke the fence or enclosure of plaintiff
- 3rd The plaintiff claims of the defendant. Twelve Hundred Dollars damages for a trespass by the defendant on the following tract of land. viz- North West quarter of North East quarter of Section 20. T. 3. R. 3. West. Situated in Limestone County Alabama. belonging to the plaintiff and for willfully and Maliciously breaking, injuring, tearing down, or destroying the plaintiff's fence enclosing the same. on to-wit. The 7th day of August. 1903-
- 4th The plaintiff claims of the defendant. Twelve Hundred Dollars damages for this. That heretofore on to-wit. The 7th day of August. A. D. 1903- The defendant. Willfully. Wantonly. Maliciously. unlawfully and. Wrongfully Threw down or broke or destroyed the fence enclosing in part the plaintiff's lands-pastures. Stock. hogs and crops. thereby releasing said Stock and hogs and forcing plaintiff at great expense and annoyance to find and recover said Stock and hogs and confine the hogs in a small place where they had to be fed at great expense and depriving plaintiff of the use of the pasture and causing same to be destroyed.

by the depredation of stock some of which belonged to the defendant and exposing the crops of the plaintiff to the depredation of roving cattle and line stock, and greatly damaging and injuring the lands of the plaintiff.

5th The plaintiff claims of the defendant Twelve Hundred Dollars damages for this That heretofore on to wit The 10th day of August A. D. 1903 The defendant Willfully Wantonly Maliciously unlawfully and Wrongfully Threw down or broke or destroyed the fence enclosing in part the plaintiff's lands, pastures and crops thereby depriving plaintiff of the use of the pasture and causing same to be destroyed by the depredation of stock some of which belonged to the defendant and exposing the crops of the plaintiff to the depredation of roving cattle and line stock and greatly damaging and injuring the lands of the plaintiff.

6th The plaintiff claims of the defendant Twelve Hundred Dollars damages for this That heretofore on to wit The 12th day of August 1903 The defendant after having been warned in writing not to trespass further upon plaintiff's land or molest plaintiff's fence enclosing same unlawfully Wantonly Wrongfully Willfully and Maliciously broke tore down or destroyed plaintiff's fence which in part enclosed her pastures and crops whereby she was deprived of the use of her pasture and the same was destroyed by the depredation of roving stock some of which belonged to the defendant and her crops were exposed to the depredation of roving stock and plaintiff herself was abused and threatened by defendant and forbidden to replace or repair said fence.

Encl. Returns and
Jos. E. Horton Jr
Attorneys for Plaintiff

Executed by handing the defendant L. P. Pepper
a copy of the Within Summons and complaint
This August 19th 1903.
E. H. Burgess Sheriff
By H. L. Thomas Jr Special D.S.

Virginia Carolina Chemical Company Plaintiff } Circuit
 # 918 VS. } Court.
 James C. Christensen and Company Defendant } Be it remembered that
 unto the Fall Term 1903 of the Circuit Court of Stone-County Alabama. Was returned a. Summons and complaint in words and figures following to wit

The State of Alabama- } To any Sheriff of the State of
 Stone-County } Alabama. Greeting:-
 # 918- } You are hereby commanded
 to summon J. C. Christensen and company a firm composed of James C. Christensen, Ole Christensen, Harry Christensen and Gilbert S. McEachern to appear at the next term of the Circuit Court to be held for said county at the place of holding the same. There and there to answer the complaint of Virginia Carolina Chemical Company - Witness this 2nd day of September 1903 -
 J. E. Glenn, Clerk

Virginia Carolina Chemical Company Plaintiff
 VS.

J. C. Christensen & Company a firm composed of James C. Christensen, Ole Christensen, Harry Christensen and Gilbert S. McEachern
 Defs.

The plaintiff claims of the defendants one hundred and forty three dollars due by promissory note made and executed by the defendant to the plaintiff on the 16th day of April 1904 falling due and payable on November 15th 1904 payable at the First National Bank Athens Alabama with interest thereon from the maturity thereof and the plaintiff avers that in writing in said note all rights of exemption against said note were waived. The plaintiff further avers that in writing in said note the defendant agreed to pay a reasonable attorneys fee for services of an attorney in the collection of said note. Comtd. The plaintiff claims of the defendant the further sum of one hundred and forty three dollars due by promissory note made and executed by the defendant to the plaintiff on the 15th day of April 1904 falling due and payable on the first day of December 1904 payable at the First National Bank Athens Alabama with interest thereon from the maturity thereof and the plaintiff avers that in writing in said note all rights of exemption against said note were waived. The plaintiff further avers that in writing in said note the defendant agreed to pay a reasonable attorneys fee for services of an attorney

in the collection of said note.

Thos. C. McSweeney
Attorney for Plaintiff

Executed this second day of September A. D. 1905
by leaving a copy of Within. Summons and
complaint With James C. Christensen a Member
of the firm of James C. Christensen & Company
Defendants.

E. F. Curyear Sheriff
By H. Legg D. S.

Ed T Gray Plaintiff
#919 VS

Louisville & Nashville Railroad Company
Defendant

} Be it remembered that
into the October term
1905 of The Circuit Court
of Limestone County

Alabama was returned a summons and
complaint in words and figures following
to wit.

Summons and Complaint

The State of Alabama

Limestone County

} To any Sheriff of the State of
Alabama, Greeting;

You are hereby commanded to summon the
Louisville & Nashville Railroad Company, a
corporation, to appear at the next term of the
Circuit Court to be held for said County, at
the place of holding the same, then and there
to answer the complaint of Ed T. Gray.

Witness my hand this 4th day of Sept, 1905

J. E. Clem

Clerk of the Circuit Court.

The Complaint

Ed T. Gray, Plaintiff

#919 VS

Louisville & Nashville Railroad Company a corporation,
Defendant

1. = The plaintiff claims of the defendant the sum
of one hundred and fifty dollars (\$150.) as damages,
for this, that, whereas, to wit; on the 7th of
January, 1905; the said defendant, through its
agents and servants, was operating a
railroad in Limestone County, Alabama,
carrying passengers and freight for hire;
that on said day to wit; the 7th day of January, 1905,
the servants or agents in charge of a train of
said defendant so carelessly or negligently
operated said train of said defendant as to
cause the same to run upon and kill
one mule, the personal property of this
plaintiff, all to the plaintiff's damage
in the aforesaid sum of one hundred and
fifty dollars (\$150.) Hence this suit.
2. = The plaintiff further claims of the
defendant the sum of one hundred and
fifty dollars (\$150.) as damages for this,
that, whereas, on or about the 7th day of
January, 1905; The defendant killed

one mule, the property of the plaintiff, in Limestone County, Alabama, through and by reason of negligence or want of skill on the part of the defendant's agents in the management or the running of its locomotive cars or train, all to the plaintiff's damage in the aforesaid sum. Hence this suit.

3. - The plaintiff further claims of the defendant the sum of one hundred and fifty dollars (\$150.) as damages for this, that whereas, because of negligence or want of skill of defendant's employees in the management or running of its train, locomotive or cars killed one mule, the property of the plaintiff, in Limestone County, Alabama, all to the damage of the plaintiff in the aforesaid sum of one hundred and fifty dollars (\$150.) Hence this suit.

4. - The plaintiff claims of the defendant the further sum of one hundred and fifty dollars (\$150.) as damages for this, that, whereas, on or about the 7th day of January, A.D. 1903, the said defendant was operating through a railroad in Limestone County, Alabama, through and by means of a servant, agent or employee or its agents, servants or employees, and such agents, servants or employees running and operating a locomotive, engine or train of cars for the said defendant so carelessly and negligently and unskillfully operated or run said locomotive, engine or train of cars, that by and through such negligent, careless or unskillful operation of said locomotive, engine or train of cars, the same was caused or were caused to run against and strike and kill one mule, the property of the plaintiff, all to his damage in the aforesaid sum of one hundred and fifty dollars (\$150.) Hence this suit.

W.R. Walker,
Atty. for Plaintiff

Executed by leaving a copy of the Within Summons & Complaint
With Geo. L. Sherrill, Station Agent of the Louisville & Nashville P.R. Co.
at Athens, Alabama. Sept. 4th 1903. E. F. Purser, Clerk of the Court.

The State of Alabama)
 Limestone County) In the Circuit Court.

Ed. T. Gray Plaintiff

V.S.
 Louisville & Nashville Railroad Company Defd.

Comes the defendant by its attorney and demurs to the complaint in this cause filed, counts 1, 2, 3, and 4, separately and for grounds of demurrer assigns the following:

1. Because said counts fail to allege where said injuries complained of occurred.
 2. Because said counts fail to allege in what county said injuries complained of occurred.
 3. Because said counts are uncertain in that they fail to aver whether the injuries complained of occurred within a quarter of a mile of any public road crossing, or at a place where two Railroads cross each other, or within any village, town or city.
 4. Because said counts fail to aver that the servants from whose negligence the injuries are alleged to have occurred were in charge of said train.
- And the defendant further demurs to count 5, of the complaint, and assigns the following additional:-
5. Because said count is vague, indefinite and confusing.
 6. Because said count fails to allege how said mule was killed.
 7. Because said count fails to allege that the injuries complained of were inflicted by the defendant or its servants.
 8. Because said count fails to allege that the injuries complained of were inflicted by the negligence of the defendant or its servants or agents.

H. C. Thach

Attorney for Defendant

Filed 2nd day of Oct. 1905

J. E. Glenn

Clerk

Hollen Sons Company } Be it remembered that unto the
 #920 VS. } October term 1903-1904 returned
 Robert C. Christopher } A. Summons & complaint in
 Words & figures following to-wit

The State of Alabama } Circuit Court
 Limestone County }

To any Sheriff of the State
 of Alabama - Greeting;
 You are hereby commanded to summon
 Robert C. Christopher to appear at the next
 term of the Circuit Court to be held for said
 County, at the usual place of holding the
 same, then and there to answer the complaint
 of Robert B. Hollins Sr. Robert B. Hollins Jr.
 John A. Hollins and Eugene T. Hollins
 partners trading and doing business
 under the firm name and style of
 Hollins, Bonst & Co.

Witness this 5th day of Sept 1903

J. E. Clem Clerk

Complaint

Robert B. Hollins Sr.
 Robert B. Hollins Jr.
 John A. Hollins
 Eugene T. Hollins
 partners trading and
 doing business under
 the firm name and style
 of Hollins, Bonst & Co
 VS
 Robert C. Christopher } Plaintiffs
 Defendant

The plaintiffs claim of the defendant
 the sum of One hundred and twenty-five
 + \$27.100 Dollars due from him by account
 on to wit, the 8th day of June 1903, which sum
 of money, with the interest thereon is still
 unpaid. The said account is verified by
 affidavit.

W. T. Sanders
 Atty. for Plaintiff

Filed Sept. 5th 1903

J. E. Clem - Clerk

I have executed the within writ of

Sept. 6th 1905 - by leaving a copy of the
within summons and complaint with
R. E. Christopher Defendant.
E. F. Puryear - Sheriff
W. M. Vinson Special Deputy Sheriff

Hollins Sons & Company Plff } In the Circuit Court
#921 VS - }
Robert E. Christopher Def } Best remembered that into the
October Term 1905 of the Circuit
Court of Limestone County Alabama was returned
a summons & complaint in words & figures
following: to wit

The State of Alabama } Circuit Court
Limestone County } To any Sheriff of the State
of Alabama Greeting:
You are hereby commanded to summon
Robert E. Christopher to appear at the next term
of the Circuit Court to be held for said County,
at the usual place for holding the same,
then and there to answer the complaint of
Robert S. Hollins Sr. Robert S. Hollins Jr. John A.
Hollins and Eugene T. Hollins partners trading
and doing business under the firm name
and style of Hollins Sons & Co.
Witness this 5th day of Sept 1905 -
J. E. Klein Clerk

Complaint
Robert S. Hollins Sr.
Robert S. Hollins Jr.
John A. Hollins and
Eugene T. Hollins,
partners trading and
doing business under
the firm name and
style of Hollins Sons & Co.
vs. } Plaintiffs

Robert E. Christopher } Defendant
The plaintiffs claim of the defendant the
sum of One Hundred and Eighty-four & 80/100 Dollars
due by promissory note made by the defendant
by the name of R. E. Christopher on the
21st day of December 1904, and payable to the
plaintiffs by the name of Hollins Sons & Co.,
Sixty days after date, or, to wit:

The 21st day of Feby. 1905, with the interest thereon.

The plaintiffs claim of the Defendant the further sum of ten per cent of the amount due on said note as attorneys fees for the collection thereof, the defendant having stipulated in said note to pay a reasonable attorneys fee in the event suit should be brought for the collection of said note, or of the collection of said note by an attorney; and the plaintiffs aver that ten per cent of the amount due upon said note is a reasonable attorneys fee in the premises for the collection thereof.

W. S. Sanders
Attorney for Plaintiffs

Filed Sept. 5th 1905.

J. E. Clem Clerk

I have executed the within writ Sept 6th 1905 by leaving a copy of the within Summons and Complaint with R. C. Christopher Defendant.

E. F. Puryear Sheriff
W. M. Vinson Special Deputy Sheriff

N. J. Tribble Plaintiff } Be it Remembered that unto
#92208 Alex Brazel Defendant } the January term 1905 of the
Circuit Court of Limestone County
Alabama was returned a Summons and Complaint
Affidavit, Appeal Bond Etc. in words and figures
following to wit:

The State of Alabama }
Limestone County } To Alex Brazel, You are hereby
commanded to ^{be and} appear before me at
Athens Alabama, at my office on the 17th day
of October 1905, to answer to and make defense
against a complaint exhibited to me against
you by Newton J. Tribble for a forcible entry
and detainer or unlawful entry & detainer.
Witness my hand this 9th day of October 1905.

Jno. J. Turrentine
Justice of the Peace.

Complaint

N.J. Tribble Plaintiff
VS

Alex Brazel Defendant

The Plaintiff sues to recover the possession of the following tract of land to wit: Lot 14 in Block 72 1/2 in Village View, Limestone County, Alabama, of which he was in possession, and upon which pending said possession, and before the commencement of this suit, the defendant forcibly entered and now unlawfully detains or unlawfully entered and detained together with twenty five Dollars for the rent and detention thereof.

M. H. Clements Atty. for Plaintiff
Filed Oct. 9th 1905.

Jno. J. Turrentine J.P.
Executed on the 9th day of October 1905.
by handing the Defendant a copy of the within summons and complaint this 9th day of October 1905.
F. J. Harlow Constable &c.

The State of Alabama
Limestone County

N.J. Tribble Plaintiff
VS For unlawful detainer
Alex Brazel Defendant

Summons of notice issued Oct. 9th 1905 to
F. J. Harlow Constable, Returnable Oct. 17th 1905.

Och 17 Cause continued by consent to Och 21st 1905.
Jno. J. Turrentine J.P.

Och 21 Cause carried to Circuit Court to try title to land according to Sections 2147-2148 of Code.
Jno. J. Turrentine J.P.

Bill of Costs

Justice of Peace Costs, Issuing Summons, 50

" " " " Making Returns to

Total

1.00

Constables Costs, Serving Notice according to Sech 2143 of Code

\$ 1.00

I Jno. J. Turrentine a Justice of the Peace do certify that the above includes all the entries on my Docket and that the summons or notice together with the complaint and the writ of Certiorari are all the papers in my office in the above cause. Given this Oct. 21st 1905.

Jno. J. Turrentine J.P.

The State of Alabama)
Limestone County } To the Hon Geo. Malone
Judge of Probate.

Your petitioner, Alex Brazel, shows unto your Honor that Newton J. Tribble has brought an action of unlawful detainer against him in the Justice Court of J. J. Turrentine J. P. for Athens Precinct, Limestone County Alabama for the possession of lot No 16 of Block No 72 1/2 in Village View in Limestone County, Alabama that said suit is now pending before said J. J. Turrentine Justice of the Peace.

Petitioner further states that he and his wife, Jane Brazell, entered on this land sued for peaceably, and under claim of title thereto, and not under claim of any agreement, contract or understanding with the Plaintiff, or those under whom he claims, and that Petitioner bona fide desires to contest with Plaintiff the title to said land. Petitioner asks that such suit be removed from before the said Justice of the Peace, J. J. Turrentine to the Circuit Court of Limestone County, Alabama, in which the lands described are situated. This 20th day of October, 1905.

Witnesses Alex ^{his} Brazzle
Mark

Geo. Malone

D. T. Phillips

Sworn to and subscribed before me this 20th day of October 1905.

Geo Malone Judge of Probate

Filed October 20th 1905.

J. E. Glen Clerk

The State of Alabama)
Limestone County } To J. J. Turrentine Justice of the Peace,
Athens Precinct, Limestone County, Alabama.

Alex Brazzle having properly petitioned the Probate Court of Limestone County, Alabama, for the removal of the above mentioned cause from your Court to this Court in accordance with Sections 2147 and 2148 of the Code of Alabama, and having entered into a bond in the sum of Twenty-five Dollars fixed by the Hon Geo. Malone Judge of Probate for said County and State payable to Newton J. Tribble, with surety approved by him, and conditioned to pay all costs of suit,

And all damages which may be assessed in the Circuit Court against the said Alex Brazzle, the defendant in the above mentioned cause for the rent, or for the use and occupation of lot No. 16 of Block No. 72 1/2 in Village View in Limestone County, Alabama, sued for in the above mentioned suit, and all other damages which may be assessed against the defendant in the event the Plaintiff should recover in the said cause. You are hereby directed to certify and transmit all the papers and proceedings in said cause to this the Circuit Court of Limestone County, Alabama as provided by law for such cases. This 20th day of October 1905.

J. E. Clem

clerk Circuit Court

This writ was served on me this 20th day of October 1905.

Jno. J. Turrentine

Justice of the Peace

Filed October 20th 1905.

J. E. Clem clerk

The State of Alabama

Limestone County } J. E. Clem, clerk of the Circuit Court,
Limestone County, Alabama.

Alex Brazzle having filed a Petition duly certified according to law asking that the suit of Newton J. Tribble, Plaintiff, against him pending before J. J. Turrentine, Justice of the Peace for Athens Beat, Limestone County, Alabama, for the recovery of lot No. 16 of Block No. 72 1/2 in Village View, in said county and state, be removed from before said Justice of the Peace to the Circuit Court of this County in which said lands are located. You are hereby directed on Petitioner entering into a bond in the sum of Twenty-five Dollars payable to the Plaintiff in such suit, with surety to be approved by you, and conditioned to pay all costs of suit, and all damages which may be assessed in said Court against the Defendant for the rent, or for the use and occupation of said lands, and all other damages which may be assessed against the said defendant in the event the Plaintiff should recover in ^{the} said cause to issue a writ directed to said Justice or other officer before whom such suit is pending commanding him to certify all papers and proceedings in said cause to the Circuit Court of said County. - This 20th day of Oct. 1905. Geo. Malone
Filed Oct 20th 1905. J. E. Clem, Judge of Probate
clerk

The State of Alabama } Know all men by these presents
 Limestone County } that we, Alex Brazzle and Jane
 Brazzle and J.E. Christensen are held and firmly
 bound unto Newton J. Tribble in the sum of
 Twenty-five Dollars for the payment of which well and
 truly to be made, we bind ourselves, and each of us,
 our heirs, executors and administrators, jointly,
 severally and firmly by these presents, and as a
 part of this understanding we hereby waive all
 our rights under the Constitution and Laws of
 the State of Alabama, to have any of our property,
 real or personal, exempt from levy and sale in
 satisfaction hereof.
 Sealed with our seals, and dated this 20th day of
 October, 1905.

The condition of the above obligation is such that
 whereas the said Alex Brazzle on the 20th day of October,
 1905, Petitioned the Probate Judge of Limestone County,
 according to law, asking that the suit of Newton J. Tribble
 against him pending before the Justice Court of
 J.J. Turrentine, Justice of the Peace for Athens Beat,
 Limestone County, Alabama, for the possession of lot
 No. 16 of block No. 72 1/2 in Village View, in Limestone
 County, Alabama, be removed from before such
 Justice to the Circuit Court of this county, in
 accordance with Section 2147 of the Code of Alabama,
 And whereas the said Geo. Malone, Judge of Probate
 of said county, has issued an order directed
 to the clerk of the ^{Circuit} Court of this county commanding
 him upon petitioner entering into a bond in the
 sum of Twenty-five Dollars, payable to the Plaintiff
 the said Newton J. Tribble, with surety to be approved
 by said clerk, and conditioned to pay all costs
 of suit, and all damages which may be
 assessed in the Circuit Court against the defendant
 for the rent, or for the use and occupation of said
 lands, and all other damages which may be
 assessed against the defendant, in the event
 the Plaintiff should recover in the said cause,
 to issue a writ directed to said J.J. Turrentine,
 Justice of the Peace before whom such suit is
 pending, commanding him to certify all papers
 and proceedings in such cause to the Circuit
 Court of said county,
 And whereas the said Alex Brazzle as principal,
 and Jane Brazzle and J.E. Christensen as
 sureties have in and by this instrument

Executed said bond in accordance with the order of said Judge of Probate.

Now therefore the condition of the foregoing obligation is such that if the said Alex Brazzle shall pay such judgment as may be rendered against him by the said Circuit Court of Limestone County, Alabama in this cause, then this obligation to be void; otherwise to remain in full force and effect.

Witnesses to Alex & Jane Brazzle	}	Alex ^{his} Brazzle	(Seal)
1 W. F. Sanders		Jane ^{her} Brazzle	(Seal)
2 Myrtle Simmons		J. E. Christensen	(Seal)

Taken and approved this 20th day of October, 1905.

J. E. Glen Clerk

Filed October 20th 1905.

J. E. Glen Clerk

Phillips & Thompson)
#923 V.S.)
W. E. Scrimsher)
Be it Remembered that unto the January term 1906 of the Circuit Court of Limestone County, Alabama, was returned a writ of Attachment, Affidavit Bond, Etc. in words and figures following to wit:

The State of Alabama)
Limestone County)
Before me, J. E. Glen, Clerk of the Circuit Court in and for said county and State, this day personally appeared Mr. Phillips, who is known to me, and who, being first duly sworn, deposes and says as follows, that W. E. Scrimsher is justly and lawfully indebted to Mr. Phillips and F. S. Thompson a firm trading and doing business under the style and firm name of Phillips & Thompson in the sum of One Hundred & Eighty-one & ¹⁴/₁₀₀ Dollars, (\$181.14) for rent and advances for the current year of 1905; that the said amount is justly due after allowing all just offsets and discounts that the said amount was due on the 15th day of November A.D. 1905; that prior to the making of this affidavit demand was made upon the said W. E. Scrimsher for the payment of the same; that the said W. E. Scrimsher is about to remove from the premises rented without paying such rent and advances or either, and without the consent of the landlord; that this attachment is not sued out for the purpose of vexing or harassing the defendant, the said W. E. Scrimsher

That the said M.A. Phillips is a member of the firm,
Phillips & Thompson.

M.A. Phillips
Subscribed and sworn to before me, this the 23rd
day of November, 1905.

J.E. Clem

Clerk of the Circuit Court in and for
Limestone County, State of Alabama

Filed November 23rd 1905. J.E. Clem, Clerk

The State of Alabama) Know all men by these presents,
Limestone County) That we Phillips & Thompson, M.A. Phillips and
L.N. Gilbert all of the county of Limestone
and State aforesaid are held and firmly bound unto
W.E. Bermscher in the sum of Three Hundred and
Sixty-five (\$365⁰⁰), Dollars to be paid to the said
W.E. Bermscher his heirs, executors, administrators
or assigns for which payment well and truly to be
made, we bind ourselves and each of us, our and
each of our heirs, executors and administrators
jointly and severally, firmly by these presents.
Sealed with our seals and dated the 23rd day of
November 1905-

The condition of the above obligation is such, that
whereas the above bounden M.A. Phillips and
F.B. Thompson, partners, trading and doing
business under the style and firm name of
Phillips & Thompson have on the day of the date
hereof, prayed an attachment at the suit of
the said M.A. Phillips and F.B. Thompson partners as
aforesaid, for the sum of One Hundred, Eighty-one
+ 1/100 Dollars and hath obtained the same,
Returnable to the next Term of the Circuit Court of
Limestone County, to be held for said county on the
Second Monday in January 1906-

Now if the said M.A. Phillips and F.B. Thompson
partners as aforesaid shall prosecute said attachment
with effect, and pay the said defendant all such
damages as he may sustain by the wrongful
or vexatious suing out of said attachment, then
the above obligation is to be void, otherwise to
remain in full force and effect.

Signed, sealed and
delivered the date above
written.

Phillips & Thompson (L.S.)
M.A. Phillips (L.S.)
L.N. Gilbert (L.S.)

Approved this 23rd November 1905-

Filed Nov. 23rd 1905-

J.E. Clem
J.E. Clem Clerk

Clerk

William B. Russell & Co. Plff.
#927 N.B.
Charles E. Griffin. Defl.

In The Circuit Court
of Limestone County Alabama.

Be it remembered That unto
The January Term of The Circuit Court of This
Limestone County Alabama. Was returned A
Summons and Complaint in Words and
figures following To-wit.

The State of Alabama.
Limestone County

Circuit Court.

To Any Sheriff of The State
of Alabama. Greeting:

You are hereby commanded to Summon
Charles E. Griffin. To appear at The next Term
of The Circuit Court. to be held for said County
at the place of holding the same, then and there
to answer The Complaint of William B. Russell.
and individual trading and doing business
under The firm Name and Style of W. B. Russell
and Co.

Witness This The 29th day of November. A. D. 1906.

J. E. Klemm
Clerk.

William B. Russell and
individual trading and
doing business under
The firm Name and Style
of W. B. Russell & Co. Plff.
N.B.

Charles E. Griffin. Defl.

Summons & Complaint.

The Plaintiff claims of The
Defendant The Sum of Fifty
Seven & 10/100. Dollars due
by promissory note made by The
Defendant by the name of C. E. Griffin on the
2nd day of Sept. 1904 and payable to the Plaintiff
by the name of W. B. Russell & Co. on the 16th day of
November 1904, with interest thereon.
The Plaintiff claims of the Defendant the
further sum of ten per cent. of the amount
due on said above mentioned note for
attorneys fees for collection, the defendant
having stipulated in writing to pay all attorneys
fees for the collection of said note, and
the Plaintiff avers that ten per cent. of the
amount due on said note is a reasonable
attorneys fee for the collection thereof
The Plaintiff avers that the defendant
in writing in and by said note waived
all of his exemptions under the

Constitution and laws of the State of Alabama
as against the collection of the debt
evidenced by said note.

W. J. Sanders

Attorney for Plaintiff

Filed 29th day of November 1905

J. E. Clem Clerk

Executed the 30th day of November 1905 by
leaving a copy of within summons and
complaint with Charles E. Griffin Defendant

E. F. Puryear

Sheriff

By H. Legg D.S.

William B. Russell & Co. Plffs.) In the Circuit Court
#925 V.S.) of Limestone County,
James E. Welden Defendant) Alabama.

Be it remembered that unto the January
term 1906 of the Circuit Court of this
Limestone County, Alabama, was
returned a summons and complaint
in words and figures following to wit:

The State of Alabama)
Limestone County) Circuit Court.

To any Sheriff of the State of
Alabama Greeting;

You are hereby commanded to summons
James E. Welden to appear at the next term
of the Circuit Court to be held for said
County, at the place of holding the same,
then and there to answer the complaint
of William B. Russell, an individual
trading and doing business under the
firm name and style of W. B. Russell & Co.
Witness this 29th day of Nov. A.D. 1905.

J. E. Clem Clerk.

Complaint

William B. Russell, an individual) Plaintiff
trading and doing business under)
the firm name and style of)
W. B. Russell & Co.)

James E. Welden) Defendant

The Plaintiff claims of the Defendant
the sum of sixty-nine & 50/100 Dollars due by
promissory note made by the defendant

By the name of J.E. Welden on the 29th day of May 1904. and payable to the plaintiff by the name of W.B. Russell & Co. on the 15th day of November 1904, with interest thereon. The Plaintiff claims of the Defendant the further sum of ten percent of the amount due on said above mentioned note, as attorneys fee for collection thereof. the defendant having stipulated in writing to pay an attorneys fee for the collection of said note, and plaintiff avers that ten percent of the amount due on said note is a reasonable attorneys fee for the collection thereof. The Plaintiff avers that the Defendant in writing in and by said note waived all of his exemptions under the Constitution and Laws of the State of Alabama as against the collection of the debt evidenced by said note.

W.F. Sanders

Atty for Plaintiff

Filed this 29th day of November 1905.

J.E. Glen Clerk

Executed this 1st day of December A.D. 1905, by leaving a copy of within Summons and Complaint with James E. Welden Defendant,

E.F. Puryear Sheriff
By H. Legg D. S.

Clara V. Crawford Plaintiff)
#926 VS)
Mary J. Lantz Defendant) In the Circuit Court of
Limestone County Alabama.

Be it remembered that unto the January term 1906 of the Circuit Court of this Limestone County, Alabama, was returned a summons and complaint in words and figures following to wit:

The State of Alabama, Circuit Court.

Limestone County) To any Sheriff of the State of
Alabama. Greeting;

You are hereby commanded to summons Mary J. Lantz to appear at the next term of the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of Clara V. Crawford.

Witness my hand this 5th day of December 1905-

J.E. Glen,
Clerk,

Complaint

Clara V. Crawford } The Plaintiff sues to have possession
 926 VS } of the following tract of land to wit:
 Mary J. Lentz } the south west quarter of section
 twelve Township Two Range Four west,
 lying and being situated in Limestone
 County, Alabama, of which she was in
 possession, and upon which, pending such
 possession the defendant entered and unlawfully
 withholds, together with Five Hundred Dollars
 for the detention thereof,

W. B. Walker
 Atty for Plaintiff

Filed Dec. 5th 1905.

J. E. Clem Clerk

I have executed the within writ December 9th
 1905 by leaving a copy of the within summons
 and complaint with Mary J. Lentz Defendant,

E. F. Puryear Sheriff
 By H. Legg D.S.

Jno. R. Turner and Jas. C. Christensen,
 a late Partnership, doing business
 under the firm name of John R. Turner & Co. } Plaintiffs.
 927 VS

Athens Realty Company, a Corporation,
 existing under the laws of the State of
 Alabama. } Defendants.

Be it remembered that unto the January term
 1906 of the Circuit Court of this Limestone
 County, Alabama, a summons and complaint
 in words and figures following, to wit:

The State of Alabama, In the Circuit Court,
 Limestone County. } To any Sheriff of the State of Alabama,
 Greeting:- You are hereby commanded to
 summons Athens Realty Company, a
 corporation existing under the laws of the
 State of Alabama, to appear at the next
 term of the Circuit Court to be held for said
 County, at the place of holding the same, then
 and there to answer the complaint of Jno. R.
 Turner and James C. Christensen, a late partner-
 ship, doing business under the firm name of
 John R. Turner & Co.

Witness my hand this 6th day of December 1905.

J. E. Clem Clerk

Complaint.

John R. Turner and James Christensen, } Plaintiffs,
 a late Partnership, doing business under
 the firm name of John R. Turner & Co.

VS

Athens Realty Company, a Corporation } Defendant,
 existing under the Laws of the State of
 Alabama.

1. The plaintiffs claim of the defendant the sum of Three Hundred Eighty-Nine + $\frac{10}{100}$ Dollars due the plaintiffs by the defendant for commissions for the sale of real estate belonging to defendant by plaintiffs from, to-wit; the 23rd day of May, 1904, to, to-wit; the 1st day of June, 1905. Which sum of money, with the interest thereon, is still unpaid. And plaintiffs aver that there have been two payments on said amount, aggregating the sum of Fifty-five Dollars.
- 2.- The plaintiffs claim of the defendant the sum of Three Hundred, Eighty-Nine + $\frac{10}{100}$ Dollars for services rendered the defendant, at his request, by the plaintiffs from to-wit; the 23rd day of May, 1904, to, to-wit; the 1st day of June, 1905. Which sum of money, with the interest thereon is still unpaid. And plaintiffs admit and aver that the sum of Fifty-five Dollars has been paid on said amount.
- 3.- The plaintiffs claim of the defendant the sum of Three Hundred, Eighty-Nine + $\frac{10}{100}$ Dollars due from defendant by account on, to-wit; the 1st day of June, 1905. And plaintiffs aver that there have been two payments on said amount, aggregating the sum of Fifty-five Dollars, which sum of money, together with the interest thereon, is still due and unpaid.
- 4.- The plaintiffs claim of the defendant the sum of Three Hundred, Eighty-nine + $\frac{10}{100}$ Dollars due by defendant for work and labor done for the defendant by the plaintiffs on, to-wit; the 1st day of June, 1905, at his request. Which sum of money, together with the interest thereon is still due and unpaid. And plaintiffs aver that there have been two payments on said amount, aggregating the sum of Fifty-five Dollars.
- 5.- The plaintiffs claim of the defendant

The sum of Three Hundred, Eighty-Nine & 10/100 Dollars due by the defendant to the plaintiffs for this; That on, to-wit: the 23rd day of May 1904. the plaintiffs were Real estate agents, engaged in business of selling and exchanging of Real estate on a commission. that said plaintiffs on, to-wit: the 23rd day of May, 1904, were employed by the defendant, or by its officers, or by its agents, to sell or exchange certain lots or parcels of Real estate belonging to defendant on a commission of ten per. cent of amount for which said lots or lots were sold or exchanged, that plaintiffs acted as agents for defendant in the sale or exchange, between, to-wit: the 23rd day of May, 1904, and to-wit: the 1st day of June 1905, of the following lots to the following named purchasers at the following prices for said lots, to-wit:

1	Lot to Emma Kuhns	\$ 50.00
1	" " G. M. Jenner	125.00
1	" " Easter	125.00
1	" " Polly F. Smith	150.00
1	" " Elizabeth Holly	150.00
1	" " G. F. McCracken	125.00
4	" " Jim Border	400.00
1	" " Henry Christensen	125.00
4	" " John B. Turner	400.00
16	" " W. W. Todd	1,600.00
9	" " Martin Steens	180.00
2	" " Caroline Coman	25.00
1	" " A. M. White	125.00
1	" " E. V. Enoch	25.00
3	" " James	36.00
1	" " Perry Henderson	150.00
1	" " Cayenne Dennis	100.00

Which sum of money, together with the interest thereon, is still due and unpaid. And plaintiffs aver that there have been two payments on said amount, aggregating the sum of Fifty-five Dollars.

James E. Horton Jr.
Atty for Plaintiffs

Filed Dec. 6th 1905:-

J. E. Glen Clerk

Executed by serving a copy of the within Summons and complaint on W. J. Sanders

President of the Athens Realty Company this
December 7th 1905.

E. J. Puryear Sheriff
By H. Legg D.S.

William K. Phillips,
Leonidas T. Webb,
Steven Lenehan and
John H. Canaday,
formerly partners
trading and doing business
under the firm name & style
of Phillips, Webb & Co.
#428 VS

Plaintiffs

John B. French

Defendant

Be it remembered that unto
the January term 1906, of the Circuit Court of
Limestone County, Alabama, there was
returned a summons and complaint in
words and figures following to wit:

The State of Alabama,
Limestone County } Circuit Court.

To any Sheriff of the State of Alabama Greeting:
You are hereby commanded to summon
John B. French to appear at the next term of the
Circuit Court to be held for said County, at
the place of holding the same, then and there
to answer the complaint of William K. Phillips,
Leonidas T. Webb, Steven Lenehan and John H. Canaday
formerly partners trading and doing business
under the firm name and style of Phillips Webb & Co.,
Witness this 7th day of Dec A.D. 1905.

J. E. Clem Clerk

Complaint.

William K. Phillips,
Leonidas T. Webb,
Steven Lenehan and
John H. Canaday
formerly partners trading
and doing business under
the firm name and style of
Phillips, Webb & Co.
#428 VS

Plaintiffs

John B. French

Defendant

The plaintiffs claim of the defendant the
sum of Three Hundred & Ninety-Nine & 42/100
Dollars

Due from him by account on to wit; the 2nd day of December, 1905. which sum of money, with the interest thereon is still unpaid, the said account is verified by affidavit.

W. J. Sanders

Atty. for Plaintiffs.

Filed this 7th day of December A.D. 1905.

J. E. Clem Clerk

Executed this 9th day of December A.D. 1905. by leaving a copy of within Summons and Complaint with John B. French, Defendant.

E. F. Duneear,
Sheriff.

Albert S. Warner,
George M. Neely,
Mitchell N. Pride,
Samuel D. Clark,
William C. Dibrell,
Horace Frierson,
Peyton Robertson and
Leonard P. Thornbury
partners trading and
doing business under
the firm name and style
of Warner, Neely & Company
929 N. S.

Plaintiffs

John B. French } Defendant

Be it remembered that unto the January term 1906 of the Circuit Court of Limestone County, Alabama, was returned a summons and Complaint in words and figures following, to wit:

The State of Alabama,
Limestone County. } Circuit Court.

To any Sheriff of the State of Alabama. Greeting;
You are hereby commanded to Summons John B. French to appear at the next term of the Circuit Court to be held for said county, at the place of holding the same, then and there to answer the complaint of Albert S. Warner, George M. Neely, Mitchell N. Pride, Samuel D. Clark, William C. Dibrell, Horace Frierson, Peyton Robertson, Leonard P. Thornburg, partners trading and doing business under the firm name and style of Warner, Neely & Company.

Witness this 9th day of December A.D. 1905.

- J. E. Clem,
Clerk.

Complaint.

William B. Warner

George M. Neely

Mitchell N. Pridge

Samuel D. Clark

William C. Dibrell

Horace Frierson

Peyton Robertson

Leonard P. Thornburg

partners trading

and doing business

under the firm name

and style of Webb, Neely & Co

V.S.

Plaintiffs

John B. French } Defendant

I The Plaintiffs claim of the Defendant, the sum of One Hundred and Thirty-two Dollars due from him by account on to wit; the 6th day of December 1905; which sum of money, with the interest thereon, is still unpaid. the said account is verified by affidavit.

II The Plaintiffs claim of the Defendant the like sum of One Hundred and Thirty-two Dollars due from him on account for Merchandise, Goods and Chattel, sold by the plaintiffs to the defendant on to wit; the 22nd day of Feby, 1905, which sum of money, with the interest thereon from Dec 6th 1905; is still unpaid.

The said account is verified by affidavit.

W. F. Sanders

Atty for Plaintiffs

Filed this 9th day of December AD 1905;

J. E. Clem Clerk

Executed this 9th day of December AD 1905; by leaving a copy of the within Summons and Complaint with John B. French Defendant,

E. F. Puryear Sheriff

By H. Legg D.S.

Joseph H. Calvin and
J. Weakly Cunningham
partners trading and
doing business under
the firm name and style of

J. H. Calvin & Company
#930 V.S.

Samuel White

Plaintiffs

} Defendant

Be it remembered
that unto the January
term of the Circuit Court
1906 of Limestone County,
Alabama, was returned
a Summons and Complaint
in words and figures
following to wit;

The State of Alabama, Circuit Court,

Limestone County } To any Sheriff of the State of Alabama,
Greeting: You are hereby commanded to
summons Samuel White to appear at the next
term of the Circuit Court to be held for said
county, at the place of holding the same, then
and there to answer the complaint of Joseph H.
Calvin and J. Weakly Cunningham, partners
trading and doing business under the firm
name and style of J. H. Calvin & Company.
Witness this 14th day of December A.D. 1905.

J. E. Glen Clerk

Complaint

Joseph H. Calvin and } Plaintiffs
J. Weakly Cunningham }
Partners trading
and doing business
under the firm
name and style of
J. H. Calvin & Company
930 VS

Samuel White } Defendant

The Plaintiffs claim of the
Defendant the sum of Ninety. One & ³/₁₀₀ Dollars
\$91.03, due by bond executed by the defendant by
the name of Sam White on to wit: the 13th day of April
1905; and payable to the plaintiffs by the name of
J. H. Calvin & Co. six months after date, with
interest thereon at the rate of 8 per cent per annum
from date.

The Plaintiffs claim of the Defendant the further
and additional sum of ten per cent of the amount
due upon said bond as attorneys fees for the
collection thereof, the defendant having
stipulated and agreed in said bond to pay
ten per cent of the amount thereof as attorneys
fees for collection.

The Plaintiffs aver that the defendant in
writing in and by said bond waived all of his
exemptions under the Constitution and Laws of
the State of Alabama, as against the collection
of the debt evidenced by said bond,

W. G. Sanders
Atty for Plaintiffs

Filed this 14th day of December A.D. 1905.

J. E. Glen
Clerk

Executed this 16th day of December 1905, by
leaving a copy of within summons and
complaint with Samuel White Defendant.

E. F. Puryear Sheriff
By H. Legg D.S.

The Long distance Telephone
& Telegraph Company, a } Plaintiffs
Corporation. Plaintiffs
#931 D.S.

Jas. E. Horton Sr.
Jas. E. Horton Jr.
A. M. Lewis } Defs.

Be it remembered that
into the January term 1906 of the
Circuit Court of Limestone County,
Alabama, was returned a summons and
complaint in words and figures following
to-wit:

Circuit Court,
The State of Alabama To any Sheriff of the State
Limestone County of Alabama: You are hereby
commanded to summon Jas. E. Horton Sr.
Jas. E. Horton Jr. & A. M. Lewis to appear
at the next term of the Circuit Court,
to be held for said County at the place
of holding the same, then and there to
answer the complaint of, The Long
Distance Telephone & Telegraph Co.
a corporation.

Witness my hand, this 20th day of December 1905

J. E. Clem
Clerk.
The State of Alabama Complaint
Limestone County In the Circuit Court.
The Long Distance Telephone Company.
A corporation; Plaintiff.
vs.

Jas. E. Horton Sr. Jas. E. Horton Jr. & A. M. Lewis Defs.
1-The Plaintiff claims of the defendants
one Hundred and Fifty Dollars damages
for the breach of the condition of a bond,
made by the defendants on the 10th day
of November, 1905, payable to the Plaintiff
in the sum of One Hundred and Fifty
Dollars
which bond was as follows.

State of Alabama
 Limestone County } 5th District, Northern
 Chancery Division.

"Know all men by these presents that Mr. Jas. E. Horton, Sr., Jas. E. Horton, Jr. and A. M. Lewis, are held and firmly bound unto the Long Distance Telephone & Telegraph Company in the sum of One Hundred & Fifty dollars, for the payment of which to the Long Distance Telephone & Telegraph Company, We being ourselves our Executors and Administrators jointly and severally, sealed with our seals and dated this the 10th day of November, 1905.

Whereas, the said Jas. E. Horton, Sr. has filed his bill of complaint in the said Chancery Court, and has obtained thereon an order for the issuance of an injunction from the Hon. D. W. Speare Judge of the 8th Judicial Circuit, to restrain and enjoin the Long Distance Telephone & Telegraph Co. from doing and performing any act in and about the construction, maintenance or operation of a telephone line on or over or across the lands described in said bill of complaint unless and until just compensation was made therefor as required by the Constitution and laws of Alabama. Now, therefore, the condition of the above obligation is such, that if the said Jas. E. Horton, Sr., Jas. E. Horton, Jr., and A. M. Lewis, their heirs, executors or administrators, or any of them, shall pay, or cause to be paid, all damages which any person may sustain by the serving out of said injunction is the same is dissolved by the Court of Chancery on the bill filed by the said Jas. E. Horton, Sr., as aforesaid -- then the above obligation to be void; otherwise to remain in full force & effect. Witness our hands and seals on the day and year first above written,

Jas. E. Horton Sr. (Seal)
 Jas. E. Horton, Jr. (Seal)
 A. M. Lewis (Seal)

"Taken and approved this 18th day of November, 1905,

Bessie Davis, Register."

And the Plaintiff says the condition of the said bond has been broken by the defendant in this: That the said injunction remained in full force and effect until the 19th day of December, 1905, when the said injunction was dissolved by the court of chancery, by the Chancellor in Vacation, on the bill filed by the said Jas. E. Horton, Jr.; that the said Plaintiff sustained damages to the amount aforesaid by reason of the suing out of the said injunction; that neither the said Jas. E. Horton, Sr., nor anyone else, has paid the said damages or any part thereof, or caused the same to be done. And Plaintiff avers that it was engaged in a public enterprise, to wit: the building of a telephone and telegraph line along and on the Athens and Decatur public Road in said county which said Road passes through the lands described in ^{the} said bill that they had gone to great expense, trouble, and had expended much time, labor and money, in preparing for the prosecution of said enterprise; that they had dug many holes of the depth of to wit: Five Feet, along the margin of said Road where the same passes through the lands named in the original bill of complaint to receive telephone poles and posts; that it had procured and prepared several hundred dollars worth of poles to be used in said work; that by reason of the suing out of said injunction the said work and enterprise has been greatly hindered, delayed, prevented and damaged; that many of its employees have been forced to spend idle time in camp by reason of said injunction and delay at great expense; the said holes have had to be filled at great trouble and expense to prevent the injury of travelers and others along said road; the said poles have been exposed to the weather and have been greatly damaged, warped and reduced in value; the working and operation of said line has been greatly retarded, prevented and delayed.

The Plaintiffs have been forced to and will be forced to continue said work in inclement and disagreeable weather in the winter at a time unsuited for outdoor work when but for said injunction said work could have been prosecuted in the dry and pleasant weather of fall: that Plaintiff has been forced by reason of the suing out of said injunction to incur heavy expenses for counsel fees for services rendered by counsel in the injunction suit and the various proceedings thereon, and to procure the dissolution of said injunction, and for services rendered in said defense to the great damage of Plaintiff as aforesaid.

And the Plaintiff claims of the Defendant the following special damages:-

1st \$150. as counsel fees incurred in preparing and filing Long Distance T. & T. Co.'s answer to said bill of complaint, and a motion to dissolve the injunction on the denials in said answer, on which denials said injunction was dissolved.

2nd \$50. as damages for the reasonable costs and expenses of refilling the holes which the said Long Distance, etc. Co. had dugged for its poles, and which it was dangerous to leave open unfilled along the margin of the public highway.

3rd \$50. for deterioration in value of said poles by reason of being warped and wrenched by exposure to the elements and left unprotected during the existence of said injunction.

4th \$100. for the loss of the wages of its employees engaged in the work of constructing said telephone line, and who were rendered idle during the pendency of such injunction.

5th \$100. as costs and expenses of removing its equipments, its camps, and its employees to other and distant portions of its line to be there occupied during the pendency of such injunction.

But the Plaintiff remits all damages over the sum of \$150.

Filed December 20th 1905.

J. E. Clem

Clerk

The State of Alabama.

The Long Distance Telephone

& Construction Company. Plffs.

#932 VS.

Ida H. Pryor, E. P. Garrett.

Porter Bibb & W. N. Richardson. Defs.

Be it remembered that at the January Term 1906 of the Circuit Court of Limestone County Alabama was returned a summons & complaint in words & figures following to wit:

The State of Alabama

Limestone County

#932

To Any Sheriff of the State of Alabama,

You are hereby commanded to summon Ida H. Pryor E. P. Garrett, Porter Bibb, and W. N. Richardson, to appear at the next term of the Circuit Court to be held for said County at the place of holding the same then and there to answer the complaint of The Long Distance Telephone and Telegraph Company, a corporation, and the Long Distance Construction Company, a corporation.

COMPLAINT

The State of Alabama

Limestone County

In the Circuit Court, The Long Distance Telephone & Telegraph Company, a corporation, and the Long Distance Construction Company,

for the use of Long Distance Telephone & Telegraph Company, a corporation,

Plaintiffs, VS. Ida H. Pryor, E. P. Garrett, Porter Bibb and W. N. Richardson,

Defendants,

1. The Plaintiffs claim of the Defendants, One Hundred & Fifty Dollars damages for the breach of the condition of a bond, made by the defendants, on the 17th day of November A.D. 1902, payable to the plaintiffs in the sum of One hundred and fifty dollars with condition that:

"Whereas, Ida H. Pryor, has prayed an injunction against the Long Distance Telephone & Telegraph Company, the Long Distance Construction Company

and divers persons, whose names are unknown to Ida H. Pryor, restraining and forbidding them or any of them from digging, excavating, cutting trees or brush or otherwise constructing, building, operating or using or maintaining a telephone or telegraph line along or on the Decatur road in said County in Sections 28 and 21, Township 4, Range 4, West, or on or in said lands in said section until the right of way therefor has been legally condemned ^{as provided} by law, is the same may be done,

"Now therefore, the conditions of the above obligation is such that if the above bounded Ida H. Pryor, her Executors, administrators or any of them shall and do well and truly pay, or cause to be paid, all damages which any person may sustain by the serving out of said injunction, if the same is dissolved by the Court of Chancery, on the bill filed by the said Ida H. Pryor as aforesaid, then the above obligation to be void, otherwise to remain in full force and virtue."

And the plaintiffs say the condition of the above bond has been broken by the defendants in this: That the said injunction remain in full force and effect until the 19th day of December, 1903; when the said injunction was dissolved by the Court of Chancery on the bill filed by the said Ida H. Pryor; that the said plaintiffs sustained to the amount aforesaid by reason of the serving out of the said injunction; that neither the said Ida H. Pryor nor any one else, has paid the said damages or any part thereof, or caused the same to be done, and the plaintiffs aver that they were engaged in a public enterprise, to-wit: the building of a telephone and telegraph line along and on the Athens and Decatur Road in said County which said road passes through the lands aforesaid;

that they had gone to great expenses, trouble, and had expended much time, labor and money, in preparing for the prosecution of said enterprise; that they had dug many holes of the depth of, to wit; five feet, along the margin of said public road where the same passes through said lands to receive telephone post and poles; that they had procured and prepared several hundred dollars worth of poles to be used in said work; that by reason of the serving out of the said injunction the said work and enterprise has been greatly hindered, delayed, prevented and damaged; that many of its employees have been forced to spend idle time in camp by reason of said injunction and delay of great expense; the said holes have had to be filled at great trouble and expense to prevent the injury of travelers and others along said road, the said poles have been exposed to the weather and have been greatly damaged, warped and reduced in value; the working and operation of said line has been greatly retarded, prevented and delayed; the plaintiffs have been forced to and will be forced to continue said work in inclement and disagreeable weather in the winter at a time unsuited for outdoor work when but for said injunction said work could have been prosecuted in the dry and pleasant weather of Fall; that plaintiffs have been forced by reason of the serving out of said injunction to incur heavy expenses for Council fees for various proceedings thereon, and to procure the dissolution of said injunction, and for services rendered in said defence to the great damage of the plaintiffs as above stated.

And the plaintiff claims of the defendants the following special damages:-

1-- \$150. as Council fees incurred in preparing and filing Long Distance T. & T. Co's. answer to said bill of Complaint, and a motion to dissolve the injunction on the denials in said answer.

on which denials ~~said~~ injunction was dissolved.

2--\$50. as damages for the reasonable costs and expenses of re-filling the holes which said Long Distance, etc. Co. had dugged for its poles and which it was dangerous to leave open and unfilled along the margin of the public highway.

3--\$50. for deterioration in value of said poles by reason of being warped and wrenched by expansion to the elements and left unprotected during the existence of said injunction.

4--\$100. for the loss of wages of its employees engaged in the work of constructing said Telephone line and who were rendered idle during the pendency of said injunction.

5--\$100 as costs and expenses of removing its equipment, its Cables, and its employees to other and distant portions of its line to be there occupied during the pendency of such injunction. But the plaintiffs remit all damages over the sum of One hundred ~~dollars~~ fifty dollars and interest.

E. W. Godley
Erle Pettit
W. H. Clements

Attys for pliffs.

Filed December 20th 1905
J. C. Clark Clerk.

The State of Alabama } Be it remembered that unto-
 Limestone County. } the Jan'y. Term 1906 of the
 Circuit Court Limestone
 County Alabama, was returned a summons
 and Complaint in words and figures
 following to-wit:-

The State of Alabama } - Summons -
 Limestone County } Circuit Court.

To any Sheriff of the State of Alabama-Greeting:
 You are hereby Commanded to Summon
 Sallie A. Hafley, Ransom H. Hafley, to appear at
 the next term of the Circuit Court to be held
 for said County, at the place of holding the same,
 then and there to answer the Complaint of
 David S. McElroy

Witness This 21st day of December A.D. 1905
 J. E. Clem Clerk

Complaint
 David S. McElroy { v.s. } Sallie A. Hafley
 # 933 Plaintiff { } Ransom H. Hafley
 Defendants

The Plaintiff Claims of the Defendants.
 The sum of Four Hundred and Seven (\$407⁰⁰)
 Dollars due by bond, executed to the plaintiff.
 by the name of D.S. McElroy, by the Defendants
 by the name of Mrs. S. A. Hafley and R. H. Hafley
 respectfully, on Oct. 15, 1904 falling due
 and payable on October 1st 1905. Respectfully
 and payable at the Bank of Athens, Athens,
 Alabama, with interest thereon since
 the maturity. Thereof, to gather with Ten
 percent attorneys fees, as is provided in
 writing in said bond. Should be paid by said
 Defendant, The plaintiff avers that in writing
 in said bond the Defendants waived all
 their exceptions under the law of
 Alabama. All their rights to claim the same
 against said debt, of which said bond bond is
 the evidence,

Thos. C. McEllan
 Atty for plaintiffs

Filed This 21st day of December A.D. 1905

J. E. Clem, Clerk

Executed This A.D. 1905 by leaving a copy of
 within summons and complaint with each of the
 Mrs. S. A. Hafley & R. H. Hafley Defendants.

The State of Alabama } Be it remembered that
 Limestone County } unto the Circuit Court of
 Limestone County Alabama
 was returned an affidavit, summons
 and Complaint appeal bond &c. from
 The Justice Court of J. J. Turndine J. P. Bench
 #1. in said County. in words and
 figures, following, to-wit:-

State of Alabama }
 Limestone County }
 G. M. Anderson plaintiff
 v.s. } Debt waiver
 S. A. White Defendant
 Summons issued to F. J. Harlow Constable
 returnable Oct. 30th 1905-

The State of Alabama } Be it remembered that ~~unto the~~
Limestone County } ~~January Term~~ ¹⁹⁰⁶ ~~of the Circuit~~
Court of Limestone County

\$935-# Alabama ~~has~~ returned a summons and
Complaint in words and figures following
to-wit:-

Circuit Court

The State of Alabama }
Limestone County }

To any Sheriff of the State
of Alabama, Greeting:

you are hereby commanded to summons
William H. Hayes to appear at the next term
of the Circuit Court to be held for said County
at the ^{usual} place of holding the same, then and
then to answer the Complaint of Sam Irvin.
Witness this 4th day of Jan'y, 1906,

J. E. Orr Clerk

Complaint.

Sam Irvin { vs. } William H. Hayes
Plaintiff { Defendant.

The Plaintiff claims of The Defendant the
following personal property, viz:-
One man mule name memory.
One man mule name Dally.
One Horse name Henry
One rubber tire tire buggy. mortgaged
by Defendant to plaintiff, with the value
of the tire or use thereof during the
detention, viz:- From 21st day of
August, 1902.

Next and Next
Atty for Pliff.

Filed January 4th 1906

J. E. Orr Clerk

I have executed the within writ.
This January 1906, by leaving a
copy of the within summons and
complaint with William H. Hayes
Defendant.

The State of Alabama } Circuit Court,
Limestone County }

Knew all men by these presents,
That the Sam Irvin and ~~John~~ ^{John} ~~W~~
Went are held and firmly bound
unto Wm. H. Mayo, in the sum of
Three Hundred ⁵⁰/₁₀₀ Dollars, for which payment,
well and truly to be made. We bind ourselves
and each of us, Our and each of Our heirs,
executors and administrators, jointly and
severally. Given by these presents.

Scaled with our seals and dated this 4th day of Jan. 1906, The Conditions of the above Obligations ~~are~~ ^{is} such That, whereas the above bond has this day commenced a suit in the Circuit Court of Limestone County, against the said Wm H. Hayes for the recovery of the following property to-wit:-

- One man mule name Memory
- One man mule name Dally
- One Horse name Henry
- One Rubber tire buggy,

And having given ~~affidavit~~ by his Attorney that the property sued for belongs to him and entered ~~into~~ into this bond, has obtained an Order requiring any Sheriff of the State aforesaid to take the said property sued for into his possession.

Now, if the said Sam Irvine shall fail in said suit and pay the defendant all such cost and damages as he may sustain by the wrong full Complaint, then this obligation to be void, otherwise to remain in full force and effect.

Sam Irvine (Seal)
Thos. W. West (Seal)

Approved this 11 day of Jan'y, 1906
J. E. Allen Clerk

The State of Alabama }
Limestone County } Before me J.E. Clem Clerk of
the Circuit Court personally appeared
Thos M. West Attorney for Sam Irwin who
having been by me duly sworn, deposes and
says that the following property, to-wit:-
One morn mule name Memory
One Morn mule name Dolly

our horse named Harry,
 our rubber tire buggy,
 for the recovery of which Sam Irwin has instituted
 suit this day in Circuit Court of Limestone
 County Alabama against William H. Hayes
 is the property of Sam Irwin

Thos. H. West.
 Sworn to and subscribed before me, this
 4th day of January, 1906
 J. E. Clem Clerk.

Filed this 4th day of January, 1906
 J. E. Clem Clerk.

The State of Alabama Circuit Court
 Limestone County Knows all men by these presents
 That we W. H. Hayes Mary E Hayes
 Wm H. Hayes and B. H. Bebb are held and
 firmly bound unto Sam Irwin in the sum
 of Three Hundred & Twenty No. Dollars
 for which payment, well and truly to be made
 we bind Our selves, Our heirs, executors
 and administrators, jointly and severally
 firmly by these presents.
 And we hereby waive the benefit of all laws
 exempting property from levy and sale under
 execution or other process for the collection of
 debt by the Constitution and Laws of the
 State of Alabama, and we hereby severally
 certify that we have property free from
 all incumbrances to the full amount
 of the above bond. Sealed with Our seals &
 dated this 6th day of Jan. 1906.

The Condition of the above Obligation is such,
 That whereas, The said Sam Irwin did on
 the 4th day of January 1906 sue out of the
 Circuit Court in said County a writ of
 detinuer, directed to any Sheriff of the State
 of Alabama, and commanding him to
 take into his possession the following, sued
 for in action of detinuer, to-wit:-

One mare mule name Memory
 One mare mule name Daisy
 One Horse name Henry
 One Rubber tire buggy.

which said writ, was placed in the
 hands of E. J. Puryear Sheriff of the County
 of Limestone on the 5th day of Jan. 1906

and executed by him on the 6th day of January 1906, by taking into his possession,

One morn mule name memory

One morn mule name Dully

One Horse name Henry

One Rubber tire buggy

And whereas the above named W.H. Hayes, has within five days of ~~the~~ from the ~~the~~ execution of said writ entered into this bond as required by law, and thereby obtain possession of said property.

Now if the said Shallwell and truly, within thirty days after the determination of said suit of the said W.H. Hayes, be Cost in said suit deliver the property replewed, and also pay all the Costs and such damages for detention as may accrue from said detention, then this obligation to be void otherwise to remain in full force and effect.

And we hereby waive the benefit of all laws exempting property from levy and sale under execution and other process from the Collection of debt. by the Constitution and laws, of the State of Alabama, and we hereby severally certify that we have property free from all encumbrance to the full amount of the Above bond.

Approved this 6th day of January 1906

E. F. Perryear, Sheriff

By H. Legg, Deputy Sheriff

Wm H. Hayes (Seal)

Mary E. Hayes (L.S.)

Wm W. Hayes (L.S.)

B. N. Bibb. (L.S.)

Filed this 6th day of January 1906

E. F. Perryear

Sheriff

936

The State of Alabama Be it remembered that unto Limestone County the January Term 1906. of the Circuit Court of Limestone County. was returned into Court a summons and Complaint in works and figures following to-wit:-

The State of Alabama
Limestone County }

To Any Sheriff of the State of Alabama,
~~Greeting~~ you are hereby Commanded to summon
Alford Monthead & W.T. Garbraugh to appear
At the next term of the Circuit Court to be
held for the said County at the place of holding
the same then and there to answer the
Complaint of the Long Distance Telephone and
Telegraph Company, a Corporation.
Witness my hand this the 5. day of January
A. D. 1906. J. E. Clem, Clerk.

-Complaint-

The State of Alabama
Limestone County }

In the Circuit Court.
Long Distance Telephone and Telegraph Company,
a Corporation, Plaintiff. U.S. Alford Monthead and
W.T. Garbraugh, Defendants.
1. The plaintiff Claims of the defendants One
hundred & fifty dollars damages for the breach
of the Condition of a bond made by the defen-
dants on the 11 day of December, 1905, payable
to the plaintiff in the sum of One hundred
and fifty dollars, which is as follows:

"The State of Alabama Fifth District
Limestone County } Northern Chancery Division
Know all men by these presents, that We
Alford Monthead and W.T. Garbraugh are held
and firmly bound unto the Long Distance
Telephone and Telegraph Company in the
sum of One hundred and fifty dollars
for the payment of which the said
Long Distance Telephone and Telegraph Com-
pany, We bind Our selves, Our executors
and administrators, jointly & severally.
Sealed with Our seals and dated this the 11 day
of December 1905.

Whenas, the said Alford Monthead has filed
his bill of Complaint in said Chancery
Court and has obtained thereon an order for
the issuance of an injunction from the Hon.
D. W. Speake, Judge of the 8th Judicial Circuit to
restrain and enjoin the Long Distance
Telephone & Telegraph Company from doing
and performing any act in and about
the Construction, maintenance and operation

of a telephone line on or over or across the lands described in said bill of Complaint unless and until just compensation is made therefor as required by the Constitution and Laws of Alabama.

Now, then, the condition of the above obligation is such that if the said Alford Morhead & W. J. Yarbraugh his heirs, executors, administrators, or any of them, shall pay or Cause to be paid all damages which any person may sustain by the stringing out of said injunction if the same is dissolved by the Court of Chancery on the bill filed by said Alford Morhead as aforesaid, then the above obligation to be void; otherwise to remain in full force and effect.

Witness Our hands and seals on the day and year first above written
 Taken and approved This 12 day of December, 1906
 Alford Morhead (L.S.)
 W. J. Yarbraugh (L.S.)

Bessie Davis,
 Register in Chancery:
 and the plaintiff says the condition of said bond has been broken by the defendants in this: that the said injunction remained in full force and effect until the 2nd day of January 1906, when said injunction was dissolved by the Court of Chancery (by the Chancellor in vacation) on the bill filed by the said Alford Morhead; that the said plaintiff sustained damages to the amt. aforesaid by reason of the stringing out of said injunction; that neither the said Alford Morhead nor any one else, has paid the said damages nor any part thereof or caused the same to be done and the Plaintiff avers that it was engaged in a public enterprise, to-wit: the building of a telephone and telegraph line a long and on the Athens and Eckmont public road in said County which said road passes through the lands described in said bill; that they had gone to great expense and trouble and had expended much time, labor and money in preparing for the prosecution of said enterprise; that it had procured and prepared

Several hundred Dollars worth of poles to be used in said work; That by reason of the suing out of said injunction the said work and enterprise has been greatly hindered, delayed, prevented, and damaged; that many of its ~~poles~~ employees have been forced to spend idle time in camp by reason of said injunction at great expense; that said poles have been exposed to the weather and have been greatly damaged and reduced in value; the working and operation of said line has been greatly retarded, prevented, and delayed; the plaintiff has been and will be forced to continue said work in inclement and disagreeable weather in the winter at a time unsuited for out door work when but for said injunction said work could have been prosecuted in the dry and pleasant weather of Fall; that plaintiff has been forced by reason of suing out of said injunction to incur heavy expenses for Council fees for services rendered by Council in the injunction suit and the various proceedings thereon and to procure the dissolution of said injunction, and for services rendered in said defence, to the great damage of the plaintiff as aforesaid.

And the plaintiff claims of the defendant the following special damages:

1. One hundred and fifty dollars as Council fees incurred in preparing and filing Long Distance Telephone & Telegraph Company's answer to said bill of complaint and a motion to dissolve the injunction on the denials of said answer on which denial said injunction was dissolved.
2. Fifty dollars for ~~detention~~ deterioration in value of said poles by reason of their being exposed to the weather during the existence of said injunction.
3. One hundred dollars for the loss of wages of its employees engaged in the work of constructing said telephone line and who were rendered idle during the pendency of said injunction.

4. One hundred dollars as cost and expenses of removing its equipment, its Camps, and its employees to other and distant portions of its line to be there occupied during the pendency of said injunction.
But the Plaintiff remits all damages over the sum of One Hundred and Fifty Dollars and interest.

E. H. Godby
Esq. Petitioner

M. K. Clements

Att'y for the Plaintiff

Filed January 5th 1906
J. E. Clem, Clerk.

#937

The State of Alabama } Be it remembered that into
Limestone County } the January Term 1906. was
returned into the Circuit Court of
Limestone County in words and figurings
following to-wit:

The State of Alabama }
Limestone County }

To any Sheriff of the State of
Alabama: You are hereby Commauded
to Summon Lorenzo Quinn H. C. Cart-
wright and W. H. Nelson to appear at the
next term of the Circuit Court of to be
held for the said County at the place of
holding the same then and there to answer
the Complaint of the Long Distance Telephone
and Telegraph Company a Corporation.
Witness my hand this the 5th day of January
A.D. 1906. J. E. Clem, Clerk

"Complaint"

The State of Alabama }
Limestone County }

In the Circuit Court
Long Distance Telephone and Telegraph
Company. a Corporation Plaintiff
vs. Lorenzo Quinn H. C. Cartwright
and W. H. Nelson Defendants.

1. The plaintiff claims of the defendants one hundred and fifty dollars damages for the breach of the conditions of a bond made by the defendant on the 11 day of December 1905, payable to the plaintiff in the sum of One hundred and fifty dollars, which is as follows:

The State of Alabama } Fifth District
 Limestone County } Northern Chancery Division
 know all men by these presents, That we Lorenzo Quinn, H.C. Thack + W.H. Nelson are held and firmly bound unto the Long Distance Telephone and Telegraph Company in the sum of One hundred and fifty dollars for the payment of which to the said Long Distance Telephone and Telegraph Company we bind ourselves, our executors and Administrators, jointly and severally,

Sealed with Our seals and dated this the 11 day of December 1905. Whereas, the said Lorenzo Quinn has filed his bill of Complaint in said Chancery Court and has obtained thereon an Order for the issuance of an injunction from the Hon. D.W. Speake, Judge of the 8th Judicial Circuit to restrain and enjoin the Long Distance Telephone and Telegraph Company from doing and performing any act in and about the construction, maintenance and operation of a Telephone line on or over or across the lands described in said bill of Complaint unless and until just compensation is made therefor as required by the Constitution and Laws of Alabama.

Now, Therefore, the Condition of the above obligation is such that if the said Lorenzo Quinn H.C. Castwright and W.H. Nelson his heirs, executors, administrators, or any of them, shall pay or cause to be paid all damages which any person may obtain or sustain by the suing out of said injunction if the same is dissolved by the Court of Chancery on the bill filed by said Lorenzo Quinn as aforesaid.

Then the above obligation to be void; otherwise to remain in full force and effect.

Witness our hands and seals on the day and year first above written.

Taken and approved This - day of December, 1905.

Lorenzo Quinn (Seal)
H. C. Cartwright (Seal)
W. H. Nelson (Seal)

Bessie Davis.

Register in Chancery.

And the plaintiff says the condition of said bond has been broken by the defendants in this; that the said injunction remained in full force and effect until the ~~2nd~~ day of January, 1906, when said injunction was dissolved by the Court of Chancery (by the Chancellor in vacation) on the bill filed by the said Lorenzo Quinn. That the said plaintiff sustained damages to the amount aforesaid by reason of the suing out of the said injunction; that neither the said Lorenzo Quinn, nor any one else, has paid the said damages nor any part thereof or caused the same to be done. And the said plaintiff avers that it was engaged in a public enterprise, to-wit; the building of a telephone and telegraph line ~~along~~ and on the Athens and Eckmont road, public road in said County which said road passes through the land described in said bill; that they had gone to great expense and trouble and had expended much time, labor, and money, in preparing for the prosecution of said enterprise; that it had procured and prepared several hundred dollars worth of poles to be used in said work; that many of its employees ~~have been~~ by reason of the suing out of said injunction the said work and enterprise has been greatly hindered, delayed, prevented, and damaged; that many of its employees have been forced to spend idle time in camp by reason of said injunction at great expense; that said poles

have been exposed to the weather and have been greatly damaged and reduced in value; the working and operation of said line has been greatly retarded, prevented and delayed; the plaintiff has been and will be forced to continue said work in inclement ^{and disagreeable} weather in the winter at a time unsuited for outdoor work when but for said injunction said work could have been prosecuted in the dry and pleasant weather of Fall; that plaintiff has been forced by reason of suing out of said injunction to incur heavy expenses for Council fees for services rendered by Council in the injunction suit and the various proceedings thereon and to procure the dissolution of said injunction and for services rendered in said defence to the great damages of the plaintiff as aforesaid.

And the plaintiff claims of the defendant the following Special damages 1st. One hundred and fifty dollars as counsel fees incurred in preparing and filing Long Distance Telephone and Telegraph company's Answer to said bill of Complaint and a Motion to dissolve the injunction on the denial of said answer on which denial said injunction was dissolved. 2^d. Fifty dollars for deterioration in value of said poles by reason of their being exposed to the weather during the existence of said injunction. 3^d. One hundred dollars for the loss of the wages of its employees engaged in the work of constructing said telephone line and who were rendered idle during the pendency of said injunction. 4th. One hundred dollars as cost and expenses of removing its equipment, its camp and its employees to other and distant portions of its line to be there occupied during the pendency of said injunction.

But the plaintiff admits all damages over the sum of one hundred and fifty dollars and interest.

Filed January 6th 1906.

J. C. Clements.

E. W. Godby.

Carl Peters

M. H. Clements

Attorneys for the Plaintiff.

Executed by serving a copy of the within Summons and Complaint on Joseph P. H. C. Cartwright & W. H. Nelson. J. H. S. Thus the 6th day of January 1906. E. F. Puryear. Clerk.

Jim Cartwright Plff. }
 #938 V.B. }
 Mary Cartwright Def. } Be it Remembered that unto
 the January term 1906 of the
 Circuit Court of Limestone County Alabama
 was returned a summons and complaint transcript
 and proceedings, appeal bond etc. from the
 Justice Court of the Hon. C. H. Pulley. In words
 and figures following, to wit:

The State of Alabama }
 Limestone County } Justice's Court.
 To any Constable of said County: Summon Jas. Cartwright
 to appear before me on the 6th day of Nov. at my office
 to answer the complaint of Mary Cartwright and then
 and there make return of this summons.
 Issued the 30th day of Oct. A.D. 1905.
 C. H. Pulley N.P. & Ex. J.P.

Cause of Action
 Recovery of Chattels in Specie.
 Executed by summoning the defendant to appear
 in Court on Nov. 6th 1905.

W. H. Scales
 Filed this 19th day of December 1905.
 J. E. Glenn. Clerk

The State of Alabama }
 Limestone County } In Justice's Court Hon. C. H. Pulley
 Mary Cartwright } Greenbrier Precinct No. 13. The plaintiff
 #938 V.B. } claims of defendant the following personal
 James Cartwright } property viz: one trunk, one lot of wearing
 apparel, one Bureau, one Bedstead, 2 Bed ticks, one lot of
 Bed clothes, 2 telescopes, one washpot, 2 stonefurd, one
 lot chickens, with the value of the use of the hire
 thereof during the detention from the 28th day of
 October 1905.

Wm. M. Hundley
 Attorney for Plff.
 Filed December 19th 1905.
 J. E. Glenn. Clerk

Mary Cartwright }
 V.B. } In the Justice Court of C. H. Pulley N.P. & Ex. J.P.
 Jim Cartwright } Greenbrier Precinct Beach 13 - Limestone County
 Alabama.

Cause of Action
 Recovery of Chattels in Specie.
 Summons issued Oct 30th 1905. Returned executed
 Nov. 6th 1905.

Witnesses for Plaintiff Moses Parham, Manuel Jackson Jr.

" Defendant. None.

Disposition of Case. This the 6th day of Nov. 1905, came the plaintiff by his attorney and the defendant having been duly summoned and called and failing to appear and answer Plaintiffs complaint and being wholly in default the hour of 12 o'clock noon having arrived as required by law on motion of Plaintiff it is considered and adjudged by the Court that the Plaintiff have and recover of the Defendant the following articles to wit: 1 Trunk & wearing apparel. 1 Bureau - 1 Bedstead - 2 Bed ticks - Bed clothes - 2 Telescopes. 1 Wash Pot - 2 Stone Jars - or \$29.⁰⁰ Their alternate Value. together with all costs in and about this behalf expended and against this judgment and the execution to be issued thereon there is no exemption of Personal or Real Property of defendant. For Recovery of which let execution issue, within the time allowed by law and upon the filing of good and sufficient bond in double the amount of judgment and and costs an appeal is hereby granted.

Cash Bill

1 Summons ⁵⁰ 2 Witness Sub. ³⁰ Picketing cause ¹⁰ Trial Rights of Property ¹⁰⁰
1 Appeal bond = ¹²⁰ \$29.⁰⁰

Constables Fees

1 Summons ⁵⁰ 2 Witness Subp. ³⁰ 1.00 ^{2.90} } \$3.90

I hereby certify that the foregoing is a full complete and exact transcript from my Pocket of the judgment and proceedings in above cause and I herewith send to the Circuit Court of Limestone County all of the original and other papers pertaining to the said cause.

Given under my hand this the 9th day of Nov. 1905.

L. H. Pulley
V. P. & Ex. Off. J. P.

Filed December 19th 1905.

J. E. Glem - Clerk

The State of Alabama) Know all men by these presents that
Limestone County) we Jim Cartwright, Leslie Fletcher and
738. Eldred Fletcher are held and firmly bound unto
Mary Cartwright in the sum of sixty five Dollars, for
the payment of which well and truly to be made we
bind ourselves and each of us, our and each of heirs,
executors and administrators jointly and severally.
But upon condition that if the above bound Jim Cartwright,
Leslie Fletcher and Eldred Fletcher shall prosecute to
effect an appeal by him taken this day to the next
term of the Circuit Court of Limestone County from a
Judgment Rendered against him in favor of said

Mary Cartwright by E.H. Pulley N.P. & Ex. off. Justice of the Peace
for said County, for the sum of Twenty-Nine + $\frac{5}{100}$ Dollars,
Debt, and Dollars, costs, or if he fail in said appeal,
shall pay such judgment both as to debt and costs, as may be
Rendered against him by the said Circuit Court of Limestone County
then, in either of said events, this obligation to be void, otherwise
to remain in full force and effect.

Given under our hands and seals this the 8th day of
November 1905-

Jim^{his} Cartwright (L.S.)

Leslie Fletcher (L.S.)

Approved: Eddred Fletcher (L.S.)

E.H. Pulley N.P. & Ex. off. J.P.

Filed this 19th day of December 1905:

J.E. Clem - Clerk

one trunk. four dollars Wearing apparel \$8.00 Beantons
Bedstead \$4.00 Two Bed ticks \$2.00 Bed cloth \$1.50
Two Telescopes 50th Wash. Pat \$3.00 Two Stone jars \$1.50
Total \$29.50. Value articles as claimed in suit
of Mary Cartwright -

Filed December 19th 1905 J.E. Clem - Clerk

Thos M. Hobbs Plff. } Be it remembered That unto The
939. VS } April or Spring term 1906 of The
Marion Thomas } Circuit Court of Limestone Alabama.
Was returned a summons and complaint
in words and figures following to wit:-

State of Alabama) To my Sheriff of the State of
Limestone County) Alabama. Greeting=
#939.

Whereas Thomas M. Hobbs hath complained on oath to me J.E. Clem. Clerk of the Circuit Court in and for said State and County that Marion Thomas is justly indebted to the plaintiff in the sum of Four hundred Sixty Six and 50/100. dollars for rent and advances due to him. The said Thomas M. Hobbs. And the plaintiff having made Affidavit and given bond as required by law in such cases. you are hereby commanded to attach so much of the crop grown on the premises rented by the said Marion Thomas from the said Thomas M. Hobbs. for the year 1905. And one black horse Mule and one blue ^{mare} mule and farming utensils Also one two horse Wagon furnished to the said Marion Thomas by ~~the~~ said landlord; The said Thomas M. Hobbs. as advances. as will be of value to satisfy the said debt. and costs according to the complaint. And such estate, as above described, unless replenished so to secure that the same may be liable to further proceedings thereon, to be had at the next term of the Circuit Court for the County of Limestone, to be held at the Court House thereof. When and where you must make known how you have executed this writ.

Witness my hand. This 19th day of January 1906.

J.E. Clem
Clerk of the Circuit Court

Filed January 19th 1906
J.E. Clem, Clerk

Executed by laying upon the following personal property to-wit: about 100 bu. of Corn About 5 bales of seed cotton, 3 plows, one two horse wagon + Two mules One black horse mule One blue mare mule, all of the above property levied upon as the property of Marion Thomas. This Jan. 20th 1906.

By H. Legg D.S.

E. F. Purnear
Sheriff

The State of Alabama) Circuit Court
Limestone County) April Term 1906
To

Marion Thomas

You will take notice that I have this day levied upon the following described personal property, as your property, to satisfy a execution in my hands from the Circuit Court of Limestone County, in favor of Thos. M. Hobbs. And that said property will be advertised according to law

About 100 bushels of Corn

" 5 Bales of Seed Cotton

(3) Three plows, One 2 horse wagon and Two mules.

E. F. Puryear
Sheriff

By H. Legg D.S.

Issued Jan'y. 20th 1906

E. F. Puryear

* Garth, Hutson. } Be it remembered that unto the Sheriff
940 vs } April term 1906 of the Circuit Court of Limestone County Alabama
Calvin. Robinson } was returned a summons and complaint in words
and figures following to-wit:

The State of Alabama. } Circuit Court.
Limestone.

To any Sheriff of the State of Alabama: You are hereby commanded to summon Calvin Robinson, to appear within thirty days after the service of this summons upon him, in the Circuit Court to be held for said county, at the place of holding the same, then and there to demur or plead to the complaint of Garth Hutson. Witness my hand, this 31st day of January, 1906.

J. E. Glen. Clerk Circuit Court.
In Circuit Court.

State of Alabama. }
Limestone, County. }
Garth Hutson Plff-)

vs
Calvin Robinson. }

Count 1. The plaintiff claims of the defendant Five Thousand Dollars damages for maliciously and without probable cause therefor, arresting and imprisoning the plaintiff on Burket Island, in said county, without any right or authority whatever for a term of about two years, viz:- On the first day of January, 1902.

2 Count. Plaintiff claims of the defendant, Five Thousand Dollars damages for that on or about the first day of January, 1902, the defendant owned and operated a farm in said County and State, known as "Burkett Island", surrounded by the waters of the Tennessee River, where he the said defendant employed convict labor to run his said farm on said Island.

That on or about the said first day of January, 1902, the plaintiff was a free American citizen and a resident of the State of Alabama, when the defendant took the plaintiff into his custody against his will, and wilfully and maliciously without probable cause, caused the plaintiff to be imprisoned and held him against his will, and against his appeals to be released, on said Burkett Island, and forced him, the said plaintiff, to labor without any remuneration, for about one year.

Plaintiff alleges that the said defendant caused the said plaintiff to be cruelly beaten at various times, and at one time during the said term of imprisonment under his, the defendant's immediate direction, caused his foreman, one Buster Peoples, to cruelly beat the plaintiff; and the defendant by direction of his said foreman, made the plaintiff mount a dangerous and vicious mule against the plaintiff's will, when then and there the said mule threw plaintiff violently to the ground and broke his arm, from which he suffered great physical and mental pain. Plaintiff avers that at another time during the said term of imprisonment the said foreman, who was working under the direct orders of the said defendant, through threats of violence on plaintiff's person, forced him to hold his head under the water of the said Tennessee River until he, the plaintiff, came near strangling to death. Plaintiff avers that the defendant caused him to be locked in a cell each night during the said imprisonment, against his will, and kept him in a state of confinement in the same manner that defendant kept the regular convicts.

Plaintiff avers that these indignities caused him great mental and physical pain, to his damage as aforesaid, in the sum of Five Thousand Dollars.

W. N. Benson

A jury is demanded Attorney for Plaintiff.

for the trial of said case - W. N. Benson

Filed January, 31st, 1906, attorney for Plaintiff,

J. E. Clem. clerk.

Executed in full by serving on C. N. Robinson.
Feb. 28th, 1906 by the Sheriff of Wilkerson, J. Perry
This March 2nd 1906, John B. Stephenson, Sheriff.

Benjamin F. Ashby. John T. Lanthrop. partners doing business under the firm name and style of Ashby & Lanthrop #942. Be it remembered that unto the April Term 1906. of the circuit court of Simons County Alabama. Was returned a summons and complaint in words and figures following to wit:-

The State of Alabama } Circuit Court
Simons County } April Term 1906.
#942.

To any Sheriff of The State of Alabama. Greeting-
you are hereby commanded to summon-
Joh. Kennedy. to appear at the next term of the
circuit court to be held for said county at the
place of holding the same. Then and there to answer
the complaint of Benjamin F. Ashby and John T.
Lanthrop partners doing business under the firm
name and style of Ashby & Lanthrop.
Witness my hand this 5th day of March A D. 1906.
J. E. Clem. Clerk.

Benjamin F. Ashby. John T. Lanthrop partners doing business under the firm name and style of Ashby & Lanthrop. Plff's. VS. Joh. Kennedy. Defl. Complaint.

The plaintiff's of the Defendant. The following personal property. Viz:- one gray mare with the name of The line or use thereof during the detention. Viz:- from the 3rd day of March 1906.

W. R. Warner.
Atty. for Plaintiff

Filed March the 5th 1906 J. E. Clem. Clerk.

I have executed the within writ March 5th 1906 by leaving a copy of the within summons and complaint with Joh. Kennedy Defendant.

By H. Legg. D.S. E. F. Pungear Sheriff.

John M. Thomas }
 #943 vs. }
 Samuel J. Robinson }
 Be it remembered that unto the April term 1906 of the
 Circuit Court of Limestone County Alabama
 was returned a Summons & complaint
 in words and figures following to-wit:-

The State of Alabama } Circuit Court,
 Limestone County }

To any Sheriff of the State of Alabama, greeting:

You are hereby commanded to summon Samuel J. Robinson,
 to appear at the next term of the Circuit Court to be held for said County,
 at the place of holding the same, then and there to answer the
 complaint of John M. Thomas.

Witness my hand, this 6th day of March, 1906.

J. E. Clem, Clerk.

Complaint

John M. Thomas } vs } Samuel J. Robinson,
 Plff. } Def.

The plaintiff claims of the defendant the sum of Three
 Hundred and forty & 75/100 from him by account on
 to-wit: the first day of December, 1904, with interest
 thereon at the rate of 8% per annum from to-wit Dec. 1st
 1904.

The Plaintiff claims of the defendant the like sum of
 Two hundred and Eighty Eight & 4/100 dollars for
 money paid by the plaintiff for the defendant at various
 times during the years 1903 and 1904 at defendant's
 request.

H. C. Thack

Plff's Attorney.

Filed March 6th 1906. J. E. Clem, Clerk.

I have executed the within writ March 17th 1906
 by leaving a copy of the within Summons and
 Complaint with Samuel J. Robinson -

E. F. Puryear,

Sheriff.

F. Naburn. Daly } Be it remembered. That unto The
#944. }
VS. }
Roy. H. Osborne. }
Defl. }
April. term. 1906. of the Circuit Court
of Limestone County, Alabama.
Was returned a Summons & complaint
in words and figures following to-wit:

The State of Alabama } No. 944. Circuit Court.
Limestone County } April. Term. 1906.

To any Sheriff of The State of Alabama. Greeting:
You are hereby commanded to Summons
Roy. H. Osborne to appear at the next term of the Circuit
Court to be held for said county at the place of
holding the same. There and there to answer the
complaint of F. Naburn. Daly.
Witness my hand this 9th day of March A. D. 1906.
J. E. Clem - Clerk.

F. Naburn. Daly }
#944 }
VS. }
Roy. H. Osborne. }
Defl. }
Complaint.
The plaintiff claims of the defendant. The sum
of one thousand and eighty seven and
25/100 dollars due by bond executed by the defendant
by the name of R. H. Osborne to the plaintiff by the name of
F. N. Daly on the 1st day of May 1905 falling due and payable
at the First National Bank - Athens Alabama on
November 1st 1905 together with the interest thereon
from the maturity thereof.
The plaintiff avers that in writing in said bond
the defendant waived the right to claim any exemptions
under the constitution and laws of Alabama
as to this indebtedness.
Thos. C. McCallan.
Atty. for Plaintiff.

Filed March 9th 1906 - J. E. Clem - Clerk.

I have executed the Within writ. March 10th A. D.
1906 by leaving a copy of the Within Summons
and complaint with Roy. H. Osborne - Defendant.
E. F. Rumpner
Sheriff
By H. Legg
D.S.

Melvin J. Wallace. } Be it remembered that unto The April
 #945- } Plff. Term 1906 of The Circuit Court of Limestone
 Edward Word. } County Alabama Was returned
 Defl. } A Summons and Complaint in
 words and figures following to wit:-

The State of Alabama. } In The Circuit Court.
 Limestone County }
 #945- } To any Sheriff of The State of
 Alabama - Greeting:-

You are hereby commanded to Summons
 Edward Word. To appear at The next term of The Circuit
 Court to be holden for said County of Limestone
 at the place of holding the same then and there to answer
 The Complaint of Melvin J. Wallace.

Witness my hand this 12th day of March 1906.

J. E. Clem. Clerk.

Complaint.

Melvin J. Wallace } The plaintiff Claims of The defendant
 #945- } Plff. The Sum of Five Thousand dollars
 Edward Word. } damages for falsely and Maliciously
 Defl. } charging The plaintiff with larceny by
 speaking of and concerning him in The
 presence of divers persons in substance
 as follows:- Melvin Wallace stole my cotton on to
 wit: The 13th day of November 1905:

2.- The plaintiff Claims of The defendant The further
 and other sum of five thousand dollar as damages
 for that when or on to wit The 13th day of November 1905
 The defendant in a discourse then and there had of and
 concerning The stealing of certain cotton which
 said defendant averred had been stolen from his
 field and then and there speaking of having tracked
 a mule from the cotton pile in his defendant's field
 from which pile said defendant had alleged that said
 cotton had been taken and stolen to a point near
 to or at this plaintiff's home where so the plaintiff
 stated the said mule had stopped and could be
 tracked no further The said defendant then came
 there in the presence of divers persons spoke of and
 concerning this plaintiff These false and scandalous
 words which he the said plaintiff did publish and

declare, to-wit: That if he, Meaning - The defendant, could have tracked the Mule away from his (Meaning) The plaintiff's) house, he (Meaning The defendant) would not have believed that he (Meaning plaintiff) got his (Meaning defendant's) cotton.

Meaning and intending thereby to charge that the plaintiff had feloniously stolen, taken and carried away the cotton of the defendant.

And the plaintiff avers that by means of the said grievance thus committed against him in the manner and form aforesaid by this defendant this plaintiff has been and is greatly damaged and injured in his good name, reputation and credit, and brought into public scandal and disgrace, and has and now suffers great humiliation and mental anguish and pain and has been and is otherwise injured, all to his great damage in the aforesaid sum of five thousand dollars. Wherefore he brings this suit.

3.- The plaintiff claims of the defendant the further and other sum of five thousand dollars as damages for that, to-wit: The 13th day of November, 1903: The defendant, while speaking of some one in the night time, having gone to his cotton pile in his field, and taken therefrom without his consent, certain seed cotton belonging to him. The said defendant said, in the presence of divers persons, that he had hooked a mule from his said pile of cotton to where the said mule stopped, at or near the home of Melvin Wallace. This plaintiff and that of he, the said defendant, could have tracked the said mule away from plaintiff's house, that he, defendant, would not have believed that said Melvin Wallace, this plaintiff, got his defendant's cotton, thereby meaning, that this plaintiff had stolen the said cotton of the defendant; and the defendant avers that said charge of larceny, as thus made and intended, was and is false; and plaintiff avers that by means of which said grievance of the said defendant this plaintiff has been and is greatly injured in his good name, credit and reputation and that he, said defendant, has caused this plaintiff to suffer great mental pain and anguish and to suffer much humiliation and that he has been and is otherwise greatly injured, all to his damage in the aforesaid sum of five thousand dollars. Wherefore

he brings this suit.

4.- The plaintiff claims of the defendant the further and other sum of five thousand dollars, as damages, for that, whereas, on to-wit: The 13th day of November 1903: The defendant, in the presence of divers persons, falsely stated, in substance that, Melvin Wallace, this plaintiff, had stolen his cotton, by saying after having first stated that cotton had been stolen from his field, which was then and there, in a pile, and that he, defendant, had tracked or followed the track of a mule from said pile of cotton in his said field, and from which said pile of cotton, said defendant alleged that cotton had been stolen in the night time, to or near to the home of the said plaintiff. The said defendant then said that Melvin Wallace, meaning this plaintiff, had got or taken his cotton, but that if he, meaning this plaintiff, would pay him, meaning this defendant, for the cotton, it would be all right. The said defendant thereby meaning and intending to charge this plaintiff with stealing his defendant's cotton. Wherefore this plaintiff has, by the said grievance committed, against him by the said defendant, suffered and has been and is greatly injured his good name, credit, and reputation and has been and is caused to suffer great mental pain and anguish and much humiliation; all to his great damage in the aforesaid sum of five thousand dollars, wherefore he brings this suit.

6.- The plaintiff claims of the defendant the further and other sum of five thousand dollars, as damages, for that, whereas, on, to-wit: the 13th day of November, 1905, the defendant, in the presence of divers persons, spoke falsely of and concerning this plaintiff, charging him with the larceny of cotton, as follows: That he would not have believed Melvin Wallace, meaning this plaintiff, would have done such a thing and would not have if the tracks of the mule had come away from his, Wallace's, house or near his house, thereby meaning that this plaintiff had stolen cotton from him, the said defendant. And the plaintiff avers that said remark or said statement was made under the following circumstances: The defendant claimed that cotton had been stolen from a pile of his cotton in his

field he had just been following the tracks of a mule leading from the said pile of cotton in the direction of the plaintiff's home; that after following thus the said tracks, and having ascertained, while thus following said track or tracks that whoever stole his cotton took the same on the mule who made the tracks he had been following and was then following; that after he had ceased to follow the said tracks of the said mule, and almost immediately thereafter the said defendant made the aforesaid remark or statement. And the plaintiff avers that by means of the committing of said grievance by the defendant the plaintiff has been and is greatly injured in his goods, name, credit and reputation, and brought him into public scandal and disgrace, and has been caused to suffer great mental pain and anguish and much humiliation, all to his great damage in the aforesaid sum of five thousand dollars. Wherefore he brings this suit

7.- The plaintiff claims of the defendant the further and other sum of five thousand dollars, for that, whereas, on to wit; the 27th day of November, 1905, the said defendant spoke of and concerning this plaintiff in substance as follows: That every indication led him, meaning the said defendant, to believe that he, meaning the plaintiff, was the one that got it, meaning his cotton, and the plaintiff avers that said statement was made to one A.P. Hamilton under the following circumstances: That about two weeks prior thereto the said defendant, in a conversation with the said Hamilton, and in the presence of other persons, had stated to the said Hamilton that three or four hundred pounds of cotton had been stolen from a pile of his, defendant's, cotton in his, defendant's, field; that at the time said defendant and others were examining a mule, which the defendant stated was the mule of this plaintiff, that after an examination of the hoof of said mule and asking the said Hamilton as to the appearance thereof; and in said conversation the said defendant stated that every reason led him to believe that the mule in question was the one that carried off the cotton;

That about two weeks after this conversation, on to wit: the date above set forth the 27th day of November, 1905, the said Hamilton saw the said defendant and the question of the stealing of the cotton was again introduced and the said defendant stated, in substance, a man by the name of Andrews and a man by the name of Marshall, had tracked the cotton from the pile in the field to the back of Melvin Wallace's, meaning this plaintiff's garden and could carry the tracks no farther and that they, meaning said defendant, said and said Marshall, had found where there had been three trips made; that said Hamilton then asked the said defendant if he, said defendant, thought it was Melvin, meaning this plaintiff, and the said defendant then made the reply that every indication led him to believe that he, meaning this plaintiff, was the one that got it, meaning the cotton; that said Hamilton then said to the said defendant that it looked to him if Melvin, meaning this plaintiff, wanted cotton that had he would have planted ^{a little} more; that said defendant replied that it was easier for him, meaning this plaintiff, to get it that way, meaning to steal it; that defendant further said that if he had suspected that any one would steal his cotton he would have arranged it so that he could have caught the one who did by putting pieces of paper in the same with his, defendant's, name on same, and when it was taken to again a search would have shown it. And plaintiff avers that the said defendant in and by the words and discourses thus had and spoken of and concerning this plaintiff intended to mean and did mean that this plaintiff had stolen the cotton of the said defendant, and the plaintiff avers further that by ~~the~~ means of the committing of which grievance by the defendant the plaintiff has been and is greatly injured in his good name, credit and reputation, and has been brought into public scandal.

and disgrace, and has been caused to suffer great mental pain and anguish and much humiliation by the false and scandalous and defamatory matter thus circulated concerning him, said plaintiff, by the said defendant, all to his, the plaintiff's, great damage in the aforesaid sum of five thousand dollars, Hence this suit,

H. R. Walker

Att'y for Plaintiff

Filed March 12th 1906
J. E. Clear
Clerk

Executed by serving a copy of the within summons & complaint on Edward Word the defendant

This March 12th 1906

E. J. Puryear
Sheriff.

William L. Martin
R. H. Walker and
W. T. Hatchette as Trustees
of The Public School for the Athens
School District in Limestone
County, Alabama. Plff's.
#946 vs.
William Lappington
Def.

Be it remembered that with
the April or Spring term 1906
of the Circuit Court of this
Limestone County, Alabama
was returned a summons and
complaint in words and figures
following to wit:

The State of Alabama
Limestone County
#946

Circuit Court.

To Any Sheriff of the State of
Alabama Greeting:

You are hereby commanded to summons William
Lappington to appear at the next term of the
Circuit Court to be held for said county at the
place of holding the same then and there to answer
the complaint of William L. Martin, R. H. Walker.

Mod. W. T. Hatchette vs. Trustees of The Public School
for The Athens School District in Limestone County
Alabama

Witness - This 12th day of March A. D. 1906 -

J. E. Glenn
Clerk.

William T. Martin B. H. Walker and W. T. Hatchette
as Trustees of The Public School for The Athens
School District in Limestone County Alabama } Complaint -
vs. } The plaintiff vs. claim

William Toppington. } Def. } of The defendant The
Sum of Sixty Two Hundred

And Thirty Nine and 17/100 - Dollars due from him by
account on - to wit The 12th day of March 1906 - which sum
of money with the interest thereon is still unpaid.

Filed this 12th day of
March 1906 -

W. T. Samuels
Atty for Plff. vs.

J. E. Glenn. Clerk.

Executed this 12th day of March A. D. 1906. by
leaving a copy of within. Summons and
complaint with William Toppington Defendant.

E. F. Pungear
Sheriff.
By H. Legg.

E. J. Russell.
Plff.
15. { Attachment
The Birby-Himebaugh
Lumber Company Defs. } Be it remembered that unto the
April or Spring term 1906. of the
Circuit Court of Limestone County
Alabama. Was returned a summons
& complaint & writ of attachment
&c. in words and figures following
to wit:-

The State of Alabama.
Limestone County
#947.

Before Me. J. E. Clem. Clerk of the
Circuit Court for said county.
personally appeared. E. J. Russell who being duly
sworn on oath saith that The Birby-Himebaugh
Lumber Company a corporation is justly
indebted to said E. J. Russell in the sum of
Three hundred & thirty nine & 99/100 Dollars after
allowing all just offsets and discounts, and that the said
The Birby-Himebaugh Lumber Company is a
nonresident corporation and is a nonresident
of the State of Alabama. So that ordinary process of
law cannot be served upon it and that this attachment
is not sued out by him for the purpose of vexing or
harassing the said The Birby-Himebaugh Lumber
Company a corporation E. J. Russell.

Subscribed and sworn to before me this the 29th day
of March 1906.
J. E. Clem. Clerk.

The State of Alabama
Limestone County

Circuit Court

To any Sheriff of the State of Alabama:

Greeting:-

Whereas E. J. Russell hath complained on
oath to me J. E. Clem. Clerk of the Circuit Court of
Limestone County that The Birby-Himebaugh Lumber
Company a corporation is justly indebted to the
said E. J. Russell in the sum of Three hundred &
thirty nine & 99/100 Dollars and the plaintiff having
made affidavit as required by law in such cases
no bond being required the defendant being a non-
resident.

You are hereby commanded to attach so
much of the estate of the said defendant The Birby-
Himebaugh Lumber Company as shall be of

Value sufficient to satisfy the said debt and costs according to the complaint and such estate unless replied, so to secure that the same may be liable to further proceedings. Thereon to be had at the next term of the circuit court for the county of Sumner to be held at the court house thereof. When and where you shall make known to the said court how you have executed this writ.

Witness. This 29th day of March. 1906.

Issued. This 29th day of March. 1906. J. E. Glenn. Clerk.
J. E. Glenn
Clerk

Executed This 29th day of March. 1906. by levying this writ upon the following described property about Ten Thousand feet of one inch oak boards and about Two Thousand feet two inch oak framing.

E. F. Puryear.
Sheriff.

Mrs. L. A. Webb. Plff.
948 15. Appeal
Isaac Byor. Def.

Circuit Court.

Be it remembered That unto The
April or Spring term 1906. of The circuit
court. was returned a transcript Appeal Bond &c -
from The justice court of Jno. J. Turrentine J. P.
in words and figures following to wit:-

The State of Alabama
Limestone County

In The justice court. Beat # 1.
Athens. Ala.

To The constable of said county:-
you are hereby commanded to Summons
Isaac Byor. to appear before me at my office
on the 16th day of March. A. D. 1906. to answer the
complaint of Mrs. L. A. Webb. And There and
There. Make return of this Summons.

Given under my hand this the 7th day of March
A. D. 1906 Jno. J. Turrentine J. P.

Cause of action.

Plaintiff claims of The Defendant #70⁵⁰ Together
with interest from 23rd day of January. 1903 -
Subject to credit.

Jno. J. Turrentine J. P.

Summons for Plff. Cal. Mathews. Mrs. L. A. Webb. &
Sol. Mathews.

Summons for Defendant. C. E. Griffin &
Butte Byor.

This March. 7th 1906. Jno. J. Turrentine J. P.

Executed in full. This March. 16th 1906. F. J. Henson
Constable

The State of Alabama
Limestone County

Personally ^{appeared} before me Jno. J. Turrentine
A Justice of the Peace in and for
said county and State John B. McCallan as Atty.
of Mrs. L. A. Webb. who after being duly sworn
according to law deposes and says. That in his
belief The claim of Isaac Byor. of a homestead
is excessive or invalid in part. so far as it
includes the E 1/2 of S E 1/4 of S E 1/4 Sec. 24. T. 3. R. 5-
20. Acres. More or less

John B. McCallan
Atty. for Mrs. L. A. Webb.

Sworn to and Subscribed
before me this 26 day of March.
A. D. 1906. Jno. J. Turrentine
J. P.

State of Alabama } copy of judgment.
 Timmon County }
 Mrs. J. J. Webb. Plff.
 vs.
 Israel Pryor Defl.

Summons issued March 7th 1906 to F. J. Harlow
 Constable, returnable 16th of March A. D. 1906

J. J. Timmentine, J. P.

March 16th 1906 continued to March 23rd 1906 J. J. Timmentine, J. P.
 March 23. comes the parties by attorneys and the court
 after hearing the evidence is of opinion that
 the plaintiff shall have and recover of the defendant
 the sum of Forty five dollars.

It is therefore ordered understood and adjudged
 that the Plaintiff Mrs. J. J. Webb. have and recover
 of the Defendant Israel Pryor the sum of Forty
 five dollars together with all of the costs for the
 collection of which let execution issue
 Given under my hand this March 23rd A. D. 1906.

Jno. J. Timmentine J. P.

State of Alabama }
 Timmon County } I, Jno. J. Timmentine do certify
 That the above judgment together
 with Summons & complaint two Affidavits.

Annul. Guley Plff.
949. vs }
Louisville & Nashville R.R. Co. }
Dfs }

Be it remembered that unto the
October Term 1906 of the circuit
court of Limestone County Alabama
Was returned a summons and complaint in
words and figures following to wit:

The State of Alabama }
Limestone County }
Guling.

you are hereby commanded to
 Summon The Louisville and Nashville Railroad
 Company. To appear at the next term of the circuit
 court to be held for said county at the usual place
 of holding the same. Then and there to answer the
 complaint of Annie Gurley.

Witness this 28th Day of April. A. D. 1906. J. E. Clemmick.

Complaint

Annie Gurley Plaintiff
v. S.

The Louisville and Nashville Company Defendants)

The Plaintiff, Annie Gurley,
claims of the defendant, The Louisville and Nashville Railroad
company, the sum of one thousand dollars damages, for
that heretofore on, to wit, the 28th day of March, 1906, the defendant
negligently set fire to and burned and destroyed the dwelling
house and a large part of ^{its} contents, the property of the
plaintiff, of the value of, to wit, one thousand dollars, to
the Plaintiff's great damage as aforesaid.

2nd The Plaintiff claims of the defendant the said and like sum of One thousand dollars damages, for that heretofore on, to wit, March 28th, 1906, the agents, servants or employees of the defendant while engaged in operating a locomotive and train of cars through Limestone county, Alabama, negligently set fire to and burned and destroyed the dwelling house and a large part of its contents, the property of the Plaintiff, of the value of, to wit, one thousand dollars, to the Plaintiff's great damage as aforesaid.

3rd. The Plaintiff of the defendant, the said and like sum of one thousand dollars damages, for that the defendant, which heretofore on, to wit, March 28th, 1906, operated a railroad and now operates a railroad in and

- through Limestone county, Alabama, did on, to wit, March 28th, 1906, by or through, or by and through, its agents, servants or employees, run and operate an engine or locomotive, with a train of cars attached thereto over and along its said road in said county; and did on said day by its agents, servants or employees so carelessly and negligently run or manage said engine or locomotive that sparks of fire were permitted to escape therefrom, by and from which sparks fire was communicated to and did burn and destroy the dwelling house and a large part of its contents, the property of the Plaintiff, of the value of, to wit, one thousand dollars. And Plaintiff avers that said burning was due to the carelessness or negligence of the defendant, its agents, servants or employees operating or managing said engine or locomotive.
- 4th The Plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that on, to wit, March 28th, 1906, the defendant operated a railroad through Limestone county, Alabama, using thereon engines or locomotives and trains of cars; and the Plaintiff avers that the defendant, by its agents, servants or employees did on said day and date while operating an engine or locomotive over its said road, negligently permit fire to be communicated from its said locomotive or engine to the dwelling house of the plaintiff by which the said dwelling house was destroyed and burned as well as a large part of its contents, the property of the plaintiff, of the value of, to wit, one thousand dollars.
- 3rd The Plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that the defendant on, before and since March 28th, 1906, operated through Limestone county, Alabama, a railroad using engine locomotives and trains of cars; that on, to wit, March 28th, 1906, the agents, servants or employees of the defendant, in charge of one of its engines or locomotives being then and there run over its said road, so carelessly or negligently operated or managed said engine or locomotive as that sparks of fire therefrom was communicated to the dwelling house of this Plaintiff, in said county, from which the said dwelling house was set fire to and burned and in it a large part of its contents, the property of the Plaintiff, of the value of, to wit, one thousand dollars; all to this Plaintiff's damage as aforesaid.
- 2nd The Plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that on,

before and since the 28th day of March, 1906, the defendant operated a railroad through Limestone county, Alabama, using thereon engines or locomotives and cars on trains of cars; that on to wit, March 28th, 1906, an engine or locomotive then and there operated and run over said road in said county, while running over said road, was so negligently or carelessly operated by an agent, servant or employee of the defendant in charge thereof as to permit sparks of fire to be communicated from said engine or locomotive to the dwelling house of the plaintiff from and by which the dwelling house of the plaintiff and a large part of the contents of the dwelling house of the plaintiff were burned and destroyed, all to the plaintiff's great damage as aforesaid.

7th The Plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that the defendant, which operated on, before and since March 28th, 1906, a railroad through Limestone county, Alabama, using thereon engines locomotives and trains of cars, on to wit, March 28th, 1906, while running one of its said engines or locomotives over said road in said county, through the want of care or skill of the engineer, or other person, a servant of said defendant, in charge of said engine or locomotive, permitted fire to be communicated from said engine or locomotive to the dwelling house of the Plaintiff, from which said fire the dwelling house and a large part of its contents, the property of the plaintiff, was burned and destroyed, to plaintiff's great damage in the sum of, to wit, one thousand dollars.

8th The Plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that this defendant on, before and since March 28th, 1906, operated and run through Limestone county, Alabama, a railroad, using thereon engines or locomotives and trains of cars; that the defendant did on, to wit, March 28th, 1906, by its agents, servants or employees run and operated an engine or locomotive over and along its said road; and plaintiff avers that the engine or locomotive so operated by the defendant's agents, servants or employees on said day, on said road was so negligently, carelessly and insufficiently constructed or equipped as to emit large sparks of fire, by and from which fire the dwelling house of the plaintiff was set fire to and burned with a large part of its contents, the property of the plaintiff, ~~to the value of~~ to wit: one thousand dollars. To her great damage as aforesaid.

and burned or destroyed, to the great damage of this plaintiff as aforesaid.

9th The Plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that the defendant on, before and since March 28th, 1906, operated through Limestone County, Alabama, a railroad using thereon engines, or locomotives and trains of cars; that on, to wit, March 28th, 1906, this defendant, by its agents, servants or employees, did run and operate an engine or locomotive over and along its said road in said county, and the plaintiff avers that the engine or locomotive so operated by the defendant's agents, servants or employees on said day, on said road, was so negligently, carelessly or insufficiently constructed and equipped as to emit sparks of fire therefrom, by and from which sparks of fire the dwelling house and a large part of its contents, the property of the plaintiff, were set fire to and burned or destroyed, to the great damage of this plaintiff as aforesaid.

10th The plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that on, before and since March 28th, 1906, the defendant operated and ran a railroad in and through Limestone County, Alabama, using thereon engines or locomotives and cars; that on, to wit, March 28th, 1906, the defendant was operating or running one of its said engines or locomotives over said road, in said county, which was so carelessly, negligently or insufficiently, constructed or equipped, or constructed and equipped, as that sparks of fire therefrom were communicated to the dwelling house of the plaintiff, from and by which sparks of fire the dwelling house of the plaintiff and a large part of its contents, the property of the plaintiff, were burned and destroyed, all to her damage as aforesaid.

11th The plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that on, before and since March 28th, 1906,

The defendant operated and ran in and through Limestone county, Alabama, a railroad using thereon engines or locomotives and cars; and the plaintiff avers that on, to wit, March 28th, 1906, the defendant, by its agents, servants or employees, ran and operated an engine or locomotive over and along its said road, in said county and the plaintiff avers that the engine or locomotive so operated or run by the defendant's agents, servants or employees, on said day, on said road, was so negligently and carelessly managed or operated as to emit large sparks, or sparks of fire therefrom, by or from which the dwelling house of the plaintiff was set fire to and burned, together with a large part of its contents; all to plaintiff's damage as aforesaid.

1 2th The plaintiff claims of the defendant the said and like sum of one thousand dollars damages, for that, on, before and since March 28th, 1906, the defendant operated and ran through Limestone county, Alabama, a railroad using thereon engines or locomotives and cars; that the agents, servants or employees of the defendant on, to wit, March 28th, 1906, in charge of a locomotive or engine of the defendant then and there being operated or run over and along the said road of the defendant were so wanting in care or skill in running or operating of such engine or locomotive as that sparks of fire were emitted therefrom of such size and in such quantity and with such force or under such circumstances as to set fire to and burn and destroy the dwelling house of this plaintiff, together with a large part of the contents of such dwelling house; all to plaintiff's damage as aforesaid.

Thos. C. McEllan

Attorney for Plaintiff.

I have executed the within writ April 28th, 1906, by leaving a copy of the within summons and complaint with C. M. Hamblin, Station agent at Athens, Alabama, for the Louisville and Nashville Railroad Company.

E. F. Puryear
Sheriff

W.B. Norwood Plff. }
 #950 U.S. }
 R. Clay Sherrill Deft }
 Be it remembered that unto the October term 1906, of the Circuit Court of Limestone county, Alabama, was returned a summons and complaint in words and figures following, to wit:
 Circuit Court.

The State of Alabama }
 Limestone County }
 To any Sheriff of the State of Alabama, Greeting:
 You are hereby commanded to summon R. Clay Sherrill to appear at the next term of the Circuit Court to be held for said county, at the usual place for holding the same, then and there to answer the complaint of W.B. Norwood.
 Witness this the 1st day of May, A.D. 1906.

J. E. Glenn, Clerk

Complaint

W.B. Norwood, Plaintiff,
 #950 U.S.
 R. Clay Sherrill, Defendant }
 The Plaintiff claims of the Defendant one hundred and seventy-three dollars, \$173⁰⁰, due from him by account on, to wit: the 2nd day of November, A.D. 1905; and the like sum for goods, wares, merchandise and chattles sold by Plaintiff to Defendant on the 2nd day of November, 1905; and the like sum for work and labor done by Plaintiff for Defendant at the request of the said Defendant, on, to wit, the 2nd day of November, 1905; and the like sum for work and labor done and performed and for materials furnished and used in building and improving certain realty hereinafter described by Plaintiff for Defendant at the request of the Defendant; which several sums of money, together with the interest thereon are now due and unpaid, And Plaintiff avers that said several sums of money are due Plaintiff under and by virtue of a contract between Plaintiff and Defendant for work and labor done and performed and materials furnished and used for building and improving the following described property to wit:
 Lot number three in Block number thirty-two in the town of Athens, county of Limestone, state of Alabama, running north and south 171 feet with the G. & N. Railroad and east and west 128 feet, lying just south of the property owned by G. L. Sherrill and wife, and being the site of the new warehouse known as Clay Sherrill's ware-house and the said ware-house, The account for said work and labor done and materials furnished is as follows, to wit:

R. Clay Sherrill

Dr.

In account with

W.B. Norwood

Cr.

Sept. 30, 1905: To 2332 ft Lumber

25.65

Oct 7 1905: " 2522 "

27.74

		53.39
Oct 7, 1905	To 2864 ft Lumber	31.52
" 11	" Labor, Brick & Lime	141.05
" 11, 1905	" Lawson Brandon for labor	4.80
"	" Otis Scott	2.00
"	" Ditch around piers	.50
" 14	" 2710 ft Lumber	29.81
" 14	" 3319 " "	36.50
"	" 1062 " "	11.68
"	" 4 yds. Sand	15.00
"	" 2 M. Brick	13.00
"	" 7 Kegs nails	19.95
"	" 1 Bundle Shingles	1.00
"	" Unloading Brick from barge	7.50
"	" Hauling Brick, Sand, Iron	2.50
"	" Labor Masons & Carpenters	26.25
Nov. 2, 1905	" Rent on water pipe	1.00
"	" Drawing Plans & Bills	25.00
"	" 19 Days Service	9.00
	Total	517.45

Sept. 30, 1905	By Check	23.65
Oct. 3, 1905	" Check	13.75
" 7, 1905	" Check	186.56
" 14, 1905	" "	104.24
	" Cash for Nails	4.25
	Total	344.45

Nov. 2, 1905, To Balance \$173.00

And the Plaintiff avers that said ware-house and property was and is owned by the Defendant and was owned by him at the time said labor was done and materials furnished; and that the Plaintiff was the original contractor therefor, and within six months after said indebtedness accrued, to wit: on the 30th day of April, A.D. 1906, the Plaintiff filed with the Judge of Probate of the county of Limestone, State of Alabama, a just and true account of the said demand due the Plaintiff, after allowing all just credits, in words and figures as follows, to wit:

The State of Alabama }
 Limestone County } I, W.B. Norwood, hereby claim a
 lien upon the following described property, to wit:
 Lot number three in Block number thirty-two in the
 Town of Athens, County of Limestone, State of Alabama,
 running north and south 171 feet with the L & N Railroad
 and east and west 128 feet, lying just south of property
 owned by G.L. Sherritt and wife, and being the site of the

new warehouse known as Clay Sherrill's warehouse and the said warehouse. To secure the payment of one hundred and seventy-three dollars (\$173.00), being the balance due on a debt or account for work and labor done and performed and material furnished and used in building said ware-house, after deducting all just credits, The said account was due and payable on the 2nd day of November, A.D. 1905. Clay Sherrill, recently of Athens, Alabama, whose present address is to the affiant unknown, is the owner of said premises, and W.B. Norwood, the affiant, was the original contractor for the building of said ware-house.

W.B. Norwood.

The State of Alabama
 (Union County)
 #950.

Before me, George Malone, Judge of Probate in and for said County and State. This day personally appeared W.B. Norwood who is known to me and who being first duly sworn, deposes and says that he is the W.B. Norwood mentioned in the foregoing statement that he has personal knowledge of the facts therein stated. That the facts therein stated are true.

W.B. Norwood.

Sworn to and subscribed to before me this the 30th day of April, A.D. 1906. George Malone.
 Judge of Probate.

And the plaintiff claims a lien upon the said land and warehouse above described under Sections 2723, et etc. Sec. of the Code of Alabama. for the satisfaction of said claim.

Edw. Pettus.
 Atty. for Plaintiff

Filed May 1st 1906.
 J.C. Allen - clerk.

Warren, Neely & Company
#951
W. L. Myers.

Be it remembered that into the October term 1906 of the Circuit Court of Timestone County Alabama was returned a summons and complaint in words and figures following to wit:

State of Alabama
Timestone County
#951.

Circuit Court.

To any Sheriff State of Alabama - Greeting;

You are hereby commanded to summon W. L. Myers to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, then and there to answer the complaint of Albert S. Warren, Geo M. Neely, Wm. C. Dibrell, Horace Prierson, Samuel D. Clark, M. M. Pride, Peyton Robertson, and Leonard P. Thornburgh, partners trading and doing business under the firm name and style of Warren, Neely & Company.

Witness this 5th day of May, 1906.

J. E. Clemen Clerk

Complainant.

Albert S. Warren, Geo. M. Neely,
Wm. C. Dibrell, Horace Prierson,
Samuel D. Clark, M. M. Pride,
Peyton Robertson, Leonard P. Thornburgh
Partners trading and doing business
under the firm name and style of
Warren, Neely & Company
V. S.

Plaintiffs

W. L. Myers

Defendant

1st The Plaintiffs claim of the Defendant the sum of Four Hundred and Forty-seven dollars, due from him by account on, to wit, the 24th day of April, 1906, which sum of money, with the interest thereon, is still unpaid. The said account is verified by affidavit.

2nd The Plaintiff claims of the Defendant the like sum of Four Hundred and Forty-seven Dollars, due from him by account for merchandise, goods and chattels sold by the Plaintiffs to the Defendant on, to wit, the 21st day of Sept. 1905, and the 10th day of Oct. 1905, which sum of money, with the interest thereon from to wit, the 24th day of April, 1906, is still unpaid. The said account is verified by affidavit.

W. S. Sanders

Attorney for Plaintiffs

Filed May 5th, 1906,

J. E. Clemen Clerk

I have executed the within writ May 9th, 1906,
by leaving a copy of the within summons and complaint
with H. L. Moyers, Defendant.

E. F. Puryear - Sheriff
By W. M. Vinson, Special Deputy
Sheriff,

Lorenzo D. Landreth } Be it remembered that unto the October
#952 V.S. } term 1906, of the Circuit Court of
Louisville and Nashville } Limestone County, Alabama, was
Rail Road Company } returned a summons and complaint
in words and figures following, to wit:
Circuit Court.

The State of Alabama, }
Limestone County } To any Sheriff of the State of Alabama Greeting;
#952 } You are hereby commanded to summon The Louisville and
Nashville Railroad Company, to appear at the next term of the
Circuit Court to be held for said County, at the usual place of
holding the same, then and there to answer the complaint
of Lorenzo D. Landreth,
Witness this 6th day of June, 1906,
J. E. Glen Clerk

Lorenzo D. Landreth Plff }
#952, V.S. }
The Louisville and Nashville }
Railroad Company Defts } The Plaintiff claims of the Defendant
the sum of Nineteen Hundred and Ninety-Nine Dollars
damages, for this, that on before and since May 25th, 1906,
the Defendant was a common carrier of passengers for
hire; that on, to wit; May 25th, 1906, the agents, servants or
employees of the defendant at Athens, Alabama, had for
this Plaintiff a ticket from Athens, Alabama, to Jackson,
Tennessee, and had so notified this Plaintiff; that on,
to wit; May 25th, 1906, the Plaintiff demanded said ticket
of the agents, servants or employees of the Defendants
at Athens, Alabama, but the said agents, servants
or employees of the Defendant wilfully, wantonly
or maliciously failed or refused to deliver said
ticket to Plaintiff as was their duty to do, wherefore,
Plaintiff was and is damaged in the sum
aforesaid.

Jno. B. McLellan
Thos. C. McLellan
Attorneys for Plaintiff

Filed June 6th, 1906.

J. E. Glen Clerk

I have executed the within writ June 6th, 1906, by leaving a copy of the within summons and complaint with E. M. Hamblin Station agent of the Louisville and Nashville Railroad Company at Athens, Alabama,

E. F. Puryear
Sheriff

Jessie Gray, Plff.
VS. #953-
L. V. N. R. R. Co.
Def't.

Circuit Court Oct. 1906

But it is remembered that unto the October Term 1906 of the Circuit Court of this Limestone County Alabama was returned a summons and complaint in words and figures following to-wit:

The State of Alabama
Limestone County
#953.

Circuit Court

To any Sheriff of the State of Alabama. Greeting:
You are hereby commanded to summon The Louisville and Nashville Railroad Company to appear at the next term of the Circuit Court to be held for said County at the usual place of holding the same. Then and there to answer the complaint of Jessie Gray:

Witness this 6th day of June 1906. J. E. Glenn, Clerk.

Complaint.

Jessie Gray, Plff.
#953. VS.
L. V. N. R. R. Co. Def't.

The plaintiff claims of the Defendant the sum of Nineteen hundred and Ninety Nine & no/100 dollars damages for this: That on before and since May 26th 1906 the defendant was a common carrier of passengers for hire: That on to-wit May 25th 1906 the agents, servants or employees of the defendant at Athens, Alabama, had for this plaintiff a ticket from Athens to Jackson Tennessee, and had so notified this plaintiff that on to-wit May 25th 1906 the plaintiff demanded said ticket.

of the agents servants or employees of the defendant at Athens, Alabama. but the said Agents servants or employees of the defendant. Willfully Wantonly or Maliciously failed or refused to deliver said ticket to plaintiff as was their duty to do. Wherefore plaintiff was and is damaged in the sum aforesaid.

Jno. B. McEllan
Thos. E. McEllan
Attys. for Plaintiff.

I have executed the Within writ June the 7th 1906. by leaving a copy of the Within Summons and complaint with E. M. Hamblin Station Agent of the Louisville and Nashville Railroad company at Athens, Alabama.

E. F. Coneyear Sheriff
By H. Legg - D.S.

Rhoda Benman. Plff
#954 & 15
L. T. M. R. Co. Deft.

Circuit Court. Oct Term 1906.

Be it remembered that with the October term 1906 of the circuit court of Limestone County Alabama was returned a Summons and complaint in words and figures following to Wit:

The State of Alabama
Limestone County
#954

Circuit Court.

To any Sheriff of the State of Alabama: Greeting:

You are hereby commanded to Summons The Louisville and Nashville Railroad company to appear at the next term of the circuit court to be held for said county, at the usual place of holding the same. There and there to answer the complaint of Rhoda Benman.

Witness this 6th day of June 1906.

J. B. McEllan
Clerk.

Rhoda Bannan. Plff } Complaint.

#954 } 15.

L. T. N. R. Co. Defi }

The plaintiff claims of the defendant the sum of nineteen hundred and ninety nine & no/100 dollars. for this that on before and since May 25th 1906. The defendant was a common carrier of passengers for hire: That on to-wit May 25th 1906. The agents, servants, or employees of the defendant at Athens, Alabama, had for this plaintiff a ticket from Athens Alabama to Jackson Tennessee, and had so notified this plaintiff That on to-wit May 25th 1906. The plaintiff demanded said ticket of the Agents, servants, or employees of the defendant at Athens, Alabama. but the said agents, servants or employees of the defendant, willfully, wantonly or maliciously failed or refused to deliver said ticket to plaintiff as was their duty to do. Wherefore plaintiff was and is damaged in the sum aforesaid.

Jas. B. McCallum
Thos. E. McCallum

Filed June 6th 1906.

J. C. C. Clerk. Atty's for Plaintiff

I have executed the within writ June 7th 1906. by leaving a copy of the within summons and complaint with E. M. Hamblin Station agent of the Louisville and Nashville Railroad Company at Athens Alabama.

E. H. Curyear, Sheriff
By H. Legg-

Cora Landreth. Plff }

#954 } 15.

L. T. N. R. Co. Defi }

Circuit Court. Oct. Term 1906.

Be it remembered that unto the October term 1906. of the Circuit Court of said County and State aforesaid. Was returned a summons and complaint in words and figures following to-wit.

State of Alabama)
Limestone County)
#956-

Circuit Court.

To My Sheriff of the State of
Alabama, Greeting:-

You are hereby commanded to Summon
The Louisville and Nashville Railroad Company
to appear at the next term of the Circuit Court
to be held for said County, at the usual place
of holding the same. There and there to answer
the complaint of Cora Landrith.
Witness this 6th day of June 1906.

J. E. Glenn, Clerk.

Complaint.

#956- Cora Landrith. Plaintiff. VS. The L. & N. R. Co
Def.

The plaintiff claims of the defendant the
Sum of Nineteen Hundred and Ninety Nine and
no/100 dollars damages for this: That on before and
since May 20th 1906. The defendant was a common
carrier of passengers for hire: That on to wit. May
20th 1906. The agents servants or employees of the defendant
at Athens Alabama had for this plaintiff a ticket
from Athens Alabama to Jackson Tennessee.
and had so notified this plaintiff: That on to wit.
May 20th 1906. The plaintiff demanded said ticket of
the Agents servants or employees of the defendant at
Athens Alabama. But the said Agents servants
or employees of the defendant. Willfully wantonly or
maliciously failed or refused to deliver said ticket
to plaintiff as was their duty to do. Wherefore
plaintiff was and is damaged in the Sum.
aforesaid.

Jno. B. McEllam
Thos. E. McEllam

Filed June 6th 1906.

J. E. Glenn, Clerk.

Atty. S. for Plaintiff

I have Executed the Within writ
June 7th 1906. by leaving a copy of the Within
Summons and complaint With
C. M. Hamblin Station agent of The
Louisville and Nashville Railroad Company
at Athens Alabama.

E. F. Perryman
By H. Legg
Deputy Sheriff. Sheriff

Lotta Gray Plaintiff } Circuit Court.
 #956. N.S. } Oct. Term 1906.
 L. T. N. R. R. Co. Defl- }

Be it remembered that into the October term 1906. of the Circuit Court of said county, was returned a summons and complaint in words and figures following to-wit:

The State of Alabama } Circuit Court-
 Limestone County }

To any Sheriff of the State of Alabama. Greeting:-

You are hereby commanded to summon The Louisville and Nashville Railroad Company to appear at the next term of the Circuit Court to be held for said County at the usual place of holding the same there and there to answer the complaint of Lotta Gray -

Witness my hand this the 6th day of June 1906.
 J. B. Allen. Clerk.

Lotta Gray Plff. } Complaint.
 #956. N.S. }
 The L. T. N. R. R. Co. Defl- }

The plaintiff claims of the defendant the sum of Nineteen Hundred and Ninety Nine Dollars damages due for this: That on or before and since May 25th 1906 the defendant was a common carrier of passengers for hire. That on to-wit May 25th 1906 the Agents, Servants or employees of the defendant at Athens, Alabama had for this plaintiff a ticket from Athens, Alabama to Jackson, Tennessee and had so notified this plaintiff. That on to-wit May 25th 1906 the plaintiff demanded said ticket of the Agents, Servants or employees of the defendant at Athens, Alabama. but the said Agents, Servants or employees of the defendant, Willfully, Wantonly or Maliciously, failed or refused to deliver said ticket to plaintiff as was their duty to do.

Wherefore plaintiff was and is

Damaged in the same as follows:

Jno. B. McCallan
Thos. C. McCallan

Filed June 6th A.D. 1906. Atty 5 for Plaintiff
J. H. Hamblin Clerk.

I have executed the Within writ
June 7th 1906. by leaving copy of the Within
Summons and complaint. With E. M.
Hamblin. Station Agent. of The Louisville
and Nashville Railroad Company at Athens
Alabama.

E. H. Puryear. Sheriff
By H. Legg. S.S.

By her next friend Lorenzo D. Landroth
Cary Len Landroth, Plff.
#957. VS.
L. & N. R. R. Co. Deft.

Circuit Court
October Term 1906.

Be it remembered that into
The October Term 1906. of the Circuit Court
of said County was returned a Summons and
complaint in words and figures following
to wit:

State of Alabama
Limestone County

Complaint.

To Any Sheriff of the State of Alabama

Greeting:
you are hereby commanded to
Summon The Louisville and Nashville Railroad
Company to appear at the next term of the Circuit
Court to be held for said County at the usual
place of holding same. Then and there to answer
the complaint of Cary Len Landroth by her
next friend Lorenzo D. Landroth

Witness this 6th day of June. 1906. J. H. Hamblin Clerk
Complaint.

Cary Len Landroth by her next friend Lorenzo D. Landroth.
#957. VS.
The Louisville Railroad Company. Deft.

The Plaintiff by her next friend Lorenzo D. Landreth. Claims of the Defendant the Sum of Nineteen Hundred and Ninety Nine Dollars Damages for this that on before and since May 25th 1906. The Defendant was a common carrier of passengers for hire:

That on to wit May 25th 1906. 1906. The agents Servants or employees of the defendant at Athens Alabama had for this plaintiff a ticket from Athens Alabama to Jackson Tennessee. and had so notified this plaintiff that on to wit May 25th 1906. The plaintiff demanded said ticket of the Agents Servants or employees of the defendant at Athens Alabama. but the said Agents Servants or employees of the defendant Willfully Wantonly or Maliciously failed or refused to deliver said ticket to plaintiff as was their duty to do. Wherefore plaintiff was and is damaged in the Sum aforesaid.

Geo. B. McPhellan
Chas. C. McPhellan

Filed June 6th 1906.
J. C. Clemens Clerk.

Attys. for Plaintiff

I have executed the Within writ June 7th 1906. by leaving a copy of the Within Summons and complaint with C. M. Hamblin Station Agent of the Louisville Railroad Company at Athens Alabama.

E. T. Runyewer
Sheriff
By H. Legg, J.S.

Stella Landreth. By her next friend Lorenzo D. Landreth. Plaintiff.
#958 VS.
The Louisville Nashville R.R. Co. Def.

Circuit Court.

Be it remembered That unto the October Term 1906. of the Circuit Court of said county. was returned a Summons and complaint in words and figures following. to wit.

The State of Alabama Circuit Court. Oct. Term 1906.
 Limestone County }
 #758.

To my Sheriff of the State
 of Alabama, Greeting—
 you are hereby commanded to
 summon The Louisville and Nashville
 Railroad Company to appear at the next
 term of the circuit court to be held for
 said county at the usual place of
 holding the same. Then and there to
 answer the complaint of Stella Landroth
 by her next friend Lorenzo D. Landroth.

Witness this 6th day of June 1906.

J. E. Glenn Clerk.

Stella Landroth. By her next friend } Complaint.
 Lorenzo D. Landroth. Plaintiff.

VS—
 The Louisville and Nashville R.R. Co. next friend Lorenzo
 D. Landroth. Claims of

The Defendant. The sum of Nineteen Hundred
 and Ninety Nine Dollars damages for this
 that on before ^{and} since May 25th 1906. The defendant
 was a common carrier of passengers for line
 that on to-wit. May 25. 1906. The agents servants or employees
 of the defendant at Athens Alabama had for
 this plaintiff a ticket from Athens Alabama
 to Jackson Tennessee and had so notified
 this plaintiff that on to-wit. May 25th 1906. The
 plaintiff demanded said ticket of the agents—
 servants or employees of the defendant at Athens
 Alabama but the said agents servants or
 employees of the defendant willfully
 wantonly or maliciously failed or refused
 to deliver said ticket to plaintiff as was
 their duty to do. Wherefore plaintiff was
 and is damaged in the sum aforesaid.

Filed June 6th 1906.

J. E. Glenn
 Clerk.

Jno. B. McClellan
 Theo. C. McClellan

Atty. for Plff.

I have executed the within
 writ June 7th 1906. by leaving a copy of the within
 summons and complaint with C. M.
 Hamblin Station Agent of the L. & N. R. Co. at
 Athens Ala. E. H. Puryear Shiff-Booth L. & S.

Milton C. Grisham as The Administrator of The Estate of
B. F. Grisham. Deceased. - - - - - Plaintiff
VS.
#939

John M. Morris^{sr} John Morris^{jr} and Walter Morris Defendants

Be it remembered that unto the October Term 1906 of The Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to wit:

The State of Alabama) Circuit Court.
Limestone County) To any Sheriff of The State of Alabama
Greeting=

You are hereby commanded to summon John M. Morris^{sr} John Morris^{jr} and Walter Morris to appear at the next term of the circuit court to be held for said county at the usual place of holding the same. Then and there to answer the complaint of Milton C. Grisham as The Administrator of the estate of B. F. Grisham deceased.

Witness my hand this the 15th day of June A. D. 1906 J. E. Clemens Clerk.

Complaint.

Milton C. Grisham as The Administrator of The Estate of B. F. Grisham - - - - - Plaintiff
VS.

John M. Morris^{sr} John Morris^{jr} and Walter Morris Defendants.

1. The said Milton C. Grisham as Administrator of The Estate of B. F. Grisham deceased. Plaintiff Claims of the said John M. Morris^{sr} John Morris^{jr} and Walter Morris Defendants. The sum of Thirty Thousand Dollars damages for the wrongful shooting of plaintiff's intestate with a pistol. Whereby the death of plaintiff's intestate was caused. And it is averred that Milton C. Grisham is Administrator as aforesaid.
2. The plaintiff claims of the defendants. The like sum of Thirty Thousand Dollars damages for the wrongful unlawful malicious and willful shooting of plaintiff's intestate with a pistol by the said defendants on to wit the 25th day of

June, A. D. 1904, whereby the death of the Plaintiff's intestate was caused.

3. The Plaintiff claims of the Defendants the like sum of Thirty Thousand Dollars damages for the felonious shooting of Plaintiff's intestate by the said defendants on to wit, the 25th day of June, A. D. 1904, whereby the death of Plaintiff's said intestate was caused.

4 The Plaintiff claims of the Defendants the like sum of thirty thousand dollars damages for this: That on to wit, the 25th day of June, A. D. 1904, B. F. Grisham Plaintiff's intestate, was lawfully at Baker's Mill, in Limestone County, Alabama, where there was a large gathering of people, the occasion being a neighborhood barbacue or picnic; that John M. Morris, Sr. and his two sons John Morris, Jr. and Walter Morris, the defendants, came to said place, some of them armed with pistols; that while there the said defendants unlawfully shot Plaintiff's said intestate with a pistol, whereby the death of Plaintiff's said intestate was caused; that said shooting was done in pursuance and as the result of a conspiracy on the part of said defendants to commit an unlawful act, to wit, to take the life of Plaintiff's intestate.

The Plaintiff claims of the defendants the like sum of thirty thousand dollars damages for this: That on to wit, the 25th day of June, A. D. 1904, B. F. Grisham Plaintiff's intestate, was lawfully at Baker's Mill, in Limestone County, Alabama, where many people were present, the occasion being a neighborhood barbacue or picnic; that John M. Morris, Sr. and his two sons, John Morris, Jr. and Walter Morris, the Defendants came to said place on said occasion, some of them being armed with pistols; that John M. Morris, Sr. and Plaintiff's said intestate became engaged in an altercation or difficulty; that shortly after said altercation or difficulty had ended and Plaintiff's intestate had withdrawn and retired from the same, the said John M. Morris, Sr. held the attention of Plaintiff's intestate by fumbling in his (John M. Morris, Sr.'s) pocket as if to draw a weapon and thus aiding and abetting the said John Morris, Jr. when the said John Morris, Jr. came up quickly and unlawfully shot Plaintiff's intestate with a pistol whereby the death of Plaintiff's intestate was caused. Hence this suit.

Erle Puttus

Attorney for the Plaintiff.

The Plaintiff demands a jury to try the issues of this cause.

Erle Puttus, atty. for the Plaintiff

The State of Alabama } I, J. E. Clem, as clerk, hereby certify that the
Limestone County } within complaint was duly filed in my
office on this the 15th day of June A.D. 1906.

J. E. Clem,
Clerk of Circuit Court.

Executed by serving a copy of the within on John M. Morris Sr. and
Walter Morris This June 21st 1906.

E. F. Puryear Sheriff
By H. Legg D.S.

Mary Francis Adkins } Be it remembered that unto the October
\$960 V.S. } term 1906, of the Circuit Court of Limestone
Israel & Joanna Houston } County, Alabama was returned a summons
and complaint, Appeal Bond etc. in words
and figures following, to wit,

State of Alabama } Justice's Court.
Limestone County } To any lawful officer of said County: Greeting.
Summons Israel Houston & Joanna Houston to appear before
me on the 9th day of June 1906, at my office, to answer the
complaint of Mary Francis Adkins, and then and there
make return of this summons. Issued the 6th day of June 1906.
Porter Bibb N.P. & J.P.

Complaint.

The Plaintiff claims of Defendant the following personal property
one white tail Heifer not quite two years old marked with
swallow fork in each ear. as the property of the Plaintiff.
Executed in full June 7th, 1906.

W. J. Roberts, Constable.

Filed July 7th 1906, J. E. Clem clerk.

State of Alabama } To any constable of said County: - Whereas
Limestone County } W. H. Hayes, Jno. H. Peebles, Jno. E. Oliver, Joe Bailey, Robt. L.
Sterclivant, Harris Rynn and T. H. Warrin have been duly
drawn by me as jurors to try an appeal to a jury taken by
Mary Francis Adkins from a judgment rendered by me
against him in favor of Israel & Joanna on the 9th
day of June 1906. You are therefore hereby commanded to
summon the said jurors above named, to appear at the
next regular term of my Court, to be held on the 16th day of June 1906,
then and there well and truly to try all issues
submitted to them by me, and a true verdict to render,
according to the law and evidence. And have you then
and there this writ with your endorsement thereon.
Given under my hand this 12th day of June A.D. 1906.

Porter Bibb N.P. & Exoff.

Justice of the Peace

Executed by serving the within subpoena individually upon each juror mentioned therein. June 16th, 1906.

W.S. Roberts Constable.

Filed July 7th, 1906. J.E. Glenn - Clerk

State of Alabama } Justices Court of Porter Bibb N.P. & J.P.
Limestone County }

Mary Francis Adkins
V.S.

} Common law action of Detinue for the
Israel Houston & Joanna Houston recovery of a white tail black heifer not quite two years old, marked with a swallow fork in each ear, 1904, June 6th - Summons issued to Constable W.S. Roberts with Subpoena for Eveline Walton, Lewis Tidale, Ed Edwards, Robt. Jones, and Morton Harris witnesses for Plaintiff, and Byrd Houston, Mandy Houston, Anderson Houston, Willie Houston, Louis Houston and Emmanuel Jackson witnessed for Defendant. June 9th Come the parties. The allegations and the proof being heard, it is considered by the Court that the same does not sustain the Plaintiff. That the Plaintiff Mary F. Adkins do not recover the property sued for, and that said Plaintiff be taxed with the costs.

Costs

Summons & Complaint	50	Ex. 11 Subpoenas	1.00	Docket	10	Trial	1.00	
Ex. Summons	50	Ex. 11 Subpoenas	2.00					3.25
								3.25

June 12th Comes the Plaintiff and prays an appeal to a jury in Justices Court of Porter Bibb, which is granted on her entering into bond according to law, trial set for June 16th 1906 - Defendant notified of appeal and Veniery issued to Constable Roberts for the jury.

June 16th Comes the jury and cause is continued on motion of Plaintiff to June 19th - June 19th continued by Plaintiff to June 22nd June 22nd Comes Defendant in person and by Atty. Wm. M. Hundley, motion by Plaintiff for continuance denied on objection by Atty. for Defendant. and at 12 o'clock noon June 22nd 1906 on motion of Defendant the case is dismissed for want of prosecution the Plaintiff tho; nearby and being called repeatedly refused and failed to come into Court.

June 23rd Comes Thos. B. McLeellan Atty. for Plaintiff and files under oath an application to set aside the order and judgment of this Court made June 22nd

This application considered by the Court and after reference to the Atty. for the Defendant the Court agreed to open the case or reinstate it on the Docket on condition that costs to date be paid by Plaintiff.

Whereupon on June 30th The Plaintiff by Atty. McLeellan sued out a writ of certiorari returnable to the next term of the Circuit Court of this county, Defendant is

July 2nd notified of this writ. July 6th All papers with transcript sent up to clerk of Circuit Court in accordance to said writ.

Costs Bill

Appeal to Jury Bond, Issuing Venery, & subps.	1.90
2 Continuances, Notice to Deft. of Appeal to Jury,	.75
Notice to Deft. of application by certiorari	<u>.25</u>
	3.90
Executing & subps. Summs. Jury	3.00

Attendance Jurors

Jns. H. Peebles 2 Days,	1.00	
Joe. Bailey 3 "	1.50	
R. L. Sturdivant 2 "	1.00	
John C. Oliver 3 "	1.50	
W. H. Hayes 2 "	1.00	
T. H. Warren 3 "	1.50	
Harrie Rumm 2 "	1.00	8.50

Costs in first trial

Belle Mina Ala. July 6th, 1906.

I certify that this is a true

Transcript of my Docket in this case and that all the papers are herewith enclosed,

Porter Bibb N.P. & J.P.

Filed July 7th, 1906.

J. E. Clem, Clerk

State of Alabama } Justices Court of Porter Bibb N.P. & J.P.
Limestone County } Now all men by these presents that we Mary Francis Adkins, Ed. Edwards and Theo. Westmoreland are held and firmly bound unto Israel and Joanna Houston in the sum of twenty dollars and fifty cents (\$25.00), for the payment of which well and truly to be made we bind ourselves and each of us our and each of our heirs, executors and administrators jointly and severally, and we waive all rights to claim of exemption under the Constitution and Laws of the State of Alabama. But upon condition that if the above bound Mary Francis Adkins shall prosecute to effect an appeal taken by her this day to a jury in said Justices Court of Porter Bibb Limestone County, on Thursday 11th June, 1906, from a judgment rendered against her in favor of Israel and Joanna Houston by Porter Bibb N.P. Ex Off. J.P. for said county, for the sum of ten and 20/100 dollars costs or if she fail in such appeal shall pay such judgment as may be rendered against her by said Justices Court then in either of said events this obligation to be void otherwise to remain in full force and effect. Given under our hands and seals this 11th day of June 1906.

Approved June 12th 1906

Porter Bibb N.P. & J.P.

Filed July 7th 1906.

J. E. Clem Clerk

Mary F. Adkins Seal,
Eddie Edwards Seal,
Theo. Westmoreland Seal.

The State of Alabama } Justice's Court, Bench No. 11.

Limestone County } To Israel + Joanna Houston Defendants in said cause.

You are hereby notified that Mary F. Adkins the Plaintiff in the above entitled cause, has prayed an appeal to a jury in this Court from the judgment therein rendered by me, and having complied with the requirements of the law in such cases, the same has been granted and set for June 16th 1906, in Justice's Court of Porter Bibb at Belle Mina. Given under my hand this 12th day of June 1906.

Porter Bibb N.P. + J.P.

Executed June 12th 1906 by leaving a copy with Defendants

Filed July 7th 1906

W. F. Roberts Constable

J. E. Glenn Clerk

The State of Alabama } Justice's Court, Bench No. 11

Limestone County }

Mary Francis Adkins } To Israel + Joanna Houston Defendants in said cause.

v. b.

Israel Houston and
Joanna Houston

You are hereby notified that Mary F. Adkins the Plaintiff in the above entitled cause, has obtained a writ of certiorari from the judgment therein

rendered by me, on June 22nd 1906 the same has been granted to the next term of the Circuit Court of Limestone County to be held for Limestone County. Given under my hand this 2nd day of July 1906.

Porter Bibb N.P. + J.P.

Executed July 2nd 1906 by leaving a copy with Defendants

W. F. Roberts Constable

Filed July 7th 1906. J. E. Glenn Clerk

State of Alabama } In Justice's Court, Hon. Porter Bibb N.P. Ex. Off. J.P.

Limestone County } Belle Mina Precinct No. 11

Mary Francis Adkins } Comes the Defendants by their attorney and move the

v. b.

Israel Houston and
Joanna Houston

Court to dismiss the action in the said Court, the hour of 12 o'clock noon having arrived, as required by law, and the Plaintiff having been duly called and failing to answer.

Wm. M. Hundley Attorney for Defendants

Filed July 7th 1906, J. E. Glenn Clerk

The State of Alabama } In the Justice's Court of Hon. Porter Bibb.

Limestone County }

Mary Francis Adkins Plff. } Comes the Plaintiff by her attorney, and

v. b.

Joanna Houston Defendants

moves and prays the Court to set aside the order and judgment made and entered in said cause on Friday, June 22nd, 1906, and assigns these grounds:-

1.- Because her attorney was unavoidably absent from the trial and without the slightest fault on the part of the Plaintiff.

2nd Because her attorney who has been ill with malarial fever was misadvised as to the day and

date of the trial, being advised that the trial was set for Saturday June 23rd, 1906, whereas it seems to have been set for June 22nd, 1906. And the Plaintiff avers that the Hon. Jno. H. Peebles, one of the jurors summoned upon said trial, told the attorney for Plaintiff that said trial was set for Saturday, June 23rd, 1906, and the attorney for the Plaintiff in reliance upon said information and in accordance with the information he had previously received arranged to attend said trial on Saturday, June 23rd, 1906, and would have been there had said order and judgment not been rendered Friday previous.

3rd Because through and only by accident and mistake, superinduced by the serious illness of her attorney, Thos. C. McLellan, said Plaintiff was not represented on said trial on Friday, June 22nd, 1906, although she had made every effort and arrangement to have her attorney present on said day. The Plaintiff avers that but for the illness, which was serious, of her said attorney she would have been represented on said trial and her cause would have been properly presented to the court and jury. The Plaintiff avers that her failure to have an attorney was due to no fault or neglect of her own, but was solely due to the mistake in advising said attorney of the date of said trial. Where she prays and moves the court to set aside said order and judgment and to restore said cause to the docket of said court and that the same may be set down for another day for trial.

Thos. C. McLellan

Sworn to and subscribed before me this June 23rd, 1906.

The State of Alabama } To Hon. Peter Bibb, a notary Public } J. E. Glenn clerk
Limestone County } and Ex-officio Justice of the Peace with power of a Justice, in and
for said State and County;

We, being willing for certain causes to be certified of a plaint in our court before you, against Joanna Houston at the suit of Mary Francis Atkins of the plea detinue, do command you that without delay, the plaint aforesaid, with all things touching the same, as fully and entirely as they remain before you, by whatsoever name the Plaintiff and defendant may be called therein you certify to our next term of the Circuit Court of said County and State, together with the writ, that we may cause to be done what of right by law should be done.

Witness my hand this the 28th day of June, 1906.

Geo. Malone

Judge of the Probate Court.

Executed June 30th, 1906, by leaving this writ in the hands of Porter Bibb N.P. & Off.
Filed July 7th, 1906.

H. I. Roberts, Constable,

J. E. Glenn, clerk.

The State of Alabama, } Probate Court.

County of Limestone, } To Hon. Geo Malone as Judge of said Court:

Your petitioner, Edward Edwards, respectfully represents that he is the authorized agent of Mary Francis Atkins or Atkins, who is unable to be present to-day; that on the 22nd, day of June 1906, judgment was rendered against said Mary Francis Atkins or Atkins in favor of one Joanna Houston, by Peter Bibb, a Notary Public and ex-officio Justice of the Peace in Belle Mina, Alabama, of and for said county, by dismissing, upon motion of the aforesaid Defendant, Joanna Houston, a detinue suit instituted by said Mary Francis against said defendant, which judgment of dismissal carries the costs of said cause.

Your petitioner avers that said judgment was unwarranted in law by the facts of the case in this: that said Plaintiff had engaged an attorney to represent her; that said attorney was not informed what day said trial would take place, in fact was informed by one of the jurors summoned for said trial that the said trial would take place on June 23rd, instead of the 22nd instant; that Plaintiff appealed to the said Court to delay said trial till her attorney could be present, she being ignorant and wholly unable to attend to her rights on said trial and defendant was represented on said trial by a learned attorney at law; that although a valid and lawful reason was given and shown to the said Court that said trial should not be had in the absence of Plaintiff's attorney, the said Justice proceeded anyway and dismissed said cause and taxed Plaintiff with the costs thereof. Your petitioner avers that the attorney for said Plaintiff was then ill and unable to travel from Athens to Belle Mina had he been informed of the time of trial on that day. Your Petitioner avers that Plaintiff has a just cause of action; and that the property sued for, viz, a calf, is her property and this, if she is allowed a trial, she will establish by competent evidence. Your Petitioner avers that time for appeal has elapsed without fault on her part as the said Court has been considering whether said judgment would be set aside, and refused to do so without the performance of severe and unusual conditions by Plaintiff. Your Petitioner prays that your Honor will order a writ of certiorari to issue in said cause to Hon. Peter Bibb Notary Public and ex-officio Justice of the Peace, returnable to the next regular term of the Circuit Court of said county, in order that justice may be done.

Ed. Edwards

Sworn to and subscribed before me this June 28th, 1906.

Geo Malone

Judge of Probate.

The State of Alabama,
County of Limestone. } Know all men by these presents: That we Mary Francis
Adkins, Edward Edwards and Theo. Westmoreland are held and
firmly bound unto Joanna Houston in the sum of Twenty five
dollars, for the payment of which well and truly to be made
we bind ourselves, our heirs, executors and administrators,
jointly and severally hereby waiving our exemptions under
the laws of Alabama, sealed with our seals this the 28th day of June, 1906.
The condition of the above obligation is such, that, whereas, the said
Joanna Houston has obtained a judgment before Porter Bibb, Notary Public
and ex officio Justice of the Peace, of said county, on the 22nd day of June, 1906,
against the said Mary Francis Adkins, which carries costs of suit,
concerning which judgment the said Mary Francis Adkins has
obtained a writ of certiorari, returnable to the next term of the
Circuit Court of said county,
Now, if the said Mary Francis Adkins shall prosecute the said writ of
certiorari to effect; or failing therein, shall pay and satisfy the
judgment which may be rendered against her, in said cause,
by said Circuit Court, then the above obligation to be void, otherwise
to remain in full force and effect.

Approved June 28th, 1906.

Geo. Malone

Judge of Probate

Filed June 28th, 1906.

Geo. Malone, Judge of Probate,

Mary F. Adkins

Seal,

Ed. Edwards

Seal,

Theo. Westmoreland

Seal,

Lochie Gibson Rogers
V.B.
The Louisville and Nashville R.R. Co. Defh.
The State of Alabama
Limestone County

Plff. } Be it remembered that unto the October
term 1906 of the Circuit Court of Limestone
County Alabama, was returned a
Summons and complaint in words and figures following to wit,
Circuit Court.

To any Sheriff of the State of Alabama; Greeting: -
you are hereby commanded to summon The Louisville and Nashville
Rail Road Company, a corporation, to appear at the next term of the Circuit
Court to be held for said county, at the usual place of holding the same,
then and there to answer the complaint of Lochie Gibson Rogers.
Witness my hand, this the 20th day of July A.D. 1906.
J.E. Glenn, Clerk.

Lochie Gibson Rogers Plaintiff
#961 V.B.
The Louisville and Nashville
Rail Road Company Defendant
a corporation

Complaint

1st. The Plaintiff claims of the Defendant
corporation the sum of two thousand
dollars (\$2000.00), damages for this; that on,
to wit, the 25th day of July, A.D. 1905, the Defendant
corporation was engaged in operating its
line of rail way in the State of Alabama from Mobile, Alabama, through
Athens, Alabama, to Elkmont Alabama, and other points and running
thereon its engines, trains and cars, propelled by steam, for the
transportation of freight and passengers for hire; and Plaintiff
avens, that on, to wit, the 25th day of July, 1905, she purchased a
passenger ticket from Defendant or its agent in Mobile, Alabama,
entitling her to transportation as a passenger on Defendant's passenger
train from Mobile, Alabama, to Athens, Alabama, and Plaintiff
took passage on Defendant's passenger train leaving Mobile
on, to wit, the 25th day of July, 1905, and Plaintiff's ticket was duly
taken up by the agent of said Defendant on said train, and said
train reached Athens, Alabama the Plaintiff's destination soon
after midnight on the night of, to wit, July 25th 1905, and Plaintiff
avens that she is and was a woman and that she was
unattended on said trip, and that at the time she had with her
and in her care her five year old child; and Plaintiff further
avens that when the agent of Defendant corporation reached the
station of Athens, the Plaintiff's destination, she began to
prepare to leave said train, and immediately upon the
stopping of said train she started for the door of the car with
her child, but before she reached the door of the car the
train began to move forward and Plaintiff stopped; and soon
thereafter and before the train had gotten very far from
the said station she asked the conductor to buck the train
to the station and allow her to disembark, but the said
conductor failed and refused to buck the train to said
station as requested. And Plaintiff avens that instead
of allowing her to get off said train at her destination where
she would have been met at the train Defendant by and

through its agents carried her to Elkmont, Alabama, some miles beyond her destination and put her off there unattended in an unlighted and small village at about midnight in the night time with her little child, and her coming to Elkmont was unknown and there was no one there to meet her, And Plaintiff avers that she could not get back to Athens until the next afternoon, and that she was occasioned great trouble, anxiety, expense, fright and delay by the negligent and wrongful act of the Defendant in carrying her past her destination. And Plaintiff avers that her mother was very sick at Athens and that Plaintiff's trip from Mobile to Athens was in response to a telegram calling Plaintiff to the bed-side of her sick mother, and that by reason of Defendant's neglect and wrongful act in carrying Plaintiff past her destination the Plaintiff was greatly hindered and delayed in reaching the bed-side of her sick mother and was thereby caused great and grievous mental anxiety, anguish, pain and suffering. And that by reason of being put off in the little village of Elkmont as aforesaid Plaintiff was caused great fright, and physical discomfort, suffering and inconvenience, and was required to walk a great way to find shelter, to wit, a distance of a half a mile.

2nd The Plaintiff claims of the Defendant corporation the said sum of two thousand dollars \$2000.00; damages for this, to wit, the 25th and 26th days of July A.D. 1905; the Defendant corporation was engaged in operating its line of Railway in the state of Alabama from Mobile, Alabama, and other points, through Athens Alabama, to Elkmont, Alabama, and other points and running thereon its engines, trains and cars, propelled by steam, for the transportation of freight and passengers for hire; and Plaintiff avers that on, to wit, the 25th day of July 1905, she purchased a passenger ticket from Defendant, or its agents, in Mobile, Alabama, entitling her to transportation as a passenger on Defendant's passenger train from Mobile, Alabama to Athens, Alabama; and Plaintiff took passage on Defendant's passenger train leaving Mobile, Alabama, on, to wit, the 25th day of July, 1905; and Plaintiff's ticket was duly taken up by Defendant's agents on said train, and said train reached Athens, Alabama, the Plaintiff's destination soon after midnight on the night of, to wit, the 25th day of July, 1905; and Plaintiff avers that she is and was a woman and that she was unattended on said trip, and that at the time she had with her and in her care her five year old child, and Plaintiff further avers that when the agent of the Defendant reached the station of Athens, Alabama, she began to prepare to leave said train and was in readiness to leave said train but the agent of the

said Defendant in charge and control of said train, well knowing that the Plaintiff was a woman unattended and that it was in the night time and that her destination was Athens, Alabama, willfully failed and refused to stop said train at Athens, Alabama, a sufficient time for the Plaintiff to get off said train and Defendant by its agents intentionally carried Plaintiff through and past her destination and put her off said train in the little ^{unlighted} village of Elkmont, Alabama, whereby she was caused great fright, distress and mental and physical pain and anguish and suffering, and Plaintiff avers that by reason of said wrongful and intentional act of the Defendant acting by and through its agents she was greatly delayed in reaching the bedside of her sick mother and was put to great trouble and expense in reaching her destination to her great damage as aforesaid. Hence this suit.

Erle Pettus Attorney for Plaintiff.

Filed this the 20th day of July A.D. 1906.

J. E. Glenn, Clerk

Executed this the 21st day of July A.D. 1906, by leaving a copy of the within summons and complaint with L. M. Hamblin Station Agent for the Louisville and Nashville Rail Road Company at Athens, Alabama.

E. F. Puryear, Sheriff.

Yarbrough Bros. Plaintiffs } Be it remembered that unto the October term
\$942 U.S. } 1906 of the Circuit Court of Limestone County,
James Smith, Col. (Defendant) } Alabama was returned a summons and
complaint in words and figures following, to wit:
The State of Alabama } Circuit Court. October Term 1906.
Limestone County } To any Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summons James Smith, Col., to
appear at the next term of the Circuit Court to be held for said County,
at the place of holding the same, then and there to answer the
complaint of William Yarbrough and Walter Yarbrough, partners
trading and doing business under the firm name and
style of Yarbrough Bros.
Witness my hand this 11th day of August 1906.

J. E. Glenn, Clerk

William Yarbrough and Walter Yarbrough,
partners trading and doing business under
the firm name and style of Yarbrough Bros Plaintiffs
\$962 V.S.
James Smith Col, Defendant

Complaint
The Plaintiffs claim of
the Defendant the sum of
One hundred & fifty dollars
due by promissory note

made by the Defendant by the name of James Smith on, to wit,
Feby. 16th, 1904, and payable to the Plaintiffs by the name of Yarbrough Bros
on to wit the first day of November 1904, with interest thereon at the
rate of 8% per annum from said November 1st, 1904.
The Plaintiffs admit a credit on said note as of November 19th, 1904,
of thirty three \$33⁰⁰, dollars. The Plaintiffs claim further of the
Defendant the sum of 10% of the amount due on said note as
attorneys fee, a reasonable attorneys fee having been promised
for in said instrument for its collection and Plaintiff avers
that 10% is a reasonable fee. The Plaintiffs aver that the Defendant
waived in writing in said note all right of exemptions under the
Constitution and Laws of Alabama, as against the debt evidenced
by said note.

H. C. Thuch atty. for Plaintiffs
Filed August 11th, 1906.

J. E. Clem Clerk.
I have executed the within writ August 1906, by leaving a copy
of the within summons and complaint with James Smith Col,
Defendant.
E. F. Puryear Sheriff
H. Legg Deputy Sheriff

Joel W. Legg
\$963 V.S.
J. R. Brown

Be it remembered that unto the October, term
of the Circuit Court, 1906, of Limestone County
Alabama, was returned a summons and
complaint in words and figures following, to wit;
Circuit Court.

The State of Alabama)
Limestone County)
To any Sheriff of the State of Alabama
Greeting: - You are hereby commanded
to summon J. R. Brown to appear at the next term of the
Circuit Court to be held for said County, at the usual
place of holding the same, then and there to answer the
complaint of Joel W. Legg. Witness this the 18th day of September
A.D. 1906. J. E. Clem Clerk.

Joel W. Legg Plaintiff.
V.S.
J. R. Brown Defendant.

Complaint.
1- The Plaintiff claims of the Defendant
one hundred and twenty-seven and 18/100
Dollars, due by promissory note made by
him on the 1st day of January, 1904, and payable on the 15th day
of December, 1904, with interest thereon. And Plaintiff further
claims ten per cent. attorneys fees on such sum for the
collection thereof. And Plaintiff avers that said Defendant

waived in writing all claim to exemption as against this debt.

2nd. The Plaintiff claims of the Defendant the further and additional sum of twenty one and 0/100 Dollars, due by promissory note made by him on the 1st day of May, 1903, and payable on the 1st day of October, 1903, with interest thereon. And Plaintiff further claims ten per cent attorneys fees on such sum for the collection thereof. And Plaintiff avers that Defendant waived in writing all claim to exemption under the laws as against said debt.

Erle Pettus, Attorney for Plaintiff.

Filed September 18th 1906 J.E. Glenn, Clerk

Executed by serving a copy of the within summons and complaint on J.R. Brown the Defendant in the within cause, this September 11th A.D. 1906 E.P. Puryear Sheriff

By W.R. James Special D.S.

Joel W. Legg
V.S. 1903

Plea in Circuit Court.

J.R. Brown comes the defendant by his attorney and for answer to count one of said complaint pleads in short by consent the general issue, and the defendant pleads in short by consent the general issue to count two of said complaint.

H.C. Phach

Atty. for Defendant

Filed Oct 2nd 1906. J.E. Glenn Clerk

Joel W. Legg
V.S. 1904
James R. Brown

Be it remembered that unto the January term of the Circuit Court, 1907, of Limestone County Alabama, was returned a summons and complaint in words and figures following.

to wit: Circuit Court

The State of Alabama
Limestone County

To any Sheriff of the State of Alabama - Greeting: -

You are hereby commanded to summon James R. Brown to appear at the next term of the Circuit Court to be held for said County, at the usual place of holding the same, then and there to answer the complaint of Joel W. Legg.

Witness this the 18th day of September, A.D. 1906.

J.E. Glenn Clerk

Complaint

Joel W. Legg
V.S.

Plaintiff

James R. Brown Defendant

The Plaintiff claims of the Defendant One hundred dollars as the assignee of a note executed on the 23rd day of January, 1904, by Spot Elison, payable to the defendant on the 15th day of November, 1904, and assigned to the plaintiff, on which no suit has been brought against the maker for the reason that the maker has no known place

of residence in the state, with interest thereon, and plaintiff further claims ten per cent attorney's fees for collection and plaintiff avers that the defendant has waived in writing all rights to claim any exemption under the law as against this debt.

Eale Pettus Attorney for Plaintiff.

Filed Sept. 10th 1906. J.E. Glenn Clerk.

Executed by leaving a copy of the within summons and complaint with James R. Brown - This Sept. 11th 1906.

E.F. Puryear Sheriff

By W.R. James Special D.S.

The State of Alabama } In the Circuit Court

Limestone County }

964

Joel W. Legg
V.S.

} Comes the defendant and demurs to the
complaint in this cause filed and for grounds
James R. Brown assigned the following:

- 1- Because said complaint states no sufficient reason why the maker of said note has not been sued.
- 2- Because said complaint fails to allege that the maker of said note is a non resident of the State of Alabama and that service cannot be had on him.
- 3- Because said complaint fails to allege that the maker of said note has no property in the State of Alabama subject to said debt.
- 4- Because said complaint fails to allege that the maker of the note is not a resident of the State of Alabama.
- 5- Because said complaint fails to allege that the maker of said note is a non resident of the State of Alabama, and has no property in said State, subject to attachment through which proper service could be had on the maker of said note by proper and legal notice.
- 6- Because no sufficient reason is alleged why the maker of said note has not been sued.
- 7- Because said complaint fails to allege when said note was assigned to the plaintiff.

H.C. Phach Atty for Defendant

Filed Oct 2. 1906.

J.E. Glenn Clerk

The Long Distance Telephone and Telegraph Company,
a corporation, and the Long Distance Construction Company - Plaintiffs
9651 V.S.

Ida H. Pryor, E. P. Garrett, Porter Bibb, W. N. Richardson Defendants. } Be it remembered
that unto the January term 1907 of the Circuit Court of Limestone County
Alabama. was returned a summons and complaint in words and figures
following, to wit:

The State of Alabama }
Limestone County }

To any Sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon Ida H. Pryor, E. P. Garrett,
Porter Bibb, and W. N. Richardson to appear at the next term of the Circuit
Court to be held for said county, at the place of holding the same, then and
there to answer the complaint of the Long Distance Telephone and Telegraph
Company, a corporation, and the Long Distance Construction Company -
Witness my hand this the 18th day of September, A.D. 1906.

J. E. Glenn - Clerk.

The State of Alabama } Circuit Court.
Limestone County } Complaint -

9651 Long Distance Telephone and Telegraph Company, a corporation,
and the Long Distance Construction Company, Plaintiffs, for the use of the
Long Distance Telephone and Telegraph Company, a corporation -
V.S.

Ida H. Pryor, E. P. Garrett, Porter Bibb, W. N. Richardson, Defendants.

1. The Plaintiffs claim of the defendants One hundred and fifty
dollars damages for the breach of the condition of a bond made
by the defendants on the 17th day of November, 1905, payable to the plaintiffs
in the sum of one hundred and fifty dollars, which bond was as
follows: viz:

The State of Alabama } Fifth District.
Limestone County } Northern Chancery Division

Know all men by these presents that we, Ida H. Pryor, E. P. Garrett,
Porter Bibb, and W. N. Richardson are held and firmly bound unto
the Long Distance Telephone and Telegraph Company and the Long Distance
Construction Company in the penal sum of one hundred and fifty
dollars to be paid to said companies its successors or assigns, for the
payment of which we bind ourselves, jointly and severally, and each of
us our heirs, executors, and administrators firmly by these presents.
Witness our hands and seals this the 17th day of November, A. D. 1905.

Whereas, Ida H. Pryor has prayed an injunction against the Long Distance
Telephone and Telegraph Company, the Long Distance Construction Company,
and divers persons, whose names are unknown to Ida H. Pryor,
restraining and forbidding them or any of them from digging,
excavating, cutting trees or brush or otherwise constructing,
building, or operating, or using or maintaining a telephone or
telegraph line along or on the Decatur road in said county in
sections 28 and 21, Township 4, Range 4, west, or on or in her said
lands, in said sections until the right of way therefor has

been legally condemned as provided by law if the same may be done. Now, therefore, the condition of the above obligation is such that if the above bounden Idd H. Pryor, her executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid, all damages which any person may sustain by the suing out of said injunction, if the same is dissolved by the Court of Chancery on the bill filed by the said Idd H. Pryor, as aforesaid, then the above obligation to be void; otherwise to remain in full force and virtue.

Attest:

Porter Bibb.

Idd H. Pryor
E. P. Garrett
Porter Bibb
W. N. Richardson,,

Taken and approved this the 18th day of November, 1903.

Bessie Davis, Register.

And the plaintiffs say, the condition of the said bond has been broken by the defendants in this: That the said injunction remained in full force and effect until the 19th day of December, 1903; when the said injunction was dissolved by the Court of Chancery by the Chancellor in vacation on the bill filed by the said Idd H. Pryor; that the said plaintiffs sustained damages to the amount aforesaid by reason of the suing out of said injunction; that neither the said Idd H. Pryor, nor any one else, has paid the said damages or any part thereof, or caused the same to be done.

And Plaintiffs aver that the Long Distance Telephone and Telegraph Company was engaged in a public enterprise, to wit: the building of a telephone and telegraph line along and on the Athens and Decatur public road which said road passes through the lands described in the said bill; that they had gone to great expense, trouble, and labor, and had expended much time, labor and money in preparing for the prosecution of said enterprise; that they had dug many holes to the depth of, to wit, five feet, along the margin of said public road, where the same passes through the lands named in the original bill of complaint, to receive telephone poles and posts; that it had procured and prepared several hundred dollars worth of poles to be used in said work; that by the reason of the suing out of the said injunction the said work and enterprise has been greatly hindered and delayed, prevented and damaged; that many of its employees have been forced to spend idle time in camp by reason of said injunction and delay at great expense; the said holes have had to be filled at great trouble and expense to prevent the injury of travellers and others using said road; the said poles have been exposed to the weather and have been greatly damaged, warped, and reduced in value; the working and operation of said line has been greatly retarded, prevented, and delayed; the said Long Distance Telephone and Telegraph Company has been forced by reason of the suing out of said injunction to incur heavy

expense for counsel fees for services rendered by counsel in the injunction suits and the various proceedings thereon, and to procure the dissolution of the said injunction and for services rendered in said defense to the ^{great} damage of plaintiffs as aforesaid. The plaintiffs claim of the defendants the following special damages: First, one hundred and fifty dollars for counsel fees incurred in preparing and filing Long Distance Telephone and Telegraph Company's answer to said bill of complaint and a motion to dissolve the injunction on the denials in said answer on which denials said injunction was dissolved; Second, fifty dollars damages for the reasonable costs and expenses of filling the holes which the said Long Distance Telephone and Telegraph Company had dugged for its pole and post holes and which it was dangerous to leave open and unfilled along the margin of the public highway; Third, fifty dollars damages for the deterioration in value of said poles by reason of their being warped and twisted by their exposure to the elements and left unprotected during the existence of said injunction; Fourth, one hundred dollars for the loss of the wages of its employees engaged in the work of constructing said telephone line and who were rendered idle during the pendency of said injunction. Fifth, one hundred dollars damages as costs and expenses for removing its equipments, its camps, and its employees to other and distant portions of its line to be there occupied during the pendency of said injunction. But the plaintiffs seek all damages over the sum of one hundred and fifty dollars and interest.

E. W. Godbey
M. K. Clements
Erle Pettus
Attorneys for the Plaintiffs

Filed September 18th 1906
J. E. Clem, Clerk

B

The State of Alabama } Be it remembered
 Limestone County } That unto the Oct. Term
 #966 } 1906 Circuit Court of Limestone
 County was a summons and complaint
 in words and figures as follows:-

The State of Alabama }
 Limestone County }

To any Sheriff of the State of Alabama
 Greeting: you are hereby commanded
 to summon, Minnie H. Richardson
 and W. N. Richardson, to appear at the
 next term of the Circuit Court to be
 held for said County at the place of
 holding the same then and there to answer
 the complaint of the Long Distance
 Telephone & Telegraph Company, a Corporation.

Witness my hand this the 18th day of
 September, A.D. 1906,

J. E. Blair
 Clerk

The State of Alabama } Complaint
 Limestone County } In the Circuit Court

Long Distance Telephone & Telegraph Co.,
 a corporation, Plaintiff

#966

Minnie Richardson &
 W. N. Richardson Defendants

1. The plaintiff claims of the Defendants
 one hundred & fifty Dollars damages,
 for the breach of the conditions of a
 bond made by the defendants on the
 18th day of November, 1905, payable to the
 plaintiff in the sum of one hundred &
 fifty Dollars which bond was as
 follows, to wit:

The State of Alabama } Fifth District
 Limestone County } Northern Chancery Division
 know all men by these presents, that we
 Minnie Richardson, W. N. Richardson and
 are held and firmly bound unto the Long
 Distance Telephone & Telegraph Company

we bind our selves, our executors and administrators jointly and severally, sealed with our seals and dated this the 18th day of November, 1905.

"Whereas the said Minnie H. Richardson has filed her bill of Complaint in the said Chancery Court and has obtained thereon an Order for the issuance of an injunction from the Honorable W. W. Speake, Judge of the 8th Judicial Circuit to restrain and enjoin the Long Distance Telephone & Telegraph Company from doing and performing any action or about, the construction, maintenance or operation of a telephone line on, over, or across the lands described in said bill of Complaint unless and until just compensation is made therefor as required by the Constitution and laws of Alabama.

"Now, therefore, the condition of the above obligation is such that if the said Minnie H. Richardson, W. H. Richardson their heirs, executors, administrators, or any of them, shall pay or cause to be paid all damages which any person may sustain by the living out of said injunction if the same is dissolved by the Court of Chancery on the bill filed by said Minnie H. Richardson as aforesaid then the above obligation to be void; otherwise to remain in full force and effect.

Witness our hands and seals on the day and year first above written.

Taken and approved this } Minnie H. Richardson (Seal)
the 18th day of November 1905 } W. H. Richardson (Seal)

Bessie Davis,

Register in Chancery.

And the plaintiff says, the condition of said bond has been broken by the defendants in this: that the said injunction remained in full force and effect until the 2nd day of January 1906, when the said injunction was dissolved by the Court of Chancery by the Chancellor in vacation on the bill

filed by the said Minnie H. Richardson; that the said plaintiff sustained damages to the amount aforesaid by reason of the suing out of the said injunction; that neither the said Minnie H. Richardson nor anyone else has paid the said damages or any part thereof or caused the same to be done. The plaintiff avers that it was engaged in a public enterprise, to wit: the building of a Telephone & Telegraph line along and on the Athens and Decatur Public Road in said County which said road passes along the through the lands described in said bill, that they had gone to great expense and trouble and had expended much time, labor and money in preparing for the prosecution of said enterprise; that they had dug many holes to the depth of, to wit: "five feet"; along the margin of said public road when the same passes through the lands of maned in the original bill of Complaint to receive the Telephone poles and posts; that it had procured & prepared several hundred dollars worth of poles to be used in said work; that by reason of the suing out of said injunction the said work & enterprise has been greatly hindered, delayed, prevented & damaged; that many of its employees have been forced to spend idle time in camp by reason of said injunction and the delay at great expense; the said holes have had to be filled at great trouble & expense to prevent the injury to travellers & others along said road; the said poles have been exposed to the weather & have been greatly damaged, warped, and reduced in value; the working and operation of said line has been greatly retarded, prevented, hindered & delayed; the plaintiffs have been forced to & will be forced to incur great expense in procuring the dissolution of said injunction & defending said suit; that the plaintiff has been forced by reason of the suing out of the said injunction

to incur heavy expenses for council fees for services rendered by Council in the injunction suit & the various proceedings thereon, & to procure the dissolution of the said injunction, & for services rendered in said defenses, to the great damage of the plaintiff as aforesaid. And the plaintiff claims of the defendants the following special damages: first, one hundred and fifty dollars as Council fees for preparing and filing Long Distance Telephone and Telegraph Company's answer to said bill of Complaint and a motion to dissolve the injunction on the denials in said answer on which ~~the~~ denials the said injunction was dissolved; second, fifty dollars as damages for the reasonable cost and expenses of re-filling the holes which the said plaintiff had dugged for its poles and which it was dangerous to leave open & unfilled along the public highway; third, fifty dollars damages for the deterioration in value of said poles by reason of being warped & twisted by exposure to the elements and left unprotected during the existence of said injunction; fourth, one hundred dollars damages for the loss of the wages of its employees engaged in the work of constructing said telephone line who were rendered idle during the pendency of said injunction. Fifth one hundred dollars as costs and expenses of removing its equipments, its camps, and its employees to other and distinct portion of its line to be there occupied during during the pendency of said injunction.

But the plaintiff remits all damages over the sum of one hundred and fifty dollars and interest.

E. H. Godby
M. K. Clements
Erle Pettus

Attorneys for Plaintiff

Filed Sept the 18th 1906
J. E. Glenn
Clerk

The State of Alabama } Be it remembered that
 #967 } Limestone County } unto the October term¹⁹⁰⁶
 of the Circuit Court of
 Limestone County was
 returned a summons and complaint in words
 and figures, following, to-wit:-

The State of Alabama } To any Sheriff of the State of
 Limestone County } Alabama- Greeting:-
 You are hereby commanded to summon
 T. M. Hobbs & R. H. Richardson to appear at
 the next term of the Circuit Court to be
 held for said County at the place of holding
 the same then and there to answer the
 complaint of the Long Distance Telephone &
 Telegraph Company, a Corporation.
 Witness my hand this the 18th day of September,
 A. D. 1906. J. E. Blair
 Clerk

The State of Alabama } "Complaint"
 Limestone County } In the Circuit Court.

Long Distance Telephone & Telegraph Co.. Plaintiff

Vs.

#967 T. M. Hobbs & R. H. Richardson, Defendants
 1. The plaintiff claims of the defendants
 one hundred and fifty dollars, damages,
 for the breach of ~~a contract~~ the condition
 of a bond made by the defendants on
 the 20th day of November, 1905, payable to
 the plaintiff in the sum of one hundred
 and fifty dollars, which bond was as
 follows, to-wit:

"The State of Alabama } Fifth District
 Limestone County } Northern Chancery Division
 Know all men by these presents, that we
 T. M. Hobbs & R. H. Richardson are held
 and firmly bound unto the Long Distance
 Telephone & Telegraph Company in the sum
 of one hundred & fifty dollars for the pay-
 ment of which to the said Long Distance
 Telephone & Telegraph Company we bind
 ourselves, our executors and administrators
 jointly and severally.
 Sealed with our seals and dated this the 20th
 day of November 1905.

"Whereas the said T. M. Hobbs has filed his bill of Complaint in the said Chancery and has obtained thereon and order for the issuance of an injunction from the Honorable W. H. Simpson Chancellor, to restrain and enjoin the Long Distance Telegraph and Telephone Company from doing and performing any act ~~from doing~~ and performing or about the construction, maintenance or operation of a Telephone line on, over, or across the lands described in said bill of Complaint unless and until just compensation is made therefor as required by the Constitution and laws of Nebraska.

"Now, therefore, the condition of the above obligation is such that if the said T. M. Hobbs, & R. H. Richardson his heirs, executors, administrators, or any of them, shall pay or cause to be paid all damages which any person may sustain by the suing out of said injunction if the same is dissolved by the Court of Chancery on the bill filed by said T. M. Hobbs as aforesaid then the above obligation to be void; otherwise to remain in full force & effect.

Witness our hands & seal on the day & year first above written.

T. M. Hobbs (Seal)
R. H. Richardson (Seal)

Taken and approved
this the 20th day of Nov. 1905:

Bessie Davis

Register in Chancery.

and the plaintiff says the condition of said bond had been broken by the defendants in this, that the said injunction remained in full force and effect until the 2nd day of January, 1906. When the said injunction was dissolved by the Court of Chancery by the Chancellor in vacation on the bill filed by the said T. M. Hobbs; that the said plaintiff sustained damages to the amount aforesaid by reason of the suing out of the said injunction;

that neither the said T. M. Hobbs nor anyone else has paid the said damages or any part thereof or caused the same to be done. The plaintiff avers that it was engaged in a public enterprise to wit: the building of a telephone & telegraph line along and on the Athens & Decatur public road in said County which said road passes through the lands described in said bill; that they had gone to great expense and trouble and had expended much time, labor and money in preparing for the prosecution of said enterprise; that they had dug many holes to the depth of about five feet along the margin of said public road where the same passes through the lands named in the original bill of complaint to receive the telephone poles and posts;

that it had procured and prepared several hundred dollars worth of poles to be used in said work; that by reason of the suing out of said injunction the said work and enterprise has been greatly hindered, delayed, prevented and damaged; that many of its employees have been forced to spend idle time in camp by reason of said injunction and the delay at great expense; the said holes have had to be filled up with great trouble and expense to prevent the injury to travellers and others along said road; the said poles have been exposed to the weather and have been greatly damaged, warped, and reduced in value; the working and operation of said line has been greatly retarded, prevented, hindered, and delayed; the Plaintiffs have been forced to and will be forced to incur great expense in procuring the dissolution of said injunction and defending said suit; that the Plaintiff has been forced by reason of the suing out of the said injunction to incur heavy expenses for counsel fees for services rendered by counsel in the injunction suit and the various proceedings thereon, and to procure the dissolution of the said injunction, and for services rendered in said defense, to the great damage of the Plaintiff as aforesaid. And the Plaintiff of the Defendants the following special damages: first, one hundred and fifty dollars as counsel fees for preparing and filing Long Distance Telephone and Telegraph Company's answer to said bill of complaint and a motion to dissolve the injunction on the demura

in said answer, on which denials the said injunction was dissolved, second, fifty dollars as damages for the reasonable costs and expenses of refilling the holes which the said Plaintiff had dug for its poles and which it was dangerous to leave open and unfilled along the public highway; third, fifty dollars damages for the deterioration in value of said poles by reason of being warped and twisted by exposure to the elements and left unprotected during the existence of said injunction. fourth, One hundred dollars damages for the loss of the wages of its employees engaged in the work of constructing said telephone line who were rendered idle during the pendency of said injunction, fifth, one hundred dollars as costs and expenses of removing its equipment, its camp and its employees to other and distant portion of its line to be there occupied during the pendency of said injunction.

But the Plaintiff remits all damages over the sum of one hundred and fifty dollars and interest.

E. W. Godbey
M. K. Clements
Erle Pettus
Attorneys for Plaintiff

Filed September
18th A. D. 1906.

J. E. Clem. Clerk.

William B. Bolin. } It is remembered ^{that} into the October term 1906 of the
#968 J. E. } Circuit Court of Limestone County Alabama
John Meals } was returned a summons and complaint,
affidavit, transcript & etc following to-wit:—

The State of Alabama,

Limestone County

To any constable of said County you are hereby commanded to summon Commodore Dawson, personage to be and appear before me at my office on the 9th day of Apr. 1906, at 2 P.M. and there remain until discharged by due course of law to give evidence and the truth to speak, in behalf of the defendant in the cause now pending before me wherein Wm. B. Bolin is plaintiff and John Meals defendant, and have you then and there this writ with your endorsement thereon. Given under my hand, this April 5th 1906.
W. D. Phelps, J.P.

Executed April 6th 1906, John Webb, C. L. C.

The State of Alabama,

Limestone County

To any constable of said County you are hereby commanded to summon Henry Farrer Sid Harris and Green Hargrove personage to be and appear before me at my office on the 9th day of April 1906, at 2 P.M. and there remain until discharged by due course of law, to give evidence and the truth to speak in behalf of defendant in a cause now pending

before me wherein W^m B. Bolin is plaintiff and John Meale
 defendant. And have you then and there this writ with your
 endorsement thereon. Witness my hand this 4th day of April, 1906.
 Executed April 6th 1906. John Webb C. L. C. { W. D. Phelps. J. P.

The State of Alabama.

Limestone County.

I know all men by these presents
 that we, W^m B. Bolin, Oscar Leonard and G. R. Nixon are held
 and firmly bound unto John Meale in the sum of
 Forty (\$40.00) dollars for the payment of which we and
 truly to be made we bind ourselves and each of us
 our and each of our heirs executors administrators
 jointly and severally and firmly by these presents.

Sealed with our seals and dated this April the 3rd 1906.

The Condition of the above obligation is such that whereas
 the above bound W^m B. Bolin has this day commenced
 his suit in the Justice Court of W. D. Phelps J. P. of the Peace against said John Meale for the recovery
 of one large black sow and seven black pigs,
 and having made affidavit that the property sued for
 belongs to him and entered into the bond was
 obtained an order requiring the Constable to take the said
 property sued for into his possession Now if the
 said W^m B. Bolin shall fail in said suit and pay
 the defendant all such costs and damages as
 he may sustain by the wrongful complaint then
 this obligation to be void otherwise to remain in full
 force and effect. And we hereby waive all our
 rights to claim of exemption under the constitution
 and laws of the State of Alabama as to the
 payment of the above obligation.

Approved this April 3rd 1906.

W. D. Phelps.

W^m B. Bolin. (L.S.)

Oscar Leonard (L.S.)

Anthony Cook. (L.S.)

The State of Alabama.

Limestone County.

I know all men by these presents
 that we, John Meale, Henry Farver and P. P. Horton are
 held and firmly bound unto W^m B. Bolin in the
 sum of forty (\$40.00) dollars for the payment
 of which we and truly to be made we bind
 ourselves and each of us, our and each of our
 heirs executors and administrators jointly severally
 and firmly by the presents.

Sealed with our seals and dated this April 3rd 1906.

The condition of the above obligation is such
 that whereas the said W^m B. Bolin did on the
 3rd day of April 1906 sue aft of the Justice
 Court of W. D. Phelps J. P. a writ in detinue
 directed to the Constable and commanding him

to take into his possession the following property sued for in said action of detinue to-wit: One large black sow and (7) seven black pigs, sow marked with swallow fork in left ear and under bit and under slope in right ear which said writ was placed in the hands of J. F. Webb, Constable of said county on the 3rd day of April 1906, and executed by him on the same day by taking into his possession the above described sow and seven pigs and whereas the above bound John Meals defendant in said suit has within five days from the execution of said writ entered into this bond as required by law, and thereby obtained possession of said property levied on.

Now if the said John Meals is cast in said suit and within thirty days after judgment declines the property aforesaid to the plaintiff and pay all costs and damages which may accrue from the detention thereof then this obligation to be null and void otherwise to remain in full force and effect, and we hereby waive all our rights to claim of exemptions under the constitution and laws of the State of Alabama as to the payment of the above obligation.

Approved this April 3rd 1906.
W. D. Phelps, J. P.

J. W. Meals, (L.S.)
G. B. Haxton (L.S.)
Henry Garner (L.S.)

The State of Alabama }
Limestone County } To any constable of said county
you are hereby commanded to summon J. H. Pate
Henry Simons, J. A. Nixon, Oscar Leonard, John Smith
John Pate, A. J. Sanders, Personae to be and appear
before me at my office on the 9th day of April, 1906 at
2 P.M. and there remain until discharged by due
course of law, to give evidence and the truth to
speak in behalf of the plaintiff, in the cause now
pending before me wherein Wm. B. Bolin is
plaintiff and John Meals defendant and have
you then and there this writ with your endorsement
thereon. Given under my hand this April 5th 1906
Executed April 6th 1906, John Webb, C. L. C., W. D. Phelps, J. P.

The State of Alabama }
Limestone County } Before me W. D. Phelps an
acting Justice of the Peace in and for said county
and State, personally appeared Wm. B. Bolin who
having been by me duly sworn deposes and
saith that the following property to-wit: One large
black sow and seven black pigs, sow marked
with swallow fork in left ear and under bit and

under slope in right ear for the recovery of which he has instituted suit this day in the justice court of W.D. Phelps against John Meale is the property of him the affiant.

W^m B. Bolin
mark

Sworn to and subscribed before me
this the 3rd day of April, 1906.

W.D. Phelps, J.P.

The State of Alabama

Limestone County

Know all men by these presents that we John Meale, Henry Farrer, and Mark Cannon are held and firmly bound unto W^m B. Bolin in the sum of Fifty seven and $\frac{50}{100}$ (\$57.50) dollars, for the payment of which well and truly to be made we bind ourselves and each of us, our and each of our heirs executors and administrators jointly and severally. But upon condition that if the above bound John Meale prosecute to effect an appeal by him taken this day to the next term of the Circuit Court of Limestone County from a judgment rendered against him in favor of said W^m B. Bolin by W.D. Phelps a Justice of the Peace for said county for the recovery of one sow and seven pigs or twenty one and $\frac{25}{100}$ (\$21.25) dollars the assessed value of said property, and seven and $\frac{50}{100}$ (\$7.50) dollars costs or if he fail in said appeal shall pay such judgment both as to debt and costs as may be rendered against him by the said Circuit Court of Limestone County, then in either of said events this obligation to be void otherwise to remain in full force and effect, and we hereby waive all our rights to claim of exemption under the Constitution and laws of the State of Alabama as to the payment of the above obligation.

Given under our hands and seals this April 12th 1906.

J.W. Meale (L.S.)

Henry Farrer (L.S.)

Mark ^{high} Cannon (L.S.)
mark

Come the parties at my office on the 9th day of April, 1906. And the allegations and proof being heard it is considered by the Court; C.H. Karnes and J.M. Weldon Justices of the Peace concurring that the said W^m B. Bolin recover of said John Meale the sow and seven pigs claimed in the complaint if to be bad, and if not to be bad then the sum of \$21.25. \$12.50 value of sow, $\$12.50 \times 7 = \87.50 value of pigs as shown by the proof together with costs.

W.D. Phelps, J.P.

Costs

J.P. Summons.	.50	
11. Sub.	1.60	
3 Bonds.	1.80	
Docketing.	.10	
Entering judgment.	.25	
C.L.C. Serving Summons.	.50	<u>4.00</u>
11. Sub.	2.75	
Taking possession of Hogs.	.25	
	<u>7.50</u>	

I hereby certify that the above is an exact transcript of my docket. This April 19th 1906. W. N. Phelps. J.P.

Filed April 21st 1906. J.E. Clem. Clerk.

[illegible]

The State of Alabama } Be it remembered that
 Limestone County } unto the ~~State~~ ~~October~~
 Term of the Circuit Court begun and held
 in ~~July~~ 1907, was returned a summons
 + complaint in words and figures follow-
 ing, to wit.

The State of Alabama } Complaint
 Limestone County } Circuit Court
 # 969, } To the Sheriff of the State
 of Alabama.

You are hereby commanded to summon
 J. W. Clem, to appear at the next term
 of the Circuit Court to be held for said
 County, at the place of holding the same,
 then and there to answer the Complaint
 C. S. Wilkinson,

Witness my hand, this 22nd day of
 October, 1906

J. E. Clem, Clerk

Complaint
 C. S. Wilkinson Plaintiff

VS.
 J. W. Clem Defendant.
 The plaintiff sues to recover possession
 of the following tract of land, to-wit:
 (S. E. 4) South East quarter of Section
 28 Township Two (2) South, Range (3) Two
 West of which he was in possession
 and before the commencement of this suit,
 the defendant entered and lawfully
 withholds. Together with Two Hundred
 Dollars for the detention thereof.
 Burkhead & Burkhead
 Plaintiffs attorney.

Filed Oct. 22nd 1906

J. E. Clem, Clerk

I have executed this summons this Nov. 9th
 1906 by leaving a copy of the within summons
 + complaint J. W. Clem the defendant in
 this case,
 E. F. Puryear, Sheriff
 By D. A. Bradford, Special Deputy Sheriff

The State of Alabama } Be it remembered that unto the January
 Limestone County } Term 1907, of the Circuit Court, in and for
 Limestone County Alabama, was returned
 a summons and complaint in words and figures
 following, to wit:-

The State of Alabama, } In the Circuit Court.
 Limestone County, } To any Sheriff of the State of Alabama Greeting:
 #970 You are hereby commanded to summon the Western Union
 Telegraph Company, a corporation, to appear at the next term
 of the Circuit Court to be held for said county, at the usual
 place of holding the same, then and there to answer the complaint
 of Virginia Benagh.

Witness this 24th day of October, 1906.

J. E. Klein
 Clerk of Circuit Court.

Virginia Benagh Plaintiff
 V. S.

The Western Union Telegraph Company
 a corporation Defendant } Complaint.

1. - The Plaintiff claims of the Defendant the sum of One Thousand
 dollars, as damages, for this, that, whereas, on, to wit; the
 11th day of November, 1905, the Defendant was engaged in the business
 of transmitting telegraphic messages over its lines for hire;
 that on said day, to wit; 11th day of November, 1905, said Defendant
 received and accepted for transmission over its lines and for
 prompt delivery to this Plaintiff a telegraphic message, in substance
 as follows: Miss Virginia Benagh, Public School Teacher,
 Eunola, Alabama, via Geneva, Ala. Rowland Young, come
 immediately by Dothan, get money there, answer,
 Mrs. Virginia Benagh.

That upon the acceptance of the aforesaid message for transmission
 and prompt delivery, it became and was the duty of said Defendant
 to promptly transmit and to promptly deliver said message to this
 Plaintiff, that had the said Defendant discharged this said duty
 in manner and form as it was required so to do this Plaintiff
 would have received said message in the morning of, to wit;
 the 12th day of November, 1905; that said defendant negligently
 and carelessly failed to deliver said message to this
 Plaintiff until on, to wit; the 16th day of November, 1905.

And Plaintiff avers that by reason of the careless and negligent
 failure of said defendant to promptly deliver said message
 to this Plaintiff this Plaintiff was caused to lose one weeks
 salary as a teacher and was forced to pay one weeks board
 and was otherwise put to trouble and annoyance and
 was caused to lose much valuable time, all to her great
 damage in the aforesaid sum of One Thousand dollars.
 Hence this suit-

2.- The Plaintiff claims of the Defendant the said sum of one Thousand dollars, as damages, for this, that, whereas, The said defendant is a corporation engaged in the business of transmitting telegraphic messages for hire; that said defendant was so engaged before and on, to wit: the 11th day of November, 1905; that on and before and since said day said Defendant maintained a telegraphic office in the town of Athens, Alabama, to which the public were invited to send, and have sent, upon payment of the charges thereof, telegraphic messages over said defendant's lines within the State of Alabama; that on to wit: the 11th of November, 1905, Plaintiff's mother went to said office of this said defendant, in the said town of Athens, Alabama, and then and there paid to this defendant through its agent the sum of forty cents for the transmission, and the sum of twenty five cents for the delivery, of the following telegraphic message to the Plaintiff, in substance as follows: Miss Virginia Benagh, Public School Teacher, Eunola, Alabama, via Geneva, Ala. Rowland Yours. come immediately by Dothan. Get money there, answer.

Miss Virginia Benagh.

That said defendant accepted said telegraphic message for transmission and prompt delivery to this Plaintiff; that it then and there became and was the duty of the said defendant to promptly transmit and promptly deliver to the Plaintiff the aforesaid message; that in utter disregard and in rank violation of its said duty the said defendant utterly failed to deliver promptly to this Plaintiff the said telegraphic message; that said message should have been delivered to this Plaintiff on or before the morning of the 12th day of November 1905; that said message was not delivered to the Plaintiff until on to wit: the 16th day of November 1905, and then only after this Plaintiff had made inquiry thereof of the said defendant through its agent at Geneva, Alabama.

And the Plaintiff avers that because of the said careless and negligent breach of duty on the part of this defendant the said Plaintiff was caused to lose a week's earning, as a teacher, and, made to pay a week's board and was caused to suffer great inconvenience and annoyance and loss of time, all to her great damage in the aforesaid sum of one Thousand dollars. Hence this suit.

W. R. Hacker,

Attorney for Plaintiff.

Filed Oct. 24th 1906. J. E. Clem - Clerk

Executed by leaving a copy of the within on G. M. Hamblin agent of and for the Western Union Telegraph Company at Athens Ala. This Oct. 27th 1906. E. F. Puryear, Sheriff

By H. Legg D. S.

The State of Alabama } Circuit Court
 Timmonstone County } Be it remembered that
 unto the January term 1907 of the Circuit
 Court of Timmonstone County Alabama.
 Was returned a summons and complaint
 in words and figures following to-wit.

The State of Alabama }
 Timmonstone County } In The Circuit Court
 # 971.

To my Sheriff of the State of Alabama
 Greeting:

You are hereby commanded
 to summons The Western Union
 Telegraph Company a corporation
 to appear at the next term of the Circuit Court
 to be held for said County at the usual place
 of holding the same. Then and there to
 answer the complaint of Mrs. Virginia
 Benagh.

Witness this 2nd day of October 1906-

J. E. Coleman
 Clerk of Circuit Court

Complaint.

Mrs. Virginia Benagh - - - Plaintiff
 # 971. VS-

The Western Union Telegraph Company -
 A Corporation Defendant -

1. - The Plaintiff claims of the defendant the sum of
 one thousand dollars for this, that, whereas, in, to wit: the 11th day
 of November 1905, prior and subsequent thereto, the defendant was
 engaged in the business of transmitting telegraphic
 messages for hire between certain points in the State of
 Alabama; that on said day, to wit: the 11th day of November 1905 -
 the Plaintiff delivered to the defendant's agent at the Town of
 Athens Alabama, a telegraphic message to her daughter, who
 was then teaching in the town of Eurola Ala; that said
 defendant through its agent contracted and agreed to send
 said message and to deliver the same to Plaintiff's
 said daughter at Eurola Ala, promptly; that said
 Plaintiff paid to the said defendant, through its said agent,
 the sum of forty cents, charges made by said defendant

to send said telegraphic message, and said Plaintiff also paid to said defendant through its agent the additional sum of twenty-five cents as charges to deliver said message to her said daughter at Eunola Ala. Plaintiff further avers that the defendant breached its said contract and agreement to promptly deliver said telegraphic message to her daughter, in this, that it did not deliver said telegraphic message until, to wit; the 14th day of November 1906, and Plaintiff further avers that because of the breach of said defendant of this said contract, she has been damaged in said sums so paid by her as above set forth and in addition thereto was caused much anxiety and mental pain and anguish as said telegraphic message so agreed to be promptly delivered by said defendant to her daughter required and demanded an immediate answer as shown by the terms thereof, and Plaintiff further avers that on to wit; the 14th day of November, 1906, Plaintiff called upon the agent of the defendant at said town of Athens and made inquiry of him whether said telegraphic message had been delivered to her said daughter at Eunola Ala, and said defendant through its said agent assured said Plaintiff on said day that said message had been delivered to her said daughter.

Whereas the fact was, and Plaintiff so avers, that said message had not then been delivered.

Wherefore, Plaintiff claims of said defendant the aforesaid One thousand dollars as damages for breach of said contract as above set forth and avers that by breach of said contract she suffered the loss of the aforesaid sum of money and was given much pain and mental anguish, was given much trouble and annoyance all to her damage in the aforesaid sum of one thousand dollars. Hence this suit.

2. Plaintiff claims of the said defendant the said sum of One thousand dollars, as damages for this, that on and before the 11th day of November, 1905, the said defendant was a corporation engaged in the business of transmitting messages over its wires for hire; that on said day, to wit; the 11th day of November, 1905, the said defendant maintained and had an office in the town of Athens, Alabama, for the purpose of transmitting telegraphic messages over its line for hire. That on said day, to wit; the 11th day of November, 1905, this Plaintiff went to said office in said town of Athens, Alabama, and there made application to the defendant through its agent, to send a telegraphic message to her daughter, Virginia Benagh, at Eunola, Alabama, which said message was in substance as follows: Miss Virginia Benagh, Public School Teacher, Eunola, Alabama, Via, Geneva, Ala.

Rowland yours, come immediately by Dathan. Get money there, answer. Mrs. Virginia Benagh, That defendant's said agent then and there informed Plaintiff that there was no telegraph office at or telegraph line to Eunola Alabama, and the said agent of the said defendant further informed Plaintiff that if she would pay an additional charge of twenty-five cents the said message would be sent over said defendant's line to Geneva Alabama and from that point would be delivered to Plaintiff's said daughter at Eunola, Alabama, by telephone; that thereupon Plaintiff paid to said defendant's agent for said defendant the sum of forty cents, charges to transmit said telegraphic message to Geneva Alabama, and also paid to the said defendant through its ^{said} agent an additional sum of twenty-five cents charged by defendant through its said agent for said telegraphic delivery from Geneva Alabama; that for and in consideration of the above sums thus paid by Plaintiff to said defendant through its said agent the said defendant through its said agent contracted and agreed to promptly transmit and deliver said telegraphic message, in a manner and form above set forth, to Plaintiff's said daughter at Eunola Alabama.

And Plaintiff avers that said defendant breached its said contract to promptly deliver said telegraphic message in this; that said telegraphic message was not delivered until, to wit; the 16th day of November 1905. And Plaintiff further avers that the said defendant through its said agent was informed of the importance of the prompt delivery of said telegraphic message; that said Plaintiff informed the said defendant through its said agent of the facts and circumstances necessitating promptness in the transmitting and delivery of said message, by stating to the said defendant through its said agent that her daughter was then teaching in the Public Schools at Eunola Alabama, and that the school at Rowland, being only a few miles from the town of Athens Alabama, where Plaintiff and her daughter resided, had been secured for her and that Plaintiff was exceedingly anxious for an immediate reply from her said daughter; that the urgency of the message having thus been made known to defendant through its said agent was further emphasized by the direction to her said daughter in said telegraphic message to answer. And Plaintiff further avers that she received no reply from her said daughter in response to the above set forth message as quickly as she conceived the same should have reached her; that the delay caused her great anxiety, mental pain and much worry; that on, to wit; the 14th day of November, 1905, Plaintiff again went to the telegraphic office of the said defendant,

in the said town of Athens, Alabama, and inquired of the defendant, through its said agent, whether said telegram had ever been delivered and that said agent informed plaintiff that he, the said agent, had received a message from the agent in Geneva, Alabama, stating that the said telegram had been delivered to her said daughter on, to wit; the 12th day of November, 1905, at 7.30 in the morning whereas, plaintiff avers, that said telegram was not delivered to her said daughter until, to wit; late in the day of the 16th of November, 1905.

Wherefore plaintiff avers that by said breach of the aforesaid contract she suffered the loss and was damaged to the extent of the aforesaid sum of money and was caused to suffer much mental pain and anguish and lost much time in endeavoring to ascertain the facts as to the delivery of said message and was also caused much other trouble and annoyance, all to her said damage in the aforesaid sum of One Thousand dollars. Hence this suit.

H.R. Walker
Attorney for Plaintiff

Filed October 24th 1906 J.E. Glenn. Clerk.

Oscar Blackwell. Plaintiff
#972. } VS.
Henry Adams. Defl. } Circuit Court.
Linestone County, Ala.

Be it remembered that, unto the January Term, 1907 of the Circuit Court of Linestone County, Alabama, was returned a summons and complaint. Affidavit and proceedings. Appical Bond &c. from the Justice Court of Jas. L. Christensen in words & figures following to-wit:

Complaint.

The State of Alabama }
Linestone County } To any Sheriff or Constable
#972. } of said County:

Summons. Henry Adams. to appear before me on the 16th day of October next, at my Office, in Athens Ala, to answer the complaint of Oscar Blackwell and there make return of this writ.

Issued this 11th day of Oct. 1906 - Jas. E. Christensen J.P.
 Oscar Blackwell Plaintiff
 #972 V.B.

Henry Redus Defendant } The Plaintiff claims of the Defendant
 the following personal property, viz:
 One Red Brindle Cow 7 years old valued at fifteen dollars.
 with the value or hire or use thereof during the detention, viz:
 from the 15th day of October 1906 -

Oscar Blackwell

Plaintiff's Attorney

Issued 11th day of October 1906 - Jas. E. Christensen J.P.
 Executed in full this October 11th 1906 - By taking the Cow in
 possession - F. J. Harlow Constable
 Filed November 1st 1906 - J. E. Clem - Clerk

The State of Alabama,

Limestone County

#972.

} To any Constable of said County;

You are hereby commanded to summon

Frank Harlow, Dr. J. W. Hagen, Edmon Jones, John Mack Jones, Sam Linton,
 Chas. Linton, Jimmie Collier, Sarah Hines personally to be and appear before
 me, at my office on Tuesday the 16th day of Oct. 1906, by 10 O'clock of said day
 and there remain until discharged by due course of law, to give
 evidence and the truth to speak in behalf of the Defendant in a cause
 now pending before me, wherein O. Blackwell is Plaintiff and
 H. Redus Defendant, and have you then and there this writ, with
 your endorsement thereon.

Jim Burris

B. Amice

Charles Linton

} For Plaintiff

Witness my hand this 13th day of Oct. 1906 -

Jas. E. Christensen J.P.

Executed in full this Oct. 13th 1906 - F. J. Harlow - Constable

Filed November 1st 1906 - J. E. Clem - Clerk

Oscar Blackwell

#972. } V.B.

Henry Redus

} In Detinue

On this the 16th day of Oct. came parties with attorney
 and after hearing evidence and facts, as to demand, as no
 demand had been made, the Defendant's demurrer that
 no demand had been made was sustained. Hence suit
 dismissed and cost taxed to Plaintiff. From which the party
 has prayed an appeal to the Hon. Circuit Court of Limestone
 County Alabama.

Arch. Costs

9.35

And cost of Transcript and Bond

10.30

I hereby certify this a true Transcript of all
 proceedings - Jas. E. Christensen J.P.

Oct. 20th 1906 -

Filed Nov. 1st 1906 - J. E. Clem - Clerk

State of Alabama } Affidavit
 Limestone County } On this the 20th day of Oct. 1906. Personally
 #972- } appeared H. M. Pressnell & Charles Brooks, both by me
 duly sworn and depose and say for the purpose of securing
 a bond in the appeal of Oscar Blackwell vs. Henry Redus,
 that they each are worth the sum of said bond, above all
 liabilities, and further that each of us is a Bonafide
 Householder in Limestone County, Alabama, where we reside.

A. M. Pressnell
 Charles Brooks

Sworn to and subscribed before me this 20th day of Oct. 1906-

Jas. C. Christensen J. P.

Filed Nov. 1st 1906 J. E. Glen Clerk

The State of Alabama }
 Limestone County } Circuit Court.
 #972- }

Know all men by these Presents, That we Oscar Blackwell,
 Charles Brooks and H. M. Pressnell are held and firmly bound unto
 Henry Redus in the sum of Eighteen & ⁷⁰/₁₀₀ Dollars for the payment of
 which, well and truly to be made, we bind ourselves, and each of us,
 our heirs, executors and administrators, jointly, severally, and firmly by
 these presents, and as part of this undertaking, we hereby waive all
 our rights under the Constitution and Laws of the State of Alabama
 to have any of ^{our} property real or personal, exempt from levy and sale
 in satisfaction hereof. Sealed with our seals and dated this the
 16th day of Oct. 1906. Whereas at the justice term 1906 of the justice
 court of Limestone County, on to wit: the 16th day of Oct. 1906 the said
 Henry Redus recovered a judgment in said court against
 Oscar Blackwell for Nine & ³⁰/₁₀₀ Dollars as cash debt and damages,
 and the further sum of ~~mm~~ Dollars, the cost in that behalf expended,
 and whereas on this day the said Oscar Blackwell, as such
 defendant has made application for an appeal from said judgment
 to the next term of the circuit court, to be holden of and for said State,
 to reverse said judgment, and also for a supersedeas of the execution of
 said judgment which has been granted on entering this bond;
 Now, Therefore, the condition of the foregoing obligation is such that
 if the said Oscar Blackwell shall prosecute the said appeal to
 effect and satisfy such judgment as the circuit court may
 render in this case, then the said obligation to be null and void,
 otherwise to remain in full force and effect. It is hereby
 understood that we and each of us whose names are hereby signed
 to the above bond do each of us waive all our rights to claim of
 exemptions under the Constitution and Laws of Alabama as against
 the payment of this bond.

Oscar Blackwell

Charles Brooks

H. M. Pressnell

Approved this 20th day of Oct. 1906-

Jas. C. Christensen J. P.

Filed this 1st day of Nov. 1906. J. E. Glen Clerk

The State of Alabama
 Limestone County }
 \$972 Oscar Blackwell, Dick Mahaley and James Burris are
 held and firmly bound unto Henry Redus in the sum of
 Thirty Dollars for the payment of which, well and truly to
 be made, we bind ourselves and each of us, our and each
 of our heirs, executors and administrators, jointly, severally
 and firmly by these presents sealed with our seals
 and dated this 11th day of Oct. 1906. The condition of the
 above obligation is such, that whereas the above bound
 Oscar Blackwell has this day commenced a suit in the
 Justice Court of J. E. Christensen against said Henry Redus
 for the recovery of one Red Brindle Cow: 7 Years old and
 has made affidavit that the property sued for belongs to him
 and entered into this bond, has obtained an order
 requiring the Constable of Limestone County to take the
 said property sued for into his possession.
 Now if the said Oscar Blackwell shall fail in said suit and
 pay the Defendant - all such cost and damages as he may sustain
 by the wrongful complaint, then this obligation to be void otherwise
 to remain in full force and effect, And for the payment of the above
 bond, we hereby waive our right of exemption to personal property
 under the Constitution and Laws of the State of Alabama.

Oscar Blackwell
 Dick Mahaley
 James Burris

The State of Alabama
 Limestone County }
 #972 Before me James E. Christensen a Justice of the
 Peace in and for said county personally appeared Oscar Blackwell
 who having been by me duly sworn deposed and said, that the
 following property, to wit: One Red Brindle Cow: 7 Years old for
 the recovery of which he has instituted suit this day in the Justice
 Court of J. E. Christensen against Henry Redus is the property
 of the affiant. Sworn to and subscribed before me this
 11th day of Oct. 1906.

James E. Christensen J.P. } Oscar Blackwell

Filed Nov 1st 1906.
 J. E. Christensen

Lorenzo J. Hively Plff } Circuit Court
 # 973 V.S. } Be it remembered that unto the January term 1907 of the
 The North Alabama, } Circuit Court of Limestone County Alabama was returned
 Oil & Gas Company, } a summons and complaint in words and figures
 a Corporation Def. } following, to wit:
 Circuit Court.

The State of Alabama, } To any Sheriff of the State of Alabama - Greeting:
 Limestone County } You are hereby commanded to summon The North Alabama
 oil and Gas company, a corporation, chartered under the laws of
 Pennsylvania, to appear at the next term of the Circuit Court to be held
 for said county, at the usual place of holding the same, then and
 there to answer the complaint of Lorenzo J. Hively - Witness this
 19th day of Nov. 1906. J.E. Glenn Clerk -
 Complaint

Lorenzo J. Hively Plaintiff
 # 973 V.S. } The Plaintiff claims of the Defendant, the
 The North Alabama oil & Gas } sum of five hundred and sixty-one + ²/₁₀₀ Dollars,
 Company, a Corporation Defendant } due from it by account on to wit: the 2nd day of
 May, A.D. 1906. Which sum of money, with interest thereon, is still
 unpaid.
 M.K. Clements, Attorney for the Plaintiff.
 Filed Nov. 19th 1906.
 J.E. Glenn - Clerk.

The State of Alabama
Limestone County

Circuit Court.

Be it remembered that unto the January term 1907, of the Circuit Court, of Limestone County

Alabama, was returned a summons and Complaint in words and figures following, to wit:

The State of Alabama,
Limestone County.

Circuit Court.

To any Sheriff of the State of Alabama - Greeting:

You are hereby commanded to summon the Athens Cotton Mill Company a corporation to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, then and there to answer the complaint of Ivey Posey, an infant, by his next friend, Rufus Posey.
Witness this 3rd day of December 1906.

J. E. Glen, Clerk

Complaint.

Ivey Posey, an Infant, by next friend
Rufus Posey.
974 U.S.

Plaintiff

The Athens Cotton Mill Company
a corporation.

Defendant

First, Count. The Plaintiff, an
Infant near or about the age of
ten years, claims of the Defendant
the sum of \$5000.00, Five Thousand
Dollars, as damaged for that

heretofore, to wit; on the 24th day of October 1906. The Defendant a corporation organized under the laws of the State of Alabama, and known as the Athens Cotton Mill Company, was running and operating a certain cotton mill by steam power, known and described as the Athens Cotton Mill, and located near Athens in Limestone County Alabama, and on said day, the plaintiff was employed as a laborer in said cotton mill, and was operating a machine known as a band making machine, which said machine was placed and rested on a platform, elevated about six (6) feet above the floor, on which platform the plaintiff was standing at his place operating the said band making machine, when from defects in the machinery of the aforesaid cotton mill to wit; said band making machine was not bolted or ~~secured~~ ^{screwed} down to the aforesaid platform as nails were driven in the holes of the said band making machine which were intended to receive bolts, and in consequence thereof the said machine and the plaintiff were violently hurled from said platform to the floor, the aforesaid distance of about six feet and the plaintiff was greatly injured, much of the muscle of one leg was torn away, thereby weakening and disfiguring his leg for life, besides being bruised in other parts of the body, and was made sore and sick and suffered, and continues to suffer great physical and mental pain, and his strength and stamina will be permanently impaired and rendered him less able through life to labor and earn a livelihood and the said defects in the machinery of said cotton mill were known

or should have been known by some employee whose duty it should have been to superintend and overlook the same, and see that same was free from defects, and in a safe condition, but this duty was ^{negligently} ~~neglected~~ disregarded to the hurt and injury of the plaintiff as aforesaid. Second Count: The plaintiff claims of the defendant the aforesaid sum of Five Thousand Dollars \$5000⁰⁰, as damages for that, to wit; on the 24th day of October 1906. the defendant a corporation organized under the laws of the state of Alabama, and known as the Athens Cotton Mill Company, was running and operating a certain cotton mill located near Athens, in Limestone County, Alabama, and known as the Athens Cotton Mill, and at the above date, to wit; the 24th day of October 1906, plaintiff was employed as a laborer in said cotton mill, and was operating a machine for the making of bands, known as a band ^{making} machine, which said band making machine stood upon a platform elevated about six (6) feet above the floor of the room in which the same was located. The aforesaid band making machine was propelled by a belt from the main shaft, which main shaft was distant about seven (7) feet above, at an angle of about (45°) forty five degrees from the aforesaid band making machine, on which there was a pulley, as was also on the main shaft, to carry the belt from the one to the other, by which belt said band making machine was operated.

Plaintiff was standing on ^{the} platform aforesaid, tending and working at aforesaid band making machine in the line of his duty, under the direction of one J. S. Toon, the superintendent, a boss, a superior employee of the said defendant, who had the supervision of the entire room, when said J. S. Toon negligently cast on attempted to cast the belt on the pulley of the main shaft that it, the said belt missed the pulley, and wrapped around the main shaft, by which negligence of the aforesaid J. S. Toon, the superintendent, or room boss or superior employee, who had the supervision of the entire room, and all the work, and the direction of the laborers therein, the plaintiff was violently jerked from the platform along with the aforesaid band making machine and thrown to the floor, a distance of about six (6) feet, and plaintiff was thereby greatly injured, much of the muscle of one leg was torn away, and his leg weakened and disfigured for life besides being bruised in other parts of the body, and made sore and sick and suffered and continues to suffer great physical and mental pain and his strength and stamina will be permanently impaired and render him less able through life to labor and earn a livelihood.

Third Count. The plaintiff claims of the defendant the aforesaid sum of Five Thousand Dollars \$5000⁰⁰, as damages for that heretofore, to wit; on the 24th day of October 1906. the defendant a corporation organized under the laws of the state of Alabama, and known as the Athens Cotton Mill Company, was running and operating a certain mill known as the Athens Cotton Mill, located and situated near Athens, in Limestone County Alabama, and at the above mentioned date, to wit; on the 24th day of October 1906, plaintiff was employed as a laborer in said cotton mill

and was operating a machine known as a band making machine for the making of bands which said band making machine stood and was placed on a platform, elevated about six feet above the floor of the room in which the same was located. The said band making machine when in operation was propelled by a belt from a pulley on the main shaft, said main shaft was distant about seven feet above and at an angle of (45°) Forty-five degrees, or thereabout there was also a pulley on the band making machine, by which same was operated, by belt from pulley on main shaft. Plaintiff was standing at his proper and usual place on the aforesaid platform, operating the aforesaid band making machine in the presence and under the direction of one J. O. Oon, the superintendent, room boss or superior employee, to whom was intrusted by the aforesaid cotton mill company, the general direction and supervision of all the work of the entire room, and while so at work on the aforesaid date, the said J. O. Oon carelessly and negligently, in an attempt to throw the aforesaid belt on the pulley of the main shaft let the belt ~~run~~ ^{loop} around the main shaft aforesaid, by which negligence the band making machine was hurled from the platform, knocking off, and carrying with same the plaintiff to the floor, the aforesaid distance of about six feet and plaintiff was thereby greatly injured, much of the muscle of one leg was torn away and his leg weakened and disfigured for life besides being bruised in other parts of the body, and made sore and sick and suffered and continues to suffer great physical and mental pain, and his strength and stamina are permanently impaired, and he is rendered less able to labor, and earn a livelihood through life.

Fourth Count: The Plaintiff claims of the defendant the aforesaid sum of Five Thousand Dollars $\$5000.00$, as damages, for that heretofore, to wit; on the 24th day of October 1906, the defendant, a corporation organized under the laws of the State of Alabama, and known as the Athens Cotton Mill Company, was running and operating a certain cotton mill known and designated as the Athens Cotton Mill, and located near Athens in Limestone County Alabama, and on said day plaintiff was employed as a laborer in said cotton mill. Plaintiff is an infant under the age of twelve (12) years to wit; being about the age of ten (10) years, and is not an orphan, both parents are capable and able to labor, his mother is not widowed, nor is his father aged or disabled to an extent to render him dependent upon the labor of plaintiff, and while plaintiff was a laborer aforesaid at said cotton mill, he was greatly injured, much of the muscle of one leg was torn away, thereby weakening and disfiguring his leg for life besides being bruised in other parts of the body, and made sick and sore, and suffered and continues to suffer great physical and mental pain, and his strength and stamina are and will be permanently impaired, and render him less able through life to labor and earn a livelihood.

Fifth Count. The plaintiff claims of the defendant the aforesaid

Sum of Five Thousand Dollars (\$5000⁰⁰) as damages for that, heretofore to wit; on the 24th day of October 1906. The defendant a corporation organized under the laws of the state of Alabama, and known as the Athens Cotton Mill Company, was running and operating a certain cotton mill, known and designated as the Athens Cotton Mill and located near Athens in Limestone County Alabama, and at said date plaintiff an infant, under the age of twelve (12) years, he being to wit; of about the age of ten (10) years was employed by the management of the said cotton mill as a laborer in said mill, without there having first been provided and placed on file in the office of the employer or management of said mill an affidavit signed by the parent or guardian or person standing in parental relation to plaintiff certifying the age and date of birth of plaintiff, and while engaged in such labor plaintiff was greatly injured, he was hurled from an elevation of about six feet to a floor below, through defects in the machinery, of said mill, as set forth and shown in Count 1 of this complaint, and thereby much of the muscle of one of his legs was torn away thus weakening and disfiguring his leg for life besides being bruised in other parts of the body, and made sick and sore, and suffered and continues to suffer great physical and mental pain, and his strength and stamina are, and will be permanently impaired and render him less able through life to labor and earn a livelihood.

O. Kyle and
John B. McLellan
Attorneys for Plaintiff

Filed December 5th 1906.

J. E. Clem. Clerk.

I have executed the within writ December 8th 1906. by leaving a copy of the within Summons and Complaint with T. M. Hobbs, as general manager of the Athens Cotton Mill Company, a corporation.

E. D. Puryear. Sheriff.
By H. Legg. Deputy Sheriff.

Amended Complaint

Livy Posey, an Infant
By his next friend Rufus Posey -
V. S.

Athens Cotton Mill Company,
a Corporation,

Plaintiff

Defendant

Count 1. The Plaintiff claims of the defendant the sum of \$5000⁰⁰, Five Thousand Dollars, as damages for that heretofore, to wit; on the 24th day of October, 1906, the defendant

a corporation organized under the laws of the state of Alabama, and known as the Athens Cotton Mill Company, was by its servants and agents, who at the time were acting within the scope of their authority was running and operating a certain cotton mill by steam power, known and designated as the Athens Cotton Mill, and located near Athens in Limestone County, Alabama, and on said day, the plaintiff while in the employ of defendant as a laborer in said Cotton Mill, was operating a machine known as a

band making machine, which said machine was placed and rested on a platform, elevated about six (6) feet above the floor, in said mill, on which platform the plaintiff was standing at his proper place operating the said band making machine, and at the time acting within the scope of his employment as said laborer, when the said plaintiff was violently hurled from said platform to the floor, a distance of about six (6) feet, and the plaintiff was greatly injured, one leg being lacerated and wounded and part of the muscles thereof being torn away permanently injuring plaintiff in said leg besides bruising other parts of his body, and plaintiff was made sore, and sick and suffered, and continues to suffer great physical and mental pain. Plaintiff avers that there was a defect in the ways, works, machinery, or plant of the defendant used in the said Cotton Mill, in this: Said band making machine was not screwed or bolted down to said platform, or otherwise securely fastened thereto, but was insecurely fastened to said platform by having nails driven through holes of the said band machine, to said platform, when said holes were intended for bolts, thereby rendering said machine unsafe and insecure. And plaintiff avers that he was hurled from said platform and injured as aforesaid while in the service of defendant, and that said injuries were caused by reason of said band machine not being securely fastened to said platform, as aforesaid, and plaintiff further avers that the defectively and insecure fastened band machine as aforesaid, arose from, or had not been discovered or remedied, owing to the negligence of defendant, or of some person in the service of defendant, and intrusted by defendant with the duty of seeing that the ways, works, machinery, or plant of defendant were in proper condition.

Count 2. The plaintiff claims of the defendant the sum of Five Thousand Dollars, \$5000⁰⁰, as damages for that herefore, to wit: on the 24th day of October 1906, the defendant, a corporation, known as the Athens Cotton Mill Company, was running and operating a certain Cotton Mill located near Athens in Limestone County, Alabama, and on or about the above date, to wit: the 24th day of October 1906, plaintiff was employed as a servant and laborer by defendant in said Cotton Mill, and while acting within the scope of his authority as such servant, was operating a machine for the making of bands known as a band making machine, which said band making machine stood upon a platform elevated about six (6) feet above the floor of the room in which the same was located. The aforesaid band making machine, was propelled by a belt from the main shaft which main shaft was distant about seven (7) feet above, at an angle of about forty five degrees (45°), from the aforesaid band making machine, on which there was a pulley, and a pulley was also on the main shaft by which the belt was carried from the one to the other, by which belt said band making machine was operated. Plaintiff was standing on the platform aforesaid, attending to his duties as servant and agent, aforesaid working at aforesaid band making machine under the direction of one Joe Toon, the superintendent of the department in which plaintiff was working said Toon being

in the service or employment of defendant, and who had superintendence entrusted to him, and while in the exercise of said superintendence and while acting within the scope of his authority as said superintendent, negligently cast, or attempted to cast the belt on the pulley of the main shaft, so that it, the said belt, missed the pulley, and wrapped around the main shaft, causing the said band machine, and plaintiff to be thrown to the floor by which negligence of the aforesaid Joe Toon, the plaintiff was violently jerked from the platform, along with the aforesaid band making machine and thrown to the floor a distance of about six (6) feet, and plaintiff was thereby greatly and permanently injured, much of the muscle of one leg being torn away, and his leg weakened and disfigured, besides being bruised in other parts of the body, and made sore and sick, and caused thereby to suffer great physical and mental pain, to the damage of plaintiff as aforesaid, wherefore he brings this suit.

Count 3. The plaintiff claims of the defendant the sum of Five Thousand Dollars (\$5000), as damages for that heretofore, to wit: on the 24th day of October 1906, the defendant, a corporation known as the Athens Cotton Mill Company, was running and operating a certain mill located and situated near Athens in Limestone County, Alabama, and about the above mentioned date, to wit: on the 24th day of October 1906, plaintiff was employed as a laborer in said cotton mill and while working as said laborer and acting within the scope of his duties as such was operating a machine known as a band making machine for the making of bands which said band making machine stood and was placed on a platform in said mill elevated about six (6) feet above the floor of the room in which the same was located. The said band making machine, when in operation was propelled by a belt from a pulley on a main shaft, said main shaft was distance about seven (7) feet above said band making machine and at an angle of about forty five degrees (45°) or thereabout from it; there was also a pulley on the band making machine, by which, by which the same was operated by a belt from a pulley which was on the main shaft. Plaintiff was standing at his proper and usual place on the aforesaid platform operating the aforesaid band making machine within the line of his duties as aforesaid, in the presence and under the direction of one Joe Toon, the superintendent, or room boss, of the room in said mill in which plaintiff was working, who as such, had the superintendence of said room and of the machinery and employees therein, and while in the exercise of said superintendence on the aforesaid date, the said Joe Toon, carelessly and negligently made an attempt to throw the belt of the band machine on to the pulley of the main shaft but in doing so, let the belt loop around the main shaft which was above the band machine as aforesaid, by which negligence the band making machine was hurled from the platform, knocking off and carrying

with in the plaintiff to the floor and plaintiff was thereby greatly injured much of the muscle of one leg was torn away and his leg was permanently weakened and disfigured besides being bruised in other parts of the body and made sore and sick and caused thereby to suffer and continues to suffer, great physical and mental pain; and his ability to labor and earn a livelihood through life is lessened and permanently impaired; to plaintiff's damage as aforesaid, wherefore he brings this suit.

Amend, by striking out counts 4 and 5 of the original complaint.

Jno. B. McLellan }
Brown and Kyle } Plaintiffs Attorneys
Plaintiff demands a trial by jury in this cause.
Jno. B. McLellan
Brown and Kyle
Plaintiffs Attorneys

Filed December 13th 1906

J. E. Clem - Clerk.

James W. Woodroof, Plaintiff }
9751 V.B. }
N.B. Hall et al, Defendants }
a summons and complaint in the words and figures following,
to wit: Circuit Court -

The State of Alabama }
Limestone County. }
To any Sheriff of the State of Alabama - Greeting;
you are hereby commanded to summon N.B. Hall,
Will Hall and Frank Hall, formerly partners trading and doing
business under the firm name and style of N.B. Hall and Sons;
Colby-Hinkle Company, a corporation; N.B. Hall, Will Hall and Frank Hall,
partners trading and doing business under the firm name and style
of N.B. Hall and Sons; and N.B. Hall and Sons, a partnership,
to appear at the next term of the Circuit Court to be held for said county at the
usual place of holding the same then and there to answer the complaint of
James W. Woodroof. Witness this 7th day of December 1906.

J. E. Clem - Clerk.

Complaint.

James W. Woodroof
V.B.

Plaintiff

N.B. Hall, Will Hall, and Frank Hall,
formerly partners trading and doing business
under the firm name and style of N.B. Hall and Sons;
Colby-Hinkle Company, a corporation, N.B. Hall,
Will Hall and Frank Hall, partners trading and doing
business under the firm name and style of N.B. Hall and Sons,
and N.B. Hall and Sons, a partnership

Defendants,

The plaintiff claims of the defendants
the sum of to wit: Seven hundred
and five (\$705.00), dollars for this
that the defendants wilfully and
knowingly, without the consent of
the plaintiff, who is the owner
of the following described land
in Limestone County, Alabama,
to wit: all that part of the

north east quarter of Section fifteen (15), Township five (5), South, range four (4), west, which lies north and east of the negro Slough, cut from said land, or took away therefrom, or destroyed thereon to wit: one hundred and forty-one tupelo gum trees, the property of the plaintiff. The plaintiff claims of the defendants the like sum of to wit: Seven hundred and five (\$705⁰⁰), dollars for damages for the cutting down, or taking away, or destruction of to wit, one hundred and forty-one tupelo gum trees, the property of the plaintiff, on the following land in Limestone County, Alabama, to wit: all that part of the north east quarter of Section fifteen (15), Township five (5), South, range four (4), west, which lies north, east of the negro Slough, which is not the land of the defendants, which cutting down, or taking away, or destruction was done wilfully and knowingly, without the consent of the owner of the land, who is the plaintiff herein.

The plaintiff claims of the defendants the like sum of to wit: Seven hundred and five (\$705⁰⁰), dollars, being the statutory penalty prescribed by Sec. 4137 of the Code of Alabama, of 1896, for the cutting down or taking away, or destruction of to wit: one hundred and forty-one tupelo gum trees, the property of the plaintiff, on the following described land in Limestone County, Alabama, to wit, all that part of the north east quarter of Section fifteen (15), Township five (5), South, range four (4), west, which lies north and east of the negro Slough, wilfully and knowingly, without the consent of the plaintiff, who is the owner of said land, herein described.

W. J. Sanders

Attorney for Plaintiff

Filed December 7th, 1906,

J. E. Glenn Clerk

I have executed the within writ December 18th, 1906, by leaving a copy of the within summons and complaint with each of the following defendants.

N. B. Hall, Will Hall, and Frank Hall as members of the former partnership of N. B. Hall and Sons, and of the present partnership of that name, and as individuals; also by leaving a copy with N. B. Hall a member of said partnership of N. B. Hall and Sons for said partnership; also by serving upon and leaving with Wm. W. Hall a copy ^{for} of the Deft. Colby-Hinkle company, a corporation, the said Wm. W. Hall being the agent of said company in Alabama upon whom process may be served.

Jas. H. Wiggins Sheriff
By W. M. Wiggins D. S.

Keith, Simmons & Company Plff. } Be it remembered that unto the January
 # 977 U.S. } term 1907 of the Circuit Court of Limestone
 Wm H Bullington Defh. } County, Alabama, was returned a summons
 and complaint in words and figures following

to wit: Circuit Court.

The State of Alabama,
 Limestone County.

To any Sheriff of the State of Alabama Greeting:
 You are hereby commanded to summon William H. Bullington,
 to appear at the next term of the Circuit Court to be held for said County, at
 the usual place of holding the same then and there to answer the
 complaint of Walter Keith, and William G. Simmons, Partners
 Trading and doing business under the firm name and style
 of Keith, Simmons and Company -
 Witness this 8th day of December 1906.

J. E. Clem Clerk,

Complaint.

Walter Keith and William G. Simmons,
 Partners Trading and doing business under
 the firm name and style of Keith, Simmons & Co. Plaintiffs
 # 977 U.S.
 William H. Bullington Defendants

The Plaintiffs claim of the Defendants
 the sum of one hundred and fifty-
 nine and 2/100 Dollars,
 due from him by account on,
 to wit: The 10th day of September 1906,
 which sum of money with the interest

thereon, is still unpaid. The said account is verified by affidavit.
 The Plaintiffs claim of the Defendants the like sum of one hundred and fifty-
 nine and 2/100 Dollars due from him by account for Merchandise,
 goods and chattels sold by the Plaintiffs to the Defendants on to wit, the
 17th day of February, 1906, which sum of money, with the interest thereon, is
 still unpaid. The said account is verified by affidavit.

The Plaintiffs claim of the Defendants the like sum of One hundred and fifty-
 nine and 2/100 Dollars due from him on account stated between the
 Plaintiffs and the Defendants on to wit, the 23rd day of September 1906, which
 sum of money with the interest thereon, is still unpaid. The said account
 is verified by affidavit.

W. J. Sanders

Attorney for Plaintiffs

Filed December 8th 1906. J. E. Clem Clerk

I have executed the within writ December 14th 1906 by leaving
 a copy of the within Summons and Complaint with
 William H. Bullington Defendant.

E. F. Furey Sheriff

Orr Jackson & Company Plaintiffs
97888.
William H. Bullington &
Robert B. Noblett

Defendants

Be it remembered that unto the January term 1907 - of the Circuit Court of Limestone County Alabama was returned a summons and complaint in word and figures following to wit:
Circuit Court.

The State of Alabama }
Limestone County.

To any Sheriff of the State of Alabama Greeting:
You are hereby commanded to summon William H. Bullington and Robert B. Noblett partners trading and doing business under the firm name and style of Bullington and Noblett to appear at the next term of the Circuit Court to be held for said county at the usual place of holding the same then and there to answer the complaints of William F. Orr, Geo. M. Jackson, J. H. Orr, John R. Jackson, and J. M. Frierson, partners trading and doing business under the firm name and style of Orr Jackson and Company.
Witness this 8th day of December 1906

J. E. Clem (Clerk)

Complaint

William F. Orr, George M. Jackson, J. H. Orr,
John R. Jackson and J. M. Frierson,
partners trading and doing business
under the firm name and style
of Orr Jackson and Co. Plaintiffs
vs.

William H. Bullington and
Robert B. Noblett, Partners trading
and doing business under the firm
name and style of Bullington and Noblett, Defts.

Filed December 8th 1906

J. E. Clem Clerk

The Plaintiff claim of the defendants the sum of three hundred and ninety three Dollars due from them by account on to wit the 7th day of December 1906; which sum of money with the interest thereon is still unpaid.

W. T. Sanders
Attorney for Plaintiff

* T. M. Hobbs
979, U.S.

The Western Union Telegraph Company,)
Be it remembered
unto January term
1907 of the circuit
court of Limestone
County Alabama

was returned a summons and complaint in words and figures following to-wit,

The State of Alabama,
Limestone County,

) In the circuit court
To any sheriff of the state of
Alabama - Meeting.

You are hereby commanded to summon The Western Union Telegraph Company, a corporation, to appear at the next term of the circuit court to be held for said county, at the usual place of holding the same, then and there to answer the complaint of T. M. Hobbs.

Witness this 10th day of December 1906.
J. E. Clem. Clerk.

Complaint.
T. M. Hobbs. ----- Plaintiff.

The Western Union Telegraph company, a corporation
Defendant.

The plaintiff claims of the defendant the sum of one thousand dollars, as damages, for this, that whereas, on to-wit: the 15th day of September, 1906, before and since that date the said defendant, a corporation, was engaged in the business of transmitting messages over its wires between Canyon City, Texas, and the Town of Athens, Alabama, and Linger other places, for hire; that on said day, to-wit: the 15th day of September, 1906, one E. C. Gordon delivered to the agent of said defendant at Canyon City, Texas, for transmission and delivery to this plaintiff a telegraphic message, in substance as follows, "arranged ninety days extension options. Need not come Will write," that said message was addressed to this plaintiff at Athens, Alabama, and was signed by the said Gordon; that said charge for the transmission and delivery of said message was paid by said Gordon; that prior to the sending of said message this plaintiff had an arrangement

with said Gordon by which said Gordon was to wire this plaintiff if it was necessary for him to come to Texas; that said message was filed in the office of this defendant at Canyon City, Texas, about four o'clock on the afternoon of Saturday; that this plaintiff did not leave his home in Athens for Texas until Saturday night about eight o'clock; that he made arrangements to have any telegram which might come for him from the said Gordon to be forwarded to him at Decatur, Alabama, provided the same reached Athens, after that time and was delivered before eleven o'clock Saturday night, and if it reached Athens and was delivered by eleven o'clock Sunday morning, that the same should be forwarded to him at Memphis, Tennessee; that these arrangements were made in order that this plaintiff could avoid the trip to Texas if it were not necessary; that said telegram was not delivered at the home of this plaintiff until the morning of Monday, the 17th day of September, 1906, that because of this negligence of the defendant, through and by its servants and agents, or servant or agent, this plaintiff took said trip to Texas at a large expense to him, to-wit: one hundred and fifty dollars, and was kept from his business interests at his home and was otherwise damaged; all in the aforesaid sum of one thousand dollars. Hence this suit.

2

The plaintiff claims of the defendant, a corporation, engaged in the business of transmitting and delivering telegraphic messages sent over its lines of wires for hire, the sum of one thousand dollars, as damages, for this, that, whereas, on, to-wit: the 15th day of September, 1906, the said defendant was delivered a message by one E. C. Gordon, about four o'clock in the afternoon, from him to the said plaintiff at Athens, Alabama, the said E. C. Gordon having delivered said message and prepaid the charges thereon, to the agent, servant or employee of said defendant at Canyon City, Texas, that said message was, in substance, as follows:

Canyon City, Texas.

To J. M. Hobbs, Athens, Ala.

Arranged ninety days extension options, need not come. Will write.

(Signed) E. C. Gordon.

that said message was sent by said Gordon to said plaintiff by arrangement previously made between him and the said Gordon, and in accordance therewith; that said telegram was not delivered until the morning of Monday, the 17th day of September, 1906; that it should have reached here, if promptly transmitted, before seven o'clock of the day on which it was filed at defendant's said office in Canyon City, Texas; that this plaintiff had the said Gordon to send to him said message so that plaintiff could avoid a trip to the state of Texas; that had said telegram been promptly transmitted and delivered, as it was the duty of this defendant to do, said plaintiff would have been saved the expense, delay and absence from his business at Athens, Alabama; but that said defendant negligently failed to promptly transmit and deliver said telegram; that said plaintiff awaited said telegram until about eight o'clock on Saturday night, the 15th day of September, 1906, and the same not having arrived he boarded the train at said town of Athens for the State of Texas; that he made arrangements for his wife to forward to him at Decatur, Alabama, any telegram which might come to him from said Gordon before eleven o'clock on that night; that plaintiff also made arrangements for his wife, in the event such telegram was not received by the hour mentioned, to forward to him such telegram, if it was delivered in time, at Memphis, Tennessee, in order that he might return to his home and be thereby saved the expense, annoyance and delay and absence from his business, which a trip to Texas would occasion him.

And plaintiff avers that said defendant negligently failed to promptly transmit and deliver the aforesaid telegram in compliance with its duty in the premises, and that because of said negligence in thus failing to do its duty as required under the law, this plaintiff was not apprised of the contents of said telegram and in consequence made the trip to Texas at great expense to himself, to-wit: the sum of one hundred and fifty dollars, and was otherwise damaged by

being absent from his business at his home, was put to great annoyance and trouble and inconvenience, all to his damage in the aforesaid sum of one thousand dollars, Hence this suit.

W. R. Walker,
attorney for plaintiff,

Filed Dec. 10. 1906.

J. E. Clem. Clerk.

Executed by leaving a copy of the within summons and complaint with C. M. Hamblin agent or manager of the western Union Telegraph company, at Athens, Alabama Dec. 11th, 1906.

E. F. Puryear. Sheriff.

#980

Warren neely & company.
U.S.

Joseph B. Riggs.

The State of Alabama.
Limestone, County.

Be it remembered unto January term 1907. of the Circuit court of Limestone county Alabama, was returned a summons and complaint

in words and figures following to-wit.

The State of Alabama.
Limestone, County.

In the Circuit court.

To any Sheriff of Alabama - Greeting:

you are hereby commanded to summon Joseph B. Riggs as the surviving partner and member of the firm of Riggs Brothers, formerly a partnership composed of the ~~said~~ Joseph B. Riggs, and Van Riggs, now deceased; and Joseph B. Riggs, individually, to appear at the next term of the Circuit Court to be held for said County, at the usual place of holding the same, then and there to answer the complaint of Albert S. Warren, George M. Neely, William C. Dibrell, Horace Frierson, Neely Pride, Sam D. Clark, Peyton Robertson, and Louis P. Thornburg, partners trading and doing business under the firm name and style of Warren, Neely and Company. Witness this 10th day of December, 1906.
J. E. Clem. Clerk.

Complaint.

Albert S. Warren,
 George M. Neely,
 William C. Nibbel,
 Horace Frierson,
 Neely Bride,
 Sam R. Clark,
 Peyton Robertson,
 and Louis P. Thornburg,
 Partners trading and
 doing business un-
 der the firm name
 and style of Warren,
 Neely and Company,
 Plaintiffs,

v.s.

Joseph B. Riggs as
 the surviving partner
 and member of the
 firm of Riggs Brothers,
 formerly a
 partnership composed
 of the said Joseph
 B. Riggs, and Van
 Riggs now deceased,
 and Joseph B. Riggs,
 individually,
 Defendants

The plaintiffs claim of the Defendants the sum of two hundred and thirteen dollars, due from them by account on, to-wit, the 3rd day of December, 1906, which sum of money, with the interest thereon, is still unpaid. The said account is verified by affidavit.

W. T. Sanders,
 Attorney for Plaintiffs.

Filed Dec. 10th 1906.

J. E. Clem. Clerk.

I have executed the within writ December 22nd, 1906. by leaving a copy of the within summons and complaint with Joseph B. Riggs, Defendant.

As the surviving partner and member of the firm of Riggs Brothers formerly, partners trading and doing business under the firm name and style,

E. F. Puryear, Sheriff.

H. Legg,
 Deputy Sheriff.

#981

William B. Russell, et. al.

vs.

David M. Gordon, Deft.

Be it remembered unto January term 1907, of the Circuit Court of Limestone County Alabama, was returned a summons and complaint in words and figures following to wit:

The State of Alabama,
Limestone County.

In the Circuit Court,
To an sheriff of the
State of Alabama,
Greeting:

You are hereby commanded to summon David M. Gordon, to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, there and there to answer the complaint of Wm. B. Russell, an individual trading and doing business under the firm name and style of W. B. Russell and company.

Witness this 11th day of December, 1906.

J. E. Clem, Clerk.

Complaint.

Wm. B. Russell an individual trading and doing business under the firm name and style of W. B. Russell and co.

Plaintiffs.

David M. Gordon.

Defendant.

The plaintiff claims of the Defendant the sum of sixty nine and 5/100, dollars, due from the Defendant by promissory note made by him the name of D. M. Gordon, on the 9th day of July, 1904, and payable to the plaintiff by the name of W. B. Russell, and co, on the 15th day of November, 1904, with interest thereon.

The plaintiff claims of the defendant the further sum of 10 per cent of the amount due upon said note as Attorney's fee for the collection thereof, the defendant having stipulated in writing to pay an Attorney's fee for the collection of said note. and it is further averred that the said sum of 10 per cent of the amount due thereon is a reasonable Attorney's fee in the premises.

~~##~~ The plaintiff avers that the defendant in writing in and by said note waived all right to claim any exemptions under the Constitution and the laws of the State of Alabama as against the collection of the debt evidenced by said note.

W. F. Sanders,

Attorney for Plaintiff,

Filed Dec. 11th 1906.

J. E. Clem. Clerk.

I have executed the within writ December 15th 1906, by handing a copy of the within summons and complaint to David M. Gordon, Defendant.

E. F. Purgear, Sheriff.

#982 George W. Dickerson, Plaintiff.
vs
John G. Finley, Defendant. } Be it remembered unto January term 1907, of the Circuit Court of Limestone county, Alabama, was returned a summons and complaint in words and figures following to-wit:-

The State of Alabama, } In the circuit court
Limestone county, } To any Sheriff of the State of Alabama Greeting,
You are hereby commanded to summon John G. Finley to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, then and there to answer the complaint of George W. Dickerson.

Witness this 21st day of December, 1906.
J. E. Clem. Clerk.

George W. Dickerson, Plaintiff
John G. Finley, Defendant

Complaint.

The plaintiff claims of the defendant the sum of ten thousand dollars, as damages, for this, that, whereas, on, to-wit; the 27th day of May, 1906, the defendant under and by the name of J. G. Finley, entered into a contract with the plaintiff, in words as figures as follows to-wit:-

The State of Alabama,) This agreement entered
 County of Limestone) into by and between
 J. L. Finley, of Decatur, Ala,
 and Geo. W. Dickerson, of Florence, Ala. That the
 said Finley, being the owner of the Island
 in the Tennessee River, below Decatur, Ala.,
 known as Finley's Island, and the owner
 of the standing timber thereon, and of a saw-
 mill now on said Island, run by steam,
 and also the owner of cattle, mules and horse
 teams thereon, herewith agrees to furnish to said
 Dickerson all his standing timber, the free
 use of his saw-mill and the free use of two
 yoke of oxen, together with log wagons, chains
 and all other tools necessary for logging of
 said timber, also the free use of two to four
 mule teams, together with log wagons and tools.

The said Finley also agrees to furnish
 the necessary oil for mill, and to keep mill
 in repair, and to feed for cattle and mules.

In consideration of the above said
 Dickerson agrees to cut the timber, furnish
 the drivers for teams, all labor in saw-mill
 and the stacking of all merchantable lumber
 sawed at said mill, free of all expense
 to said Finley. Said Dickerson also agrees
 to mfg. all lumber in a workmanlike
 manner. No logs to be hauled or sawed
 that will not make merchantable lumber.

Any logs cut that said Dickerson does
 not consider merchantable are to remain
 the property of said Finley and he shall
 have the right to make use of same.

Said lumber mfgd. from the timber on
 said Island is to be the property of said
 Finley and Dickerson in equal shares.

Said Dickerson further agrees to purchase
 said Finley's half the lumber, and pay for
 same, net cash at the rate of nine dollars
 per foot. Payments to be made to said Finley
 when lumber is loaded on barge, said

Dickerson agrees to pay and does pay two
 hundred fifty dollars upon the signing
 of this contract. This money is to be applied
 on lumber bought of said Finley as
 provided in this contract. Said Dickerson
 agrees to run said saw-mill and cut
 at the rate of 40,000 ft. a month or more

barring accidents. Said Finley agrees to give said Wickerson to Jan. 1st 1908, in which to complete this contract. This contract is not to include bank timber and not to interfere with land that is cut over."

(Signed) "J. S. Finley"

That plaintiff, with full knowledge on the part of the said defendant, and relying upon his said contract, did contract and agree to sell all of the merchantable lumber manufactured from said timber cut by him, the said plaintiff, on said Island at and for a profit of, to-wit: five dollars and fifty cents per thousand feet; that plaintiff, with full knowledge of the defendant, went to large expense, much trouble and annoyance preparing to carry out ~~this~~, plaintiff's, part of said contract; that said plaintiff, in accordance with the terms of said contract above set forth, entered upon the performance of said contract; that plaintiff cut from said timber mentioned in said contract about, to-wit: thirty thousand feet of merchantable lumber under and in accordance with the terms of said contract; that the defendant, notwithstanding the performance and discharge by this plaintiff of all of the conditions required by said contract to be performed by him, breached said contract on his part, in this: He proceeded to cut from off of said Island a large amount of said timber, none of which was bank timber, to-wit: forty thousand feet, and upon this plaintiff objecting thereto said to this plaintiff that he, said defendant, intended to continue such cutting, asserting that he, said defendant, was cutting timber not included in said contract or agreement: That said defendant further breached said contract in this: He refused to furnish to this plaintiff the teams provided under and by the terms of said contract, except as to him, said defendant, seemed fit and proper; he, said defendant, when the oxen furnished by him became injured, without fault on the part of this plaintiff, or anyone for whose

acts he was responsible, refused to furnish any other team or teams of said oxen; that defendant also refused to permit the teams of mules agreed to be furnished by him to do such work as was required in the logging business, such as pulling logs to a point where the same could be loaded; that defendant refused to furnish sufficient feed to keep the teams he did furnish in such physical condition as that the same were able to do the work necessary to carry out the terms of the contract above set forth, and said defendant, when it was discovered by this plaintiff, that said teams so furnished were not able to do the work, refused to permit this plaintiff to hire or to purchase other teams and pay a reasonable hire therefor, in order that said plaintiff might perform his part of the aforementioned contract; that said defendant constantly interfered with, and hindered from, the doing of their work by the hands employed by plaintiff to do the work essential to the carrying out of the said contract; that he so interfered with the sawyer of this plaintiff that said sawyer refused to proceed any further with the work and left the Island; that said defendant likewise caused the driver employed by this plaintiff to leave the service of the plaintiff; that said defendant would force the driver to go a long distance to-wit: a quarter of a mile to obtain feed for the teams; that said defendant refused to furnish, for a portion of the time during which plaintiff was endeavoring to the best of his ability to carry out and perform his contract, any feed for the teams except green or new corn, the feeding of which to the teams the defendant well knew would incapacitate said ~~said~~ teams from performing the work necessarily required of them. And plaintiff avers that said defendant, although this plaintiff was always, from the time of the making of said contract until such refusal and wrongful discharge by the defendant,

as hereinbefore set forth, and thence hitherto, ready and willing to execute, perform and fulfil the said contract in all things on his part and behalf to be performed and fulfilled, whereof the said defendant had been often told, and although the said defendant, in pursuance and part-performance, on his part, has furnished the teams as here-in-before mentioned and has accepted and retained the sum of two hundred and fifty dollars, nevertheless defendant, afterwards, as set forth above, wrongfully prevented and discharged by such prevention, and injuriously and wrongfully hindered, this plaintiff from the further execution and performance of said contract on his, plaintiff's, part. Whereby plaintiff has lost all the profits of his said contract of sale of said merchantable lumber to have been manufactured out of said timber, the said lumber amounting to, to-wit: two million feet, and said plaintiff has been ~~to~~ put to costs in providing hands, and to other necessary costs and expenses for complete execution of said contract: all to his damage in the aforesaid sum of ten thousand dollars. Hence this suit.

And plaintiff claims of the defendant the further and other sum of ten thousand dollars, as damages, for this, that, whereas, on to-wit: the 27th day of May, 1906, the defendant entered into a contract with the plaintiff, in words and figures as follows: to-wit: plaintiff here adopts as a part hereof the portion of count one hereof which sets forth a copy of said contract: and, plaintiff further says that by mistake there was omitted from the draft of said contract a provision that said defendant was to permit the plaintiff to have the use of houses on said Island for his, defendant's, hands or employees, and that shortly after the signing of said contract the plaintiff called to defendant's attention this omission,

which said omitted clause had been agreed upon and the draftsman instructed to embody the same in said written contract, and thereupon said defendant agreed with this plaintiff that said contract should be with that added clause which had been omitted, and thereupon agreed with this plaintiff that said contract, written, should be so modified that it should be that he, said plaintiff, should be entitled to the use of said houses for his hands or employees; that said plaintiff thereupon proceeded to execute and perform those parts of said agreement, as thus modified, which were to have been performed and executed by him; that said defendant, notwithstanding this, entered upon a series of acts hindering and preventing said plaintiff from the performance of said contract; that he caused plaintiff's hands to stop working for him, to-wit: his driver and his sawyer; that he refused to permit this plaintiff to use said houses for his hands; that he notified the plaintiff that he must move his hand out of the only house defendant permitted this plaintiff to use as agreed upon; that he, defendant, cut of said timber none of which was bank timber, mentioned in said contract from, to-wit: 30,000 to 40,000 feet, and upon objection being made by this plaintiff asserted his right to cut said timber and told this plaintiff he was going to continue to cut said timber, asserting that the same was not included within the terms of said contract, and that this plaintiff was not entitled to the same; that defendant thus prevented and hindered this plaintiff in the performance of his part of said contract and by thus hindering and preventing him from performance, discharged said plaintiff from the further or other execution of said contract; that defendant was well aware at the time he thus prevented this plaintiff from performing his part of

said contract that the plaintiff had made a contract for the sale of all lumber manufactured from the said timber described in said contract at a large profit; that said defendant in diverse other ways hindered and prevented the execution of said contract on the part of this plaintiff.

And plaintiff avers that said defendant, although this plaintiff was always, from the time of the making of said contract until such wrongful refusal and wrongful discharge by the defendant, as hereinbefore set forth, and hence hitherto, ready and willing to execute, perform and fulfil the said contract in all things on his part and behalf to be performed, whereof the said defendant had often been told, and although the said defendant, in pursuance and part-performance on his part, has furnished the teams and one horse, as hereinbefore mentioned, and has accepted and retained the sum of two hundred and fifty dollars, nevertheless defendant, afterwards to-wit: as set forth hereinabove, wrongfully prevented, and discharged by such prevention, and injuriously and wrongfully hindered and delayed, this plaintiff from the further execution and performance of said contract on his, plaintiff's part. Whereby plaintiff has lost all of the profits of his said contract of sale of said merchantable ^{cut} lumber to have been manufactured of said timber, the same amounting to, to-wit: two millions of feet, and said plaintiff has been put to large costs in providing hands, has been caused to lose much time, and put to other necessary costs and expenses for the complete execution of said contract; all to his damage in the aforesaid sum of ten thousand dollars. Hence this suit.

W. R. Walker
Attorney for Plaintiff.

Filed Dec. 21, 1906.

J. E. Clem. Clerk.

Executed by leaving a copy of the within
summons and complaint on the within
Deft. December 24th, 1906

E. F. Puryear, Sheriff,

#983.

Bernard Collier, Plaintiff.

v. e

Louisville and Nashville
Railroad Company,
Corporation, Defendant.

Be it remembered
unto January term,
1907, of the Circuit
Court of Limestone
County, Alabama,
was returned

a summons and complaint in words
and figures following to-wit:

The State of Alabama, } Circuit Court.
Limestone County. }

To any Sheriff of the State of Alabama--Greeting:
You are hereby commanded to summon
The Louisville and Nashville Railroad
Company, a corporation, to appear at
the next term of the Circuit Court to be
held for said County, at the usual place
of holding the same, then and there to
answer the complaint of Bernard Collier.
Witness this 22nd day of December, 1906.
J. E. Clem. Clerk.

Complaint

Bernard Collier.) v. e

(The Louisville and
Nashville Railroad Company
Corporation.)

- 1- The plaintiff, Bernard Collier, claims of the
defendant, The Louisville and Nashville Rail-
road Company, a corporation, the sum of
fifteen hundred dollars damages for this:
That on, to-wit, the 8th day of October, 1906, the
defendant was a common carrier of passengers
between Athens, Alabama, and Harris Sta-
tion, Alabama, among other points; that
on, to-wit, said day and date, the plaintiff
was a passenger for hire on one of the
defendant's trains operating between
said points, among other points; that he
was received and accepted by the said
defendant on, to-wit, said day and date,
at the station first above named,

viz: Athens, Alabama; that as the train approached and slowed up for said Harris Station, the porter, or agent, or employee, or servant of the said defendant announced the said station of Harris and the plaintiff arose from his seat and started towards the door through which it was necessary for him to make his exit from the car; that the porter, or agent, or employee, or servant of the said defendant opened the door of said car and passed through same, followed immediately by a passenger on said defendant's train, who also passed through said door, and said passenger was immediately followed by the plaintiff; that as said plaintiff passed through said door-opening and as he placed his hand against the door-case of said door to assist himself in getting off of said car, the said door of said defendant's car, by reason of said porter, or agent, or servant, or employee negligently failing when he opened said door to catch the fastenings which hold said door ajar and prevent it from closing, or by reason of the defective fastenings or appliances used for the keeping said door open or ajar, came to with great force and violence and badly mashed and crushed three fingers of plaintiff's left hand, viz: the middle, ring, and little fingers, causing him great pain and suffering, mentally and physically, and causing him to incur expense for medical attention and medicine for treating said mashed fingers and incapacitating him for work with his left hand for some time and preventing him for a period of time from plying his vocation as a barber. And the plaintiff avers that the act of the porter, or agent, or servant, or employee of the said defendant in negligently failing to catch the fastenings of said door, or the defective catch, or fastening, or appliance used by said defendant for the purpose of holding open said door and its failure to have same in proper order and

condition was an act of negligence on the part of the defendant in violation of its duty as a common carrier of passengers to safely transport this plaintiff as a passenger for hire.

- 2- The plaintiff claims of the defendant the said and like sum of fifteen hundred dollars damages for this: That, on, to-wit; the 8th day of October, 1906, the defendant was a common carrier of passengers between Athens, Alabama, and Harris Station, Alabama, among other points; that on, to-wit; said day and date, the plaintiff was a passenger for hire on one of the defendant's trains operating between said points, among other points, that he was received and accepted by the said defendant, on, to-wit; said day and date at the station first above named, viz; Athens, Alabama; that as the train approached and slowed up for said Harris Station, one of the trainmen, a porter, agent, or servant of the defendant announced the said station of Harris and the plaintiff arose from his seat and started towards the door through which was the exit from the car; that the trainman, a porter, agent, or servant of the said defendant, opened the door of said car for the exit of the passengers and himself passed through same, followed by a passenger on said defendant's train, who also passed through said door, and said passenger was immediately followed by the plaintiff; that as said plaintiff passed through said door-opening and as he placed his hand against the door-case of said door to assist himself in getting off of said car or train, the said door of said defendant's car, by reason of the said trainmen, a porter, agent, or servant of the defendant, negligently failing when he opened said door to catch the fastenings which hold said door ajar and prevent it from closing, came to with great force and violence and badly mashed and crushed three fingers of plaintiff's left hand, viz; the middle, ring, and little fingers, between the door and the door-casing, causing him great pain and suffering.

mentally and physically, and causing him to incur expense for medical attention and medicine in treating said mashed fingers, and incapacitating him for any work with his left hand for some time, and preventing him for a period of time from plying his vocation as a barber.

And the plaintiff avers that the act of the said trainmen, a porter, or agent, or servant of the said defendant, in negligently failing to catch the fastenings of said door was an act of negligence on the part of the defendant in violation of its duty as a common carrier of passengers to safely transport this plaintiff as a passenger for hire.

- 3.- The plaintiff claims of the defendant the said and like sum of fifteen hundred dollars damages for this: That on, to-wit: the 8th day of October, 1906, the defendant was a common carrier of passengers between Athens, Alabama, and Harris Station, Alabama, among other points; that on, to-wit: said day and date, the plaintiff was a passenger for hire on one of the defendant's trains operating between said points, among other points; that he was received and accepted by the said defendant, on, to-wit: said day and date at the station first above named, viz: Athens, Alabama; that as the train approached and slowed up for Harris Station, one of the trainmen, a porter, agent, or servant of the defendant announced the said station of Harris and the plaintiff arose from his seat and started towards the door through which was the exit from the car; that the trainmen, a porter, agent, or servant of the said defendant opened the door of said car for the exit of the passengers and himself passed through same, followed by a passenger on said defendant's train, who also passed through said door, and said passenger was immediately followed by the plaintiff; that as said plaintiff passed through said door opening and as he placed his hand against the door-case of said door to assist himself

in getting off of said car or train, the said door of said defendant's car, by reason of the defective catch, or fastening, or appliance used by said defendant for the purpose of holding open said door and its negligently failing to have same in proper order and condition, or on account of the defendant's negligently having a defective and unsafe fastening or catch, or appliance for such purpose, came to with great force and violence and badly mashed and crushed three fingers of plaintiff's left hand, viz: the middle, ring, and little fingers, between the door and the door-casing causing him great pain and suffering, mentally and physically, and causing him to incur expense for medical attention and medicine for treating said mashed fingers, and incapacitating him from using his left hand for ordinary work for some time, and preventing him for a period of time from plying his vocation of a barber.

And plaintiff avers that the use and having in operation by the defendant the said defective catch, or fastening, or appliance for holding open said door and its failure to have same in proper order and condition or its having in use and operation a defective fastening or catch, or its having one insufficient for the purpose and which did not hold the door open or ajar was an act of negligence on the part of the defendant in violation of its duty as a carrier of passengers to safely convey this plaintiff as a passenger for hire.

4.- The plaintiff claims of the defendant the said and like sum of fifteen hundred dollars for this: That on, to-wit: the 8th day of October, 1906, the plaintiff was a passenger on one of the trains of the said defendant, which is and was on said day and date a common carrier of passengers between Athens, Alabama, and Harris Station, Alabama, among other points; That while the plaintiff was going through the door of the car or coach out which he was travelling in the act of alighting at said Harris Station, the door of said car or

coach, which had been opened by one of the trainmen, a servant, agent, or employee of said defendant, for the passengers on said car or coach to pass through while getting off at said station, suddenly slammed to and caught and severely mashed three of the fingers on plaintiff's left hand, viz: the middle, ring and little fingers, causing plaintiff much pain and suffering, mental and physical, and causing him to incur expense for medical attention and medicine in treating said mashed fingers, and incapacitating him to a great extent from doing any work for some time, and preventing him from carrying on his business or work as a barber for a period of time. wherefore plaintiff sues.

James E. Horton, Jr.
Attorney for plaintiff.

Filed Dec. 22, 1906

J. E. Clem, Clerk.

I have executed the within writ Dec. 22nd, 1906, by leaving a copy of the within Summons and Complaint with C. M. Hamblin, agent for Defendant, Athens, Ala.

E. F. Puryear, Sheriff.

W. A. Kendall,
#984 vs
George West.

Be it remembered that unto January term 1907 of the Circuit Court of Limestone County was returned a Summons & Complaint

in words and figures following to-wit:
The State of Alabama, }
Limestone County } Circuit Court.

To any Sheriff of the State of Alabama--Greeting:
Whereas W. A. Kendall hath complained on oath to me J. E. Clem, Clerk of the Circuit Court of Limestone County, that George West is justly indebted to him, the said W. A. Kendall for rent and advances in the sum of Two hundred and Eighteen Dollars and one-fourth of a bale of cotton at gin and one-fourth of cotton now in the field on said rented premises and farming tools and harness advanced by and W. A. Kendall to said George West and the Plaintiff having made affidavit and given bond as required by law in such cases; You are hereby commanded

to attach so much of the crops grown on the premises rented by said George West from said W.A. Kendaee for the year 1906 as shall be of value sufficient to satisfy the said debts and costs according to the complaint, and such crops, unless relieved so to secure that the same may be liable to further proceedings thereon, to be had at the next term of the Circuit Court for the County of Limestone to be held at the Court House thereof, when and where you shall make known to the said Court how you have executed this writ; Witness this 24th day of December 1906.

The State of Alabama } J.E. Clem, Clerk.

Limestone County } In the Circuit Court

Before me, J.E. Clem, Clerk of the Circuit Court in and for said State and county, this day personally appeared W.A. Kendaee, who, being first duly sworn, both before and say, that George West is justly indebted to him, as landlord, in the if to-wit: Two hundred and Eighteen dollars for advances in supplies farming tools and harness and one-fourth of a bale of cotton now at the gin and also one-fourth of the cotton now in the field, as and for rent; that said George West has removed from off of the premises rented by him from said affiant a part of the crop grown on said rented premises without paying the said rent and advances; that said George West has removed said portion or part of said crop from off of said rented premises without the consent of said affiant, his landlord; and that this attachment is not sued out for the purpose of vexing or harassing the said George West, the defendant.

W.A. Kendaee.

Sworn to and subscribed before me this 24th day of December, 1906. J.E. Clem, Clerk of the Circuit Court,

The State of Alabama,

Limestone County,

In the Circuit Court.

Know all men by these presents, that we, W.A. Kendaee, A.J. Krishnam and H.B. Malone are held and firmly bound unto George West in the sum of Four hundred ~~and~~ and thirty-six dollars, to be paid to the said George West, his heirs, executors, administrators or assigns, for which payment well and truly to be made we bind ourselves, jointly and severally, our heirs, executors, and administrators. Sealed with our seals, this 22nd day of December, 1906.

The condition of the above obligation is such, that, whereas, the above bondmen

W.A. Kendace has this day prayed for and obtained an attachment against the crops grown on the premises rented by the said George West for the year 1906, from said W.A. Kendace for the sum of Two hundred and Eighteen dollars and one-fourth of one bale of cotton now on hand at the gin and of one fourth of the cotton now in the field on said rented premises, for rent and advances returnable to the next term of the Circuit Court of Limestone County, Alabama.

Now, if the said W.A. Kendace shall prosecute said attachment to effect, and pay all damages to the said defendant, George West, which he may sustain from the 'wrongful or vexatious' suing out of said attachment, then this obligation to be void, otherwise to remain in full force and effect.

W.A. Kendace (Seal)
 J.F. Crisham, (Seal)
 H.B. Malone (Seal)

Taken and approved this 24th day of December, 1906, J.E. Clem, Clerk.

Filed December the 24th 1906, J.E. Clem Clerk.

Executed this 27th day of Dec, 1906, by having this writ on, 1 Bale of cotton & about 25 Barrels of Corn & about 100 bundles of Fodder, 1 set of Wagon Harness & one horse turning plows, one double shoveler the property of George West.

E. F. Puryear -
 By M.B. McDermore, C.L.C.

#985 Corinth Woolen Mills Company, Be it rem-
^{vs}
 William H. Bullington } embered unto
 and Robert Noblett. } January Term
 } 1907. of the
 } Circuit Court

of Limestone, county, Alabama, was
 returned a summons and Complaint
 in words and figures following to-wit:
 The State of Alabama.
 Limestone. county. } Circuit court.

To any sheriff of the state of Alabama-Greeting
 You are hereby commanded to summon
 William H. Bullington, and Robert Noblett,
 partners trading and doing business
 under the firm name and style of
 Bullington and Noblett, to appear at the
 next term of the Circuit Court to be held
 for said County, at the usual place of
 holding the same, then and there to answer
 the complaint of Corinth Woolen Mills, a
 corporation chartered and existing under
 the laws of the state of Mississippi.

Witness this 24th, day of December, 1906.
 J. E. Clem, Clerk.

Complaint.

Corinth Woolen Mills,
 a corporation char-
 tered and existing
 under the laws
 of the state of
 Mississippi.
 Plaintiffs } vs

(William H Bullington
 and Robert Noblett,
 partners trading and
 doing business under
 the firm name
 and style of Bulling-
 ton and noblett.
 Defendants.)

The plaintiff claims of the Defendants the
 sum of three hundred and twenty dollars,
 due from them by account, on, to-wit, the 1st
 day of November, 1906, which sum of money
 with the interest thereon is still unpaid.
 Said account is verified by affidavit.

W. T. Sanders,
 Attorney for Plaintiffs

Filed December 24th 1906.

J. E. Clem, Clerk.

I have executed the within writ December, 24th 1906, by leaving a copy of the within Summons and Complaint with William H. Bullington and Robert Noble, Defendants,

E. F. Puryear, Sheriff
By W. A. Kendall
Special H.S.

#986

The Long Distance Telephone and Telegraph Company } Be it remembered
v. } into January term
James E. Horton, Sr. et al. } 1907 of the Circuit
County, Alabama } Court of Limestone
was returned a summons and complaint in words and figures following to-wit:

The State of Alabama, }
Limestone, County, } Circuit Court

To any sheriff of the State of Alabama:
You are hereby commanded to summon James E. Horton, Sr., Jas. E. Horton, Jr., and A. M. Lewis to appear at the next term of the Circuit Court to be held for said County at the place of holding the same, there and there to answer the complaint of Long Distance Telephone and Telegraph Company, a corporation.
Witness my hand this the 24th day of December, 1906.

J. E. Clem, Clerk.

Complaint.

State of Alabama, }
Limestone, County, } In the Circuit Court,
Long Distance Telephone and Telegraph Company a corporation.

v. s.

James E. Horton, Sr.,
James E. Horton, Jr.,
A. M. Lewis, Defendants.

The plaintiff claims of the defendants the sum of Five Hundred dollars as damages for the breach of the conditions of a bond or writing obligatory made by the defendants on the 19th day of December, 1905, of substantially the following tenor and effect to-wit:

The State of Alabama,
 Limestone County, } In Chancery, Fifth
 District, Northern Div-
 ision.
 complaint.

vs
 Long Distance Telephone and Telegraph Company.
 Defendant.

Know all men by these presents, that we,
 Jas. E. Horton, Sr., Jas. E. Horton, Jr. and A. M. Lewis
 are firmly held and bound unto the Long
 Distance Telephone and Telegraph Company in
 the sum of Five Hundred Dollars, for the pay-
 ment of which well and truly be made,
 we, and each of us, hereby bind ourselves
 and our, and each of our, heirs, and represent-
 atives.

Given under our hands and seals this
 the 19th day of December, 1905.

The condition of the above obligation is
 such that, whereas, the above bounden
 Jas. E. Horton, Sr., desires, in accordance
 with the terms of a decree rendered by
 the Chancellor in above styled cause
 on the 19th day of December, 1905, in vacation,
 to re-instate the injunction dissolved under
 and by said decree, now, therefore, if the said
 Jas. E. Horton, Sr. shall pay all damages and
 costs which any person may sustain by
 the restoration of said injunction, if the
 said decree dissolving the said injunction
 is affirmed on the appeal to be taken or taken
 from the aforementioned decree, then this
 obligation is null and void, otherwise
 to remain in full force and effect.

Jas. E. Horton, Sr., (Seal)

Jas. E. Horton, Jr., (Seal)

A. M. Lewis, (Seal)

Taken, approved and filed this 21st day of
 December, 1905.

Bessie Davis, Register.

The plaintiff avers that prior to the
 execution of the said bond, the said
 defendant, Jas. E. Horton, Sr., had filed in
 the Chancery Court of Limestone County,
 Alabama, this bill of complaint,
 seeking to enjoin and restrain this

plaintiff from erecting and maintaining a line of telephone wires and poles along and over certain lands in Limestone County, Alabama, to-wit: The southeast quarter of section nine, and the north-east quarter of section sixteen, township four, range four, west.

until just compensation therefor should be made, and sought to enjoin and restrain until a final hearing of the said cause, this plaintiff, its agents, servants and employees from doing and performing any act in and about the construction, maintenance and operation of the telephone line on or over or across said lands described on said bill.

And further: That on the final hearing of said bill, this plaintiff be forever enjoined and restrained from constructing, maintaining and operating said line of telephone, over or along or across said lands: that in and by said bill aforesaid, this plaintiff was enjoined and restrained as in said bill prayed; that on, to-wit: the 19th day of December, 1903, the Chancellor of the Northern Chancery Division of Alabama made an order dissolving the injunction against this plaintiff, and also made an order in substance that if the said Jas. E. Horton, Jr. should appeal to the Supreme Court of Alabama that upon execution by him with approved security of a bond of the penal sum of Five Hundred dollars to be approved by the Register, conditioned to pay all damages and costs which any person might sustain by the restoration of the said injunction if the said decree dissolving the said injunction should be affirmed, then the said injunction should be re-instated and restored, pending such appeal; the plaintiff avers that thereafter the said Jas. E. Horton, Jr., executed with surety the bond above set out, which was approved by the Register, and said injunction was re-instated.

The plaintiff avers that it sought to

have the said appeal taken by The said
 Jas. E. Horton, Sr., set down for hearing in the
 Supreme Court of Alabama in advance
 of the regular call of cases from the
 Eighth Division of Alabama, having given
 notice to the solicitor of the said Jas. E.
 Horton, Sr.; and that plaintiff's solicitor at-
 tended the regular session of the Supreme
 Court on motion day thereof, and in open
 court moved said Supreme Court of Ala-
 bama to take submission of and hear and
 consider the appeal, but that the Supreme Court
 of Alabama refused to allow said appeal
 to be submitted or to hear and consider
 the same until the regular call of the
 Eighth Division in the Supreme Court of
 Alabama in February, 1906, whereupon the
 said appeal was submitted in the Supreme
 Court of Alabama for its judgment and
 consideration, and for several months
 pending said appeal the present plaintiff
 was hindered, impeded, obstructed and
 delayed in carrying on the enterprise
 which it had under way when the
 original injunction was sued out of
 erecting, constructing and maintaining a
 line of poles, cross arms, and lines of
 wire to be thereon strung, for the purpose
 of carrying on a telephone business, and
 the said appeal was not decided until
 the 7th day of June, 1906, when the Supreme
 Court of Alabama by its judgment and
 consideration did in all things affirm
 the order and decree of the Chancellor of the
 Northern Division of Alabama, dissolving
 and annulling the original injunction,
 the plaintiff avers that shortly thereafter,
 to-wit: within fifteen days from and after
 the affirmance by the Supreme Court of Alabama
 as aforesaid, the said Jas. E. Horton, Sr., filed in
 said court an application for a re-hearing,
 and pending said application, the certificate
 of affirmance was withdrawn and this
 plaintiff was still further hindered, de-
 layed, impeded, and obstructed and the
 work of prosecuting its aforesaid under-
 taking, was prohibited under the 6th day of
 July, 1906, when the said application for

rehearing was upon consideration of the Supreme Court of Alabama over-ruled.

The plaintiff avers that aforesaid bond has been broken to the damage of the plaintiff in the sum of Five Hundred Dollars.

The plaintiff claims of the defendant the following sum as special damages incurred in the premises, to-wit:

Five Hundred Dollars by the plaintiff as counsel fees to defend in the Supreme Court of Alabama against the said appeal; Second, Two Hundred and Fifty Dollars incurred by the plaintiff as counsel fees in defending against the aforesaid application for re-hearing, Third, Three Hundred Dollars as special damages for the delay occasioned by the restoration of said injunction, in this, that this plaintiff had a force of men, including foremen, and a large amount of material in readiness to proceed with the construction of its line across the aforesaid lands so soon as said injunction should be by the Chancellor dissolved; and that by the restoration of said injunction for several months thereafter, it was compelled to keep its men in idleness, paying their salaries, in order that they might be ready to proceed to construct the said line if and when the order and decree of the Chancellor should be affirmed, and the plaintiff was compelled to pay, and did pay, for the passage and transportation for two of its foremen, Harsh and Powers, the sum of fifteen dollars in order that they might leave the scene of operations when the said restoration bond was made, and in order that they might work elsewhere and in order that they might return to said scene of operation when said injunction was dissolved; and plaintiff avers that it did incur counsel fees to defend both against said appeal and to defend against the said application for re-hearing.

The plaintiff remits all damages in this suit in excess of Five Hundred Dollars, and interest thereon from the date of the

breach of the said bond.

M. K. Clements and
E. W. Godbey.

attorneys for the Plaintiff.

Filed December 24th 1906.

J. E. Clem. Clerk.

Executed by serving a copy of the within
Summons and complaint on each of the
within named Defendants.

This December 25th 1906.

E. F. Puryear. Sheriff.

By R. F. Colbert. Special D.S.

#987

The Long Distance Telephone
and Telegraph Company.
a corporation.

vs
Ida H. Pryor.

Be it remembered unto
January term 1907, of
the Circuit Court of
Limestone County,
Alabama, was
returned a summons

and Complaint in words and figures
following, to-wit:

State of Alabama, } To any sheriff of the
Limestone, county, } State of Alabama,

You are hereby commanded to summon
Ida H. Pryor, W. N. Richardson and William S.
Peeples, to appear the next term of the Circuit
Court to be held for said County at the place
of holding the same, then and there to
answer the complaint of Long Distance
Telephone and Telegraph Company, a
corporation.

Witness my hand this the 24th day of
December, 1906,

J. E. Clem. Clerk.

State of Alabama }
Limestone, county, }

In the Circuit Court.

Long Distance Telephone and Telegraph company.
a corporation.

vs
Ida H. Pryor,

W. N. Richardson,

W. S. Peeples.

Defendants.

The plaintiff claims of the defendants
the sum of Five Hundred Dollars as
damaged for the breach of the condi-
tions of a bond or writing obligatory

made by the defendants on the 19th day of December, 1905; of substantially the following tenor and effect, to-wit:

The State of Alabama, } In Chancery, Fifth District,
Limestone, County, } Northern Division,
Ida H. Pryor, } Complaint.
vs

Long Distance Telephone and Telegraph Company
Defendant.

Know all men by these presents, that we, Ida H. Pryor, W. N. Richardson and W. S. Peeples, are firmly held and bound unto the Long Distance Telephone and Telegraph Company in the sum of Five Hundred Dollars, for the payment of which we and truly to be made, we, and each of us, hereby bind ourselves and our, and each of our, heirs, and representatives.

Given under our hands and seals this the 19th day of December, 1905.

The condition of the above obligation is such that, whereas, the above bounden Ida H. Pryor, desires, in accordance with the terms of a decree rendered by the Chancellor in above styled cause on the 19th day of December, 1905; in vacation, to re-instate the injunction dissolved under and by said decree: Now, therefore, if the said Ida H. Pryor, shall pay all damages and costs which any person may sustain by the restoration of said injunction, if the said decree dissolving said injunction is affirmed on the appeal to be taken or taken from aforesaid mentioned decree, then this obligation to be null and void, otherwise to remain in full force and effect.

Ida H. Pryor, (Seal)

W. N. Richardson, (Seal)

W. S. Peeples, (Seal)

Taken, approved and filed This day 21st day of December, 1905;

Bessie Davis,
Register.

The plaintiff avers that prior to the execution of the said bond, the said defendant, Ida H. Pryor had filed in the Chancery

Court of Limestone County, Alabama, her bill of complaint, seeking to enjoin and restrain this plaintiff from erecting, and maintaining a line of Telephone wires and poles along and over certain lands in Limestone County,

Alabama, to-wit: In section 21 and 28, in township 4, Range 4, west, the east line of which running north and south, is in the center of the Decatur road, which road runs from Athens, Alabama, to a point in the Tennessee River opposite Decatur, Alabama, and is called the Decatur road, until just compensation therefor should be made; that thereafter said Ida H. Pryor filed in the said Chancery Court of Limestone County, against this plaintiff as the defendant therein, her amended bill in the aforesaid cause, in and by which, among other things, she sought to enjoin and restrain until a final hearing of the said cause, this plaintiff, its agents, servants and employees from doing and performing any act in and about the construction maintenance or operation of the telephone line on or over or across said lands described in said amended bill.

And further: That by the final hearing of the said bill, this plaintiff be forever enjoined and restrained from constructing, maintaining or operating said line of telephone over or along or across said lands; that in and by said bill and amended bill aforesaid, this plaintiff was enjoined and restrained as in said bill and amended bill prayed; that on, to-wit: the 19th day of December, 1905; The Chancellor of the Northern Chancery Division of Alabama made an order dissolving the injunction against this plaintiff, and also made an order in substance that if the said Ida H. Pryor should appear to the Supreme Court of Alabama that upon execution by her with approved security of a bond in the penal sum of Five Hundred Dollars to be approved by the Register, conditioned to pay all damages and costs which any person might sustain by the restoration of the said injunction if the said decree dissolving the said injunction should be

affirmed, then said injunction should be re-instated and restored, pending such appeal; and plaintiff avers that thereafter the said Ida H. Pryor executed with surety the bond above set out, which was approved by the Register, and said injunction was re-instated.

The plaintiff avers that it sought to have the said appeal taken by the said Ida H. Pryor set down for hearing in the Supreme Court of Alabama in advance of the regular call of cases from the Eighth Division of Alabama, having given notice to the solicitor of the said Ida H. Pryor; and that plaintiff's solicitor attended the regular session of the Supreme Court on motion day thereof, and in open court moved said Supreme Court of Alabama to take submission of and hear and consider the appeal, but that the Supreme Court of Alabama refused to allow said appeal to be submitted or to hear and consider the same until the regular call of the Eighth Division in the Supreme Court of Alabama in February, 1906, where upon the said appeal was submitted in the Supreme Court of Alabama for its judgement and consideration, and for several months pending said appeal the present plaintiff was hindered, impeded, obstructed and delayed in carrying on the enterprise which it had under way when the original injunction was shed out of erecting, constructing and maintaining a line of poles, cross arms, and lines of wire to be thereon strung, for the purpose of carrying on a telephone business, and the said appeal was not decided until 6th day of June, 1906, when the Supreme Court of Alabama by its judgment and consideration did in all things affirm the order and decree of the Chancellor of the Northern Division of Alabama, dissolving and annulling the original injunction; and plaintiff avers that shortly thereafter, to-wit: within fifteen days from and after the affirmance ~~of~~ the Supreme Court of Alabama, as aforesaid, the said defendants filed in said court an application for a re-

hearing, and pending said application, the certificate of affirmance was withdrawn and this plaintiff was still further hindered, delayed, impeded and obstructed and the work of prosecuting its aforesaid undertaking was prohibited until the 6th day of July, 1906, when the said application for re-hearing was upon consideration of the Supreme Court of Alabama overruled.

The plaintiff avers that aforesaid bond has been broken to the damage of plaintiff in the sum of Five Hundred Dollars,

The plaintiff claims of the defendants the following sums as special damages incurred in the premises, to-wit:

Five Hundred Dollars incurred by the plaintiff as counsel fees to defend in the Supreme Court of Alabama against the said appeal; Second, Two Hundred and Fifty Dollars incurred by the plaintiff as counsel fees in defending against the aforesaid application for re-hearing.

Third, Three Hundred Dollars as special damages, for the delay occasioned by the restoration of said ^{injunctive} injunction; that this plaintiff had a force of men, including foremen, and a large amount of material in readiness to proceed with the construction of its line across the aforesaid lands so soon as the said injunction should be by the Chancellor dissolved; and that by the restoration of said injunction for several months thereafter, it was compelled to keep its men in idleness, paying their salaries, in order that they might be ready to proceed to construct the said line if and when the order and decree of the Chancellor should be affirmed, and the plaintiff was compelled to pay and did pay for the passage and transportation for two of its foremen, Harsh and Powers, the sum of fifteen dollars in order that they might leave the scene of operations when the said restoration bond was made, and in order that they might work elsewhere and in order that they might return to said scene of operations when the said injunction

was dissolved; and plaintiff avers that it did incur counsel fees to defend both against said appeal and to defend against the said application for re-hearing.

The plaintiff remits all damages in this suit in excess of Five Hundred Dollars, and interest thereon from the date of the breach of the said bond.

M. K. Clements and
E. W. Isodbey.

Attorneys for the Plaintiff.

Filed December 24th 1906.

J. E. Clem. Clerk.

Executed by serving a copy of the within on each of the within named defendants, December, 25th 1906.

E. F. Puryear, Sheriff.

*988

The Long Distance Telephone
and Telegraph company,
a corporation,

v. e
T. M. Hobbs, et. al.

a summons and complaint in words and figures following to-wit:

The State of Alabama } Circuit Court.
Limestone county,

To any sheriff of the state of Alabama,
you are hereby commanded to summon T. M. Hobbs, W. N. Richardson and R. H. Richardson, to appear at the next term of the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of Long Distance Telephone and Telegraph Company, a corporation.

Witness this 24th day of December, 1906.

J. E. Clem. Clerk.

Complaint.

State of Alabama.

Limestone County.

In the circuit Court.

Long Distance Telephone and Telegraph company
a corporation,

vs

J. M. Hobbs,

W. N. Richardson,

R. H. Richardson,

Defendants,

The plaintiff claims of the defendants the sum of Five Hundred Dollars as damages for the breach of the conditions of a bond or writing obligatory made by the defendants on the 2nd day of January, 1906, of substantially the following tenor and effect to wit:

The State of Alabama } In chancery, Fifth Dist.
Limestone county, } 1st, Northern Division.

Complaint,

vs

Long Distance Telephone and Telegraph company, Defendant.

Know all men by these presents, that we, J. M. Hobbs, W. N. Richardson and R. H. Richardson are firmly held and bound unto the Long Distance Telephone and Telegraph company in the sum of Five Hundred Dollars, for the payment of which we and truly to be made, we, and each of us, hereby bind ourselves and our, and each of our, heirs, and representatives,

Given under our hands and seals this the 2nd day of January, 1906.

The condition of the above obligation is such that, whereas, the above bounden J. M. Hobbs desires, in accordance with the terms of a decree rendered by the Chancellor in above styled cause on the 19th day of December, 1905, in vacation, to reinstate the injunction dissolved under and by said decree; now therefore, if the said J. M. Hobbs shall pay all damages and costs which any person may sustain by the restoration of said injunction, if the said decree dissolving said injunction is affirmed on the appeal to be taken or taken from aforementioned decree, then this obligation to be null and void, otherwise to remain in full force and effect.

T. M. Hobbs, (Seal)
 W. N. Richardson, (Seal)
 R. H. Richardson, (Seal)

Taken, approved and filed this 2nd day
 of January, 1906.

Bessie Davis, Register.

The plaintiff avers that prior to the execution of the said bond, the said defendant, T. M. Hobbs had filed in the Chancery Court of Limestone County, Alabama, his bill of complaint, seeking to enjoin and restrain this plaintiff from erecting and maintaining a line of telephone wires and poles along and over certain lands in Limestone County, Alabama, to-wit:

northeast quarter of section thirty three, township four, range four, west, less ten acres in the S. E. corner thereof and S. E. quarter of section nine, township five, range four, west. until just compensation therefor should be made, and sought to enjoin and restrain until a final hearing of the said cause, this plaintiff, its agents, servants and employes, from doing business and performing any act in and about the construction, maintenance or operation of the telephone line on or over or across said lands described in said bill.

And further: That on the final hearing of said bill, this plaintiff be forever enjoined and restrained from constructing, maintaining or operating said line of telephone, over and along or across said lands; that in and by said bill aforesaid, this plaintiff was enjoined and restrained as in said bill prayed; that on, to-wit: the 19th day of December, 1905, the Chancellor of the Northern Chancery Division of Alabama made an order dissolving the injunction against this plaintiff, and also made an order in substance that if the said T. M. Hobbs should appeal to the Supreme Court of Alabama that upon execution by him with approved security of a bond in the penal sum of Five Hundred Dollars to be approved by the Register, conditioned to pay all damages and costs which any person might sustain by the restoration of

said injunction if the said decree dissolving the said injunction should be affirmed, then said injunction should be re-instated and restored, pending such appeal; the plaintiff avers that thereafter the said T. M. Hobbs executed with surety the bond above set out, which was approved by the Register, and said injunction was re-instated.

The plaintiff avers that it sought to have the said appeal taken by the said T. M. Hobbs set down for hearing in the Supreme Court of Alabama in advance of the regular case of cases from the Eighth Division of Alabama, having given notice to the solicitor of the said T. M. Hobbs; and that plaintiff's solicitor attended the regular session of the Supreme Court on motion day thereof, and in open court moved said Supreme Court of Alabama to take submission of and hear and consider the appeal, but that the Supreme Court of Alabama refused to allow said appeal to be submitted or to hear and consider the same until the regular case of the Eighth Division in the Supreme Court of Alabama in February, 1906, whereupon the said appeal was submitted in the Supreme Court of Alabama for its judgment and consideration, and for several months pending said appeal the present plaintiff was hindered, impeded, obstructed and delayed in carrying on the enterprise which it had under way when the original injunction was sued out of erecting, constructing and maintaining a line of poles, cross arms, and lines of wire to be thereon strung, for the purpose of carrying on a telephone business; and the said appeal was not decided until the 5th day of June, 1906, when the Supreme Court of Alabama by its judgment and consideration did in all things affirm the order and decree of the Chancellor of the Northern Division of Alabama, dissolving and annulling the original injunction; and plaintiff avers that shortly thereafter, to-wit: within fifteen days from and after the affirmance by the Supreme Court of Alabama as aforesaid, the said T. M. Hobbs filed in said court an application for a re-hearing,

and pending said application, the certificate of affirmance was withdrawn and this plaintiff was still further hindered, delayed, impeded and obstructed, and the work of prosecuting its aforesaid undertaking was prohibited until the 6th day of July, 1906, when the said application for rehearing was upon consideration of the Supreme Court of Alabama overruled.

The plaintiff avers that the aforesaid bond has been broken to the damage of the plaintiff in the sum of Five Hundred Dollars.

The plaintiff claims of the defendant the following sums as special damages incurred in the premises, to-wit: Five Hundred Dollars incurred by the plaintiff as counsel fees to defend in the Supreme Court of Alabama against said appeal; Second, Two Hundred and Fifty Dollars incurred by the plaintiff as counsel fees in defending against the aforesaid application for rehearing, Third, Three Hundred Dollars as special damages for the delay occasioned by the restoration of said injunction, in this, that this plaintiff had a force of men including foremen, and a large amount of material in readiness to proceed with the construction of its line across the aforesaid lands as soon as the said injunction should be by the Chancellor dissolved; that by the restoration of said injunction for several months thereafter, it was compelled to keep its men in idleness, paying their salaries, in order that they might be ready to proceed to construct said line if and when the order and decree of the Chancellor should be affirmed, and the plaintiff was compelled to pay, and did pay, for the passage and transportation of two of its foremen, Harsh and Powers, the sum of fifteen dollars in order that they might leave the scene of operations when the said restoration bond was made, and in order that they might work elsewhere and in order that they might return to said scene of operations when the said injunction was dissolved; and plaintiff avers that it did incur counsel fees to defend both against the appeal and to defendant against

the said application for re-hearing.

The plaintiff renits all damages in this suit in excess of Five Hundred Dollars, and interest thereon from the date of the breach of the said bond.

M. K. Clements and
E. W. Isobey.

Attorneys for the Plaintiff.

Filed December,

1906,

J. E. Clem. Clerk.

Executed by serving a copy of the within Summons and Complaint on each of the within named defendants.

This December, 25th 1906,

E. F. Puryear. Sheriff.

#989

The Long Distance Telephone
and Telegraph company.
a corporation.

vs.

Minnie H. Richardson

turned a Summons and Complaint in words and figures following, to wit:

State of Alabama,
Limestone County.

To any Sheriff of the
State of Alabama:

You are hereby commanded to summon Minnie H. Richardson, W. N. Richardson and S. M. Hobbs to appear the next term of the Circuit Court to be held for said County at the place of holding the same, there and there to answer the complaint of Long Distance Telephone and Telegraph company, a corporation.

Witness my hand this the 24th day of December, 1906.

J. E. Clem. Clerk.
Complaint -

State of Alabama,
Limestone County.

Long Distance Telephone and Telegraph company, a corporation.

vs

Minnie H. Richardson,

W. N. Richardson,

S. M. Hobbs,

defendants.

The plaintiff claims of the defendants the sum of Five Hundred Dollars as damages for the breach of the condition of a bond or writing obligatory, made by the defendant on the second day of January, 1906, of substantially the following tenor and effect, to-wit:

The State of Alabama, } In Chancery, Fifth District,
Limestone county, } Northern Division.
Complaint.

v.s.
Long Distance Telephone and Telegraph Company, defendant,
Know all men by these presents, that we,
Minnie H. Richardson, W. N. Richardson, And
G. M. Hobbs, are firmly held and bound unto
the Long Distance Telephone and Telegraph Company
in the sum of Five Hundred Dollars, for the
payment of which well and truly to be made,
we, and each of us, hereby bind ourselves and
our, and each of our, heirs, and representatives.
Given under our hands and seals this
the 2nd day of January, 1906.

The condition of the above obligation is such
that, whereas, the above bounden Minnie H.
Richardson desires, in accordance with the
terms of a decree rendered by the Chancellor
in above styled cause on the 19th day of
December, 1905, in vacation, to re-instate the
injunction dissolved under and by said
decree; now, therefore, if the said Minnie
H. Richardson, shall pay all such damages
and costs which any person may sustain
by the restoration of said injunction, if
the said decree dissolving said injunction
is affirmed on the appeal to be taken or
taken from aforementioned decree, then
this obligation to be null and void, otherwise to
remain in full force and effect,

Minnie H. Richardson. (Seal)

W. N. Richardson. (Seal)

G. M. Hobbs. (Seal)

Taken, approved and filed this 2nd day of
January, 1906.

Bessie Davis,

Register.

The plaintiff avers that prior to the ex-
ecution of the said bond, the said defend-
ant, Minnie H. Richardson had filed in

the Chancery Court of Limestone County, Alabama, her bill of complaint, seeking to enjoin and restrain this plaintiff from erecting and maintaining a line of telephone wires and poles along and over certain lands in Limestone County, Alabama, to wit:

The south half of the northeast quarter and east half of southeast quarter, section twenty eight, township four, range four, west. until just compensation therefor should be made, and sought to enjoin and restrain until a final hearing of the said cause, this plaintiff, its agents, servants and employees, from doing business and performing any act in and about the construction, maintenance or operation of the telephone line on or over or across said lands described in said bill.

And further: That on the final hearing of said bill, this plaintiff be forever enjoined and restrained from constructing, maintaining or operating said line of telephone, over and along or across said lands: That in and by said bill aforesaid, this plaintiff was enjoined and restrained as in said bill prayed; that on, to wit: the 19th day of December, 1900, the Chancellor of the Northern Chancery Division of Alabama made an order dissolving the injunction against this plaintiff, and also made an order in substance that if the said Minnie H. Richardson should appeal to the Supreme Court of Alabama that upon execution by her with approved security of a bond in the penal sum of Five Hundred Dollars to be approved by the Register, conditioned to pay all damages and costs which any person might sustain by the restoration of said injunction if the said decree dissolving the said injunction should be affirmed, then said injunction should be re-instated and restored, pending such appeal; the plaintiff avers that thereafter the said Minnie H. Richardson executed with surety the bond above set out, which was approved by the Register, and said injunction was re-instated.

The plaintiff avers that it sought to have the said appeal taken by the said Minnie H. Richardson set down for hearing in the

Supreme Court of Alabama in advance of the regular case of cases from the Eighth Division of Alabama, having given notice to the solicitor of the said Minnie H. Richardson; And that plaintiff's solicitor attended the regular session of the Supreme Court on motion day thereof, and in open court moved said Supreme Court of Alabama to take submission of and hear and consider the appeal, but that the Supreme Court of Alabama refused to allow said appeal to be submitted or to hear and consider the same until the regular case of the Eighth Division in the Supreme Court of Alabama in February, 1906, whereupon the said appeal was submitted in the Supreme Court of Alabama for its judgment and consideration, and for several months pending said appeal the present plaintiff was hindered, impeded, obstructed and delayed in carrying on the enterprise which it had under way when the original injunction was sued out of erecting, constructing and maintaining a line of poles, cross arms, and lines of wire to be thereon strung, for the purpose of carrying on a telephone business, and the said appeal was not decided until the 7th day of June, 1906, when the Supreme Court of Alabama by its judgment and consideration did in all things affirm the order and decree of the Chancellor of the Northern Division of Alabama, dissolving and annulling the original injunction; and plaintiff avers that shortly thereafter, to-wit: within fifteen days from and after the affirmance by the Supreme Court of Alabama as aforesaid, the said Minnie H. Richardson filed in said court an application for a re-hearing, and pending said application, the certificate of affirmance was withdrawn and this plaintiff was still further hindered, delayed, impeded and obstructed, and the work of prosecuting its aforesaid undertaking was prohibited until the 6th day of July 1906, when the said application for re-hearing was upon consideration of the Supreme Court of Alabama overruled. The plaintiff avers that the aforesaid bond

has been broken to the damage of the plaintiff in the sum of Five Hundred Dollars,

The plaintiff claims of the defendant the following sums as special damages incurred in the premises, to-wit:-

Five Hundred Dollars incurred by the plaintiff as counsel fees to defend in the Supreme Court of Alabama against said appeal; Second, Two Hundred and Fifty dollars incurred by the plaintiff as counsel fees in defending against the aforesaid application for re-hearing; Third, Three Hundred Dollars as special damages for the delay occasioned by the restoration of said injunction, in this, that this plaintiff had a force of men, including foremen, and a large amount of material in readiness to proceed with the construction of its line across the aforesaid lands as soon as the said injunction should be by the Chancellor dissolved; that by the restoration of said injunction for several months thereafter, it was compelled to keep its men in idleness, paying their salaries, in order that they might be ready to proceed to construct said line if and when the order and decree of the Chancellor should be affirmed, and the plaintiff was compelled to pay, and did pay, for the passage and transportation of two of its foremen, Hersh and Powers, the sum of fifteen dollars in order that they might leave the scene of operations when the said restoration bond was made, and in order that they might work elsewhere and in order that they might return to said scene of operations when the said injunction was dissolved; and plaintiff avers that it did incur counsel fees to defend both against the appeal and to defendant again at the said application for re-hearing.

The plaintiff remits all damages in this suit in excess of Five Hundred Dollars, and interest thereon from the date of the breach of the said bond.

M. K. Clements and
E. W. Godbey.

Attorneys for the Plaintiff.

Filed December, 24th 1906.

J. E. Clem. Clerk.

Executed by serving a copy of the within Summons and Complaint on each of the within Defendants, December, 25th 1906.

E. F. Puryear, Sheriff.

#990

State of Alabama -
Limestone County.

Be it remembered that unto January term 1907, of the Circuit Court of Limestone County Alabama, was returned a Summons and Complaint affidavit and appeal, bond and etc., from the Justice Court of C. H. Culley, N. P. & Ex off. J. P. in words and figures following to-wit:

The State of Alabama.
Limestone County.

In Justice's court at Greenbrier, Alabama.
To any lawful officer of Limestone County, Greeting:
You are hereby commanded to summon Southern Ry. Co. a corporation to be and personally appear before me C. H. Culley N. P. & Ex off Justice of the Peace at my office at Greenbrier in beat no 13 on the 15th day of Dec. 1906, to answer the complaint of A. S. Miles.

Witness my hand this 6 day of Dec. 1906.

C. H. Culley N. P. & Ex Justice of the Peace.

A. S. Miles.

Complaint.

(Plaintiff) vs. (Southern Ry. Co. a corporation Defendant.)

The plaintiff claims of the defendants and sues to recover the following described personal property, to-wit: one bale of cotton - Lindsay's gin #77, together with the value of the use or hire thereof during the detention, to-wit

A. S. Miles. Plaintiff.

The State of Alabama.
Limestone County.
State and County, personally appeared, A. S. Miles who being duly sworn says that the property described in the foregoing complaint and sued for is the property of the Plaintiff.

Sworn to and subscribed before me this 6th day of Dec. 1906.

C. H. Culley N. P. & Ex off. J. P.

Executed Dec. 7th 1906. by levying on a bale of
cotton painted unto me by S. J. Nethery as agt. of
R.R. shippers mark S. J. No. 29
W. G. Robert.
Const.

Filed December, 17th 1906.

J. E. Clem. Clerk.

The State of Alabama, } Notar Public.
Limestone, County. }

Know all men by these presents, that we,
A. S. Miles, S. J. Nethery and W. G. Thompson, are held
and firmly bound unto So. Ry. Co. in the sum
of one hundred and twelve dollars to be
paid to the said So. Ry. Co. heirs, executors,
administrators and assigns; for which pay-
ment we and truly to be made, we bind
ourselves and each of us, our and each of
our heirs, executors and administrators,
jointly, severally, and firmly, by these presents,

Sealed with our seals and dated
this 6th day of December, in the year of our
Lord, One Thousand Nine Hundred and six.

The condition of the above obligation is
such, That whereas the above bound A. S. Miles,
S. J. Nethery and W. G. Thompson have on the day
of the date hereof, prayed an attachment at
the suit of A. S. Miles against the estate
above named, So. Ry. Co. for the sum of
one bale of Cotton \$717 weight 560-

and has obtained the same returnable to me on the
----- day of ----- 190

And we and each of us hereby waive all
right of exemption which we have under the
laws of Alabama.

Now, if the said Plaintiff shall prosecute
this attachment to effect, and pay the defendant
all such costs and damages as they may
sustain by the wrongful or vexatious suing
out of such Attachment, then this obligation
to be void; otherwise to remain in full force
and effect.

A. S. Miles (L.S.)
S. J. Nethery (L.S.)
W. G. Thompson (L.S.)

The State of Alabama }
Limestone County }

Before me, C. H. Pulley N.P. & Ex. Off. J.P. in and for said County, personally appeared A. G. Miles who, being duly sworn, deposed and said, That the property sued for in the complaint of A. G. Miles, v. S. Ry. Co, a corporation to-wit: one bale of cotton - kind says is gin \$717 A. G. Miles, the said plaintiff Sworn to and subscribed before me this 6th day of Dec, A.D. 1906.

A. G. Miles, Plaintiff.

A. G. Miles
vs.
Southern Railway Co. } Cause of action
a corporation. } Action in Retinue for
Sale of cotton of Kind says
is gin \$717.

Summons issued Dec. 6th 1906 & W. F. Roberts
Returned, Executed Dec. 7th 1906

Witnesses for plaintiff

B. D. Lindsay, Tom Peebles N. W. Bradley,

witnesses for defendant.

W. E. Nethery - Judge Porter Bibb.

Disposition of case.

On this the 11th day of December, 1906 this cause coming on for hearing and parties Plaintiff and Defendant both being present in court announced ready for trial. Upon the hearing of the evidence judgment is rendered for the Plaintiff against the Defendant for the Property sued for viz: 1 bale of Cotton is gin \$717 or its alternate value of \$52²⁵ together with all costs of this suit for which let execution issue. Bond in the sum of \$25⁰⁰ has this the 15th day of December, 1906 been taken and approved and an appeal granted to the next term of Circuit Court of Limestone Co. Cost Bill.

Summons	50
5 Subpoenas 15-	75
1 Retinue Bond.	1 50
Trial andocketing.	1 10
1 appeal Bond.	1 00
Constable Fees.	785
Serving Summons	50
5 Subpoenas 25-	1 25
Serving Attachment.	75
	\$7.35-

I hereby certify that the foregoing is a true exact and complete transcript of my docket showing the proceedings and judgment had in this case.

C. H. Pulley N. P. & Ex. Off. J. P.
Filed December 17th 1906,
J. E. Clem. Clerk.

The State of Alabama, } In the J. P. Court of C. H. Pulley, Esq.
Limestone County, } J. P.
A. S. Miles, Plaintiff,

v. v.
Southern Railway Company, Defendant,
Know all men by these presents, that the undersigned Southern Railway Company, as principal, and J. R. Boyd and W. I. Wellman as sureties, are held and firmly bound unto A. S. Miles in the penal sum of One Hundred and Twenty Five Dollars, for the payment of which we and truly to be made, we and each of us bind ourselves, our heirs, personal representatives, successors and assigns, firmly, jointly and severally, by these presents.

Given with our seals and dated this 15th day of December, 1906.

The condition of this obligation is such that whereas, on, to-wit: the 11th day of December, 1906, in the above entitled cause, a judgment was rendered for the plaintiff against the defendant for the recovery of the specific property sued for, namely, one bale of cotton, together with the costs of suit; And whereas, said defendant Southern Railway Company has prayed for and obtained an appeal from said judgment to the Circuit Court of Limestone County, Alabama. Now, therefore, if said Southern Railway Company shall prosecute said appeal to effect, or, failing there in, shall pay and satisfy such judgment as may be rendered against it by said Circuit Court, then this obligation to be void; otherwise to be and remain of full force and effect.

Southern Railway Company,
by Humes & Speake, its attys.
J. R. Boyd. (Seal)
W. I. Wellman.
by J. R. Boyd. (Seal)
atty in fact.

Defendant demands a jury for the trial of this case.
Humes & Speake, Defts. attys.)

Filed December, 17th 1906.

J. E. Clem, Clerk.

This bond taken and approved December 15th 1906.
C. H. Puley, N.P. & ex off. J.P.

Circuit Court

Be it remembered that unto the January term ¹⁹⁰⁷ of the Circuit Court of Limestone County, Alabama was returned a summons and complaint, Affidavit and Bond ^{with} in Detinue, in words and figures following to wit:

The State of Alabama,

Limestone County,

To any Sheriff of the State of Alabama - Greeting: You are hereby commanded to summon George Harris, Kettie Harris, ~~Tempie Harris~~ and Noami Harris, to appear at the next term of the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of William T. Yarbrough.

Witness, this 8th day of January 1907.

J. E. Clem, Clerk.

Complaint

William T. Yarbrough Plff-

#991 U.S.

George Harris, Kettie Harris,

Tempie Harris and Noami Harris Defrs.

The Plaintiff claims of the Defendants the following personal property, to wit:
One dark bay horse mule about eleven years old, one bay horse mule about eleven years old and one wagon - with the value of the hire or use thereof during the detention, to wit: from the 8th day of January 1907 -

W. R. Walker

Plaintiffs Attorney

The State of Alabama,
Limestone County, } To the Sheriff of Limestone County:

Whereas the Plaintiff in the within stated cause has made affidavit and given bond as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendants give bond, payable to the Plaintiff, with sufficient surety, in double the amount of the value of the property, with condition that if the Defendants are cash in the suit they will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

J. E. Glenn, Clerk.

Filed This 8th day of January 1907

J. E. Glenn, Clerk.

The State of Alabama,
Limestone County, } Circuit Court.

Know all men by these presents, that we William T. Garbrough, W. J. Hagen and T. E. Gilbert are held and firmly bound unto George Harris, Kittie Harris, Tempie Harris and Roami Harris in the sum of Fifty Dollars for the payment of which well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly by these presents. Sealed with our seals, and dated this 8th day of January 1907.

The condition of the above obligation is such, that whereas the above bound William T. Garbrough has this day commenced a suit in the Circuit Court of Limestone County, against said George Harris, Kittie Harris, Tempie Harris and Roami Harris for the recovery of the following property to wit: One dark bay horse mule, about eleven years old, one bay horse mule about eleven years old and one wagon, and having made affidavit that the property sued for belongs to him and entering into this Bond, has obtained an order requiring any Sheriff of the State aforesaid to take the said property sued for into his possession.

Now if the said William T. Garbrough shall fail in said suit and pay the defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise to remain in full force and effect.

Approved this 8th day of
January 1907.

J. E. Glenn, Clerk

Wm. T. Garbrough

W. J. Hagen

T. E. Gilbert

L. S.
L. S.
L. S.

The State of Alabama,
Limestone County, } Before me J. E. Glenn, Clerk of the Circuit Court, personally appeared William T. Garbrough who having been by me duly sworn, deposes and says that the following property, to wit: One dark bay horse mule, about eleven years old, one bay horse mule about eleven years old, and one wagon, for the recovery of which he has instituted suit this day in the Circuit Court

of Limestone County, against George Harris, Kittie Harris, Tempie Harris and Naomi Harris is the property of said William T. Yarbrough the affiant.

Sworn to and subscribed before me this 8th day of January 1907.

J. E. Glen, Clerk-

Filed this 8th day of January 1907.

J. E. Glen, Clerk-

Be it remembered that unto the January term 1907, of the Circuit Court of Limestone County Alabama, was returned a Summons and Complaint in words and figures following to wit:

Circuit Court.

The State of Alabama,
Limestone County.

} So any Sheriff of the State of Alabama: Greeting:

You are hereby commanded to

Summon George Harris, Kittie Harris, Tempie Harris and Naomi Harris to appear at the next term of the Circuit Court to be held for said County, at the usual place of holding the same, then and there to answer the complaint of William T. Yarbrough.

Witness this 8th day of January 1907.

J. E. Glen, Clerk-

Complaint

William T. Yarbrough Plff.,
992 U.S.

George Harris, Kittie Harris,

Tempie Harris and Naomi Harris Defs.

} The Plaintiff ^{succ} claims to recover possession of the following tract of land: Part of Section five (5) Township Three (3), Range four (4) west, lying north of Athens, Limestone County Alabama, about one-half mile, and bounded as follows: on the east by the old James Malone place, on the west by the Nashville and Decatur Railroad and the Spencer Harris and James Smith lots and on the north by what has been known as the Binford and Townsend lands, and on the south by lots of land known or have been known, as the Charles Yarbrough, Amos Moore and Burrell Fraser lands, containing between 25 and 40 acres, and being the land, less what sold in his lifetime, conveyed to Tempie Harris, now deceased, by T. M. Hobbs, in Limestone County Alabama, of which he was in possession and upon which pending such possession and before the commencement of this suit, the defendants entered and unlawfully withholds, together with one hundred dollars for the detention thereof.

Filed January 8th 1907.

J. E. Glen, Clerk

W. R. Walker

Atty for Plaintiff

Be it remembered that unto the April term 1907, of the Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to wit:

Circuit Court.
The State of Alabama, } To any Sheriff of the State of Alabama- Greeting;
Limestone County. } You are hereby
commanded to summon Alex Brazell to appear at the
next term of the Circuit Court to be held for said county, at the usual
place of holding the same then and there to answer the complaint
of N. J. Dribble. Witness this 17th day of January 1907.
J. E. Clem, Clerk-

Complaint.
N. J. Dribble Plaintiff } The Plaintiff sues to recover possession of the
993 V.C. } following tract of land: Lot 16 Block 7 2 1/2 in
Alex Brazell Defendant } Village View, Limestone County Alabama, of
which he was in possession and upon which, pending such
possession, and before the commencement of this suit defendant
entered and unlawfully withholds together with one
hundred dollars for the detention thereof.
Filed Jan. 17th 1907.
J. E. Clem, Clerk
M. K. Clements
Erle Pettus
Attorneys for Plaintiff

Circuit Court
Be it remembered unto the Spring term 1907, of
the Circuit Court of Limestone County Alabama
was returned a summons and complaint
in words and figures following to-wit:

*994 The State of Alabama, } Circuit Court.
Limestone County. }
To any sheriff of the State of Alabama, Greeting;
You are hereby commanded to summon
The Athens Cotton Mill Company, a corporation
to appear at the next term of the Circuit Court
to be held for said county, at the usual place
of holding the same, then and there to answer
the complaint of Jennie Melton, by Bud Melton,
her next friend.
Witness this 22nd day of January, 1907.
J. E. Clem, Clerk.

Complaint.
Jennie Melton. }
By Bud Melton. } The Athens Cotton
Her next friend. } Mill Company,
Plaintiff } a corporation,
Defendants

State of Alabama, }
 Limestone County, } Circuit Court.
 Jennie Melton,
 By Bud Melton, her next friend,
 Plaintiff.

Versus.

Athens Cotton Mill Company, a corporation,
 Defendant.

First Count: The plaintiff claims of the defendant Five Thousand Dollars as damages for this, that heretofore, on to-wit the 27th day of January, 1906, the defendant corporation was engaged in and about the operation of a cotton mill in Limestone County, Alabama, and running in connection therewith certain machinery turned by steam. The plaintiff a minor under the age of fourteen years of age was employed in said mill by defendant corporation, and said plaintiff was ordered by the foreman under whom she was working, and whose orders she was bound to obey, to clean a certain piece of machinery while the same was in operation, and plaintiff's hand was caught and mangled and torn by said machinery, and a finger cut off, and she was made sick and sore and was permanently disfigured and injured and suffered great mental and physical pain, and was put to great expense in and about her efforts to heal and cure her said injuries, and plaintiff was permanently injured and disfigured and rendered less able to earn a livelihood, and plaintiff avers that the said injuries were the proximate consequence of the negligence of the defendant and their failure to stop the machinery while she was cleaning the same.

Second Count: Plaintiff claims of the defendant the sum of Five Thousand Dollars damages for this: that heretofore to-wit, on the 27th day of January, 1906, defendant corporation was engaged in and about the operation of a certain cotton mill in Limestone County, Alabama the motor power for the machinery of said mill being steam, and the plaintiff was in the defendant's employment, and in

and about the work of such employment it was the duty of the defendant to furnish her with a safe place in which to work, and with safe and suitable appliances with which to work, and perform her duties, and she alleges that among other things with which she was charged was that of cleaning a certain machine or piece of machinery. And plaintiff avers that the defendant breached its duty in this: That it failed to furnish her with a safe and suitable place in which to work, and safe and suitable appliances with which to work and means over which to work while in the performance of her duties. Owing to the failure and breach of the duty of the defendant aforesaid the machinery which plaintiff was attempting to clean caught her hand and greatly mangled and bruised the same and cut off one finger and made her sick and sore and caused her to suffer great mental and physical pain and great loss of time, and rendered her permanently less able to work and earn money, and permanently disfigured plaintiff, to her great damage as aforesaid.

Third Count: Plaintiff claims of the defendant the sum of Five Thousand Dollars as damages for this, that heretofore to-wit, on the 27th day of January, 1906, defendant was engaged in and about the operation of a certain cotton mace and machinery of which was turned by steam in the County of Limestone, Alabama, and plaintiff was in the employment of the defendant Company. And plaintiff avers that in her employment it was her duty at the order and request of a certain foreman who was over her to clean certain machinery, and she avers that on or about the said date while she was working for the defendant in and about her several duties in said employment, her hand was caught by certain machinery and severely bruised, mangled and torn, and she was made sick and sore, and she was permanently injured and disfigured and

suffered great mental and physical pain and incurred heavy expense in and about her efforts to heal and cure her said injuries, and suffered the loss of one of her fingers; And plaintiff avers that the said injuries were caused by reason and as a proximate consequence of a defect in the ways, works, machinery or plant of the said defendant used in and about its business and in connection therewith which said defect had not been discovered and remedied owing to the negligence of the defendant or some person in the service or employment of the defendant intrusted with the duties of seeing that said ways, works, machinery or plant were in proper condition, to-wit, that said machinery was properly covered or guarded, hence this suit.

Fourth Count.

The plaintiff, Genny Melton, suing by Bud Melton, as her next friend, claims of the defendant corporation the sum of Five Thousand Dollars as damages, for this: that heretofore to-wit, on the 27th day of January, 1906 the defendant corporation was engaged in and about the operation of a cotton mill in Limestone County Alabama and running in connection therewith certain machinery turned by steam. Plaintiff a minor under the age of to-wit: twelve years, was employed in said mill by said defendant corporation, as a spinner. And plaintiff avers that Jim Ables was the section boss of the spinning room, and was in the service and employment of the said defendant. And plaintiff avers that she was bound to conform to the orders or directions of said Jim Ables. And she avers that she was ordered by said Jim Ables to whose order she was bound to obey and conform, to clean a certain piece of machinery, to-wit, a spinning frame, while the same was in motion and operation. That she did conform to such orders, and by reason thereof

plaintiff's hand was caught and torn and mangled by said machinery, and the middle finger of the right hand was cut off and she made sick and sore, and was permanently disfigured and disabled from earning a livelihood, and caused to suffer great and grievous mental and physical pain and anguish, and put to great expense in and about her efforts to heal and cure her said wounds and injuries, and plaintiff avers that her said injuries were caused by reason of and as a proximate consequence of the negligence of said Jim Able as aforesaid.

Fifth Count.

The plaintiff claims of the defendant five thousand dollars as damages for this: - That heretofore on to-wit the 27th day of January 1906, the defendant corporation was engaged in and about the operation of a cotton mill in Limestone County, Alabama, and running in connection therewith certain machinery turned by steam. That plaintiff, a minor under the age of to-wit, twelve years, was employed in said mill by said defendant corporation as a spinner. And plaintiff avers that Jim Able was the section boss of the spinning room, and that he was in the employment of the defendant corporation, and that superintendence he wanted only and recklessly ordered the plaintiff who was bound to conform to his orders, and directions, to clean a certain piece of machinery, to-wit, a spinning frame, while the same was in motion and operation, and while in the discharge of her duties in conformity to said order plaintiff's hand was cut mangled and torn and the middle finger of her right hand was cut off, and she was made sick and sore, and was permanently disfigured and disabled from earning a livelihood, and caused to suffer great and grievous mental and physical pain and anguish, and put to great expense in and about her efforts to heal and cure her said ~~wounds~~ wounds and injuries, and plaintiff avers that said wounds

and injuries were the proximate consequence of the negligence or wantonness of the said firm Ablex, as aforesaid, hence this suit.

Gaston & Pettus,
attorneys for plaintiff.

Filed January 22nd 1907.

J. E. Clem. Clerk.

Executed by handing copy of the within
Summons and complaint to T. M. Hobbs.
This Jan. 24th 1907.

Henderson Legg,

Sheriff

995- vs } Alex Brazzle
Newton J. Fribble } Be it remembered that into the Office
of the Circuit Court of Limestone County Alabama was
returned a Summons and Complaint
in words and figures following to-wit:

The State of Alabama } Circuit Court,
Limestone County }

To any sheriff of the State of Alabama-Greeting
You are hereby commanded to summon
Newton J. Fribble to appear at the next term of the
Circuit Court to be held for said County, at
the usual place of holding the same, then
and there to answer the complaint of Alex Brazzle.

Witness this, 26th day of January, 1907,

J. E. Clem. Clerk.

Alex Brazzle } vs { Newton J. Fribble.
Plff } Def

The plaintiff claims of the defendant
one thousand dollars damages for
maliciously, and without probable cause
therefor, causing the plaintiff to be arrested,
and held in custody until released upon
bond on a charge of trespass after warning,
for to-wit, one day, or, to-wit, the 8th day of
November, 1905.

The plaintiff claims of the defendant one thousand
dollars damages for maliciously, and without
probable cause therefor, procuring an indict-
ment to be found by the Grand Jury of Limestone
County, Alabama, in October, 1905, and
causing him, the plaintiff, to be arrested.

under an indictment found by said Grand Jury at the October term 1905; of the Circuit Court of said County on a charge of trespass after warning which charge before the commencement of this action has been judicially investigated, and said prosecution ended and the plaintiff discharged.

W. S. Sanders,
Atty. for Plff.

Filed Jan'y 26th 1907. J. E. Clem. Clerk.

I have executed the within writ this Jan. 26-1907, by leaving a copy of the within Summons and Complaint with N. J. Tribble Defendant.

Henderson Legg, Sheriff
R. F. Colbert Deputy Sheriff

H. Oliver. Plff.

#96-155.

J. N. Meadows. Defi- } Be it remembered That unto-
 The April. or Spring term A. D. 1907.
 Was returned a Summons-Complaint
 Affilmt. & Appeal Bond &c from the Justice
 Court of James E. Christensen. J. P. which
 is in words & figures following to-wit.

The State of Alabama,
 Limestone County.

Know all men by these presents: That we
 J. N. Meadows & C. C. Johnston are held and
 firmly bound unto H. Oliver in the sum of
 One Hundred Three & 30/100 Dollars, for the
 payment of which well and truly to be made,
 we bind ourselves and each of us, our and
 each of our heirs, executors and administrators
 jointly and severally, but upon condition,
 that if the above bound J. N. Meadows have
 prosecute to effect and appeal by him taken
 this day to the next term of the Circuit
 Court of Limestone County, Ala. from a
 judgment rendered against him in favor
 of said H. Oliver by J. E. Christensen
 a Justice of the Peace for said county for
 the sum of Thirty One Dollars, debt, and
 Twenty & 65/100 Dollars costs, or if he fail in
 said appeal, shall pay such judgment,
 both as to debt and costs, as may be rendered
 against him by the said Justice's court of
 J. E. Christensen then in either of said
 events, this obligation to be void, otherwise to
 remain in full force and effect.

Given under our hands and seals, this
 the 6th day of Feby, 1907.

J. N. Meadows. (L.S.)
 C. C. Johnston. (L.S.)

approved.

J. E. Christensen, J.P.

Filed Feby 6th 1907.

J. E. Clem. Clerk.

State of Alabama. }
Limestone County. }

To any Lawfull Officer of said county,
Greeting;

You are hereby commanded to Summon
W. A. Todd, Frank Hays, Ned Hatch Nick Nunee,
personally to be and appear before me, Jas.
C. Christensen at my office instantly
the 2nd day of Febr, by 10 o'clock of said day,
to give evidence and the truth to speak in
behalf of the Defendant in a certain matter
of controversy then and there to be tried,
wherein J. W. Meadows, Thos. Abernathy is
Defendant and H. Oliver is Plaintiff
Herein fail not, and have you then and
there this writ, with your endorsement
thereon.

Given under my hand and seal, at office,
the 2nd day of Febr, A.D. 1907.
Jas. C. Christensen, J.P.

Filed Feby, 6th 1907. J. E. Clem. Clerk.
J. W. Meadows.
Dr. To -

Hawkins Oliver
under contract of T. C. Abernathy to per-
form & clean brick \$1.00 per Thousand
and subcontracted by T. C. Abernathy to
me Hawkins Oliver and done amt.
of work cleaning 31,000 brick. \$31.00
Hawkins Oliver.

Sworn to and subscribed to be true
and correct this Jan. 8. 1907.

Jas. C. Christensen, J.P.
Filed Feby, 6th 1907. J. E. Clem. Clerk.

J. W. Meadows. Dr.
in acc. with

Hawkins Oliver.

To cleaning 31,000 brick at \$1.00 per Thousand
\$31.00

Personally appeared before me Hawkins
Oliver who being duly sworn deposed
and says the above account is just
due and unpaid. Hawkins Oliver
Subscribed & sworn to before me this Jan
22nd 1907. Geo. Malone, Judge of Probate.

1906
Dec. 27th
(et seq)
to Jan. 6.
1907

John B. McClellan,

atty for Plaintiff.
Filed Feby 6th 1907. J. E. Clem, Clerk.
Oliver

vs.
Abernathy & Meadows. } On this the 2nd day
of Feb - 1907 came
the parties by their
Attorneys and hearing the proof in
this cause it is ordered and adjudged
by the Court. That the plaintiff have
and recover of the defendant the
sum of \$31.22. And it appearing to
the satisfaction of the Court this action
is founded upon a mechanics
and material man's lien upon
31,000 brick. It is therefore further
ordered and adjudged by the Court
that said 31,000 brick be condemned in
the hands of J. N. Meadows to the
satisfaction of this judgment, and
that the plaintiff have and recover
of said defendant J. N. Meadows the
cost in this behalf expended for
the collection of which let execution
issue.

Given under my hands this 2nd day
of Feby 1907.

Jas. C. Christensen
appears & granted
To the Hon Judge of Circuit Court
Linestone Co. This to certify a true
Transcript of my Record

Jas. C. Christensen, J.P.

Prmp. 31.00
cost, 20.65-
51.65-

Filed Feby. 6th 1907. J. E. Clem, Clerk.

State of Alabama. } To the Constable of said County
Linestone County }

Summon J. N. Meadows and Thos.
Abernathy to appear before me on the 2nd day
of Febr 1907 A.M. at my office, to answer the
complaint of Hawkins Oliver and
then and there make return of this
summons. Issued the 26th day of Jan. A.D. 1907
Jas. C. Christensen, J.P.

Cause of Action.
H. Oliver

vs.
J. N. Meadows & Thos Abernathy.
The plaintiff claims of the defendant \$31.00
due for labor amt, due and unpaid turn
ficed in Probate Court.

J. B. McClelland.

Atty.

Executed in full.

F. J. Harlow.

Filed Feby 6th 1907. J. E. Clem. clerk,
Cost Bill.

Judgment for the amount
claimed

	31.00
cost recording	1.00
J. P. cost dec	50
affidavit	25
4 Witnesses	100
Trial	100
hockety	10
was appeal	100
Bond	50
Constable Bond	100
4 Witness.	200
	49.65
4 Witness fees.	200
	51.65

The State of Alabama. } Be it remembered unto
Limestone, County } the Spring term 1907, of
the Circuit Court of Limestone County
Alabama, was returned a Summons
and complaint in words and figures
following to-wit:

#997

The State of Alabama. } In the Circuit Court,
Limestone, County. }
To any sheriff of the State of Alabama,
Greeting:-

you are hereby commanded to summon
W. B. Lyles and Clara V. Bradford, formerly:
Clara V. Crawford, a late partnership
doing business under the firm name
of W. B. Lyles & Co., to appear at the next term
of the Circuit Court to be held for said
County, at the place of holding same,
then and there to answer the complaint

of Hills Savings Bank.

Witness my hand, this 11th day of February, 1907

J. E. Clem. Clerk.

Complaint

Hills Savings Bank, - - - - - Plaintiff.

vs.
W. B. Lyles and Clara V. Bradford, formerly
Clara V. Crawford, a late partnership
doing business under the firm name
of W. B. Lyles & Co. - - - - - Defendants.

The plaintiff claims of the defendants
Eighty (\$80.50) & 50/100 dollars, due on a bill
of exchange drawn by Phoenix Mfg. Company
on the 29th day of January (1-29), 1906, for
Eighty (\$80.50) & 50/100 dollars, payable to
Phoenix Mfg. Company as follows: one
fourth in 3 months, one fourth in 6
months, one fourth in 9 months and one
fourth in 12 months from date thereof,
and accepted by W. B. Lyles, of said firm,
which bill, before maturity, and for a
valuable consideration, was indorsed
and transferred to the plaintiff, and, with
interest thereon, is due and unpaid.

James E. Harton, Jr.
Attorney for plaintiff.

Filed February, 11th 1907.

J. E. Clem. Clerk.

Executed by handing copy of the within
Summons & complaint to W. B. Lyles &
Clara V. Bradford, this Feb. 23rd 1907.

Henderson Legg.

Bond for cost.

Sheriff.

State of Alabama } In Circuit Court
Limestone County. } know all men by these presents;
That the undersigned, United States Fidelity
and Guaranty Company, of Baltimore, Md, is
held and firmly bound, unto W. B. Lyles and
Clara V. Bradford, formerly Clara V. Crawford,
a late partnership, doing business
under the firm name of W. B. Lyles and
Company, in the sum of, one hundred
and fifty dollars (\$150.00) for the payment
of which well and truly to be made, it,
the said United States Fidelity and
Guarantee Company, binds itself its
successors and assigns.

Sealed with its seal, and dated the 11th, day of February, A.D. 1907.

The condition of the above obligation, is such, that, whereas the Hills Savings Bank, a non-resident, has filed a suit in the Circuit Court, of Limestone, County, Alabama, against the above named obligee, by Complaint therein filed on the 11th, day of February, A.D. 1907.

Now therefore, if the Hills Savings Bank, shall pay such judgment as to costs as may be rendered against it, by the said Circuit Court, of said County, and State, then this obligation to be void, otherwise to remain in full force and effect.

The United States Fidelity & Guaranty (S. & Co. of Baltimore, Md.,
by James E. Harton, Jr. (L.S.)
defto atty in fact.

Taken and approved this the 11th, day of February, A.D. 1907. J. E. Clem.

Clerk of the Circuit Court, in and for the State and County, aforesaid.

Filed 11th day of February A.D. 1907.

J. E. Clem. Clerk.

Be it remembered unto the Spring term 1907 of the Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to-wit.

#998

The State of Alabama. } Circuit Court,
Limestone County } April term, 1907.
To any sheriff of the State of Alabama-
greeting;

You are hereby commanded to summon Harry Russee to appear at the next term of the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of Calvin C. Swinnea.

Witness my hand, this 18th day of February, 1907,
J. E. Clem. Clerk.

Complaint.

Calvin B. Swinnear Plaintiff.	vs.	Henry Russee Defendant.
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1. The plaintiff claims of the defendant the sum of one Thousand Dollars damages for a trespass by the defendant on the following described real estate, to-wit: a strip of land 60 yards wide across the east end of the north west quarter of S.W. quarter & N.E. quarter of S.10.4 of sec 11.9.3 R. 6 west in Limestone County, Alabama, in the possession of the plaintiff, and for breaking down or tearing down the fence around a part of said land, on to-wit, January 16th 1907.

2. The plaintiff claims of the defendant the sum of One Thousand Dollars damages for a trespass by the defendant on the following described real estate, to-wit: a strip of land 60 yards wide across the east end of N.W.4. of S.10.4 conty. 5^{47/100} acres and N.E.4 of S.W.4 sec. 11.9.3. Range 6. west in Limestone County, Alabama in possession of the plaintiff, and for wantonly willfully, and maliciously breaking down or tearing down the fence around a part of said land, on to-wit, Jan'y. 16th 1907.

3. The plaintiff claims of the defendant the sum of one Thousand Dollars damages for this, That, on to-wit the 16th day of January, 1907 the defendant wantonly, willfully, and maliciously broke down or tore down a fence the property of the plaintiff, enclosing the following described lands or a part thereof, to-wit: a strip of land 60 yards wide across the east end of the N.W.4 of S.W.4 containing 5^{47/100} acres and N.E.4 of S.W.4 sec. 11.9.3 R. 6, west which said land is the property of the plaintiff. And the plaintiff avers that by reason of the wanton, willful and malicious act of the defendant in tearing down or breaking down said fence the land of the plaintiff enclosed thereby was opened or exposed to the depredation of stock and cattle, and plaintiff avers that stock and cattle did depredate on said land and injure or destroy a large number of fruit trees on said land

and otherwise injure said land, to the plaintiff's damage in the sum aforesaid to-wit, One Thousand Dollars.

4. The plaintiff claims of the defendant the sum of One Thousand Dollars damages for the wrongful conversion by defendant on the 16th day of January, 1907, of the following chattels, to-wit, 600 rails, the property of the plaintiff.

5. The plaintiff claims of the defendant the sum of One Thousand Dollars damages for this: That, on to-wit, the 16th day of January, 1907, after having been warned not to molest the fence of plaintiff, the defendant wantonly, willfully, and maliciously broke down or tore down said fence, the property of the plaintiff, enclosing the following described lands or a part of said lands, to-wit: A strip of land 60 yards wide across the east end of N.W. 4 of S.W. 4 containing 5 ⁴/₁₀ acres, and the 4 of S.W. 4 sec 11 T. 3, S. 6, west which said land is the property of the plaintiff. And the plaintiff avers that by reason of the wanton, willful, and malicious act of the defendant, in tearing down or breaking down said fence, the lands of the plaintiff enclosed thereby were opened or exposed to the depredation of stock, and the plaintiff avers that stock did depredate on said lands and injure or destroy a large number of fruit trees on said land, and otherwise injured said land to the plaintiff's damage in the sum aforesaid.

H. C. Thack.

Filed February 18th 1907. Attorney for the Plaintiff.
J. E. Clem. Clerk.

Executed by handing copy of the within Summons & Complaint to Henry Russee Defendant.

This Feb. 19th 1907.

Henderson Legg Sheriff.

By H. D. Legg,
H. D.

Be it remembered unto the April term 1907 of the Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to-wit:

The State of Alabama. } Circuit Court
Limestone county.

To any sheriff of the State of Alabama:- Greeting:
You are hereby commanded to summon Frank Clemens to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, then and there to answer the complaint of S. A. Hill.

Witness this 20th day of February, 1907,
(Complaint.) J. E. Clem. Clerk.
State of Alabama. }
Limestone County. } In the Circuit Court.

#999. S. A. Hill, Plaintiff,
vs.

Frank Clemens, Defendant.

1. Plaintiff claims of defendant fifty-six and 60/100 dollars due by promissory note made by him on September, 18, 1906, and payable on December, 1st, 1906, with interest thereon from date, which note before maturity for value and without notice was transferred and assigned by H. D. Taylor, and J. H. Connelly, to plaintiff, and is now his property.
Plaintiff further claims of defendant the sum of twenty dollars due from him as a reasonable attorneys fee, as provided for in said note, and plaintiff avers that by the terms of said note the makers and endorsers thereof waived their right of exemption to personal property.

R. E. Smith.

Attorney for Plaintiff.

Filed Feb'y, 20th 1907. J. E. Clem. Clerk.

I have executed the within writ Mch 5th 1907, by leaving a copy of the within Summons and complaint with Frank Clemens Defendant.

Henderson Regg.
Sheriff.

Be it remembered unto the April term 1907 of the Circuit Court of Limestone County, Alabama was returned a Summons and Complaint in words and figures following to wit:

#,000 The State of Alabama, } Circuit Court,
Limestone County, }

To my sheriff of the State of Alabama - Greeting:
You are hereby commanded to summon Mollie Moore and Willie Moore to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, then and there to answer the complaint of S. A. Hice.

Witness this 20th day of February 1907.
J. E. Clem. Clerk.

Complaint

State of Alabama, } In the Circuit Court,
Limestone County, }

S. A. Hice. Plaintiff,
vs.

Mollie Moore and Willie Moore, Defendants,
1. Plaintiff claims of defendants fifty-seven and 3/100 dollars due by promissory note made by them on July, 27, 1906, and payable November, 1st, 1906, with interest thereon from date, which note before maturity, for value and without notice, was transferred and assigned by H. L. Taylor, the payee therein named, to plaintiff and is now his property.

Plaintiff further claims of defendants the sum of twenty dollars due from them as a reasonable attorneys fee, as provided for in said note. And plaintiff avers that by the terms of said note the makers and endorsers thereof waived their right of exemption to personal property.

R. E. Smith
Attorney for plaintiff.

Filed Feb. 20th 1907. J. E. Clem. Clerk.

I have executed the within writ March 4th 1907, by leaving a copy of the within Summons and Complaint with Mollie Moore & Willie Moore, Defendants,

Henderson Legg, Sheriff.
H. D. Legg, Deputy Sheriff.

be it remembered unto the April term 1907 of the Circuit Court of Limestone County Alabama was returned a Summons and Complaint in words and figures following to-wit

#1001

The State of Alabama, } Circuit Court,
Limestone County, }

To any Sheriff of the State of Alabama - Greeting;
You are hereby commanded to summon
Dora Stevens and Willie Stevens to appear at
the next term of the Circuit Court to be held for said
County, at the usual place of holding the same,
then and there to answer the complaint of S. A. Hill.
Witness this 20th day of February, 1907.

J. E. Clem. Clerk.

Complaint.

State of Alabama, }
Limestone County, } In the Circuit Court.
S. A. Hill, Plaintiff,

vs.

Dora Stevens, and Willie Stevens, Defendants.
1. Plaintiff claims of defendants fifty-three and
02/100 dollars due by promissory note made by
them on July, 26, 1906, and payable on November
1st, 1906, with interest thereon from date, which
note, before maturity, for value and without notice,
was transferred and assigned by H. R. Taylor,
the payee therein named, to plaintiff and is
now his property. Plaintiff further claims
of defendant the sum of twenty dollars
due from them as a reasonable attorneys
fee, as provided for in said note. And
plaintiff avers that by the terms of said note,
the makers and endorser thereof waived
their right of exemption to personal property.

R. E. Smith

Attorney for Plaintiff.

Filed Feb'y 20th 1907, J. E. Clem. Clerk -

I have executed the within writ
March 8th 1907, by leaving a copy of the
within Summons and Complaint
with Willie Stevens and Dora Stevens.

Henderson Legg,
Sheriff.

be it remembered unto the April term 1907 of the Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to-wit;

#002

The State of Alabama, } Circuit Court,
Limestone County, }

To any Sheriff of the State of Alabama-Greeting:
You are hereby commanded to summon Mrs. Gazelle Nichols-to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, there and there to answer the complaint of Murray-Nibree Shoe Company, a corporation chartered and existing under the laws of the State of Tennessee.

Witness this 27th day of Feb'y, 1907.
J. E. Clem, Clerk.

Complaint.

Murray-Nibree Shoe Company a corporation chartered and existing under the laws of the State of Tennessee.

Mrs. Gazelle Nichols.

Defendant.

Plaintiffs

The Plaintiff claims of the Defendant the sum of five hundred and fifteen and 20/100 dollars, due from her by account on to-wit; the 23rd day of February, 1907, which sum of money, with the interest thereon, is still unpaid. The said account is verified by affidavit. The plaintiff claims of the defendant the like sum of five hundred and fifteen and 20/100 dollars for merchandise, goods and chattels sold by the plaintiff to the defendant on to-wit; the 25th day of September, 1906, on to-wit; the 14th day of November, 1906, which sum of money, with the interest thereon, from the 23rd day of February, 1907, is still unpaid. Said account is verified by affidavit.

W. T. Sanders,
Atty. for Plaintiff,

Filed Feb'y 27th 1907.

J. E. Clem, Clerk.

#1003

Be it remembered unto the April term 1907 of the Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to-wit:

The State of Alabama, } Circuit Court,
Limestone County,

To any sheriff of the State of Alabama Greeting
You are hereby commanded to summon
Mrs. Isabelle Nichols to appear at the next term
of the Circuit Court to be held for said
County, at the usual place of holding the same,
then and there to answer the complaint of J. S.
Reeves, J. H. Reeves, B. F. C. Reeves, J. P. Beece, Green
Benton, O. B. Washington, W. H. Fuller and J. E.
Sparkman, partners doing business under
the firm name and style of "J. S. Reeves & Co."
Witness this 28th day of February, 1907,
J. E. Olsen, Clerk.

Complaint.

J. S. Reeves, J. H. Reeves,
B. F. C. Reeves, J. P. Beece,
Green Benton, O. B. Washington,
W. H. Fuller and J. E. Sparkman,
partners doing business
under the firm name
and style of "J. S.
Reeves & Co."

Mrs. Isabelle Nichols.
vs.
Defendant.

Plaintiffs.

The plaintiff claim of the Defendant Seven
hundred and twenty-five dollars and
sixty-two cents (\$725.62), due by promissory
note made by defendant, per her agent,
R. A. Nichols, on September 19, 1906, and payable on
January 1, 1907, with interest thereon.
The defendant waived her rights of
exemption as to personal property in and
by said instrument. Plaintiff claims
of defendant the additional sum of
seventy-five dollars as attorneys fee,
which is a reasonable fee, and which
fee is provided for in and by the note
herein sued on.

Went & Went and
S. A. Lynne
attorneys for plaintiffs.

We hereby acknowledge ourselves security for plaintiffs
costs,
Went & Went
and S. A. Lynne -

Filed Feb'y 28th 1907.

J. E. Clem. Clerk

A. I. Ezell.

#1004

A. I. Holland (alias) A. J. Holland,

Be it remembered ^{that} into the April term 1907 of the Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to-wit:

The State of Alabama } Circuit Court,
Limestone, County,

To any sheriff of the State of Alabama greeting:
You are hereby commanded to summon A. I. Holland (alias) A. J. Holland, to appear at the next term of the Circuit Court to be held for said County, at the usual place of holding the same, then and there to answer the complaint of A. I. Ezell.

Witness this 8th day of March, 1907.

J. E. Clem. Clerk.

Complaint.

A. I. Ezell.

Plaintiff

} vs

[A. I. Holland,

alias A. J. Holland, Defendant

The plaintiff claims of the Defendant \$98⁶⁵ Ninety eight 05 dollars, due by promissory note made by him on the 1st day of September 1905, and payable on the 5th day of September with interest thereon.

And the plaintiff avers that the defendant waived in writing all exemptions to personal property, exempted under the constitution and laws of the State of Alabama as to the above debt. And the plaintiff further avers that the defendant contracted in said note and in writing to pay 10 of attorney's fee.

John J. Gurrentine.
Atty for plaintiff.

Filed March 8th 1907. J. E. Clem. Clerk.

#1005- W.A. Phillips et al. - } Be it remembered that unto the April
 vs. Henry N. Binford } term 1907 of the Circuit Court of
 Limestone County Alabama was
 returned a summons and complaint
 in words and figures following to-wit:

The State of Alabama } Circuit Court.
 Limestone County,

To any sheriff of the State of Alabama - Greeting:
 You are hereby commanded to summon
 Henry N. Binford to appear at the next term
 of the Circuit Court to be held for said County,
 at the usual place of holding the same,
 then and there to answer the complaint of
 W.A. Phillips, J.A. Fiddle, R. Leneham and
 Jno. H. Canaday, formerly partners
 trading and doing business under the firm
 name and style of Phillips, Fiddle & Co.

Witness this 9th day of March, 1907.

J. E. Clem. clerk.

Complaint.)

W.A. Phillips, J. A. Fiddle
 R. Leneham and Jno. H. Canaday
 formerly partners trading
 and doing business under
 the firm name and style
 of Phillips, Fiddle & Co.

Plaintiffs

vs. { Henry N. Binford,
 Defendant.

The plaintiffs claim of the Defendant the sum
 of one hundred and sixty-seven & 75/100 dollars,
 due from him by him by account be-
 to-wit, the 8th day of Novr 1907, which which sum
 of money, with the interest thereon, is still
 unpaid. The said account is verified by
 affidavit.

W. A. Sanders.

Atty. for Plffs.

Filed March 9th 1907. J. E. Clem. - Clerk.

I have executed the within writ
 March 9th 1907, by leaving a copy of the
 within summons and complaint with
 Henry N. Binford - Defendant.

Henderson Legg, Sheriff.

#1006 Phillips, Grawick, James Company. Plaintiffs }
vs }
Henry N. Binford, Defendant

Be it remembered unto the April term 1907 of the Circuit Court of Limestone County Alabama was returned a summons and Complaint in words and figures following to-wit: -

The State of Alabama. } Circuit Court,
Limestone County. }
To any sheriff of the State of Alabama Greeting:
You are hereby commanded to summon Henry N. Binford to appear at the next term of the Circuit Court to be held for said County, at the usual place of holding the same, there and there to answer the Complaint of Phillips Grawick James Company, a corporation chartered and existing under the laws of the State of Tennessee -
Witness this 9th day of March 1907.
J.E. Clem. Clerk.

Complaint,
Phillips Grawick James Company, }
a Corporation chartered } vs. }
and existing under the laws }
of the State of Tennessee. }
Plaintiffs, }
Henry N. Binford
Defendant.

The plaintiffs claims of the Defendant the sum of One hundred and fifty-nine & 5/100 dollars due from him by account on, to-wit, the 8th day of Mch 1907, which sum of money, with the interest thereon, is still unpaid. The said account is verified by affidavit.
W.T. Sanders.

Filed Mch 9th 1907. J.E. Clem. Clerk. Atty for plff -

I have executed the within writ March 9th 1907, by leaving a copy of the within Summons and Complaint with Henry N. Binford, Defendant.
Henderson Legg.
Sheriff.

1007. A. Benton. et. al.
vs.

William B. Russee.

Be it remembered unto the
April term 1907 of the Circuit
Court of Limestone County
Alabama was returned a summons
and complaint in words and figures
following to-wit:

The State of Alabama } Circuit Court.
Limestone County }

To any sheriff of the State of Alabama Greeting:
You are hereby commanded to summon
William B. Russee, an individual
trading and doing business under the
firm name and style of W. B. Russee & co.
to appear at the next term of the Circuit Court
to be held for said County, at the usual
place of holding the same, then and there
to answer the complaint of, A. Benton, and
C. N. Jordan, partners trading and
doing business under the firm name
and style of the Benton Manufacturing Company
Witness this 4th day of March, 1907.

J. E. Clem. Clerk.

Complaint.

A. Benton, and C. N.
Jordan, partners trading
and doing business
under the firm name
and style of the Benton
Manufacturing Company.
Plaintiffs

William B. Russee
an individual
trading and doing
business under the
firm name and
style of W. B. Russee & co.
Defendant.

The Plaintiffs claim of the Defendant the sum
of Seventy-five & 30/100 dollars due from
him by account on to-wit; the 28th day of
July 1907, which sum of money, with the interest
thereon, is still unpaid. The said account
is verified by affidavit, W. F. Sanders,

Filed Mch 9th 1907. atty for plff.
J. E. Clem. Clerk.

I have executed the within writ March
9th 1907, by leaving a copy of the within
summons and complaint with
W. B. Russee - Defendant -
Henderson Legg
Sheriff.

Be it remembered that unto a special term of the Circuit Court held for Limestone County Alabama on May 1st, 1907 was returned a petition and an alternative writ of mandamus which is in words and figures as follows to wit:

In the Circuit Court of Limestone County Alabama,
To the Honorable D.W. Speake, Judge of the Eighth Judicial Circuit of Alabama: Your petitioners the State of Alabama on the relation of M.K. Clements and M.K. Clements, respectfully represent unto your Honor:

First- That he was on the 1st day of April, 1907 over the age of twenty-one years, and had been a citizen and resident of the town of Athens, Alabama, a municipal corporation in Limestone County, Alabama for more than one year, and was at said date a qualified voter under the laws of the State of Alabama.

Second- That on the said 1st day of April, 1907 an election was held in the town of Athens, for the purpose of electing a mayor and council for the town of Athens; that said election was held by and under the direction of the sheriff of Limestone County, Alabama, at the courthouse of said county, after said sheriff had given ten days notice of such election by publication in a newspaper published in said town of Athens, all of which was done and performed in obedience and under the charter of the Town of Athens.

Third- That at said election only two names were voted on for the office of mayor of said town, one was that of petitioner, M.K. Clements, and the other that of one B.E. Frost; that at said election there were two hundred and three votes cast, received and counted by the inspectors, or those acting in the capacity of inspectors of said election, one hundred and two of which were counted and declared to have been cast for said Frost and one hundred and one were counted and declared to have been cast for your petitioner M.K. Clements.

Petitioners allege that of the number counted and declared for said Frost twenty-five were voted and counted for said Frost that were cast by parties voting and participating in said election who were not legal voters nor authorized to vote in said election, and petitioners allege that said M.K. Clements received a majority of the legal votes cast at said election for mayor, but notwithstanding that, the inspectors or those acting as such at said election received and counted the illegal votes so cast for said Frost; that said inspectors signed and certified that said Clements had received only one hundred and one votes and said Frost one hundred and two votes for mayor at said election, and the returning officer at said election made his return to the sheriff of Limestone County, who declared that Frost had been duly elected for mayor of the town of Athens at said election, and issued to said Frost a certificate of election to the office of Mayor of the Town of Athens; that on the following Friday after said election said Frost duly took the oath of office for the office of Mayor

of the Town of Athens, and was duly inducted into said office, and assumed the duties thereof, and has since said date been in possession of said office, holding the same, executing the duties thereof, and receiving the emoluments thereof.

Fourth - Petitioners allege that said M.K. Clements was duly and legally elected by the qualified voters of the corporation of the Town of Athens at said election, and that by virtue of his said election is entitled to hold said office and exercise all the powers, duties, privileges and liberties of the same, but same have been usurped and unlawfully held and exercised, and are being so unlawfully held and exercised by said Frosh. Petitioners further allege that one of the inspectors who acted as inspector at said election was not a citizen, resident or legal voter of said town; that the ballots that had been prepared for use at said election were handed out from the voting places to various parties in varying numbers and were distributed over said town promiscuously to all who desired or would take them. And petitioners further allege that the result of said election as first declared by said inspectors was that for the office of mayor petitioner M.K. Clements received ninety-eight votes and E.E. Frosh had received ninety-eight votes; that in about an hour after said declaration and after the votes had been counted and the ballots and certificate properly signed and sealed up in a box, together with the poll list, said inspectors broke open said box and made another count, and declared the result to be one hundred and one votes for petitioner Clements and one hundred and one votes for defendant Frosh, but which declaration was afterwards changed by said inspectors, and the result to be as heretofore set forth, to wit: one hundred and one for petitioner Clements and one hundred and two for defendant Frosh.

Premises considered, petitioners pray that process issue requiring the respondent E.E. Frosh to appear and answer and show by what warrant he claims to exercise and enjoy the powers, duties, privileges and emoluments of the office of Mayor of the said Town of Athens, and that upon a hearing of said cause judgment may be rendered excluding the said E.E. Frosh from said office of Mayor and that your petitioner M.K. Clements be declared to have been elected to said office and entitled to the same. Petitioners demand a trial by jury.

Brown & Kyle
Ballahan & Harris
Attorneys for Petitioners

To the Clerk of the Circuit Court of Limestone County, Alabama: -
Let an alternative writ issue according to the prayer of the foregoing petition, returnable on the 1st day of May, 1907. This 17th day of April, 1907. And the sheriff of Limestone County is ordered to summon as

jurors twenty-four qualified citizens of said county to be
and appear on the day set for said trial -

D.W. Speake
Judge of the Eighth Judicial Circuit of
Alabama -

Circuit Court.

State of Alabama }
Limestone County } To G.E. Frost: -

A. - Petition has this day been filed in my office by the State of
Alabama, on the relation of M.K. Clements, and M.K. Clements a copy
of which is herewith attached and made a part of this writ, and
in obedience to an order directed to me by D.W. Speake, Judge of the
Eighth Judicial Circuit of Alabama, you are hereby commanded to
appear on the First day of May, 1907, and show by what warrant you
claim to exercise and enjoy the powers, duties, privileges and
emoluments of the office of Mayor of the town of Athens, Limestone
County, Alabama, and why judgment should not be rendered
against you excluding you from the same and from the office of
Mayor of said town of Athens. This the 17th day of April, 1907.

Filed this 17th day of April, 1907

J.E. Clem
Clerk

J.E. Clem
Clerk of the Circuit Court, of Limestone,
County, Alabama -

I have executed this writ by serving a copy of same on G.E. Frost. This 17th day
of April, 1907.

Henderson Legg Sheriff -
By H.D. Legg D.S.

In the Circuit Court, Limestone County Alabama.

The State of Alabama, on the Relation of M.K. Clements
and M.K. Clements
V.B.
G.E. Frost -

We acknowledge ourselves as security
for the cost in the above cause.
April, 17th 1907.

Approved 17th day of April, 1907.

J.E. Clem -

Clerk Circuit Court Limestone County, Alabama.

Filed this the 17th day of April, 1907

J.E. Clem - Clerk

M.K. Clements
H.D. Chandler
M.M. Rosenau

In the Circuit Court, Limestone County Alabama.

The State of Alabama on Relation of M.K. Clements
and M.K. Clements
V.B.
G.E. Frost

It is hereby ordered that May 1st 1907,
be set for the hearing of the above cause

and the sheriff of Limestone County Alabama, is hereby directed
to summon twenty-four of the qualified citizens of the county
from which number a jury is to be selected to serve on a trial of
this cause, to be and appear at the court house of Limestone

county Alabama on May 1st 1907 - at 10 O'clock A.M. The clerk of the Circuit Court of said Limestone county will issue notice to the parties herein of this order. Given under my hand this April 19, 1907

Filed April 25th 1907

D.W. Speake

J.E. Clem, clerk,

Judge 8th Judicial Circuit Alabama

Executed by handing a copy of the within notice to E.E. Frost - This April 25th 1907 -

Henderson Legg, Sheriff,

Circuit Court.

The State of Alabama,

Limestone County

} In pursuance of an order issued to me as Sheriff of this, Limestone County, by his Honor D.W. Speake, Judge of the 8th Judicial Circuit, of Alabama, commanding me as such Sheriff to summons twenty-four, qualified citizens of this Limestone County, Alabama, to appear as jurors, at Athens Alabama at the court house at 10 O'clock A.M. on to wit: the 1st day of May, 1907 in the cause of, The State of Alabama, Ex Rel. M.K. Clements and M.K. Clements v. E.E. Frost. To wit.

Names	Residence	Occupation
1 James H. Meale	Beat 3-	Farmer
2 Frank Lovell	" 5-	"
3 Sam Anderson	" 1	"
4 James Bates	" 10	"
5 James A. Patterson	" 6	"
6 W.F. Mitchell	" 8	"
7 Arthur Thomas	" 2	"
8 Raymond Patterson	" 6	"
9 John Owen	" 10	"
10 J.A. Barloss	" 8	"
11 E.J. Fisk	" 2	"
12 J.D. Grubbs	" 10	"
13 Lewis R. Adkins	" 5	"
14 Sam Moss	" 7	"
15 G.W. Hamilton	" 9	"
16 Bob Bullington	" 7	"
17 Geo Williamson	" 9	"
18 James Gilbert	" 9	"
19 A.M. Atkinson	" 4	"
20 E.J. Rogers	" 2	"
21 R.D.B. Bates	" 9	"
22 R.B. Hanserd	" 1	"
23 C.D. Beckham	" 14	"
24 John B. Pepper	" 2	"

Witness my hand this 29th day of April A.D. 1907

Henderson Legg

Sheriff of Limestone County, Alabama

#1006

In the Circuit Court

The State of Alabama,
Limestone County }

The State of Alabama on the Relation of M.K. Clements
and M.K. Clements

#1006 V.S.

B.E. Frost

And now, on the first day of May,
1907, before said court, comes the
aforesaid B.E. Frost, by his attorneys,
and in accordance with the rule heretofore

issued by this court shows to the court that the information
mentioned should not be filed against him and for grounds therefor
assigns the following

1 - The said M.K. Clements is without right as relator or individual
to file said petition because if illegal votes were cast in said
election, the said Clements acquiesced therein and not only
acquiesced therein but affirmatively aided in the casting of illegal
votes in this, that under and by his own exertions and by his
suggestions and directions voters were permitted to vote in said
election when the said M.K. Clements well knew that under
the law they were not entitled to vote therein and after said
election result was declared and said respondent received from the
Sheriff of Limestone County his certificate of election said M.K. Clements
who was respondent's immediate predecessor as mayor of said town of
Athens surrendered said office to said B.E. Frost without protest or
objection -

2 - That M.K. Clements is incompetent and without right, as relator or
individual petitioner, to file this information or petition because he
participated, with full knowledge of all the facts in said election; and
not only aided in having voters who were not entitled to vote in said
election to cast their vote therein but also accepted from the inspectors
of said election, ballots furnished to said inspectors to be voted at said
election and stood by and saw others, including his son,
receive such ballots and take said ballots away from the place
of said election and deliver them into the hands of voters, and also that
said Clements was well aware of where each inspector of said election
resided at the time of said election was held and without protest
or objection on his part the said inspectors acted as such at said
election and after said election result was declared showing
said B.E. Frost to have been elected mayor of the said town of Athens
and after the Sheriff of Limestone County had given a certificate of his
election to said B.E. Frost, the said Clements, said Frost's immediate
predecessor in said office surrendered and turned over to said Frost
said office without protest or objection on his, Clements part
wherefore this respondent says that the said M.K. Clements is incompetent
to file this information as relator and without right to file such
as an individual; the respondent prays that on the cause
thus shown that he be dismissed hence with his costs

in this behalf expended -

H. C. Thach

W. R. Walker

Filed May 1st 1907

Attorneys, specially and only for this motion

D. W. Speake, Judge,

In The Circuit Court -

The State of Alabama, }
Limestone County }

The State of Alabama on relation of M. K. Clements
and M. K. Clements -

V. S.

C. E. Frost

} comes the respondent,
C. E. Frost, by his attorneys,
and without waiving any
rights but specially

reserving all rights as though this motion had not been made, and moves the court for a rule upon the plaintiffs or petitioners herein that they be directed to furnish to this respondent a list of the 25 voters who are alleged in said information or petition to have illegally cast their votes at the election herein mentioned for this respondent.

And this respondent avers that it is necessary to his defense in this cause that he be apprised of the names of those who are alleged to have cast illegal votes for him in said election in order that he may, without very great and unnecessary expense, present to the court his full defense.

C. E. Frost

Respondent.

H. C. Thach

W. R. Walker

Attorneys for respondent specially for
this motion

Sworn to and subscribed,

by C. E. Frost, before me,

This 24th day of April 1907.

J. E. Clem

Clerk of the Circuit Court

I hereby acknowledge service and receipt of copy of within motion, This 24th day of April, 1907.

M. K. Clements

as relator and petitioner

Upon consideration of the within motion and application it is ordered and adjudged that the same be and hereby is overruled and denied -

D. W. Speake

Judge &c -

Filed April 24th 1907 -

J. E. Clem. Clerk.

Refiled May 1st, 1907 -

D. W. Speake Judge &c -

Be it Remembered that unto the October term 1907, of the Circuit Court of Limestone county Alabama, was returned a writ of certiorari etc. - in words and figures following to wit:
In the Circuit Court.

The State of Alabama, }
Limestone County }
Wm. M. Thompson et. al. Plaintiffs }
1009 V.S. }
County Commissioners, }
of Limestone county Alabama, }
composed of Geo. Malone Judge of Probate, }
is principal Judge thereof and J.D. Hatchett, }
E.L. Daly, W.W. Todd and A.D. French }
as commissioners ;

under and by ^{virtue of} an order of D.W. Speake, Judge of the 8th Judicial Circuit of said State, made on this May 1st, 1907, upon the petition of Wm. M. Thompson and T.A. Goodin The said plaintiffs, we do command you that without delay, the records, papers and proceedings of your Honorable Court in the matter of the

Application or petition of A.M. Baugher, J.E. Edgman, T.W. McCully and others to establish a stock district in Big Creek Beat No. 8, in which hogs, sheep and goats are to be prohibited from running at large, to wit: To commence at the south east corner of Big Creek Beat, on line between Athens and Big Creek Beats run thence North along said line to St. Hampton road, thence along said St. Hampton road to Blough Beat line thence along said line back to point of beginning all in Big Creek Beat by whatever title such proceedings are designated, you under your hand and seal do send up and certify to our next ^{Circuit} Court to be holden for said Limestone county Alabama, on the first Monday, in October, 1907, it being the 7th, day of said month, that we may cause to be done what of right, by law should be done and that you abstain from all further proceedings therein and thereunto until the further order of said Circuit Court.

Witness my hand, this 1st, day of May, 1907.
J.E. Clem.
Clerk Circuit Court.

To the Sheriff of Limestone county Alabama, to Execute
Filed May 1st 1907. J.E. Clem. - Clerk -
In the Circuit Court.

The State of Alabama, } To the Hon. D.W. Speake, Judge of the 8th Judicial Circuit
Limestone County. } of said state: Your petitioners Wm. M. Thompson
and T.A. Goodin, respectfully represent and show unto your Honor that they are adult male land holders of Limestone county, State of Alabama, and reside within the bounds of the following district as follows to wit:
"To commence at the South East corner of Big Creek Beat on line between Athens and Big Creek Beats run thence North along said line to St. Hampton road thence along said St. Hampton road to Blough Beat line thence on said line back to point of beginning, all in Big Creek Beat" Your petitioners further represent

and show unto your Honor that the commissioners court of said Limestone county, Alabama, at the February Term, 1907, thereof, made an order establishing the district described hereinabove and placed in quotation marks as a stock district "in which hogs, sheep and goats are prohibited to run at large." A certified copy of said order of the commissioners court is hereto attached and made a part hereof and marked "Exhibit A."

Your petitioners further represent and show that it appears from the file of the papers of the commissioners court of said county and state that there had been filed with said court before the granting of the order set out above certain petitions or petitions, to wit: two for the establishing of the above described district as a stock district; one of said petitions appears to describe said district exactly as the same is described in the order of the commissioners court, which order is "Exhibit A" to this application; the other petition appears to describe said district substantially as it appears to be described in said order; certified copies of said petitions are herewith filed and made a part of this application and marked respectfully "Exhibit B" and "Exhibit C."

Your petitioners further respectfully represent and show unto your Honor that the order of the said commissioners court establishing said stock district is absolutely null and void for the following reasons or grounds, jointly or separately:

1. - The petitions or either "Exhibits B and C" of them were insufficient to confer jurisdiction upon the said commissioners court and the said commissioners court did not acquire jurisdiction to make said order establishing said stock district because:
 - a. Said petition or petitions fail to show that the signers thereof resided within the proposed stock district as they are by law required to do.
 - b. Said petitions each fail to show that the signers thereof are over the age of twenty-one years.
 - c. Said petitions each fail to show that the signers thereof are male land holders.
 - d. Said petitions each fail to show that the signers thereof constitute a majority or more of the persons entitled to sign.
 - e. - Descriptions in said petitions are indefinite and uncertain.
2. - That said order entered on the minutes of the commissioners court of said county and state is null and void because:
 - a. It fails to show that notice of the petition for establishing said stock district was given by causing notices of said application to be posted for thirty days in at least five (5) public places in the district described and published for at least two (2) consecutive weeks in a county newspaper, as by law it is required.
 - b. It fails to show that the district described is in Limestone County, Alabama.

C. It fails to show that a majority or more of the adult male land holders or freeholders residing within the proposed stock district signed said petition.

d. It fails to show that the petition for establishing said stock district was in writing.

e. The description of said stock district is indefinite and uncertain.

And petitioners aver that they have a clear legal right to have said order of the commissioners court establishing said stock district quashed and declared null and void, and that they have no other adequate legal remedy to obtain said clear legal right except by the common law writ certiorari. The premises considered, your petitioners pray that the said Commissioners Court of Limestone County, Alabama, and George Malone, Judge of Probate, as the principal judge of said Court of County Commissioners, and J. D. Hatchett, E. L. Daly, as commissioners, W. W. Todd, as commissioner, and N. D. French, as commissioner, composing the said Court of County Commissioners of Limestone County, Alabama, be made parties defendants hereto, and that to this end, subpoenas and all other needful process issue to them; that they be required to send up to the Circuit Court of said county and state all the records, papers and proceedings in this matter viz: the establishing of a stock district within the bounds hereinabove described, which order is more fully set out in "Exhibit A" to this application; and they be required to abstain from all further proceedings therein and thereunto until the further order of said Circuit Court; and your petitioners pray that upon the hearing of this petition that said order be vacated, set aside, and held for naught, and be declared as absolutely null and void; and said proceedings be quashed and petitioners pray for such other further and different relief as the facts hereof and circumstances may require.

W. M. Thompson
J. A. Goodin

Sworn to and subscribed before me, this 1st day of May, 1907
J. E. Glem
Clerk Circuit Court.

The State of Alabama.
Limestone County.

Commissioners Court, } Be it remembered that at a regular term of the
February Term, 1907. } Commissioners Court began and held for Limestone
County, Alabama, on the 2nd Monday in February 1907, there was present
the Honorable George Malone, Judge of Probate, and ex. off. Chairman
of the said Commissioners Court. There was also present W. W. Todd,
N. D. French, J. D. Hatchett and E. L. Daly Commissioners. The
following proceedings were had and done, viz:

A. M. Baugher, J. E. Edgman, T. W. McCully and others having heretofore filed their application on petition to establish a stock district in Big Creek Beat no. 8, in which hogs, sheep and goats are to be prohibited from running at large, to wit: To commence at the south east corner of Big Creek Beat on line between Athens and Big Creek Beats run thence north along said line to St. Hampton road, thence along said St. Hampton road to Slough Beat line thence on said line back to point of beginning, all in Big Creek Beat, and it appearing to the court that proper notice of the filing of said petition had been given by advertisement in the Limestone Democrat a newspaper in said county for the time prescribed by law, and it further appearing to the satisfaction of the court that a majority of the land owners in said above district had signed said petition. It is therefore ordered by the court that the prayer of said petition be granted and that said stock district be established as above stated in which hogs, sheep and goats are prohibited to run at large. It is further ordered that the order of this court go into effect within 30 days from this date.

The State of Alabama, } J. George Malone, Judge of Probate, as principal Judge,
Limestone County. } of the court of county commissioners, hereby certify
that the above and foregoing is a true copy of the order establishing said stock district made by the said Commissioners Court within the bounds therein set out as recorded in the Minutes of the court of county commissioners of Limestone County, Alabama, at the February Term 1907, thereof at Page 380.
Given under my hand this 1st day of May, 1907
Geo. Malone, Judge of Probate.

To the Hon. Commissioners Court of Limestone County, Alabama:
We the undersigned landholders of Big Creek Beat no. 8 in said County would most respectfully ask your Honorable Body to establish a stock district in which hogs, sheep and goats are not to be allowed to run at large. Said district described as follows to wit:

To commence at the S. E. corner of Big Creek Beat on line between Athens and Big Creek Beats, run thence north along said line to St. Hampton road. Thence along said ^{St. Hampton} road to Slough Beat line thence on said line back to point of beginning, all in Big Creek Beat no. 8 in said county.

- | | |
|-------------------|------------------------|
| 1 J. B. Deamans | 11 E. H. Carter |
| 2 A. M. Baugher | 12 W. H. Malone |
| 3 J. E. Edgman | 13 James J. Burlingham |
| 4 M. M. Peek | 14 S. E. Lloyd |
| 5 W. M. Collier | 15 Wes Parham |
| 6 T. W. McCully | 16 R. E. Riggs |
| 7 Richard Coleman | 17 E. H. Weatherford |
| 8 Lauren Prier | 18 Luke Allen |
| 9 A. T. Benzett | 19 George Laine |
| 10 Eason Knowles | 20 Trave Woldridge. |

There appears the following endorsement thereon: Big Creek Presented Nov. Term 1906,

The State of Alabama, } I, George Malone, Judge of Probate, as principal Judge
Limestone County. } of the court of county commissioners, hereby certify
that the above and foregoing is a true copy of the petition filed,
together with the endorsement thereon, with the court of county
commissioners for the establishment of a stock district within the
bounds therein set out.

Given under my hand this 1st day of May, 1907

Geo. Malone,
Judge of Probate.

To The Hon. Commissioners Court of Limestone County, Alabama.
We the undersigned Land holders of Big Creek Beat No. 8 in said county
would most respectfully ask your Honorable Body to establish a
stock district in which hogs, sheep and goats are not to be allowed
to run at large in said district described as follows to wit;
to commence at the line between Athens and Big Creek Beata run
thence along said line to St. Hampton Road thence along said
St. Hampton Road to Blough Beat line thence along said line
back to point of beginning all in Big Creek Beat No. 8 in said
county.

- | | |
|--------------------|-------------------|
| 1 J. F. Black | 11 W. D. Corey |
| 2 Phil Houston | 12 G. W. Collier |
| 3 Jim Berzett | 13 J. E. Collier |
| 4 Garrett Houston | 14 G. W. Norman |
| 5 B. E. Peck | 15 H. J. Malone |
| 6 W. A. Brook | 16 J. B. Riggs |
| 7 T. A. Davenport | 17 J. W. Bartlett |
| 8 Eddie Pettis | 19 G. E. Holmes |
| 9 Ira H. Davenport | 20 A. B. Nelson |
| 10 W. H. Black | |

"Endorsed on the back, Big Creek No. Term, 1906 Presented No. Term, 1906.
Entered."

The State of Alabama, } I, George Malone, Judge of Probate, as principal Judge of the court of
Limestone County. } county commissioners, hereby certify that the above and
foregoing is a true copy of the petition together with the endorsement thereon
filed with the court of county commissioners for the establishing of a
stock district within the bounds therein set out.

Given under my hand this 1st day of May, 1907.

George Malone,
Judge of Probate

Upon consideration of the within petition & exhibits thereto, It is ordered
that the clerk of the circuit court for Limestone county, issue the writ of
certiorari therein prayed for. This May, 1st 1907.

D. W. Speake - Judge &c.

Filed May 1st 1907.

J. E. Blom - Clerk

Be it remembered that unto the October Term 1907, of the Circuit Court of Limestone County Alabama was returned a summons and complaint in words and figures following to wit:

State of Alabama.)

Limestone County. } To My Sheriff of the State of Alabama, Greeting:

You are hereby commanded to summon the Gilchrist Livery & Transfer Company to appear at the next term of the Circuit Court to be held for said county at the place of holding, the same then and there to answer the complaint of Blay Davis.

Witness my hand this 18th day of May, 1907

J. E. Blem - Clerk -

In the Circuit Court of Limestone County, Alabama.

Blay Davis Plaintiff
#1010 v.s.

Gilchrist Livery and Transfer Co. Defendant

The Plaintiff claims of the defendant Five Thousand Dollars damages for that on, to wit: the 11th day of May, 1906, the defendant was engaged in the Livery business at Portland, Alabama, hiring teams and vehicles to the public; and that while so engaged, the plaintiff on said date hired two vehicles and two teams from the defendant for the purpose of travelling through Lawrence and Limestone Counties and carrying certain trunks and other baggage of the plaintiff. That in travelling, as aforesaid, the plaintiff used one of said teams for the purpose of carrying himself, and the other team was used by plaintiff in carrying his baggage, and was driven by one of defendant's servants or agents or employees; and that while travelling, as aforesaid, in Limestone County, Alabama, along the public highway, the harness upon the horses which were pulling the vehicle loaded with plaintiff's trunks broke and gave way while both the teams were going down hill, which caused the vehicle to which the horses were hitched to run into the buggy in which plaintiff was riding; and plaintiff avers that as a result of the horses running into the buggy in which he was riding, he was thrown to the ground and was greatly injured about the head and limbs and some of the bones in his body were broken, causing permanent injury to him. Plaintiff avers that said injuries received by him resulted proximately from defendant's negligence in hiring to the plaintiff a team of horses which were hitched to the vehicle carrying his trunks by defective harness, and that said injuries resulted from the defects in said harness. Plaintiff further avers that both of said teams were hired to him for a reward.

H. D. Merrill - Attorney for Plaintiff.

Filed May 18th 1907.

J. E. Blem - Clerk -

Executed by leaving a copy of the within summons and complaint with Gilchrist Livery and Transfer Co. This 22nd day of May, 1907.

J. E. Cannon - Sheriff.

By J. J. Berryhill - Deputy.

Be it remembered that unto the October Term¹⁹⁰⁷ of the Circuit Court of Limestone County, Alabama, was returned a summons and complaint in words and figures following to wit:
Circuit Court.

The State of Alabama, }
Limestone County. } To Any Sheriff of the State of Alabama: Greeting
you are hereby commanded to summon James G. Smoot to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, then and there to answer the complaint of J. M. Bovel.

Witness this 23rd day of May, 1907.
J. E. Blevins - Clerk -
Filed May 23rd 1907.

J. E. Blevins - Clerk -
Jas. E. Horton Jr.
Plaintiff's Attorney
Complaint
In the Circuit Court.

The State of Alabama, }
Limestone County. }
J. M. Bovel Plaintiff
1011 V.B.

James G. Smoot Defendant 1. The Plaintiff claims of the defendant the sum of Two Hundred and Fifty dollars for this: That on to wit, the 18th day of April 1906, the plaintiff and defendant entered into a contract whereby plaintiff was to make a share crop on defendant's place in Limestone County, Alabama; by the terms of said contract or agreement defendant was to furnish the land, the house for plaintiff and family to live in, and a garden thereto appertenant, and the team and the farming utensils, for making the crop and the plaintiff was to furnish the labor to make the crop which crop was to be divided in equal shares; the land the defendant was to furnish was to wit; eighteen acres on his said place, and the house and garden was one belonging to one Sam Cartwright, which defendant had rented and for which he was to pay the rental. That in pursuance of said contract the plaintiff and his family moved in the said house and took possession thereof on the next day to wit; 11th day of April, 1906, and furnished the labor for the cultivation for the said eighteen acres and the defendant furnished said house and garden as agreed upon and paid the rental therefor until, to wit, the 11th day of September, 1906, when defendant refused longer furnish the said house and garden and refused to pay the rental therefor to the said Sam Cartwright and the plaintiff and his family were forced to move therefrom; that the plaintiff was put to great expense and trouble to provide another house, which was several miles distant, and to move himself and family to the same, that he lost the use and occupation of the house in which he lived and the appurtenant garden, which the defendant was to furnish him, and the growing garden of green

value, and also his share in the said growing "Share Crop" of great value. Wherefore plaintiff sues.

2. The plaintiff claims of the defendant Two Hundred and Fifty dollars for this: That on to wit, the 15th day of April 1906, the plaintiff and defendant entered into a contract by the terms of which plaintiff was to make a share crop, share and share alike, in and during the year 1906, on defendant's place in said county and state; defendant to furnish house, land and team and plaintiff to furnish labor; that on to wit, the 11th day of September, 1906, defendant refused to longer carry out his contract so entered into; whereupon plaintiff was forced to move himself and family to a house several miles, to wit, six miles, distant from the house and land defendant had contracted to furnish himself and family; that he was put to great expense and trouble in obtaining said house and in so moving himself and family thereto; that he had to provide himself and family with said house during the remainder of the crop year; that he lost the use and occupation of the house defendant had contracted to furnish him, also a garden and growing garden produce of great value, and also his share in the said growing Share Crop of great value. Wherefore plaintiff sues.

3. The plaintiff claims of the defendant Two Hundred and Fifty dollars, due from him on to wit: the 11th day of September 1906, for work and labor done for the defendant by the plaintiff from, on to wit; the 11th day of April 1906, to to wit; the 11th day of September, 1906 - which sum of money, with the interest thereon, is still unpaid.

4. The plaintiff claims of the defendant Two Hundred and Fifty dollars, due from him by account on to wit; 11th day of September, 1906, which sum of money, with the interest thereon, is still unpaid.

James E. Horton Jr.
Attorney for Plaintiff.

Filed May 23rd 1906.

J. E. Clem. Clerk.

The State of Alabama, } Be it remembered that unto the October term¹⁹⁰⁷ of the
Limestone County. } Circuit Court of Limestone County Alabama was
#1012. } returned a summons and complaint, Appeal Bond etc,
from the Justice Court of W.S. Williamson in words and figures following
to wit;

The State of Alabama, }
Limestone County. } To L. W. Boyd. Const. -
You are hereby commanded to summon
J. A. Sheeter to appear before me at my office in Sand Spring Beach
on the 4th day of May, 1907. to answer the complaint of Mrs. B. F. Motter
at 10 o'clock A.M. This April 30th 1907.

W.S. Williamson, Justice of Peace
Summons B. F. Motter as witness for Plaintiff. Summons C. R. Davis
for Defendant.

Executed in full June 1st 1907 -
J. B. Wright. Constable -

Executed April 4th 1907. L. W. Boyd.
The trial is set for the 11th day of April -
Filed June 12th 1907. J. E. Clem - Clerk.

The State of Alabama, } May 4th
Limestone County. } Mrs. B. F. Motter Plaintiff claims of J. A. Sheeter Defendant for work done
in 1906 as follows: For washing 1st, for making bed and bolster ticks 20
for making pillow slips 10, cooking from Feb. 6th 1906 to Jan. 29th 1907 11 months
and 3 weeks at \$5.00 per month \$58.75 = \$60.00
Filed June 12th 1907 - J. E. Clem. Clerk.

The State of Alabama, }
Limestone County } Before me W.S. Williamson a Justice of the Peace of Limestone County.
Mrs. M. F. Motter }
#1012. U.S. } Come the parties before me at 10 o'clock on the 1st day of June 1907 -
J. A. Sheeter } and after hearing the allegations and the proof it is considered
by the court that the said Mrs. B. F. Motter do recover of the said J. A. Sheeter
the sum of \$40.00, Forty Dollars damages, and \$3.75, Three and 3/4 Dollars cost -
Defendant appeared to Circuit Court -
Certification appeal from Justice Court.

To the Clerk of the Circuit Court of Limestone County -
I hereby certify that the foregoing is a full complete and exact transcript from my
Docket of the judgment and proceedings in the above cause and I herewith send to
the Circuit Court of Limestone all the original and other papers pertaining to the said
cause -
W.S. Williamson. Justice of the Peace
Filed June 12th 1907.
J. E. Clem. Clerk.

The State of Alabama, }
Limestone County. } Know all men by these presents that we J. A. Sheeter, E. Ruf
and George Gush are held and firmly bound unto Mrs. B. F. Motter
in the sum of Eighty Dollars for the payment of which well and

truly to be made we bind ourselves and each of us our and each of our heirs, executors and administrators jointly and severally. But upon condition that if the above bound T.A. Sheeter shall prosecute to effect an appeal by him taken this day to the next term of the Circuit Court of Limestone County, from a judgment rendered against him in favor of said Mrs. B.F. Matter by W.F. Williamson a Justice of the Peace for said County for the sum of Forty Dollars debt and \$3.85, dollars cost, or if he fail in said appeal shall pay such judgment both as to debt and cost as may be rendered against him by the said Circuit Court of Limestone County. Then in either of said events this obligation to be void otherwise to remain in full force and effect.

Given under our hands and seals this 3rd day of June 1907.

T.A. Sheeter L.S.

E. Ruf L.S.

Geo. Gust L.S.

Approved June 3rd 1907.

W.F. Williamson

Justice of the Peace

Filed June 12th 1907.

J.E. Glen Clerk.

Mrs. B.F. Matter
V.S.

T.A. Sheeter

1012.

Do Mrs. B.F. Matter Plaintiff in said cause.

You are hereby notified

That T.A. Sheeter, the Defendant in the above entitled cause, has prayed an appeal from my judgment therein, and having complied with the requirements of the law in such cases, the same has been granted to the next term of the Circuit Court of Limestone, to be held for Limestone County.

Given under my hand this the 3rd day of June 1907.

W.F. Williamson

A Justice of the Peace

Filed June 12th 1907.

J.E. Glen Clerk.

The State of Alabama) Be it remembered that unto the October term 1907,
 Limestone County) of the Circuit Court of Limestone County Alabama
 # 1013 - was returned a summons and complaint in words
 and figures following to wit;

The State of Alabama) Circuit Court
 Limestone County) To any Sheriff of the State of Alabama = Greeting
 You are hereby commanded to summon B. A. Lonnie, Taylor.
 to appear at the next term of the Circuit Court to be held for said County,
 at the usual place of holding the same then and there to answer the
 complaint of E. A. Richardson and James A. Shuttleworth, Partners
 trading and doing business under the firm name and style of
 E. A. Richardson and company -
 Witness this 29th day of June 1907.

J. E. Clem. Clerk.

Complaint

E. A. Richardson and James A. Shuttleworth, Partners,
 trading and doing business under the firm name
 and style of E. A. Richardson and company. } Plaintiffs.
 V. B.

B. A. Lonnie, Taylor

} Defendant.

The Plaintiffs claim of the Defendant the sum of One Hundred
 and Twenty Six Dollars due from him by account on to wit, the 1st
 day of January 1907 which sum of money with the interest thereon,
 is still unpaid. The said account is verified by affidavit.

The plaintiffs claim of the defendant the like sum of One Hundred and
 Twenty Six Dollars balance due for merchandise goods and chattels,
 sold by the Plaintiffs to the Defendant on to wit, the 31st day of July 1906.
 which sum of money, with the interest thereon from Jan. 1st, 1907 -
 is still unpaid.

The said account is verified by affidavit.

W. S. Sanders

Attorney for Plaintiffs

Filed June 29th 1907.

J. E. Clem. Clerk.

I have executed the within writ July 6th 1907. by leaving a
 copy of the within summons and complaint with
 B. A. Lonnie, Taylor Defendant.

Henderson Legg - Sheriff -

The State of Alabama } Be it remembered that unto the October term 1907.
Limestone County } of the Circuit Court of Limestone County Alabama
#1014 was returned an Attachment, Affidavit and Bond in
words and figures following to wit:

The State of Alabama } Before me, J.E. Clem, Clerk of the Circuit
Limestone County } Court for said County, personally appeared,
W.E. Estes, who being duly sworn, on oath saith that
W.E. Cannon is justly indebted to Lewis and Estes, a
firm composed of A.M. Lewis & W.E. Estes, in the sum of;
Seventy-Seven ⁵⁰/₁₀₀ Dollars, due Nov. 1st 1907 - after
allowing all just offsets and discounts, and that
the said W.E. Cannon is absconding, and this attachment
is not sued out for the purpose of vexing or harrassing
the said Defendant W.E. Cannon.

A.M. Lewis & W.E. Estes.
By W.E. Estes.

Subscribed and Sworn to before me this the
15th day of July 1907 -

J.E. Clem. Clerk Circuit Court.

The State of Alabama } Know all men by these presents.

Limestone County } That we A.M. Lewis & W.E. Estes of the county
of Limestone, and state aforesaid, are held and firmly
bound unto the said W.E. Cannon, in the sum of One Hundred
and Fifty-Five Dollars to be paid to the said W.E. Cannon his
heirs, executors, administrators or assignees, for which payment
well and truly to be made we bind ourselves and each of
us our and each of our heirs, executors, administrators,
jointly and severally, firmly by these presents.
Sealed with our seals and dated this the 15th day of July,
A.D. 1907.

The condition of the above obligation is such that whereas the
above bounden A.M. Lewis & W.E. Estes has on the day of the
hereof, prayed an attachment at the suit of A.M. Lewis and
W.E. Estes against W.E. Cannon, for the sum of Seventy-Seven
+ ⁵⁰/₁₀₀ Dollars and hath obtained the same returnable to
the next term of the Circuit Court of Limestone County to
be held for said County, on the Fifth Monday in September
A.D. 1907. Now if the said A.M. Lewis and W.E. Estes shall
prosecute said attachment with effect, and pay the said
Defendant all such damages as he may sustain by
the wrongful or vexatious suing out of said attachment,
then the above obligation to be void otherwise to remain in
full force and effect.

Signed Sealed and Delivered
the date above written -

A.M. Lewis
W.E. Estes

Seal
Seal

Approved this the 15th day of July A.D. 1907.

J.E. Clem
Clerk Circuit Court in and for said County
and State

Filed in the office of the Clerk of the Circuit Court, this 15th day of July, A.D. 1907.

J. E. Blem, Clerk,
James E. Horton Jr. Attorney for the Plaintiff

Be it remembered that unto the October term 1907 of the Circuit Court of Limestone County, Alabama was returned a summons and complaint in words and figures following, to wit:

Circuit Court.

The State of Alabama, To any Sheriff of the State of Alabama: Greeting:
Limestone County.) You are hereby commanded to summon William H. Hayes,
#1015\ to appear at the next term of the Circuit Court to be held for said county, at the usual place for holding the same, then and there to answer the complaint of Mrs. Geo. S. Houston.
Witness this 18th day of July, A.D. 1907.

J. E. Blem, Clerk,

Complaint

Mrs Geo. S. Houston Plaintiff) The Plaintiff claims of the Defendant one
V.S.) Hundred and Fifty Dollars due by promissory
William H. Hayes Defendant) Note made by him on January 5th, 1905, and payable on to wit: March the 1st, 1905.
Plaintiff further claims of the Defendant the sum of Twenty-Five Dollars due from him as a reasonable attorneys fee, as provided for in said note. And the Plaintiff avers that by terms of said note the maker thereof waived all of his rights of exemption under the constitution and laws of the State of Alabama.

Wm. M. Hundley,
Attorney for the Plaintiff.

Filed 18th July 1907.

J. E. Blem, Clerk,

I have executed the within writ by leaving a copy of the within summons and complaint with William H. Hayes Defendant, this July 30th, 1907.

Henderson Legg,
Sheriff.

By H. D. Lego,
Deputy Sheriff

Be it remembered that unto the October term 1907, of the Circuit Court of Limestone County, Alabama was returned a summons and complaint in words and figures following to wit:

The State of Alabama) Circuit Court, October Term 1907.
Limestone County) To any Sheriff of the State of Alabama: Greeting:
#1016

you are hereby commanded to summons William T. Roberts to appear at the next term of the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of Vanvaulkenburgh, Matthews Hardware Co. a corporation organized under the laws of the State of Alabama.

Witness my hand this 25th day of July 1907.

J. E. Clem Clerk,

Complaint

Vanvaulkenburgh, Matthews Hardware Co.
a corporation organized under the laws
of the State of Alabama.
V. S.

Plaintiffs

The Plaintiff claims
of the Defendant the
sum of Eighty Dollars
due by note made by
the Defendant, by the

William T. Roberts

Defendant

name of W. T. Roberts, on March 28th 1902 and payable to Vanvaulkenburgh & Matthews, on to wit, the first day of December, 1902 with interest thereon at the rate of 8% per annum from maturity. And the Plaintiff avers that said note is now the property of Plaintiff, the same having been sold and duly transferred by delivery by the said Vanvaulkenburgh and Matthews to the Plaintiff. And the Plaintiff claims of the Defendant the further sum of (\$16.00) attorney's fees, attorneys fees having been stipulated for in said note for the collection of the same, and the Plaintiff avers that (\$16.00) is a reasonable attorney's fee in the premises.

The Plaintiff avers that the Defendant waived in writing in said note all right of exemption under the laws of the State of Alabama.

H. E. Thach, Attorney for Plaintiff,

Filed July 25th 1907.

J. E. Clem Clerk

I have executed the within writ July 30th 1907, by leaving a copy of the within summons and complaint with W. T. Roberts Def^t.

Henderson Legg, Sheriff
By H. D. Legg, Deputy Sheriff.

The State of Alabama } Be it remembered that unto the October term 1907.
Limestone County } of the Circuit Court of Limestone County Alabama
#1017 } was returned a summons and complaint in words
and figures following to wit:

The State of Alabama } In the Circuit Court.
County of Limestone } To any Sheriff of the State of Alabama - Greeting
You are hereby commanded to summons the Louisville & Nashville Rail Road Company, a corporation to appear at the next term of the Circuit Court to be held for said county at the place of holding the same then and there to answer the complaint of Fred Gray and E. T. Gray, partners doing business under the firm name and style of Fred Gray & Co.

Witness my hand this 3rd day of September 1907.
J. E. Clem, Clerk,
Complainant.

Fred Gray and E. T. Gray, Partners
doing business under the firm
name and style of Fred Gray & Co., Plaintiffs,
#1017 U.S.
Louisville and Nashville Railroad Co.
Company a corporation, Defendant

The Plaintiff claims of the
Defendant the sum of
Two Hundred and Fifty
Dollars damages for that
whereas, on, to wit: the
18th day of February 1907 -

the Tennessee Chemical Co. delivered to the said Defendant at
Nashville in the state of Tennessee, one car load of fertilizers, to
be carried to Elkmont, Alabama, and there delivered to the firm of
F. Gray & Co. said firm being composed of Fred Gray and E. T. Gray,
partners doing business under the firm name and style of
Fred Gray & Co. Said car load of fertilizers was delivered to
and received by Defendant and carried by it to said Elkmont,
Alabama. The Defendant received said car load of fertilizer
as a common carrier to be delivered to Plaintiffs as aforesaid for
a reward. And Plaintiffs aver that said Defendant did not safely carry
and deliver said car load of fertilizer as it was its duty to do, but on the
contrary conducted itself so carelessly in and about the carrying and
transporting of said car load of fertilizer and delivering the same
and furnished so carelessly a car for such transportation that
said car load of fertilizer was damaged by water and a
number of the sacks in which same were packed were torn and
the contents scattered, injured and a large portion of the same
rendered worthless to these Plaintiffs, all to the damage of the
Plaintiffs in the aforesaid sum of Two Hundred and Fifty Dollars.
Hence this suit.

W. R. Walker, Attorney for Plaintiffs

Filed September, 3rd 1907.

J. E. Clem, Clerk,

Executed by handing a copy of the within Summons and Complainant
to M. Hamblen Station Agent of Defendant at Athens Ala. this Sep, 3rd 1907.

Henderson Legg,
Sheriff

The State of Alabama } Be it remembered that unto the October term, 1907, of the
Limestone County } Circuit Court of Limestone County, Alabama, was returned
a summons and complainant in words and figures following to wit:

The State of Alabama } Circuit Court,
Limestone County } To any Sheriff of the State of Alabama: Greeting;
You are hereby commanded to summon J. E. Gleason,
to appear at the next term of the Circuit Court to be held for said
county, at the usual place of holding the same, then and there
to answer the complainant of W. B. Russell, an individual

trading and doing business under the firm name and style of
 W.B. Russell & Company.
 Witness this 5th day, of September 1907.

J.E. Glem Clerk,

Complaint.

W.B. Russell an individual trading and
 doing business under the firm name
 and style of W.B. Russell & Company Plaintiff
 #1012 } V.S.
 J.E. Gleason Defendant

The Plaintiff claims of
 the Defendant the sum of Fifty-Five Dollars due by promissory
 note made by the defendant by the name of J.E. Gleason, on
 the 3rd day, of September 1906, and payable to the Plaintiff
 by the name of W.B. Russell and Co. on the 25th day of December 1906,
 with interest thereon from date, namely Sept. 3rd 1906.
 The Plaintiff claims of the Defendant the further sum of Ten Dollars as
 attorneys fee for the collection of said note, the Defendant having
 stipulated in writing to pay all attorneys fees incurred in collecting
 the same, and the Plaintiff avers that the sum of Ten Dollars is
 a reasonable attorneys fee in the premises.
 The Plaintiff avers that the Defendant in writing in and by said
 note waived all right to claim of exemptions under the
 Constitution and Laws of the State of Alabama, as against the
 collection of the debt evidenced by said note.

W.F. Sanders
 Atty. for Plaintiff

Filed Sept. 5th 1907.

J.E. Glem Clerk,

The State of Alabama } In Circuit Court.
Limestone County }
Be it remembered that unto the
Circuit Court of Limestone County Alabama
Was returned a ~~summons~~ complaint
in words and figures following to wit.

The State of Alabama } In The Circuit Court.
Limestone County }
To any Sheriff of The State of Alabama.
Greeting=

You are hereby commanded to summon
John R. Witt, W. Edward Estes and Alexander
M. Lewis to appear at the next term
of said court to be held for said County
at the place of holding same, there
and there to answer the complaint
of James Ed Welden.
Witness my hand this the 6th
day of September, 1907
J. Eldern Leher

Complaint
James Ed Welden Plaintiff
vs.
John R. Witt, W. Edward Estes
and Alexander M. Lewis Defendants

The plaintiff claims of the defendants
the sum of Two hundred and fifty dollars
for the breach of the conditions of a
bond made by the said defendants
John R. Witt, W. Edward Estes and Alexander
M. Lewis, under and by the names of
John R. Witt, W. Edward Estes and Alexander M. Lewis
respectively on the 10th day of March, 1903,
payable to the plaintiff under and by the
name of James E. Welden, in the sum
of Two hundred and fifty dollars, and
which said bond is in substantially the
following words

State of Alabama } "Circuit Court."
Limestone County } "Know all men by these presents that we, John R. Witt,
W. E. Estes and A. M. Lewis held and firmly bound unto
James E. Welden in the sum of Two Hundred and Fifty
Dollars, for which payment, well and truly to be

made, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents sealed with our seals and dated this 10th day of March, 1907.

The condition of the above obligation is such, that, whereas, the above bound John R. Witt has this day commenced his suit in the Circuit Court of Limestone County against the said James Ed. Welden for the recovery of the following property, to wit: One iron gray mare mule, 3 years old, named Kate, and having made affidavit that the property sued for belongs to him and entering into this bond has obtained an order requiring any Sheriff of the State aforesaid to take the said property sued for into his possession.

Now if the said John R. Witt shall fail in said suit and pay the defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise to remain in full force and effect.

John R. Witt

W. E. Estes

A. M. Lewis

L. S.

L. S.

L. S.

Approved this 10th day of March, 1903.

Geo. Malone, Clerk,

Filed this 10th day of March 1903.

Geo. Malone, Clerk,

And the plaintiff says the condition of the above said bond has been broken by the defendant in this:

First. - The said John R. Witt failed in the said suit and has not paid to this plaintiff his costs and damages sustained by the wrongful complaint.

Second. - That said complaint was wrongful.

Third. - That plaintiff has, because of such wrongful complaint, been forced to pay a large sum, to wit: One hundred and twenty-five dollars as attorneys fees to defend ~~at~~ the suit of detinue in the Circuit Court of Limestone County, Alabama, and in the Supreme Court of the State of Alabama.

Fourth. - That defendant has been deprived of the difference in the price of said mule and its value to wit: the sum of twelve dollars and fifty cents with the interest thereon from, to wit: January 15th, 1901.

Fifth. - That said John R. Witt has not paid to plaintiff the damages sustained by plaintiff for the wrongful complaint in said suit of detinue.

Sixth. - That plaintiff was forced to pay a large sum of money to care for his witnesses while attending upon the trial of said detinue suit, to wit: the sum of one hundred dollars.

All to the damage of this plaintiff in the aforesaid sum

of two hundred and fifty dollars.
 The damages above said sum of two hundred and fifty dollars,
 are hereby remitted. Hence this suit.

~~W. R. Walker Attorney for Plaintiff~~

2.

The plaintiff claims of the defendants the further and other
 sum of two hundred and fifty dollars for the breach of the ^{condition} contract
 of a bond made by said defendants under and by the names of
 Jno. R. Witt, W. E. Estes and A. M. Lewis, on, to wit: The 18th day of March,
 1903, payable to the plaintiff under the name of James E. Weelden,
 in the sum of two hundred and fifty dollars, with condition that if
 the principal obligator in said bond John R. Witt should fail in his
 suit in detinue in the Circuit Court of Limestone County, Alabama,
 against the said plaintiff herein, James E. Weelden, and if the said
 John R. Witt, plaintiff in detinue as aforesaid, should pay all
 such costs and damages as he, said James E. Weelden, should
 sustain by the wrongful complaint in said detinue suit
 aforesaid, then the obligation in said bond to be void,
 otherwise to remain in full force and effect.

And the plaintiff says that the condition of said bond has been
 broken in this:

First. - That said John R. Witt did fail in said detinue suit,
 judgment having been rendered in said detinue suit for this
 plaintiff the defendant in aforesaid ^{detinue} suit, and said
 John R. Witt has failed to pay the said James E. Weelden, plaintiff herein
 and defendant in said detinue suit, all the damages sustained by
 him, said Weelden, for the wrongful complaint in said detinue
 suit.

Second, That said complaint was wrongful that is, the
 complaint in aforesaid detinue suit, whereby plaintiff
 herein, defendant in said detinue suit, was compelled to
 employ counsel to defend said suit in the Circuit Court of
 Limestone County, Alabama and in the Supreme Court of said ^{and having fine} State
 at a cost of a large sum of money, to wit: One hundred
 dollars.

Third. - That because of such wrongful complaint in said
 detinue suit plaintiff herein, defendant in aforesaid detinue suit,
 was compelled to attend court for a long time, to wit:
 twenty-five days, to his damage in the sum of fifty dollars.

Fourth. - That plaintiff herein, defendant in aforesaid detinue
 suit, was because of such wrongful complaint, deprived of
 the use of his property, to wit: one iron gray mare mare, ~~mare~~
 three years old named Kate, for a long time, to wit:
 two and one-half years, to his damage in the sum of
 forty dollars.

In the Circuit Court of Limestone County, State of Alabama.

In the Matter of perpetuating the evidence of one Cyrus W. Crenshaw in the case of Geo. Malone et al as trustees etc. vs. Ida R. Lacroix, in said Court which is as follows to wit:

The State of Alabama.)

Limestone County } To any Sheriff of the State of Alabama. Greeting:-
 you are hereby commanded to notify Ida R. Lacroix that R. H. Richardson as one of the original Plaintiffs in a cause now pending on appeal in the Supreme Court of the State of Alabama from the Circuit Court of the County of Limestone, State of Alabama wherein said R. H. Richardson, Ernest Hine, Geo. Malone, J. J. Turrentine, A. M. Lewis, S. M. Hobbs and Theo. Westmoreland as Trustees of Athens Station of the Methodist Episcopal Church, South, are original Plaintiffs against Ida R. Lacroix, who is the original Defendant in said cause has filed with the undersigned Bessie Davis as Register in Chancery of the Fifth District composed of the County of Limestone, of the Northern Chancery Division of Alabama an application a copy of which is hereto attached and marked "Exhibit A" which was duly sworn to before me as such Register, stating that said R. H. Richardson is a party to the suit now pending in the Supreme Court of the State of Alabama on appeal from the Circuit Court of Limestone County, Alabama, in which suit said R. H. Richardson and Ernest Hine, Geo. Malone, J. J. Turrentine, A. M. Lewis, S. M. Hobbs and Theo. Westmoreland as Trustees of Athens Station of the Methodist Episcopal Church, South, are original Plaintiffs and Ida R. Lacroix is the original Defendant, and asking that an order be granted to take the testimony of Cyrus W. Crenshaw as a witness who resides at Athens, Alabama and whose testimony is alleged to be necessary to the prosecution or defense of said cause.

These are, therefore, to notify the said Ida R. Lacroix that an order has been made granting said application, and that the 3rd day of September, 1907, has been set as a day to take said testimony, and the office of the Register in Chancery in the Town of Athens, Limestone County, Alabama, as the place to take such testimony, at which time and place she the said Ida R. Lacroix, can attend and take part in such examination of said witness, if she sees proper to do so.

Given under my hand this, the 12th day of August, 1907.

Bessie Davis
 as Register in Chancery.

The State of Alabama, } "Exhibit A"
 County of Limestone, } To Miss Bessie Davis, Register in Chancery
 for the Fifth District, Northern Chancery Division of the
 State of Alabama:

Comes R. H. Richardson as trustee of Athens Station
 of the Methodist Episcopal Church South, and respectfully
 represents unto your Honor as follows to wit:

1. - That he is one of the trustees of Athens Station of the
 Methodist Episcopal Church South; that he and Ernest
 Hine, Geo. Malone, J. J. Turrentine, A. M. Lewis, T. M. Hobbs
 and Theo. Westmoreland were duly and legally
 appointed as such trustees; that there is now
 pending on appeal from the Circuit Court of
 Limestone County, Alabama a cause in which
 affiant and Ernest Hine, Geo. Malone, J. J. Turrentine,
 A. M. Lewis, T. M. Hobbs and Theo. Westmoreland as
 trustees of the Athens Station of the Methodist
 Episcopal Church South, are original Plaintiffs
 and Ida R. Lacroix is original Defendant and the
 adverse party in said cause; that the appeal in
 said cause was taken by the Defendant, said
 Ida R. Lacroix.

2. - That Cyrus W. Brenshaw, who resides at Athens Limestone
 County, Alabama will be, if a reversal of said cause should be
 had in the Supreme Court and another trial thereof be had
 of the issues involved, a witness for the Plaintiffs in said
 cause, that is, for affiant and Ernest Hine, Geo. Malone,
 J. J. Turrentine, A. M. Lewis, T. M. Hobbs and Theo. Westmoreland
 as trustees aforesaid; that the testimony of the said
 Cyrus W. Brenshaw is necessary to the prosecution of
 the said suit or cause, that the facts expected to be
 proved by said witness, Cyrus W. Brenshaw, are in substance
 as follows:

That he knows the property in dispute; that there was
 formerly south of the church building a strip of land
 about sixteen (16) feet in width when closed; that
 Chas. W. Raisler, the father of said Ida R. Lacroix, request-
 ed witness to call upon witness' brother P. F. Brenshaw,
 now deceased, and ascertain if he would or endeavor
 to prevail upon the said P. F. Brenshaw to obtain
 permission from the church authorities authorizing
 the said Raisler to fence said enclosure or to join
 his fence to the church building; that if said church author-
 ities would grant him such permission he said Raisler
 would beautify and adorn the said place and prevent
 the same from becoming a nuisance, unsightly or a
 hog wallow and take care of it for the church.

that in accordance with said request said witness called upon his brother and laid before him the request of said Raiser. That said Raiser subsequently told said witness that the Church authorities had consented and permitted him to enclose the said vacant place south of the Church building. That said witness was further informed by said Raiser that in accordance with said permission he was going to enclose said vacant place, and did enclose it.

3. - That Ida R. Lacroix, who is a resident of Athens, Limestone County, Alabama, and who is over the age of 21 years, is an adverse party in said suit.

Petitioner, therefore, prays an order allowing the examination of said witness, Cyrus W. Greshaw at such time and place as your Honor may direct, and upon such notice as is prescribed by law in such case made and provided.

R. H. Richardson, a trustee of
Athens Station of the Methodist Episcopal
Church, South.

The State of Alabama, }
County of Limestone. } Before me Bessie Davis as Register in Chancery for the
Fifth District, Northern Chancery Division of the State of Alabama,
personally appeared this day R. H. Richardson a trustee of Athens
Station of the Methodist Episcopal Church South, and being first duly
sworn deposes and says that the facts set forth in the foregoing
petition are true and that he signed said petition.

R. H. Richardson a trustee of the
Athens Station of the Methodist Episcopal
Church South.

Sworn to and subscribed before me this 12th day of August, 1907.

Bessie Davis
as Register

Filed September 9th 1907.

J. E. Chem, Clerk.

Executed by handing the Defendant Mrs. Ida R. Lacroix, a copy
of the within on the 12th day of August, 1907.

Henderson Legg, Sheriff.
By H. D. Legg Deputy Sheriff

The State of Alabama }
County of Limestone } To Miss Bessie Davis Register in Chancery
Division of the State of Alabama; } for the Fifth District, North Chancery
comes R. H. Richardson a trustee of Athens
Station of the Methodist Episcopal Church South,
and respectfully represents unto your Honor
as follows to wit:

1. - That he is one of the trustees of Athens Station
of the Methodist Episcopal Church, South; that he

and Ernest Hine, Geo Malone, J. J. Turrentine, A. M. Lewis, F. M. Hobbs and Theo Westmoreland were duly and legally appointed as such trustees. That there is now pending on appeal from the Circuit Court of Limestone County Alabama, a cause in which said Ernest Hine, Geo Malone, J. J. Turrentine, A. M. Lewis, F. M. Hobbs and Theo Westmoreland as trustees of the Athens Station of the Methodist Episcopal Church South are original Plaintiffs and Ida R. Lacroix is original Defendant and the adverse party in said cause that the appeal in said cause was taken by the Defendant said Ida R. Lacroix.

2. - That Cyrus W. Greshaw who resides at Athens Limestone County Alabama will be if a reversal of said cause should be had in the Supreme Court and another trial thereof be had of the issues involved a witness for the Plaintiffs in said cause that is for said Ernest Hine, Geo. Malone, J. Turrentine, A. M. Lewis, F. M. Hobbs and Theo Westmoreland as trustees aforesaid, that the testimony of the said Cyrus W. Greshaw is necessary to the prosecution of the said suit or cause that the facts expected to be proved by said witness Cyrus W. Greshaw are in substance as follows:

That he knows the property in dispute, that there was formerly south of the Church building a strip of land about sixteen (16) feet in width and enclosed, that Chas. W. Raiser the father of said Ida R. Lacroix, requested witness to call upon witness' brother P. F. Greshaw now deceased and ascertain if he would or endeavor to prevail upon the said P. F. Greshaw to obtain permission from the Church authorities authorizing the said Raiser to fence said enclosure or to join his fence to the Church building. That if said Church authorities would grant him such permission he, said Raiser, would beautify and adorn the said place, and prevent the same from becoming a nuisance unsightly, or a hog wallow and take care of it for the Church, that in accordance with said request of said witness called upon his brother and laid before him the request of said Raiser that said Raiser subsequently told said witness that the Church authorities had consented and permitted him to enclose the said vacant place south of the Church building. That said witness was further informed by said Raiser that in accordance with said permission he was going to enclose said vacant space, and did enclose it.

3. - That Ida R. Lacroix, who is a resident of Athens, Limestone County, Alabama, and who is over the age of 21 years, is an adverse party in said suit. Petitioner, therefore, prays an order allowing the examination of said witness, Cyrus W. Brenshaw, at such time and place as your Honor may direct, and upon such notice as is prescribed by law in such case made and provided.

R.H. Richardson, as trustee of
Athens Station of the Methodist Episcopal
Church, South.

The State of Alabama,
County of Limestone.

Before me, Bessie Davis as Register in Chancery for the Fifth District, Northern Chancery Division of the State of Alabama, personally appeared, this day, R.H. Richardson as trustee of Athens Station of the Methodist Episcopal Church, South, and being first duly sworn, depose and say that the facts set forth in the foregoing petition are true and that he signed said petition.

R.H. Richardson, as trustee of the Athens Station of the
Methodist Episcopal Church, South.

Sworn to and subscribed before me this 12th day of August, 1907.

Bessie Davis
as Register

The State of Alabama,
County of Limestone.

In Chancery, Fifth District, Northern Chancery Division of Alabama. Ex parte R.H. Richardson as trustee of the Athens Station of the Methodist Episcopal Church, South.

Before the Register of said Fifth District.

Comes R.H. Richardson as trustee of the Athens Station of the Methodist Episcopal Church, South, and files with the said Register his affidavit and application in writing and under oath praying an order allowing him to examine Cyrus W. Brenshaw for the purpose of perpetuating the testimony of said Cyrus W. Brenshaw as a witness, and the same having been considered by the Register, it is ordered and adjudged by the Register that said R.H. Richardson as trustee of the Athens Station of the Methodist Episcopal Church, South, be, and is hereby, allowed to examine said witness at the office of the Register at Athens in Limestone County, Alabama on the 5th day of September, 1907.

And it further appearing that Ida R. Lacroix is the original Defendant to the action at law and is the adverse party in said action now pending in the Supreme Court of the State of Alabama on appeal from the Circuit Court of Limestone County, Alabama, and that she resides in the town of Athens, Limestone County, Alabama, it is, therefore, further ordered that a copy of the application, affidavit and notice of the time and place of the examination be given said Ida R. Lacroix at least ten (10) days before such

examination.

Given under my hand this 12th day of August 1907.
Bessie Davis - as Register.

The State of Alabama.

Linestone County.

} Ex parte R. H. Richardson, et al., as trustees. 187

The 5th day of September, 1907, was heretofore set as the day for the taking of the testimony of Cyrus W. Crenshaw for the perpetuation thereof, according to the provisions of Art. 4 of Code of Alabama, 1896. Upon that day came the parties by their attorneys, namely, R. H. Richardson, et al., as trustees, by W. R. Walker and Mrs. Ida R. Lacroix by W. S. Sanders, and consented in open court that the taking of the testimony of said witness be continued until this the 9th day of September, 1907, without further notice.

And now the said parties being present by their attorneys, and the said witness Cyrus W. Crenshaw, being also present, and having first been duly sworn, the said parties proceed to the examination of said witness as follows:

Examination of W. R. Walker for R. H. Richardson et al. as trustee

Q. - What is your name? A. - Cyrus W. Crenshaw.

Q. - How old are you? A. - Let me see, I was born in 1836, - about 71 years old.

Q. - Are you acquainted with the parties to this suit, R. H. Richardson, J. J. Turrentine, A. M. Lewis, T. M. Hobbs, Ernest Hine, Geo. Malone and Theo. Westmoreland and Mrs. Ida R. Lacroix?

A. - I am acquainted with all of them.

Q. - How long have you lived in or near Athens, Ala.?

A. - Seventy-one years.

Q. - Were you acquainted with Charles W. Raiser, now deceased?

A. - Yes. Q. - He was the father of Mrs. Ida R. Lacroix? A. - Yes.

Q. - Were you acquainted with the situation and condition of the Methodist Church property in the town of Athens prior to the erection by Capt. Raiser of the present brick building occupied by Mrs. Ida R. Lacroix? A. - Yes.

Q. - Was there or not, south of the Methodist Church building an open space, and at the south side of the open space a fence prior to the erection of this brick building mentioned?

A. - Yes. Q. - About what width was that open space?

A. - It was about fifteen feet I think, sixteen probably.

Q. - Was there an open space similar on the east side of the Church building? A. - Yes, there was one there about thirty or forty feet I think.

The defendant objects to that portion regarding the open space at the east of the building on the ground that the notice of the taking of the testimony purported to set forth upon what points the witness would be examined, and no

mention was made of any space to the east of the building.
 Q, - Do you know about the time that a fence was joined on the south side of the church building?

A, - Yes, I recollect about the time, but I could not tell just when it was.

Q, - Do you know who joined it, or at whose instance the fence was joined to the said church building?

A, - Capt. Raisler joined it.

Q, - Did you ever have any conversation with Capt. Raisler in his lifetime relative to that matter? A, - Yes.

Q, - State just what conversation you had with Capt. Raisler along that line?

A, - The nearest that I recollect, he asked me one day to see brother Peter, that is P. F. Breushaw, and Mr. Billy Bain, and see if they would have any objections to his running a fence there, and putting in a nice flower garden, and making it look better from the windows of the church, than to have a horse rack out there. I went to both of them, and talked with them, and they said they could not see any objection.

I told Capt. Raisler, and he then saw them and made the arrangement.

Q, - Did he after that conversation you had with him, when you reported what Mr. P. F. Breushaw, and Mr. Bain had said, join his fence to the church wall on the south side? A, - Yes.

Q, - Did he ever say anything to you as to what those gentlemen said when he called on them.

A, - No, I do not recollect that he ever said anything about that.

Q, - What did he say about joining to the church wall after the fence had been joined?

A, - I do not know that I had any further conversation with him at all.

Q, - Was that before or after this brick house of his mentioned was completed? A, - It was afterwards.

Q, - How long have you known this church building, and church property?

A, - I have known it since I was six years old and every change that has ever been made in it, and everything about it.

Q, - On the south side of the church, the fifteen or sixteen feet mentioned by you, was never enclosed until Capt. Raisler enclosed it?

A, - I do not think there was ever a fence, there was a horse rack there, and the boys used to run around and make a noise. I think it was open all around until Capt. Raisler enclosed it, and horses stood on each side of the rack.

Q, - And Capt. Raisler enclosed it after you called on those gentlemen mentioned, and you reported their decision to him?

A, - Yes.

Cross Examination by W. S. Sanders, Attorney for Mrs. Ida R. Lacroix.

Q, - When, Mr. Brenshaw did Capt. Raister build the brick residence in which Mrs. Ida R. Lacroix now lives?

A, - I do not recollect the year - I know the time -

Q, - Do you know about the ~~time~~ year? A, - No.

Q, - Is it not a fact that it was about the year 1871 or 1872, as shown by the date on the steps?

A, - I never noticed even the date on the step, but I think it was all put there about the same time.

Q, - According to your own recollection, what would you say was the date of the construction of that house?

A, - I could not hardly tell, - I do not know just when it was.

Q, - About how long after the Civil War, after the Surrender, was this house constructed?

A, - It was not very long afterward, but I cannot tell just the time.

Q, - Was it before or after the construction of this house that the open space to which you have referred existed south of the Church? A, - Before and a while afterwards.

Q, - About how long would you say this open space remained there after the construction of the house?

A, - I do not think I could get at that exactly, I expect as much as four or five years.

Q, - Why do you state Mr. Brenshaw that this open space was sixteen feet?

A, - That was my recollection, - I have been in there so much.

Q, - Do you state that from your recollection of the space as you actually recall it, or from the discussions that you have heard that sixteen feet were involved?

A, - I state it from my own recollection -

Q, - Your recollection was that the space was sixteen rather than fourteen feet?

A, - I would say about fifteen feet.

Q, - State again about the time of this conversation between you and Capt. Raister, in which he requested you to speak to your brother, Mr. P. F. Brenshaw and Mr. Bain regarding that open space? A, - I cannot give the date anything like correct.

Q, - Was that about the time of the completion of his brick house?

A, - It was sometime afterward, he already had his little flower garden, and wanted to extend it up to the Church wall.

Q, - About how long afterwards?

A, - I could not tell exactly. It may have been two or three years, it might have been more or less.

Q, - I believe you stated in answer to Mr. Walker that after this conversation between you and Capt. Raister, in which he requested you to see your brother and Mr. Bain, that you never had any further conversation with him?

A, - No.

Q. - You were not present when he made any arrangement with Mr. Chenshaw and Mr. Cain, if he did make any?

A. - No.

Q. - You do not know what arrangements, if any, they made?

A. - No.

Q. - You do not in fact know then the terms under which Capt. Raisler joined his fence to the Church wall?

A. - No, I do not know the terms.

Q. - Do you remember Dr. Ben W. Maclin? A. - Yes, very well.

Q. - Do you remember when he died?

A. - No I do not recollect just when he died.

Q. - I will ask you if this conversation between Capt. Raisler and yourself, in which he requested you to see your brother in regard to joining the fence to the Church wall, occurred before or after the death of Dr. Maclin.

A. - Afterwards, because I had moved to Athens then, and I had not moved here when Dr. Maclin died.

Q. - Is it not a fact that since Capt. Raisler did join the fence to the Church wall, that this property has been within his enclosure since that time, and that he and members of his family have cultivated it, adorned it, and beautified it? A. - Yes ever since.

Q. - Do you know anything about the digging of a flower pit by Capt. Raisler on that space, or a part of that space, about which you speak? A. - No.

Q. - Do you recollect a large Magnolia tree in the northwest corner of his yard on a portion of this space?

A. - I recollect that tree.

Q. - Who planted that tree there?

A. - I expect Capt. Raisler did, I never did know.

Re-direct Examination by Mr. Walker.

Q. - When Capt. Raisler requested to see your brother and Mr. Cain, what did he say, if anything, about holding or caring for this property for the Church?

A. - Well, he just said that if they would let him put in the garden, it would make it look nice, and he would give it up whenever they wanted it. Turn it over to them.

Q. - When you say that you had no further conversation with Capt. Raisler do you mean that you did not report to him what your brother and Mr. Cain said?

A. - I told him what they said, but had no conversation with him after that.

Q. - You told your brother and Mr. Cain just what Capt. Raisler had said to you? A. - Yes.

Re-cross examination, by Mr. W. J. Sanders.

Q. - After you reported to Capt. Raisler the result of your conversation with your brother and Mr. Cain, he saw them for himself, and made his own arrangement, did he not?

A. - Yes.

Q. And you do not know what those arrangements were?
A. No.

Cyrus W. Greshaw.

The State of Alabama,
Limestone County.

I hereby certify that on this the 9th day of September, A.D. 1907, being the day to which was regularly continued the examination of Mr. Cyrus W. Greshaw in the above mentioned cause, personally came before me the said Cyrus W. Greshaw, and after first being duly sworn according to law, deposed and testified as herein above shown, the parties to the above mentioned proceeding being duly represented by counsel, namely W. R. Walker for R. H. Richardson et al. as trustees, and W. S. Sanders for Mrs. Ida R. Lacroix.

As witness my hand, this the 9th day of September, A.D. 1907.

Bessie Davis

Filed Aug 12th 1907

Bessie Davis

Register in Chancery for Limestone County,
Alabama.

Register.

Filed Sept. 9th 1907

J. E. Clem, Clerk Circuit Court,

State of Alabama } In Circuit Court
Limestone County } ~~Be it remembered that~~

~~on~~ The Oct. term 1907,
of the circuit court in and for said
state and county was returned a
Writ of attachment Affidavit & Bond re-
in words and figures following to wit:

The State of Alabama }
Limestone County }

1020

Before me J. E. Clem, clerk of the
Circuit Court personally appeared F. H. Engelbert
as agent for F. R. Engelbert who being duly sworn deposes
and swears that the property sued for in the complaint of
F. R. Engelbert to wit: one yellowish cow and her calf;
one white cow with black spots and her calf; and one
brown and pided cow and her calf, belong to F. R.
Engelbert.

F. H. Engelbert
Sworn to and subscribed before me, this 7th day of
Sept. 1907.
J. E. Clem
Clerk of the Circuit Court.

The State of Alabama }
Limestone County }

Know all men by these presents that we
F. R. Engelbert, Wm Vanzile and F. H. Engelbert
are held and firmly bound unto Bland Brown his heirs
executors and administrators in the sum of Eighty five Dollars
for the payment of which we jointly and severally bind ourselves,
our heirs executors and administrators firmly by these
presents. Sealed with our seals and Dated the 7th day of Sept.
1907.

The condition of the above obligation is such that whereas the
above bounden F. R. Engelbert has on the 7th day of Sept. 1907,
sued out from the office of the clerk of the Circuit Court of
Limestone County, Alabama a writ of detinue returnable to
the October term 1907 of said Court against the said Bland Brown
for the recovery of the following described property to wit:

one yellowish cow and her calf; one white cow with black spots
and her calf and one brown pided cow and her calf.

Now if the said F. R. Engelbert shall fail in said suit and shall
pay to the said Bland Brown the Defendant in said writ;
all such costs and Damages as he may sustain by the wrongful
suing out thereof, then this obligation to be void, otherwise to remain in
full force and effect.

Taken and approved this F. H. Engelbert
Sept. 7th 1907. F. R. Engelbert
J. E. Clem clerk Wm Vanzile
Filed Sept. 7th 1907
J. E. Clem clerk

28
28
28

The State of Alabama, } In the Circuit Court.
 County of Limestone. }
 F. R. Engelbert Plaintiff
 #1020 V. B.

Bland Brown Defendant } Comes the Defendant by his attorney
 specially for this motion and moves the Court to require
 the Plaintiff to elect as to which suit he will continue against
 the said Defendant, for that Defendant avers that this action
 is for property alleged to have been within the terms of a
 certain mortgage executed by this Defendant and
 Dollie F. Brown to the said Plaintiff and there is now
 pending in this Honorable Court an action for the
 alleged balance due upon said mortgage against
 this Defendant and co. mortgagor, said Dollie F. Brown.
 Wherefore this Defendant avers that there are two
 actions now pending against this Defendant upon
 the same cause of action and that the said cause of
 action is split, in that this action is against this
 Defendant alone and the other action is against
 this Defendant and Dollie F. Brown.

Filed Sept. 30th 1907.

J. E. Clem. Clerk.

State of Alabama } In Circuit Court.
 Limestone County } Be it Remembered that unto the Oct. Term 1907
 of the Circuit Court in and for said State
 and county was returned a summons and complaint in
 #1021 words and figures following to wit:
 Circuit Court.

The State of Alabama, }
 Limestone County. } To any Sheriff of the State of Alabama: Greeting
 You are hereby commanded to summon Dollie F. Brown and
 Bland Brown to appear at the next term of the Circuit Court
 to be held for said county, at the usual place of holding the
 same, then and there to answer the complaint of F. R. Engelbert
 Witness this 9th day of September 1907
 J. E. Clem Clerk

Complaint
 F. R. Engelbert, Plaintiff }
 Dollie F. Brown and } 1. The Plaintiff claims of the
 Bland Brown, Defendants } Defendants the sum of Seven-
 ty One dollars with interest
 thereon from May 25th 1907,
 being the amount due by a certain note and

Mortgage executed by the Defendants, on the 12th day of November, 1903, for the sum of two hundred and seventy-five dollars, and payable on the 15th day of October, 1904. The Plaintiff avers that the said note and mortgage provided for all attorney's fees incurred for collecting the same, and claims the further sum of twenty-five dollars as attorney's fees for collecting same.

Plaintiff further avers that the Defendants waived in writing all right to claim of exemption under the constitution and laws of the state of Alabama, as to said debt.

2. The Plaintiff claims of the Defendants the sum of seventy-one dollars, with interest thereon from May, 25th 1907, being the amount due by a promissory note made by them on the 12th day of November 1903, for the sum of two hundred and seventy-five dollars, and payable on the 15th day of October, 1904.

Plaintiff further avers that the Defendants waived in writing all right to claim of exemption under the Constitution and laws of the state of Alabama, as to the debt of which said note is evidence.

3. The Plaintiff claims of the Defendants two hundred and seventy-five dollars, due by a certain note and mortgage executed by them on the 12th day of November, 1903 and payable on the 15th day of October, 1904, with interest thereon.

The Plaintiff avers that the said note and mortgage provided for all attorney's fees incurred for collecting the same, and claims the further sum of twenty-five dollars as attorney's fees for collecting same.

Plaintiff further avers that the Defendants waived in writing all right to claim of exemption under the constitution and laws of the state of Alabama, as to the debt evidenced by said instrument.

4. The Plaintiff claims of the Defendants two hundred and seventy-five dollars, due by promissory note made by them on the 12th day of November 1903, and payable on the 15th day of October, 1904, with interest thereon.

And the Plaintiff avers that the Defendants waived in writing all right to claim of exemption under the constitution and laws of the state of Alabama, as to the debt of which said note is evidence.

James E. Horton Jr.
attorney for Plaintiff

Filed this 9th day of September, 1907,

J. E. Glenn
Clerk.

State of Alabama } In the Circuit Court.
County of Limestone. }

#1021 J. R. Englebert Plaintiff
V. S.

Dollie F. Brown and Bland Brown, Defendants } Comes the Defendants by their attorney, specially for this motion and each Defendant moves the court to require the Plaintiff to elect as to which suit he will continue against the said Defendant Bland Brown, for that Defendants aver that this action is based upon an alleged balance due upon a mortgage and note alleged to have been executed by these Defendants in favor of said Plaintiff and there is now pending in this Honorable Court an action of detinue for the recovery of property alleged to have been embraced with the terms of said mortgage. Wherefore these Defendants and each of them aver that there are two actions now pending against the Defendant Bland Brown, upon the same cause of action and that the said cause of action is split in that, this action is against these Defendants jointly, and the other action is against the Defendant, Bland Brown, alone.

Filed Sept. 30th 1907.

J. E. Blem. Clerk

This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf from an old book. The paper has a slightly textured appearance with some minor discoloration and faint creases. A small, dark, irregular stain is visible near the bottom center of the page. The page is framed by dark borders on the left and right sides, which appear to be the edges of the book's binding or the scanner's frame. The overall tone is warm and slightly yellowed, characteristic of old paper.

The State of Alabama }
Limestone County. }

Be it remembered that unto the October term 1907 of the Circuit Court in and for said State and County was returned a summons and complaint appeal bond etc. in words and figures following to wit:

The State of Alabama, }
Limestone County } J. P. Court

#1023.

To any Sheriff of the State of Alabama - Greeting;
You are hereby commanded to summon Mollie Pugh to appear at my office at 10 O'clock A.M. Wednesday 27th March, 1907, to answer the complaint of Surrency Farrer. Witness my hand this 23rd day of March, 1907,

J. J. Turrentine J. P.

Complaint
Surrency Farrer Plaintiff)
V8

Mollie Pugh Defendant) The Plaintiff claims of the Defendant the following personal property viz: 1 Red and white spotted steer named Buck and one red steer molley gray, gray spot in forehead named Bright and the yoke used with said steers.

H. C. Phach
att. for Plff.

Filed March 23rd 1907.

J. J. Turrentine J. P.

Filed Sept 20th 1907.

J. E. Glen, Clerk C. C.

State of Alabama }
Limestone County } To any lawful officer of the State of Alabama,
#1023- You are hereby commanded to notify Surrency Farrer that Mollie Pugh has this day prayed an

appeal from a judgment rendered by me, as Justice of the Peace in and for said county on the 29th day of March, 1907 in his favor and against said Mollie Pugh for the recovery of certain cattle to wit: two steers and a yoke to the next term of the Circuit Court to be held in Athens State of Alabama.

Given under my hand this 3rd day of April 1907,

John J. Turrentine
Justice of the Peace

Executed by delivering a copy of within notice to Surrency Farrer this 8th day of April 1907.

J. J. Harlow.

Filed Sept 20th 1907.

C. L. C.

J. E. Glen

Clerk C. C.

Be it remembered that unto the October Term 1907, of the Circuit Court of Limestone County Alabama, was returned a Transcript Appeal Bond Garnishment, Etc. In words and figures following to wit:

State of Alabama, } In J. P. Court Book No 1
Limestone County, } Flood & Conklin Co. Plaintiffs
1024 J. A. Brown Defendant
Bettie Brown Garnishee

1907
May 18th - Comes the parties by attorney and it appearing to the satisfaction of the Court from the evidence on a of the answer of the Garnishee that she is indebted to the Defendant in the sum of Forty & 40/100 Dollars and it also appearing to the satisfaction of the Court that on the 23rd of April A.D. 1907 The Plaintiff recovered of the Defendant J. A. Brown a Judgment for the sum of Thirty-five & 10/100 Dollars and Two & 50/100 Cents. It is therefore considered and adjudged by the Court that the Plaintiff have and recover of the Garnishee the sum of (\$35.50) Together with, 25.00, cost of original suit and also costs of this proceeding -
Given under my hand this May 18th 1907 - J. J. Turrentine J.P.

J. P. Book.

(Docketing case 10, Summoning Garnishee and taking answers, 50
2 20
30

State of Alabama } To the Clerk of the Circuit Court -
Limestone County } I hereby certify that the foregoing is a full complete and exact Transcript from my Docket of the judgment in the above cause and I herewith send to the Circuit Court of Limestone County Alabama all the original and other papers

Given under my hand this Sept 20th A.D. 1907 - J. J. Turrentine J.P.

Notice of Appeal in this case acknowledged - Sept 20th 1907.

Filed Sept 20th 1907 -

J. E. Clem. Clerk -

H. E. Thuch
Attorney for Flood & Conklin Co.

The State of Alabama } Before me J. J. Turrentine a Justice of the Peace
Limestone County, } in and for said County, personally appeared
H. E. Thuch, attorney for Flood & Conklin Co. who, being duly sworn doth depose and say that the said Flood & Conklin Co. on the 23rd day of April 1907.

Recovered a judgment against said J. A. Brown before J. J. Turrentine, a Justice of the Peace in and for said county and state, for the sum of Thirty-five + $\frac{4}{100}$ Dollars and further sum of \$2.40 costs of suit. and that Bettie Brown is supposed to be indebted to the said Defendant or to have effects of the said Defendant in her possession or under her control and that he believe that process of garnishment against the said Bettie Brown is necessary to obtain satisfaction of said judgment.

H. C. Throck

Sworn to and subscribed before me, this 9th day of April 1907 -
Filed Sept. 20th 1907 J. J. Turrentine J.P.

J. E. Clem. Clerk

Murfreesboro, Tenn. April 19th 1907.

Mr. J. A. Brown, Athens, Ala.

Dear Sir:- Your letter of the 17th asking me to furnish you a statement of the amount collected for your wife from J. T. Todd and E. H. Todd was received this morning.

I find that I collected from E. H. Todd \$632.20 and my recollection is that about the same amount, possibly a little more, was collected from J. T. Todd but I am not able just now to find in the collection Docket a note of the collection from J. T. Todd.

If I can serve you further I shall be glad to do so.

Filed Sept. 20th 1907 -

Yours Truly -

J. E. Clem. Clerk (cler.) Horace E. Palmer

The State of Alabama,
Limestone County.

To any Constable of said County:

Whereas, Flood Conkling Esq. at my office in the town of Athens, Alabama on the 23rd day of April 1907, recovered a judgment before me J. J. Turrentine, Justice of the Peace, for said county and state against J. A. Brown for the sum of Thirty-five + $\frac{4}{100}$ Dollars, and the further sum of Two + $\frac{4}{100}$ Dollars cost of said suit, and has made affidavit that he believes process of garnishment is necessary to obtain satisfaction of said judgment, and that Bettie Brown is supposed to be indebted to said Defendant or to have effects of said Defendant in her hands or under her control:

Now therefore you are hereby commanded to summon Bettie Brown, to be and appear before me at my office in Athens, Alabama, at 10 o'clock A.M. Tuesday May 14th 1907 then and there to answer on oath in what amount, if any, she was indebted to the said J. A. Brown at the time of the service of this writ on garnishment or at the time of making her answer thereto and whether she will not be indebted in future.

to him by a contract then existing and wheather she has not in her possession or under her control personal or Real property or things in action belonging to said Defendant J. A. Brown.

Witness my hand this May 9th 1907.

J. J. Turrentine
Justice of the Peace

Executed by Reading the within summons to Bettie Brown this May 9th 1907 -

F. J. Harlow - Constable

I also notified the Defendant J. A. Brown of this proceeding - This May 9th 1907 -

Filed Sept. 20th 1907

F. J. Harlow

J. E. Clem - Clerk - Constable

The State of Alabama }
Limestone County.

Justice Court of J. J. Turrentine.

Flood & Conklin Co. Plaintiffs

#1024 V.S.

J. A. Brown Defendant.

Bettie Brown Garnishee.

And now on this day comes Bettie Brown Garnishee in the above stated cause and for answer to the writ of Garnishment served upon her on the 9th day of May, 1907, upon oath, says that she was not indebted to the above named Defendant at the time of the service of the Garnishment in the above stated cause, or at the time of making her answer hereto, and that she will not be indebted in future to said Defendant by a contract then existing or at the time of this summons, and that she has not in her possession or under her control personal or Real property, or things in action, belonging to the said J. A. Brown.

And garnishee having fully answered, prays to be discharged with her reasonable costs in this behalf expended.

Bettie Brown

Subscribed and Sworn to before me this day of May, 1907

J. J. Turrentine
Justice of the Peace.

Filed Sept. 20th 1907.

J. E. Clem - Clerk.

The State of Alabama }
Limestone County.

Justice of the Peace Court.

J. J. Turrentine.

Flood & Conklin Co. Plaintiffs
V.S.

J. A. Brown Defendant.

Bettie Brown Garnishee.

Comes the Plaintiff by its attorney H. C. Thach and controverts the answer of the garnishee in this cause, and upon oath the said H. C. Thach says

That he is the attorney of the Plaintiff and that he believes the answer of the said garnishee in this cause is untrue.

H. C. Thach

Sworn to and subscribed before me this 14th day of May, 1907.

Jno. J. Turrentine

Justice of the Peace

Filed Sept 20th 1907.

J. E. Clem. Clerk. c.c.

The State of Alabama, } In the Justice of the Peace Court,
Linestown County. } J. J. Turrentine.

Flood & Conklin Co. Plaintiffs
V. B.

J. A. Brown

Defendant

Bettie Brown

Garnishee

Comes the Plaintiff by its attorney H. C. Thach and says that the answer of the garnishee is untrue in this: that the Defendant was not indebted to the garnishee at the time of the making of the bill of sale made a part of garnishee's answer in the sum of \$850⁰⁰, nor was said Defendant indebted to the garnishee at the time of the service of the writ in this cause in said sum nor at the time of the making of the answer in said cause; that the garnishee is due the Defendant all or a part of the consideration expressed in said bill of sale to wit \$850⁰⁰. as purchase money for the said items expressed in said bill of sale. That at the time of the making of said bill of sale the said Defendant was not indebted to the said garnishee in the said sum of \$850⁰⁰. That the said garnishee is indebted to the Defendant or has money or things in action or personal property in her hands or under her control belonging to the Defendant or will be indebted to said Defendant under a contract now existing.

H. C. Thach

Atty. for Contestant.

Filed Sept 20th 1907.

J. E. Clem. Clerk.

Be it remembered that unto the October term¹⁹⁰⁷ of the Circuit Court of Limestone County, Alabama was returned a summons and complaint in words and figures following to wit:

The State of Alabama } Circuit Court.
Limestone County }

1025- To any Sheriff of the State of Alabama. Greeting:
You are hereby commanded to summon Mollie Moore and Willie Moore, to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same, then and thereto answer the complaint of B.A. Hiee.

Witness this 15th day of October 1907.

J.E. Clem. Clerk.

Complaint

B.A. Hiee Plaintiff

1026 V.B.

Mollie Moore and

Willie Moore

Defendants

The Plaintiff claims of the Defendants Fifty Seven and $\frac{3}{100}$ Dollars, due by promissory note made by the Defendants on the 27th day of July 1906, Payable on the 1st day of November 1906 to the order of H.R. Taylor, which said note has heretofore by the said H.R. Taylor been duly transferred and assigned to the Plaintiff and is now the property of the Plaintiff, together with the interest thereon at 8 per cent per annum from date.

The Plaintiff claims of the Defendants the further sum of Ten \$0.00 Dollars as Attorneys fee for the collection of said note, the Defendants having stipulated in said note to pay reasonable Attorneys fees incurred in the collection of said note, and the Plaintiff avers that the sum of ten dollars is a reasonable attorneys fee in the premises.

The Plaintiff avers that the Defendants in writing in and by said note waived all right of exemptions to personal property under the Constitution and laws of the State of Alabama, as against the collection of the Debt evidenced by said note.

W.S. Sanders - Atty for Plaintiffs -

5703

Greenbrier Ala. July 27th, 1906.

On the 1st day of Nov. 1906, we promise to pay to the order of H.R. Taylor the sum of Fifty Seven $\frac{3}{100}$ Dollars, payable at Huntville Bank & Trust Co. with eight per cent interest after date. The right of exemption to personal property is hereby waived by the maker and endorser as provided in the constitution and laws of the State of Alabama, or any other State in the United States of America, and it is further agreed by the maker and endorser

hereof that they shall pay all costs for collecting the above, including reasonable attorney's fees, on failure to pay at maturity.

Notice and protest on the non-payment of this note are hereby waived by each maker and endorser.

Mollie X Moore
 Willie X Moore
 Mark

Witness.

J. H. Connelley.

W. C. Wheeler.

Witness.

J. H. Connelley.

W. C. Wheeler.

No. 2928. Due - Copy. Exhibit A -

For Value received I transfer the within note to

B. A. Hill without recourse.

H. R. Taylor

Copy.

The State of Alabama } Be it remembered
 Limestone County } That unto the January
 #1026. Term 1908. ~~was~~ of the
 Circuit Court of Limestone County Alabama
 there was returned a summons and
 Complaint in words and figures
 as follows to-wit:

The State of Alabama } In the Circuit Court
 Limestone County }
 #1026. To Any Sheriff of the
 State of Alabama - Greeting:
 You are hereby commanded to summon
 Walter C. Frost. to appear at the next
 term of the Circuit Court to be held for said
 County, at the place of holding the same
 then and there to answer the Complaint
 of The American Box Ball Company,
 a Corporation chartered and existing under
 the laws of the State of Indiana.
 Witness this 30th day of October 1907
 J. E. Clem Clerk

Complaint.
 The American Box Ball Company, #1026
 a Corporation Chartered and existing under the laws of } US. { Walter C. Frost.
 the State of Indiana. Plff. } Deft.

1. - The plaintiff claims of the defendant
 eighteen \$18.66, dollars and sixty Cents due
 by promissory note made by the defendant
 by the name of W. C. Frost on the 22nd. day
 of October 1906. and payable on the 10th. day of
 February, 1907, with the interest thereon.
 The plaintiff claims of the defendant
 the further sum of ten per cent of the
 amount due upon said note as attorney
 fees for the collection thereof, the defen-
 dant having stipulated in and by said
 note to pay ten per cent of the amount
 thereof as attorney's fees for the collection.
 The plaintiff avers that the defendant
 in writing in and by said note waived
 his right to all exemptions under the
 Constitution and Laws of the State of
 Alabama as against the payment of
 the debt evidenced by said note.

2.- The plaintiff Claims of the defendant the further sum of eighteen (\$18.69) dollars and Sixty nine Cents due by promissory note made by the defendant by the name of W. C. Frost on the 22nd day of October 1906, and payable on the 10th day of March, 1907, with the interest thereon.

The plaintiff Claims of the defendant the further sum of ten per cent of the amount due upon said note as Attorneys fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as Attorneys fees for the collection,

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

3.- The plaintiff Claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 6th day of November, 1906, and payable on the 25th. day of January, 1907 with the interest thereon.

The plaintiff Claims of the defendant the further sum of ten per cent of the amount due upon said note as Attorneys fees for the collection thereof The defendant having stipulated in and by said note to pay ten per cent of the amount thereof as Attorneys fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemption under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

4.- The plaintiff Claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 6th day of November 1906 and payable on the 25th day of February 1907, 1907 with the interest thereon.

The plaintiff Claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

5. - The plaintiff Claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of

W. C. Frost on the 16th day of November 1906, and payable on the 25th day of March, 1907. with the interest thereon.

The plaintiff Claims of the defendant the further sum of ten per cent of the amount due upon said note as Attorney's fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

6. - The plaintiff Claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 27th day of November 1906. and payable on the 27th day January 1907 with the interest thereon.

The plaintiff Claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the collection thereof, the defendant having stipulated in and by

said note to pay ten per cent of the amount thereof as attorney's fees for the Collection, ~~the~~

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the state of Alabama as against the payment of the debt evidenced by said note.

7. - The plaintiff claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of H. C. Frost on the 27 day of November, 1906, and payable on the 27th day of February 1907, with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of ~~attorney's fees~~ the amount due upon said note to ~~pay ten per cent~~ as attorney's fees for the Collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attys. fees for the Collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

8. - The plaintiff claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of H. C. Frost on the 27th day of November, 1906 and payable on the 27th day of March 1907, with the interest thereon.

The plaintiff claims of the the further sum of ten per cent of the amount due upon said note as attorney's fees for the Collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the Collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

9. - The plaintiff claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 27th day of November, 1906, and payable on the 27th day of April, 1907 with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the collection thereof, the defendant having stipulated in and by note to pay ten per cent of the amount thereof as attorney's fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the state of Alabama as against the payment of the debt evidenced by said note.

10. - The plaintiff claims of the defendant the further sum of Sixteen dollars due by promissory note made by the defendant by name of W. C. Frost, on the 27th day of November, 1906, and payable on the 27th day of January, 1907, with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

11. - The plaintiff claims of the defendant the further sum of ~~Seventeen~~ Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 27th day of November, 1906, and payable on the

27th day of February, 1907, with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the laws and Constitution of the State of Alabama as against the payment of the debt evidenced by said note.

12.- The plaintiff claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 27th day of November, 1906, and payable on the 27th day of March, 1907, with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

13.- The plaintiff claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 27th day of November, 1906, and payable on the 27th day of April, 1907, with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his

right to all exemptions under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

14.- The plaintiff claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of St. C. Frost on the 3rd day of December, 1906 and payable on the 3rd day of February, 1907, with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the Collection thereof. the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the Collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemption under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

15.- The plaintiff claims of the defendant the further sum of Sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of St. C. Frost on the 3rd day of December, 1906, and payable on the 3rd day of March, 1907 with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as attorney's fees for the Collection thereof. the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as attorney's fees for the Collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemptions under the Constitution of it and laws of the State of Alabama as against the payment of the debt evidenced by said note.

16.-The plaintiff claims of the defendant the further sum of sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 3rd day of December, 1906 and payable on the 3rd day of April, 1907 with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as Attorneys fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as Attorneys fees for the collection

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemption under the Constitution and laws of the State of Alabama as against ~~the collection~~ the payment of the debt evidenced by said note.

17.-The plaintiff claims of the defendant the further sum of sixteen (\$16.00) dollars due by promissory note made by the defendant by the name of W. C. Frost on the 3rd day of December, 1906, and payable on the 3rd day of May 1907 with the interest thereon.

The plaintiff claims of the defendant the further sum of ten per cent of the amount due upon said note as Attorneys fees for the collection thereof, the defendant having stipulated in and by said note to pay ten per cent of the amount thereof as Attorneys fees for the collection.

The plaintiff avers that the defendant in writing in and by said note waived his right to all exemption under the Constitution and laws of the State of Alabama as against the payment of the debt evidenced by said note.

W. T. Sanders, Atty. for Pliffs.
J. E. Clem Clerk

Filed this 30th day of
October 1907 J. E. Clem Clerk

Executed this the 30th day of October 1907 by leaving a copy of the within Summons and Complaint with the within named defendant Walter C. Frost

Henderson Legg
Sheriff.

The State of Alabama } Be it remembered that
 Limestone County } unto the January term 1908
 of the Circuit Court of Limestone
 County there was returned unto said Court
 a summons and Complaint in words
 and figures following to wit:

The State of Alabama } To any Sheriff of the State of
 Limestone County } Alabama - Greeting.
 You are hereby Com manded
 to summon Southern Railway Company
 a corporation, to appear at the next term
 of the Circuit Court to be holden for said
 County, at the place of holding the same,
 then and there to answer the Complaint of
 W. N. Loggins,
 Witness this 14th day of November 1907.
 J E Clem
 Clerk

The State of Alabama } Complaint
 Limestone County } in the Circuit Court

#1028 W. N. Loggins } vs. { Southern Railway
 Plff. } #1028 { Company, a Corporation
 Dept.
 1 - The plaintiff W. N. Loggins. Claims of

the defendant Southern Railway Company, a Corporation, one hundred fifty dollars, damages for the failure to deliver certain goods, viz: 1 Bx. H. H. Goods; 1 Bdle. bed rails; 1 Bdle. Bedding; 1 Bdle. Springs, 1 Bx. Stove fixtures; 1 Cook Stove (Ballou att.) 2 Bdle. Bed ends, received by it as a common carrier to be delivered to a connecting common carrier at Decatur, Alabama, for transportation to the plaintiff at Athens, Alabama, for a reward, which it failed to deliver.

2.- The plaintiff H. R. Loggins, claims of the defendant, Southern Railway Company, a Corporation one hundred and fifty dollars, damages for this: that on, to-wit: the 5th day of January, 1907, there was received by the Dardanelle & Russellville Railroad, as a common carrier, the following good, viz: 1 Bx. H. H. Goods; 1 Bx. Stove fixtures; 1 Cook Stove (Ballou att.); 2 Bdle. Bed ends; 1 Bdle. bed ends Rails; 1 Bdle. Bedding; 1 Bdle. Springs; of great value to-wit: one hundred and fifty dollars of this property of the plaintiff, and said goods being consigned to the plaintiff at Athens, Alabama; said goods being received and accepted by said Dardanelle & Russellville Railroad for transportation to Russellville, Arkansas, and there to be delivered to a connecting common carrier; said goods were on, to-wit: the 9th day of January, 1907, delivered by said Dardanelle & Russellville Railroad at Russellville, Arkansas, to St. Louis, Iron Mountain & Southern Railway Company a connecting common carrier for transportation to Memphis, Tennessee; said goods were on, to-wit: the 17th day of January, 1907, delivered by the said St. Louis, Iron Mountain & Southern Railway Company, ~~a connecting common carrier~~ at Memphis, Tennessee, to the defendant, Southern Railway Company, a connecting common carrier, for transportation to Decatur, Alabama, and to be delivered at said point to a connecting common carrier, to-wit: Louisville & Nashville Railroad Company, for delivery at their destination; that on the said to-wit the 17th day of January, 1907, the said defendant was a common carrier of good and chattles for hire in and by a certain train of

of railway cars from a certain place to-wit: Memphis, Tennessee, to a certain other place, to-wit: Decatur Alabama among other places: that the said defendant accepted said goods and undertook to carry the same for a reward from Memphis, Tennessee, to, to-wit:

Decatur, Alabama, and then deliver the same to a Connecting Common Carrier, to-wit: Louisville & Nashville Railroad Company, for transportation to their destination; that it was the said defendant's duty to safely carry said goods from, to-wit: Memphis, Tennessee, to, to-wit: Decatur, Alabama, and then to safely deliver said goods to the said Louisville & Nashville Railroad Company, a Connecting Common Carrier;

yet the said defendant, not regarding its duty as such common carrier hath not taken care of said goods, or safely or securely carried the same from to-wit:

Memphis, Tennessee, to, to-wit: Decatur, Alabama, nor hath not then, to-wit: at Decatur, Alabama, safely or securely delivered the same to the, to-wit: Louisville and Nashville Railroad Company, a Connecting Common Carrier, for the transportation of same to the said plaintiff at their destination; but on the contrary, it, the said defendant so carelessly and negligently behave and conducted its self with respect to the said goods that by and through the carelessness or negligence of the said defendant, its servants, agents or employees the said goods afterwards, to-wit: on the 17th day of January, 1907, became and were wholly lost to the plaintiff.

3.- The plaintiff claims of the defendant one hundred and fifty dollars, damages for this; that on to-wit: the 17th day of January, 1907, the said defendant was a common carrier of goods and chattels for hire in and by a certain train of railway cars from, to-wit:

Memphis, Tennessee, to, to-wit: Decatur, Alabama, among other points; that on to-wit: said day and date, the to-wit:

St. Louis, Iron Mountain & Southern Railway, Company, as agent for the plaintiff, delivered to the defendant the following goods, Viz: 1 Bx. H. H. Goods; 1 Bx. Stove fixtures; 1 Cook stove (Bottom att.) 2 Bdle. Bed ends; 1 Bdle. Bed rails; 1 Bdle. Bedding; 1 Bdle. Springs of great value, to-wit: One hundred and fifty dollars, the property of the plaintiff to be carried by it from to-wit: Memphis, Tennessee, to, to-wit: Decatur, Alabama, and then to be delivered to the, to-wit: Louisville and Nashville Railroad, Company, a connecting common carrier for transportation to their destination that said goods were consigned to the plaintiff at Athens, Alabama, that the said defendant on to-wit: Said day and date, received and accepted said goods and contracted and undertook, for a reward, to carry same from, to-wit: Memphis, Tennessee, to, to-wit: Decatur, Alabama, and then to deliver same to a connecting common carrier, to-wit: Louisville and Nashville Railroad, Company, that it was said defendant's duty to safely carry said goods from the said place, to-wit: Memphis, Tennessee, to, to-wit: Decatur, Alabama, and then to safely deliver said goods to the, to-wit: Louisville & Nashville Railroad Company a connecting common carrier;

Yet the said defendant, not regarding its duty as such common carrier hath not taken care of said goods, or safely or securely carried the same from, to-wit: Memphis, Tennessee, to, to-wit: Decatur, Alabama, nor hath not there, to-wit: at Decatur, Alabama, safely or securely delivered the same to the, to-wit: Louisville and Nashville Railroad Company, a connecting common carrier, for the transportation of same to the said plaintiff at their destination; but on the contrary, it the said defendant, so carelessly and negligently behaved and conducted its self with respect to the said goods that by and through the carelessness or negligence of the said defendant, its servants, agents, or employees, the said goods afterwards on, to-wit:

the 17th. day of January, 1907, became and were wholly lost to the plaintiff.

4.- The plaintiff claims of the defendant one hundred and fifty dollars, damages for this: that on, to-wit; the 17th day of January, 1907, the said defendant was a common carrier of goods for hire from Memphis Tennessee, to Decatur, Alabama, among other points; that on, to-wit; said day and date there was delivered to the defendant at Memphis, Tennessee the following goods, viz: 1 Bx. H. H. Goods; 1 Bx. Stove fixtures; 1 Cook Stove (Bottom etc.) 2 Bdle Bed Ends; 1 Bdle. Bed Rails; 1 Bdle Bedding; 1 Bdle. Springs; of great value, to-wit; One hundred & Fifty dollars the property of plaintiff; that said goods were consigned to the plaintiff at Athens Alabama that the defendant undertook to carry said goods from Memphis, Tennessee, to Decatur Alabama; and then deliver them to the Louisville & Nashville Railroad Company, a Connecting Common Carrier, for a reward; that it defendant's duty to safely deliver said goods at Decatur, Alabama, to the said Louisville & Nashville Railroad Company;

yet the said defendant not regarding its duty as such common carrier hath not taken care of said goods and hath not safely delivered the same to the Louisville & Nashville Railroad Company at Decatur, Alabama; but on the contrary that through the negligence of the defendant, its agents, servants, or employees, the said goods have been wholly lost to the plaintiff.

James E. Horton, Jr.
Attorney for plaintiff

J. E. Clem, Clerk,

Filed November 14th 1907.

The State of Alabama } Be it remembered that unto the January
 Limestone County } term of Circuit Court 1908, there was returned
 a Summons & Complaint in words & figures
 following, to-wit: In The Circuit Court.

To any Sheriff in the State of Alabama- Greeting
 You are hereby Commaned to Summon
 James M. Wolf to appear at the next term of
 the Circuit Court to be held for said County,
 at the place of holding the same, there and
 then to answer the Complaint of Albert Jugo-
 chervost.

The State of Alabama }
 Limestone County } Complaint.

Albert Jugochevost } #1029-
 Plaintiff } V.S. { James M. Wolf }

1:- The plaintiff Claims of the defendant
 the sum of One Hundred Sixteen Dollars
 and 23/100. (\$16.23) due on and by judgement
 rendered in favor of the plaintiff and against the
 defendant in the sum aforesaid on the
 to-wit: 13th day of August, 1907, in a Justice
 of the Peace Court of Findlay Township,
 Hancock County, Ohio. which said judgement,
 with interest at the rate of 6 per cent per
 annum, is still unsatisfied, due, and unpaid.

Plaintiff avers that the said Justice of the
 Peace Court had jurisdiction of the subject
 matter and of the person at the time of the
 rendition of said judgement. Hence this suit.

2:- The plaintiff Claims of the defendant the sum
 of One Hundred Five Dollars and 50/100 (\$105.50)
 due on and by judgement rendered in
 favor of the said plaintiff, Albert Jugoche-
 vost, and against the said defendant, James
 M. Wolf, in the sum aforesaid, on the to-wit:
 13th day of August, 1907, in the Justice of the
 Peace Court, of Findlay Township, Hancock
 County, in the State of Ohio; which said
 judgement, with interest at the rate of 6 per
 cent per annum, is still unsatisfied, due
 and unpaid.

Plaintiff further avers that the said Court
 had jurisdiction of the subject matter
 involved in said suit, and of the person of said
 defendant James M. Wolf, at the time of the rendition
 of said judgement. Hence this suit.

4.- The plaintiff claims of the defendant the sum of One Hundred Five + 50/100 Dollars, debt, and Six and 80/100 Dollars Cost of said suit, due on and by judgement rendered in favor of Plaintiff, Albert Jugschwert, and against the defendant, the said James M. Wolf, in the sum aforesaid on the to-wit: 13th. of August 1907, in the Justice of the Peace Court of Findlay Township, Hancock County, in the State of Ohio, which said judgement, with interest at the rate of 6 per cent per annum, is still unsatisfied, due and unpaid.

Plaintiff avers that the said Court had jurisdiction of the subject matter involved in said suit, and of the person of said defendant, James M. Wolf, at the time of the rendition of this judgement, Hence this suit.

5th.- The Plaintiff claims of the defendant the sum of One Hundred Five and 50/100 dollars, debt, and Ten + 73/100 Dollars Cost, of said suit, due on and by judgement rendered in favor of the plaintiff Albert Jugschwert, and against the defendant James M. Wolf, in the sum aforesaid, on the to-wit: 13th day of August, 1907, in Justice of the Peace Court in Findlay Township County of Hancock, in the State of Ohio, which judgement with interest at the rate of 6 per cent per Annum is still unsatisfied, due and unpaid.

Plaintiff avers that the said Court of the subject matter involved in said suit, and of the person of said defendant James M. Wolf, at the time of the rendition of said judgement, Hence this suit.

J. R. Walker.

Atty for Pliffs

Filed December 3rd, 1907 J. E. Clem, Clerk

The State of Alabama } Be it remembered that unto
 Limestone County } the January Term 1908 of the
 Circuit Court of Limestone Co. Ala.
 *1030 There was returned, a Claim Bond &c in
 words and figures following, to-wit:

Before me, Porter Bibb, a notary public and
 ex officio Justice of the Peace in and for said
 State and County, personally appeared B. H.
 Lindsey, who being duly sworn, deposes and
 says that one black mule calf five months
 old levied on by Henderson Legg, as Sheriff
 of Limestone County, Alabama, under and
 by virtue of an Execution issued from
 the Circuit Court of Limestone County, Alabama
 in favor of C. E. Frost et al. as Successors of the
 Bank of Athens, or Composing the firm of the Bank
 of Athens against B. D. Lindsay, said calf being
 levied on by said Sheriff as the property of
 B. D. Lindsay, But is the property of Affiant
 and not subject to levy & sale under said
 execution, and affiant further states under
 oath that one black horse mule nine
 years old, and one dark Callard horse
 mule nine years old levied on by said
 Sheriff under said execution above described,
 is not the property of B. D. Lindsay, but
 That Affiant has an equitable or legal
 title to said property and that said prop-
 erty is not liable to sale under said execution
 as the property of the defendant B. D. Lindsay.

B. H. Lindsay
 Sworn to and Subscribed before me this
 19th day of November, 1907,

Porter Bibb
 Notary Public Ex officio Justice of -
 Peace

The State of Alabama } Circuit Court
 Limestone County } Know of all men by these
 presents, that We B. H. Lindsey and
 J. W. D. Dornell & G. D. Houston are held &
 firmly bound unto W. C. Frost et al. Com-
 posing the firm of the Bank of Athens in the sum
 of seven hundred dollars for the payment
 of which, well and truly to be made, we bind
 our selves and each of us, our heirs, executors
 and Administrators, jointly and severally and

firmly by these presents,

Sealed with our seals and dated this 23 day of Nov. 1907.

The Condition of the above obligation is such, That whereas, an execution issued from the Circuit Court of Limestone County bearing date of issuance the 30 day of Oct. 1907, in favor of H. C. Frost et. al. Comprising the firm of the Bank of Athens, against B. H. Lindsay, for the sum of Six hundred and eleven & 20/100 Dollars, has been levied by Henderson Legg Sheriff of said County, upon the following as the property of said B. H. Lindsay to-wit One Black mule Colt, 5 months old, 1 Black horse mule 9 yrs old and 1. ~~black~~ dark colored horse mule 9 years old, and where as, the said B. H. Lindsay, has made affidavit he has a just claim to said property, and upon entering into this bond, with sufficient surety as required by law, has obtained possession of said property,

Now, if the said B. H. Lindsay shall have the said property above described forthcoming for the satisfaction of the judgement, if to be found liable therefor, and pay such cost and damages as may be recovered for putting the said claims in for delay, then this obligation to be void, otherwise to ~~remain~~ remain ~~void~~ in full force and effect. and We and each of us hereby waive all rights ~~of~~ claim of exemption ~~for~~ or either of us have now, or may hereafter have, under the Constitution and Laws of Alabama.

B. H. Lindsay (L.S.)
J. W. S. Donnell (L.S.)
E. D. Hauston (L.S.)

Approved this 23. day of Nov. 1907

Henderson Legg -
Sheriff.

Filed December 19. th 1907.

J. E. Clem Clerk

J. E. Clem, Clerk.

The State of Alabama } Be it remembered that
 Limestone County } unto the January Term¹⁹⁰⁸ of
 the Circuit Court of Limestone
 County Alabama, there was returned a
 Claim Bond &c, in words and figures following
 to-wit:

Before me, Porter Bebb, a Notary Public
 and Ex Officio Justice of the Peace in and
 for said County, in said State, personally
 appeared B. D. Lindsay as trustee for S. J. Lindsay
 who being duly sworn, depose and says that
 one bay mule four years old and one black mule
 Colt, six months old levied on by Henderson
 Legg as ^{the} Sheriff of Limestone County, Alabama,
 under and by virtue of an execution from the Circuit
 Court of Limestone County, Alabama, in favor of the
 Bank of Athens, or C. E. Frost, N. A. Frost, et al. as
 Successors of the Bank of Athens or Composing the
 firm of the Bank of Athens, against B. D. Lindsay;
 said property being levied on as the property of
 B. D. Lindsay. Affiant states that said property is not
 the property of B. D. Lindsay, but is the property of
 B. D. Lindsay as trustee of S. J. Lindsay, and is not
 subject to levy and sale under the execution referred to
 above in this affidavit.

B. D. Lindsay, Trustee for S. J. Lindsay

Sworn to and subscribed before me this 19 day of Nov., 1907

Porter Bebb.

Notary Public, Ex Officio Justice of the Peace

The State of Alabama }
 Limestone County } Circuit Court.

Know all men by these presents, that we
 Ben D. Lindsay Trustee for S. J. Lindsay B. D. Lindsay
 and B. N. Bibb are held, and firmly bound unto
 N. C. Frost, et al. Composing the Bank of Athens in the sum of
 Four Hundred & Fifty dollars, for the payment of which,
 well and truly to be made, we bind our selves and
 each of us, our & each of our heirs, and administrators,
 jointly and severally, and firmly by these pres-
 ence.

Sealed with our seals and dated this 22 day of
 Nov., 1907.

The Condition of the above obligation is such, that
 whereas, an Execution issued from the Circuit
 Court of Limestone County bearing date of issuance

the 30 day of Oct. 1907, ~~and~~ in favor of W. C. Frost et al. Comprising the firm of the Bank of Athens, against Ben D. Lindsay, for the sum of Six hundred and eleven ²⁵/₁₀₀ dollars, has been levied by Henderson Legg Sheriff of said County, upon the following as the property of said Ben D. Lindsay, to-wit:

1. bay mule 4 years old and black mule colt 6 months old.

And whereas, the said Ben D. Lindsay, Trustee for D. J. Lindsay, has made affidavit that he a just claim as to said property and upon entering into this bond with sufficient surety as required by law, has obtained possession of said property.

Now, if the said Ben D. Lindsay Trustee for D. J. Lindsay shall have the said property above described forthcoming for the satisfaction of the judgement if to be found liable therefor and pay such costs and damages as may be recovered for putting the said claim in for delay, then this obligation to be void; otherwise to remain in full force and effect. And we and each of us hereby waive all rights of claim of exemptions or either of us have now, or may hereafter have, under the Constitution and laws of Alabama,

B. D. Lindsay Trustee for D. J. Lindsay (L.S.)
 B. H. Lindsay [L.S.]
 B. H. Bibb [L.S.]

Approved this 23rd day of Nov. 1907.

Henderson Legg
 Sheriff

J. E. Clear
 Clerk

Filed December 19th 1907

J. E. Clear, Clerk

The State of Alabama } Be it remembered that
Limestone County } unto the January Term ¹⁹⁰⁸ of
the Circuit Court of Limestone County, ^{the same was returned} a
Claim bond bond in words and figures
following, to-wit:

*
1032
State of Alabama }
Limestone County } Before me Porter Bibb
a Notary Public Ex Officio Justice of
the Peace, in and for said County in said
State, personally appeared, Donna E. Lindsay
and Ruth T. Lindsay, who being duly sworn
sworn, deposes and says that one roan
horse levied on by Henderson Legg as sheriff
of Limestone County Alabama, under and by virtue
of an execution issued out of the Circuit Court
of Limestone County Alabama, in favor of the
Bank of Athens, or C. E. Frost & A. Frost et. al.
or composed of the Bank of ^{the firm of} Athens as successors
of the Bank of Athens. against the B. D. Lindsay
said horse being levied on as the property of
B. D. Lindsay Affiant to state that the horse
so levied on is not the property of B. D.
Lindsay but is the property of affiant, and
is not subject to levy and sale under the
execution recend to above in this affidavit.

Donna E Lindsay (L &)
Ruth T Lindsay (L &)

Sworn to and subscribed
before me this 19 day of Nov. 1907
Porter Bibb
Notary Public
Ex off. J.P.

The State of Alabama }
Limestone County } Circuit Court.
Know all men by these presents, That we
Donna E Lindsay, Ruth T Lindsay, B. H. Lindsay,
and B. S. Bibb, are held and firmly bound unto
Walter C. Frost, et. al. Comprising the firm of the
Bank of Athens, in the sum of Two Hundred dollars
for the payment of which, well and truly to be
made, we bind ourselves and each of us, our
and each of our heirs, executors, and administra-
tors, jointly and severally, and firmly by
these presents.
Sealed with our seals and dated this 22 day
of Nov. 1907.

The condition of the above obligation is such, That whereas an execution issued from the Circuit Court of Limestone County bearing date of issuance 30 day of Oct. 1907, in favor of H.C. Frost et. al. Comprising the firm of the Bank of Athens, against Ben D. Lindsay for the sum of Six hundred and eleven + 2/100 - Dollars has been levied by Henderson Legg, Sheriff of said County upon the following as the property of said Ben D. Lindsay, to wit: One roan horse. And whereas, the said, Donna E. Lindsay and Ruth T. Lindsay, have made affidavit that they have a just claim to said property, and upon entering into this bond, with sufficient surety as required by law, has obtained possession of said property.

Now, if the said Donna E. Lindsay and Ruth T. Lindsay, shall have the said property above described, forthcoming for the satisfaction of the judgement, if to be found liable therefor, and pay such costs and damages as may be recovered for putting the said claim in for delay, then this obligation to be void, otherwise to remain to remain in full force and effect. And we and each of us, hereby waive all rights of claim of exemption we or either of us have now, or may hereafter have, under the Constitution and laws of Alabama.

Donna E. Lindsay [L.S.]
 Ruth T. Lindsay [L.S.]
 B. H. Lindsay [L.S.]
 B. N. Bibb. [L.S.]

Approved this 23rd, day
 of Nov. 1907

H. Legg
 Sheriff

J. E. Clew
 Clerk

Filed December 19th 1907
 J. E. Clew, Clerk

The State of Alabama } Be it remembered that unto the
Limestone County } January Term 1908 of the Circuit
#1033 } Court of Limestone County, was returned
a summons & Complaint in words and figures
following, to-wit

In the Circuit Court:
To any Sheriff of the State of Alabama. Greeting:
You are hereby commanded to summon
Henry Harten, to appear at the next term of
the Circuit Court to be held for said County,
at the place of holding the same, to answer the
Complaint of David E. Bowser.
Witness my hand this 23rd day of December, 1907
J. E. Clemen
Clerk.

Complaint.
David E. Bowser } vs. } Henry Harten
Plaintiff } 1033 } Defendant
1- Plaintiff claims of the defendant the sum
of One Thousand dollars damages for that
wrongfully taking the following goods and
Chattels, the property of the plaintiff to-wit:
1452 lbs. seed Cotton; and 26 bushels corn,
2. And plaintiff further claims of the defendant
the sum of One Thousand dollars damages,
for that, whereas, on, to-wit. the — day of
December, 1907, the defendant entered upon
the premises of the plaintiff, and without
plaintiff's consent, but against his objection
did, by force and strong hand, wrongfully
take and carry away the following property
to-wit: 1452 lbs. seed Cotton; and 26 bushels of
Corn; all of which was the property of plain-
tiff and which was taken by said defendant
from the possession of plaintiff by force.

Filed December 23rd 1907
J. E. Clemen
Clerk
V. R. Walker
Attorney for Plaintiff
J. E. Clemen
Clerk

Executed by serving a copy of the within
summons and complaint on Henry Harten
Defendant in this case Dec. 23rd. 1907,
Sheriff.

The State of Alabama } Be it Remembered that unto the January
Limestone County } Term 1908, of the Circuit Court of Limestone
County Alabama, was Returned a Summons
#1034 and Complaint in words and figures following. To wit:

The State of Alabama,
County of Limestone.

In the Circuit Court.

To any Sheriff of the State of Alabama - Greeting:

you are
hereby commanded to summons Mary Paigh, John T. Eubanks,
Thomas M. Dabbs and J. Wesley Eubanks to appear at the next
term of the Circuit Court to be held for said County, at the
place of holding the same to answer the complaint of
The First National Bank of Athens Alabama.
Given under my hand this 23rd day of December 1907
J. E. Clem
Clerk -

Complaint

The First National Bank of Athens, Alabama, Plaintiff -

v. B.

Mary Paigh, John T. Eubanks, Thos. M. Dabbs and J. Wesley Eubanks, Defs.

The Plaintiff claims of the Defendants the sum of Four Hundred Dollars due
by promissory note made by them on to wit: the 17th day of December 1906,
and payable on to wit: twelve months after date thereof,
with interest thereon from date thereof.

And the Plaintiff avers that said note was made payable to
one W. R. Walker at the First National Bank Athens Alabama;
that said W. R. Walker assigned by endorsement in blank
said note for value to this Plaintiff before maturity and
Plaintiff avers that it is now the owner of said note.

And Plaintiff further avers that under and by the terms of
said note each of said Defendants waived all right to claim
any exemption of any personal property guaranteed to them on
either of them under the Constitution and Laws of the State of Alabama,
as to the debt evidenced by said note.

Plaintiff claims the further and other sum of ten percent upon the
amount which may be due on said note for attorney's fees for the
collection thereof which said sum the Defendants incurred by the
terms of said note, agreed to pay.

W. R. Walker
Attorney for Plaintiff

Filed Dec. 23rd 1907

J. E. Clem. Clerk.

Executed by serving a copy of the within Summons and Complaint on
Thomas M. Dabbs. the other Defendants live in Lauderdale County and
copies of within Summons and Complaint were served on all of them by
J. H. Sutton Constable of said County as will show by his statement on
Reverse side of this. Dec. 23rd 1907

H. Legg. Sheriff.

Filed Dec 23rd 1907.

J. E. Clemm, Clerk

Executed by handing a copy of each of the within named Defendants, Mary Paign, Johns. Eubanks and J. Wesley Eubanks Defendants - This December 24th 1907 -

E. W. Young - Sheriff -

By J. W. Futen B.D.B. - Dept. -

#1034 The State of Alabama } Be it remembered that unto the
Limestone County } January term 1908 of the Circuit
Court of Limestone County Ala-
bama then was returned a summons &
Complaint in words and figures as follows
to-wit:

The State of Alabama } In the Circuit Court,
Limestone County } To any Sheriff of the State of
Alabama. - Greeting.

You are hereby commanded to summon
William A. Smith to appear at the next
term of the Circuit Court to be held for said
County at the place of holding the same
to answer the Complaint of Ida Short, and
Bass Short, by his next friend, Ida Short.
Witness my hand this 23rd day of December, 1907

J. E. Clemm, Clerk
Ida Short & Bass Short } vs. } William A. Smith
by his next friend - Plaintiffs } 1034 } Defendant

The plaintiffs claims of the defendant
the sum of Fifty five dollars, due by
promissory note given by him under
the name of W. A. Smith, or, to-wit:

The 20th day of September, 1899 and payable one day after date with interest thereon.

And plaintiff avers that said note was made by the defendant, to A. J. Hughes and that the said A. J. Hughes has since departed this life leaving a last will and testament of which James Hughes was executor, being duly appointed and qualified in the Probate Court of Limestone County, Alabama, and plaintiffs further aver that said James Hughes as such executor has made a final settlement of his executorship, and there are no debts of said estate and plaintiff further avers that under and by the terms of the will of the said A. J. Hughes, deceased, the note upon which suit is brought was bequeathed amongst other property to the said plaintiffs and that they then now hold the legal title thereto.

H. R. Walker

Attorney for Plaintiff

J. E. Allen Clerk

Filed Dec. 23rd. 1907

J. E. Allen Clerk

Executed by leaving a copy of the within summons & complaint with the to William A. Smith Defendant. This December 24th 1907,

Henderson Legg
Sheriff

By O. W. Straue
S. W. S.

The State of Alabama } In the C.
Limestone County } Be it remembered that unto
#7036 the January term, 1908, of the Circuit
Court of Limestone County Alabama, there was
returned a summons & complaint in words and
figures as follows, to-wit:
The State of Alabama } In the Circuit Court
Limestone County } To any sheriff of the State of Alabama
Hearing,

You are hereby commanded to summons
Elizabeth M. Smith to appear at the next term
of the Circuit Court to be held for said County,
at the place of holding the same to answer the
complaint of Ida Short and Ross Short, by his

next friend, Ida Short,

Witness my hand this 23rd day of December 1907

J. E. Glenn
Clerk

Complaint.

Ida Short and Bass Short by his next friend
Ida Short. Plaintiff

vs.

Elizabeth M. Smith

Defendant.

The plaintiff claims of the defendant the sum of Three Hundred and Thirty dollars, due by promissory note made by her to-wit: the 20th day of September, 1899 and payable on to-wit: One day after date, with interest thereon.

And plaintiff avers that said was made by the defendant to A. J. Hughes, and that the said A. J. Hughes has since departed this life leaving a last will and testament, of which James Hughes was executor, being duly appointed and qualified thereunto in the Probate Court of Limestone County, Alabama

and plaintiff further avers that James Hughes as such executor aforesaid has made a final settlement of his executorship and there are no debts of said estate and plaintiff further avers that under and by the terms of the will of the said A. J. Hughes deceased, the note upon which suit is brought was bequeathed amongst other property to the said plaintiff and that they now hold the legal title thereto

W. R. Stacker

Attorney for plaintiff
J. E. Glenn, Clerk

Filed December 23rd 1907

J. E. Glenn, Clerk.

Executed by handing a copy of within summons and Complaint to Elizabeth Smith. December 24th 1907

Henderson Legg

By O. H. Strouse

Special Deputy Sheriff

Shenzz

The State of Alabama } Be it remembered that unto
 Limestone County } the January Term 1908 of the
 Circuit Court of Limestone County.
 #1037 there was returned a summons and complaint
 in words and figures as follows, to-wit:

The State of Alabama } Circuit Court
 Limestone County }
 To Any Sheriff of the State of Alabama
 Greeting.

You are hereby commanded
 to summon Ed Thompson to appear
 at the next term of the Circuit Court to
 be held for said County at the place of
 holding the same, there and there to
 answer the complaint of Marcum C. Easter
 and James H. Easter, partners doing business
 under the firm name and style of M.C.
 Easter & Son.

Witness this 23rd day of December, 1907.

Complaint.

Marcum C. Easter
 & James H. Easter
 partners doing business
 under the firm name and style
 of M.C. Easter & Son.
 Plifl.

vs.

#1037

Ed Thompson
 Def

The plaintiffs claim of the defendant
 One hundred thirteen & 10/100 Dollars due
 by account, on, to-wit: The first day of January
 1906, which sum of money, with the interest
 thereon, is still unpaid.

H. R. Waeker

Attorney for Plaintiffs

Filed December 23rd 1907

J. E. Allen
 Clerk,

J. E. Allen, Clerk

Be it remembered that unto the January Term 1908, of the Circuit Court of Limestone County Alabama, was returned a summons and complaint in words and figures following to wit:

Circuit Court -

The State of Alabama)

Limestone County

#1038

To any Sheriff of the State of Alabama - Greeting
You are hereby commanded to summon The Louisville and Nashville Rail Road Company, a corporation Defendant to appear at the next Term of the Circuit Court to be held for said county, at the usual place of holding the same, then and there to answer the complaint of Button Houston.

Witness this 23rd day of December 1907.

J.E. Clem. Clerk.

The State of Alabama) In the Circuit Court.

Limestone County

Button Houston

Plaintiff vs

V.S.

The Louisville and Nashville Railroad Company, a corporation, Defendant -
1- The Plaintiff claims of the Defendant fifteen hundred dollars, damages, for an assault and battery committed by the Defendant on the Plaintiff, viz: on the 15th day of August, 1907.

2- The Plaintiff claims of the Defendant the further and other sum of fifteen hundred dollars damages for maliciously and without probable cause therefor, arresting and imprisoning the Plaintiff unlawfully and without warrant of any kind for a great length of time, to wit: One half of an hour, on, to wit: The 15th day of August 1907.

3 The Plaintiff claims of the Defendant the further and other sum of fifteen hundred dollars damages for unlawfully and maliciously imprisoning the Plaintiff, without cause and without legal process of any kind for a greater length of time, to wit: one-half of an hour, on, to wit: The 15th day of August, 1907.

4- The Plaintiff, Button Houston, claims of the Defendant, The Louisville and Nashville Railroad Company, a corporation, the sum of fifteen hundred dollars damages for this: That on, to wit: The 15th day of August, 1907, the Defendant was a common carrier of passengers between Athens Alabama, and Decatur Alabama, among other points; that on, to wit: Said day and date, the Plaintiff was a passenger for hire on one of the Defendant's trains operating between said points, among other points; that he was received and accepted on, to wit: Said day and date, by the said Defendant as such passenger at the station first above named, viz: Athens Alabama, to be carried as such by the said Defendant from said point to Decatur, Alabama, and thereupon it became and was the duty of the said Defendant to use due and proper care

That the said Plaintiff should be safely carried by the said train on the said journey, and to protect him from injury, violence, insult and ill treatment; yet the Defendant did not regard but neglected its duty so to do, in that; while Plaintiff was thus being carried and while he was on the train of Defendant and while the train was a short distance below Harris Station, Alabama, to wit: one mile, the conductor in charge of said train, and whose name to the Plaintiff is unknown, and the servant agent or employee of the said Defendant, came into the coach where Plaintiff was riding in company with another man whose name is unknown to Plaintiff, both of whom came up to the part of said coach where Plaintiff was riding and thereupon the said conductor pointed out the Plaintiff to the said man who was with him and told him, the said man, to arrest the Plaintiff; whereupon the said man, at the instance and command of the said conductor, with force and arms assaulted the Plaintiff, and seized and laid hold of the said Plaintiff, and with great force and violence pulled and dragged the said Plaintiff about, and also forced the said Plaintiff to go from and out of the said coach and compartment in which he was riding, through the other compartment thereof and through certain other coaches, to wit: two, to the rear of the said second coach; that there were a great number of persons in the coach in which he was arrested and in whose presence he was arrested also that there were a great number of persons in each of the coaches through which he was carried and in whose presence he was and passed while thus under arrest; that at or about the time he was arrested by the said man in the said manner he was made to give up or did give up a knife which he had; that while being carried from one coach to another and while between the coaches, Plaintiff requested said man to let him see a man who was in the coach through which they had just passed telling him that he would get him to make a bond for him, and slightly drew back, whereupon the said man jerked him with great violence and threw him to the bottom step and the said Plaintiff caught the handle of the landing just before falling from the train while the same was running at a great speed, and then the said man jerked him back with great violence the said Plaintiff's arms and muscles being strained and hurt from the violence of the jerk and from the catching of the handle to prevent him from falling; that after being carried to the rear of said coach as stated above he was kept and detained there for a long

Space of time, to wit: one half of an hour, by the said man. That when the train approached the station at Decatur, Alabama which was his destination and to which place he had paid his fare, and while the said train was in motion the said man who had him under arrest at the instance and order of the said conductor, and in his presence forced him to get off the said train at a great distance from his destination to wit: Two hundred yards, in the nighttime and in the dark and causing him to walk that distance; all of which was done without any reasonable or probable or legal cause whatever, and against the will of said Plaintiff; And Plaintiff avers that the Defendant its agent, servant or employee, or those or that one acting under its authority, in disregard of its (the Defendant's) duty to him thus assaulted and mistreated him without legal cause and made the Plaintiff to suffer great mental pain and anguish; put him in great fear, outraged his legal rights; greatly mortified him, strained and hurt his arms and muscles, and failed in its duty to carry him to his destination and made him walk a great distance, to wit: two hundred yards on a dark night, all to his damage in the sum of fifteen hundred dollars wherefore Plaintiff sues.

James E. Horton Jr.
Attorney for Plaintiff

Filed December 23rd 1907-

J. E. Clem - Clerk -

Be it remembered that unto the April term 1908, of the Circuit Court of Limestone County Alabama, was returned a summons and complaint in words and figures following To wit:
Transcript of Attachment such from Justice Court of Porter Bibb N.P. & P. Returnable to January term 1908 of Circuit Court of Limestone County -

John A. Anderson & Co, a firm composed of John A. Anderson, & D. Anderson & P. G. Coons Plaintiffs -
V. S.

J. M. Summers a firm composed of J. M. Summers and R. A. Nichols Defendants -

Plaintiffs sue to recover \$255.42 on a waiver note made by the Defendant Sept. 18th 1907. payable Dec 10. 1907. interest and costs.

Jan'y 6th 1908 Bond and affidavit filed returnable to January term 1908 of Circuit Court -

Summons and Complaint issued to Constable M. F. Roberts and attachment such.

Jan'y 6th 1908. Summons and Complaint returned executed by personal service on J. M. Summers January 1908 Returned executed by levying on certain goods and fixtures as shown in the return on the execution.

Cash Bill

J. P. B. & L. 1st, Summons and Complaint 1st, Writ of Attachment, Transcript 1st \$4.10

Constables - Levying Attachment, 1st, Serving Summons, 1st, Taking Inventory 1st \$4.50

I certify above is a true transcript

Porter Bibb N.P. & P.

The State of Alabama

Limestone County

To any Constable of said County - Greeting
Whereas Wm. M. Hundley, Attorney for John A. Anderson & Co. hath complained to me Porter Bibb N.P. ex off. a Justice of the Peace for said County that J. M. Summers & Co. are justly indebted to John A. Anderson & Co in the sum of Two hundred and fifty five \$42.00 Dollars and the said John A. Anderson & Co having made affidavit and given Bond as required by law in such cases you are hereby commanded to attach so much of the estate of said J. M. Summers & Co as will be of value to satisfy the said debt and costs, according to the complaint, and such estate unless replevied so to secure that the same be liable to further proceedings thereon, to be had before the Circuit Court of Limestone County January term 1908. When and where you must make known how you have executed this writ.
Witness my hand, this 6th day of January 1908

L. S.

N.P. & ex off Justice of the Peace

under and by virtue of the authority conferred by Sec. 547 of the Code of Alabama Constable W. S. Roberts is hereby required and directed to execute the within attachment and return the same to the next January term of the Circuit Court for Limestone county he being constable in this Beak No. 11
Limestone county -

Porter Bibb N.P. ex. off. J.P.

Executed the 8th day of January by a levy upon the stock of Merchandise and the fixtures belonging to and in the storehouse occupied by J. M. Summers & Co. at Mooresville Ala, an Inventory of which was taken and a copy of which is in my possession. This levy is subject to a levy for house rent in favor of Mrs. Bartlett.

W. S. Roberts. Constable -

The State of Alabama
Limestone County

Know all men by these presents, that we Jno. A. Anderson & Co are held and firmly bound unto J. M. Summers & Co in the sum of Five hundred and Eleven Dollars to be paid to the said J. M. Summers & Co their heirs, executors, administrators and assigns, for which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly, by these presents sealed with our seal and dated this 6th day of January 1908 in the year of our Lord.

The condition of the above obligation is such, that whereas The above bound J. A. Anderson & Co. a firm composed of John A. Anderson & P. D. Anderson and P. G. Coons have on the day of the date hereof, prayed an attachment at the suit of Jno. A. Anderson & Co against the estate above named J. M. Summers & Co for the sum of Two hundred and fifty five & $\frac{2}{100}$ Dollars and has obtained the same returnable to the next January term of the Circuit Court for Limestone county. Now if the said Plaintiff shall prosecute his attachment to effect and pay the Defendant all such costs and damages as they may sustain by the wrongful or vexatious suing out of such attachment, then this obligation to be void; otherwise to remain in full force and effect.

John A. Anderson & Co L. S.
John A. Anderson L. S.
B. H. Lindsay L. S.

Approved 6th day of January A.D. 1908

Porter Bibb N.P. & J.P.

State of Alabama } Personally appeared before me, Porter Bibb
 Limestone County } v.p. ex off, a Justice of the Peace for the County
 and State aforesaid, Wm. M. Hundley Attorney for Jno. A. Anderson & Co.
 who being duly sworn, deposed and said, that J. M. Summers & Co.
 a firm composed of J. M. Summers and R. A. Nichols is justly
 indebted to John A. Anderson & Co. in the sum of Two -
 hundred and fifty-five + $4\frac{2}{100}$ Dollars, after allowing
 all offsets and discounts and that the said J. M. Summers & Co.
 are about to fraudiently dispose of their property so that
 the ordinary process of law cannot be served upon them,
 and that this attachment is not sued out for the purpose
 of vexing or harrassing the said defendant or other improper
 motive.

Wm. M. Hundley Attorney for Jno. A. Anderson & Co.,
 Sworn to and subscribed before me this 6th day of January 1908
 Porter Bibb - V.P. & J.P. -

The State of Alabama } Circuit Court
 Limestone County } To my Sheriff of the State of Alabama - Greeting:
 You are hereby commanded to summon J. M. Summers & Co.
 a partnership composed of J. M. Summers and R. A. Nichols -
 and J. M. Summers and R. A. Nichols to appear at the
 next term of the Circuit Court to be held for said County
 at the usual place of holding the same then and there
 to answer the complaint of Jno. A. Anderson & Co. a partnership
 composed of John A. Anderson, C. D. Anderson and
 P. G. Coons -
 Witness this 23rd day of January 1908.
 J. E. Clem - Clerk -

Complaint
 Jno. A. Anderson & Co.
 a partnership composed of } U.S. { J. M. Summers & Co.
 Jno. A. Anderson. } a partnership composed of
 C. D. Anderson. } J. M. Summers and R. A. Nichols
 P. G. Coons } and J. M. Summers and R. A. Nichols
 Plaintiffs. } Defendants

The Plaintiff claims of the Defendants Two hundred fifty -
 five + $4\frac{2}{100}$ Dollars (\$255.42), due by promissory note made
 by them on the 10th day of September 1907, and due and payable
 on the 10th day of Nov. 1907 with interest thereon from date at
 8 Per cent per annum. The Plaintiffs claim of the Defendants
 the further sum of Twenty-five (\$25.00), Dollars as attorneys
 fees for the collection of said note, and the Plaintiffs aver that
 Twenty-five (\$25.00), Dollars is a reasonable attorneys fee in the
 premises, the Defendants having stipulated in said note
 to pay a reasonable attorneys fee in the collection of the
 same by law. The Plaintiffs aver that the Defendants

In writing in and by said note waived all right to claims
of exemptions under the constitution and laws of the
State of Alabama as against the collection of the debt
evidenced by said note.

Wm M Handley atty. for Plaintiffs -
Filed Jan'y 23rd 1908.

J. E. Clem - Clerk -

The State of Alabama }
 Limestone County } of the Circuit Court for Limestone County was
 returned a summons and complaint in words and figures
 #1041 following to wit:

State of Alabama }
 Limestone County } To Any Sheriff of the State of Alabama.

You are hereby commanded to summon Athens Cotton Mill Company,
 a domestic corporation, to appear at the next term of the Circuit
 Court to be held for said county at the place of holding the same,
 then and there to answer the complaint of J. F. Clark.

Witness my hand as clerk of said Court this the 18th day of Jan'y 1908
 J. E. Glem - Clerk -

Complaint

J. F. Clark, }
 Plaintiff. } V. D. { Athens Cotton Mill Company, a domestic
 Corporation, Defendant -

Count 1 - The Plaintiff claims of the Defendant seven
 hundred and ninety-five Dollars with interest thereon
 as damages for the breach of the following contract:

"Starkville, Miss, March 4th, 1907.

I hereby agree to employ J. F. Clark as Supt. of the Athens
 Alabama Cotton Mills for one year, at a guaranteed salary
 of sixteen hundred dollars and house rent beginning
 in April 1907. And I further more agree to pay him in addi-
 tion to this amount \$300⁰⁰ if he produces satisfactory
 results. And in return, he, J. F. Clark, promises to give me
 faithful and capable service.

Athens Cotton Mill Co. -

Per, T. M. Hobbs, Mgr. -

And Plaintiff alleges that he entered upon the performance
 of his duties on the day of April 1907 under said
 contract and continued in said service until Nov. 16th, 1907,
 on which date he was discharged from the service of the
 Defendant by it. And Plaintiff alleges that on said 16th
 day of Nov. 1907, he was ready, able and willing to perform
 his part of said contract and offered so to do.

Plaintiff further alleges that said contract was to be
 performed in Athens, Limestone County, Ala.

Count 2 - The Plaintiff claims of the Defendant
 seven hundred and ninety-five Dollars damages
 for the breach of the following contract:

"Starkville, Miss, March 4th, 1907.

I hereby agree to employ J. F. Clark as Supt. of the
 Athens Alabama Cotton Mills for one year, at a guaranteed
 salary of sixteen hundred dollars and house rent, beginning
 in April, 1907. And I further more agree to pay him in
 addition to this amount \$300⁰⁰ if he produces satisfactory
 results. And in return he, J. F. Clark, promises to

Give me faithful and capable service.

Athens Cotton Mill Co.

Per, T. M. Hobbs Mgr - "

Plaintiff alleges that said contract was breached in this: That on to wit: Nov 16th 1907, the Defendant through its agent T. M. Hobbs, wrongfully discharged the Plaintiff from the services of the Defendant. And Plaintiff alleges that he had entered upon said employment on the day of April 1907 and continued to perform his duties under said contract until said Nov. 16th 1907, and was willing, ready and able to perform his duties under said contract on said date.

Plaintiff further alleges that the Defendant's place of business was Athens, Limestone County, Alabama, and that said services of the Plaintiff were rendered and to be rendered at said place.

Count 3 - The Plaintiff sues to recover of the Defendant for a breach of the following contract:

Starkville Miss, March 4th 1907.

I hereby agree to employ J. F. Clark as Supt. of the Athens Alabama Cotton Mills for one year at a guaranteed salary of sixteen hundred dollars and house rent, beginning in April 1907. And I further more agree to pay him in addition to this amount \$300.00 if he produces satisfactory results. And in return he, J. F. Clark, promises to give me faithful and capable services.

Athens Cotton Mill Co.

Per, T. M. Hobbs, Mgr. "

Plaintiff alleges that said contract was breached by the Defendant in this: That on Nov 16th 1907 the Defendant's agent and servant, T. M. Hobbs, wrongfully discharged Plaintiff from the services of the Defendant and forbid and prevented the Plaintiff from completing his part of said contract, to his damage in the sum of Sixty-Six and 4/100 Dollars. Plaintiff further alleges that in and by said contract, the Plaintiff was to be furnished a house in Athens in which to live during the life of said contract; and Plaintiff alleges that the reasonable rental value of such house from Nov. 16th 1907 until the expiration of said contract, would be one Hundred and Twenty-five Dollars, which said sum is hereby specially claimed by reason of said breach of said contract. Plaintiff alleges that he entered upon the discharge of his duties under said contract on or about the day of April 1907, and continued in said service under said contract until said 16th day of Nov. 1907, and was ready

Willing and able on said 1st day of ~~April~~^{Nov.} 1907 to continue in the performance of his said duties under said contract. Plaintiff further alleges that said contract was to be performed in Limestone county, Alabama.

Count 4 - The Plaintiff claims of the Defendant the further sum of Eighty-one Dollars for services rendered from Nov. 1st to Nov. 16th, 1907 under the following contract:

"Starkville, Miss. March 4th, 1907.

I hereby agree to employ J. F. Clark as Supt. of the Athens Alabama Cotton Mills for one year, at a guaranteed salary of sixteen hundred Dollars and house rent beginning in April, 1907 - And I further more agree to pay him in addition to this amount \$300.00 if he produces satisfactory results - And in return he, J. F. Clark, promises to give me faithful and capable service -

Athens Cotton Mills Co.

Per: W. M. Hobbs Mgr.,

And Plaintiff claims interest on said amount, all of which is due and unpaid.

Count 5 - The Plaintiff claims of the Defendant the further sum of Fifty-four Dollars under the following circumstances: on, to wit: March 4th, 1907, the Plaintiff entered into a contract with the Defendant to work for said Defendant in the capacity of Superintendent of its cotton Mills located at Athens, Limestone County, Alabama for the term of one year.

And Plaintiff alleges that in and by said contract the Defendant agreed to pay a reasonable value for the rent of a house for the use of Plaintiff and his family in Athens, Alabama; and Plaintiff alleges that he contracted for the rent of a house in Athens and occupied the same from the day of April 1907 to the 1st day of Nov. 1907 and paid for said rent the said sum of Fifty-four dollars, which said sum the Defendant agreed to repay to this Plaintiff, which Defendant has failed to do and the same is due together with interest thereon.

Count 6 - The Plaintiff claims of the Defendant the sum of One thousand Dollars for that on, to wit: March 4th, 1907, The Defendant offered to employ Plaintiff to perform the duties of Superintendent of Defendant's cotton mills at Athens, Limestone County, Alabama for the term of one year, said services to begin in April 1907, said proposal or offer to employ being in writing and in words and figures as follows:

"Starkville, Miss. March 4th, 1907.

I hereby agree to employ J. F. Clark as Supt. of the Athens Alabama Cotton Mills for one year, at a

Guaranteed salary of sixteen hundred dollars, and house rent, beginning in April, 1907. And I further more agree to pay him in addition to this amount, \$300.00 if he produce satisfactory results. And in return, he J. P. Clark promises to give me faithful and capable service.

Athens Cotton Mill Co.

Per: T. M. Hobbs, Mgr.

And Plaintiff alleges that he on said March 4th, 1907 accepted said offer of employment and entered into the employment of Defendant as its Superintendent of its cotton mills at Athens, Alabama under said offer in April, 1907, and performed the duties of such Superintendent until Nov. 16th, 1907, at which date Plaintiff was prevented from completing his said contract of service for one year by the Defendant, through and by its agent or manager, T. M. Hobbs, who discharged Plaintiff from said service and refused to allow Plaintiff to continue or complete said contract for said service. Plaintiff alleges that on said Nov. 16th, 1907, he was ready, willing and able to discharge his said duties under said contract; and Plaintiff further alleges that he was ready, willing and able to perform his part of said contract. Plaintiff further alleges that Plaintiff and Defendant so construed said contract of service as to require Defendant to pay to Plaintiff one hundred and fifty-eight dollars monthly during the life of said contract, which said latter amount was due and to become due each and every month, and Plaintiff claims interest on said monthly payments from date of maturity.

Ballahan and Harris

Attorneys for Plaintiff

Filed Jan'y 18th, 1908.

J. E. Clem Clerk.

Executed by serving a copy of the within Summons and Complaint on T. M. Hobbs, as manager of the Athens Cotton Mill Company, at Athens Alabama. This 23rd day of January 1908.

Sheriff.

State of Alabama } To any lawful officer of the State of Alabama:
Limestone County } You are hereby commanded to summon J.M. Meadows
#1042. } to appear at my office on the 14th day of February, 1908, then and
there to answer the complaint of T.C. Abernathy.
Witness my hand this the 8th day of February 1908.

Ben. M. Sowell
Justice of the Peace

T.C. Abernathy Plaintiff }
V.S. } The Plaintiff claims of the Defendant
J.D. Meadows Defendant } The sum of Thirty-one (\$31.00) Dollars
due from him on account on day of January, 1907, for
work done and labor performed in the cleaning of 31000
brick at the price of 12¢ per thousand, with interest thereon
from date. Said work was done at the request of the
Defendant and said sum of money with interest thereon
is yet due and unpaid, and Defendant though often
requested has refused and still refuses to pay said
sum of money and interest thereon.

John B. McClellan and Fred Wall
Attorneys for Plaintiff

Executed by leaving a copy of within summons and complaint with
the Defendant on Feb. 10/08

Henderson Legg, Sheriff.
By R.F. Colbert S.D.S.

Filed March 4th 1908
J.E. Clem - Clerk -

The State of Alabama } In the Circuit Court
Limestone County }
#1042. T.C. Abernathy Plaintiff } V.S. { J.D. Meadows Defendant
The Defendant for answer to complaint of Plaintiff pleads
in short by consent:

- 1. - The general issue
- 2. - Payment
- 3. - Recoupment.

Wm. M. Hundley and James E. Horton Jr.

Filed March 31st 1908 Attorneys for Defendant.
J.E. Clem - Clerk -

In Justice Court of Ben M. Sowell.

T.C. Abernathy }
V.S. } To T.C. Abernathy, Plaintiff, in the above cause you are
J.D. Meadows } hereby notified that J.D. Meadows the Defendant in
the above cause has prayed an appeal from the judgment
rendered therein by me, and the said J.D. Meadows having
complied with the requirements of the law in such cause
the same has been granted to the next term of the Circuit Court
of Limestone County to be held for said county.

Given under my hand this 4th day of March 1908
Ben. M. Sowell J. P.

Executed by reading the within notice to T.E. Abernathy this March 5th 1908
 Henderson Legg Sheriff.
 By R.F. Collier S.D.S.

Statement of the case of T.E. Abernathy v.B. J.D. Meadows appealed from
 Justice Court of Ben M. Sowell to the Circuit Court of Limestone
 County.

T.E. Abernathy }
 v.B. } Account \$31⁰⁰
 J.D. Meadows }
 1908

Feby. 8th Summons and Complaint issued returnable Feby. 14th 1908.
 Feby. 10th Summons returned executed
 Feby. 14th Judgment against the Defendant and in favor of the
 Plaintiff for Thirty-one \$31⁰⁰, Dollars and cost of court.
 Ben M. Sowell J.P.

Feby. 18th Appeal bond approved and filed.
 March 4th Notice of appeal to T.E. Abernathy issued
 Bill of costs.

Issuing Summons and Complaint	.50
Docketing, 10, 1 Witness	.20
Approving appeal bond	1.00
Constable - Serving summons	unpaid 3.00
	\$3.00

I hereby certify that the foregoing is a true and correct statement
 of the case of T.E. Abernathy v.B. J.D. Meadows and the judgment
 rendered by me therein. I herewith transmit all the papers in
 said case.

Witness my hand this the 4th day of March 1908
 Filed March 4th 1908 Ben M. Sowell J.P.
 J.E. Clem - Clerk

State of Alabama }
 Limestone County } Personally appeared before me, J.E. Clem, Clerk of the
 #1042 Circuit Court in and for said county and state, H. Oliver an
 employee of T.E. Abernathy in cleaning of 31,000 brick on the premises of
 J.D. Meadows the Defendant in the above cause, who being duly sworn
 deposes and says that the above itemized statement of the
 account due by J.D. Meadows to T.E. Abernathy is true and correct after
 allowing all just credits and that the same is due and unpaid.

Hawkins Oliver
 Subscribed and sworn to before me this the 8th day of Feby. 1908
 J.E. Clem
 Clerk of Circuit Court

The State of Alabama }
 Limestone County } Know all men by these presents that we
 J.D. Meadows, E.D. Johnston, F.T. Rogers are held and firmly bound
 unto T.E. Abernathy in the just and full sum of Sixty-five
 Dollars for the payment of which, well and truly to be made

And done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly and by these presents. Sealed with our seals and dated this 18th day of Feby. 1908. The condition of this obligation is such, that whereas T.E. Abernathy has recovered a judgment against J.D. Meadows in the Justice Court of Ben. M. Sowell for said county, on the 14th day of Feby. 1908, for the sum of thirty-one Dollars debt and damages, and three + $\frac{25}{100}$ Dollars costs, from which judgment the said J.D. Meadows has obtained an appeal returnable to the next term of the Circuit Court of said county.

Now therefore if the said J.D. Meadows shall prosecute the said appeal to effect, or failing therein, shall pay and satisfy the judgment, both as to debt, damages and costs, which may be rendered against him in said cause by said court, then this obligation to be null and void otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claim of exemptions as to personal property we or either of us have now or may hereafter have, under the Constitution and Laws of Alabama, and we hereby severally certify that we have property free from all encumbrance, to the full amount of the above bond.

Witness our hands and seals this 18th day of Feby. 1908

Taken and approved this 18th day
of Feby. 1908

Ben. M. Sowell J.P.

Filed March 4th 1908. J.E. Clem - clerk -

J.D. Meadows	L.S.
B.O. Johnston	L.S.
T.T. Rogers	L.S.

Be it remembered that unto the April term 1908 of the Circuit Court of Limestone County Alabama was returned a Summons and Complaint in words and figures following, to wit:

The State of Alabama

Limestone County

To Any Sheriff of the State of Alabama— Greeting
 you are hereby commanded to summon W.D. McKissick and F.M. McLin
 #1043 To appear at the next term of the Circuit Court to be held for said county, at the place of holding the same, then and there to answer the complaint of Jacob Markowitz.
 Witness my hand this 5th day of March 1908.

J.E. Clem. Clerk.

Complaint

Jacob Markowitz Plaintiff
 V.S.

W.D. McKissick and
 F.M. McLin Defendants

The Plaintiff claims of the Defendants the sum of One hundred and fifty dollars due by promissory note made by the Defendants on to wit: January 13th 1906, and payable to Markowitz & Fisher on or before the 1st day of November 1906, with interest thereon at the rate of 8% per annum from maturity. Plaintiff avers that he is now the owner of said note. The Plaintiff admits credits on said note to the amount of \$ Seventeen + 4/100 Dollars as of Jan'y 1st 1907. The Plaintiff claims of the Defendants the further sum of 10% of the amount due on said note as attorneys fees 10% attorneys fees having been stipulated for in said note for the collection of the same. The Plaintiff avers that the Defendants waived in writing all rights of exemption allowed to them under the Constitution and Laws of the State of Alabama as against this debt.

H.C. Phach. Attorney for Plaintiff.

Filed March 5th 1908,

J.E. Clem. Clerk.

I have executed the within writ March 7th 1908 by leaving a copy of the within Summons & Complaint with W.D. McKissick and F.M. McLin Defendants.

Sheriff

The State of Alabama
 Limestone County

In Circuit Court Spring Term 1908.

Jacob Markowitz
 V.S.

W.D. McKissick and
 F.M. McLin

Comes the Defendants by their attorney and for answer to the Plaintiffs complaint in this cause says that they have paid the debt for the recovery of which action was brought before this action was commenced.

W.H. Turrentine. Atty for Defs.

Filed March 30th 1908.

J.E. Clem - Clerk -

Be it remembered that unto the April term 1908 of the Circuit Court of Limestone County Alabama was returned a summons and Complaint in words and figures following, to wit:

The State of Alabama)

Limestone County } To Any Sheriff of the State of Alabama:

1044 You are hereby commanded to summon John B. Wright, to appear at the next term of the Circuit Court, to be held for said county, at the place of holding the same, then and there to answer the complaint of James E. Horton.

Witness my hand this 4th day of March, 1908.

J. E. Clem - Clerk -

- Complaint -

James E. Horton, Plaintiff } V.S. { John B. Wright - Defendant

The Plaintiff claims of the Defendant, one hundred forty-one and $\frac{28}{100}$ Dollars, due by promissory note made by Defendant on the 24th day of June, 1907, and due and payable on the 1st day of Jan'y, 1908, with interest at 8% per annum from date thereof; And Plaintiff avers that as far as this debt costs and attorney's fees is concerned, the Defendant waived in writing the right at all exemptions under the Constitution and Laws of the State of Alabama; And Plaintiff avers that by said note the Defendant agreed to pay all costs and expenses incurred in the collection of said note including ten per cent attorney's fees and Plaintiff claims the further sum of 10% of the amount due by said note as attorney's fees incurred in its collection.

James E. Horton Jr. - Attorney for Plaintiff.

Filed March 6th 1908,

J. E. Clem. Clerk.

I have executed this writ this March 9th 1908, by leaving a copy of the within summons and complaint with John B. Wright.

Henderson Legg - Sheriff.
By J. W. Legg Sec. D.S.

Be it remembered that unto the April term 1908, of the Circuit Court of Limestone County Alabama, was returned a summons and complaint in words and figures following to wit:

The State of Alabama, Circuit Court -

Linestone County } To Any Sheriff of the State of Alabama:

#1043 You are hereby commanded to summon Mary E. Fletcher and John R. Moore, to appear at the next term of the Circuit Court, to be held for Linestone County, at the place of holding the same, then and there to answer the complaint of R. A. Smith, W. H. Nelson, R. N. Cartwright, H. C. Cartwright and J. W. Filman, formerly partners trading and doing business under the firm name and style of Smith, Nelson and Cartwright.

Witness my hand, this 6th day of March 1908.

J. E. Clem - Clerk -

R. A. Smith, W. H. Nelson,
R. N. Cartwright, H. C. Cartwright
and J. W. Filman, formerly
partners trading and doing
business under the style
and firm name of
Smith, Nelson and Cartwright,

v. s.

Mary E. Fletcher and
John R. Moore
Defendants

Plaintiffs

Plaintiffs claim of the Defendants the sum of Two Hundred, sixty-one + 11/100 (\$261.11, Dollars) due by a certain note in writing, commonly called a promissory note, executed by Defendants on, to wit: the 13th day of February, 1907, and due and payable on the 1st day of January, 1908, with interest from maturity at the rate of 8% per annum. Said amount with interest from maturity is still due and unpaid, although Defendants have often been requested to pay same. And Plaintiffs aver that so far as this debt, the costs and attorneys fees are concerned, the Defendants waived in writing the right to all exemptions under the Constitution and Laws of the State of Alabama. And Plaintiffs aver that by said note the Defendants agree to pay all costs and expenses incurred in the collection of said note including 10% Attorneys fees and Plaintiff claims the further sum of ten per cent, 10% of the amount due by said note as attorneys fees incurred in its collection.

Fred Wall, Attorney for Plaintiffs -

Filed March 6th, 1908,

J. E. Clem - Clerk.

I have executed this writ this March 7th 1908, by leaving a copy of the within Summons and Complaint with Mary E. Fletcher and John R. Moore.

Henderson Legg Sheriff
By J. W. Legg Spe. D. S.

Be it remembered that unto the April term 1908, of the Circuit Court, for Limestone County Alabama, was returned a summons and complaint in words and figures following, to wit:

The State of Alabama,
Limestone County
\$1046

To Any Sheriff of the State of Alabama.
You are hereby commanded to summon U. G. White to appear at the next term of the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of Louis Hornman and Sol Sawyer, partners trading and doing business under the firm name and style of Hornman, Sawyer & Co.

Witness my hand this the 7th day of March 1908,
J. E. Clem, Clerk.

- Complaint -

Louis Hornman and
Sol Sawyer, partners
trading and doing business
under the firm name and style
of Hornman, Sawyer & Co.

VS { U. G. White,
Defendant

Plaintiffs

The Plaintiffs claim of the Defendant one Hundred, Forty. Seven $\frac{45}{100}$ Dollars due from him by account on to wit: The 5th day of March, 1908, which sum of money, with the interest thereon is still unpaid.

The said account is verified by affidavit. The Plaintiffs claim of the Defendant the like sum of one Hundred, Forty. Seven $\frac{45}{100}$ Dollars due from him by account for merchandise, goods and chattels sold by the Plaintiffs to the Defendant, on to wit: the 21st day of October, 1907, which sum of money, with the interest thereon, from March 5th 1908. is still unpaid.

The said account is verified by affidavit.

W. F. Sanders, Attorney for Plaintiff,

Filed March 7th 1908

J. E. Clem, Clerk.

I have executed this writ this March 7th 1908, by leaving a copy of the within summons and complaint with U. G. White.

H. Legg, Sheriff.

Be it remembered that unto the April term 1908 of the Circuit Court, for Limestone County, was returned a summons and complaint in words and figures following to wit:

The State of Alabama, } To Any Sheriff of the State of Alabama:

#1047 Limestone County } You are hereby commanded to summon John W. McCracken to appear at the next term of the Circuit Court to be held for said county, at the place of holding the same, then and there to answer the complaint of The First National Bank of Athens Alabama.

Witness my hand this 9th day of March, 1908.

J. E. Clem - Clerk -

- Complaint -

The First National Bank
of Athens Alabama,

v. s. { John W. McCracken,
Defendant

1. The Plaintiff ^{The First National Bank of Athens, Alabama} claims of the Defendant the sum of Fifty Dollars, with interest thereon from the 18th day of January, 1905, being the amount due by promissory note made by him, and the following other makers viz: Owen Black, J. T. Bates, Thompson Bros & Phillips, J. W. Filman & Co, Britz Wallace, J. F. Cox, Eugene Horton, E. D. Lerman, C. S. Seavey, J. C. Christensen & Co, Gilbert Drug Co, W. F. Johnson, C. E. Frost, C. L. Grisham, H. Carl Cartwright and Smith Nelson and Cartwright, - for the sum of nine hundred dollars with interest from date, at 6% per annum on the 18th day of January 1905, and payable on Oct 1st, 1906, to J. Grouch & Son, and the Plaintiff afterwards became and still is the owner and holder thereof; said amount with said interest is due and unpaid.

The Plaintiff avers that the said note provided for reasonable attorney's fees in case suit was brought, and claims the further sum of Fifteen Dollars as Attorney's fee incurred in its collection.

2 - The Plaintiff claims of the Defendant the further and other sum of Fifty Dollars, with interest thereon from the 18th day of January, 1905, being the amount due by promissory note made by him, and the following other makers viz: Owen Black, J. T. Bates, Thompson Bros & Phillips, J. W. Filman & Co, Britz Wallace, J. F. Cox, Eugene Horton, E. D. Lerman, C. S. Seavey, J. C. Christensen & Co, Gilbert Drug Co, W. F. Johnson, C. E. Frost, C. L. Grisham, H. Carl Cartwright and Smith Nelson & Cartwright - on the 18th day of January, 1905, for the sum of nine hundred dollars, with interest from the date thereof at 6% per annum and payable on Oct 1st, 1907, to J. Grouch & Son, which note has been duly transferred and assigned to the Plaintiff, and the Plaintiff became and still is the owner and holder thereof; said amount with said interest is due and unpaid.

And the Plaintiff avers that the said note provided for reasonable attorney's fee in case suit was brought, and claims the further sum of Fifteen Dollars as attorney's fee in its collection.

James E. Horton Jr.
Attorney for Plaintiff

Filed March 9th 1908.

J. E. Clem - Clerk -

I have executed this writ, this March, 9th 1908, by leaving a copy of the within summons and complaint with John W. McCracken Henderson Legg, Sheriff.

By H. D. Legg D.S.

Be it remembered that unto the April term, 1908, of the Circuit Court for Limestone County, was returned a summons and complaint in words and figures following to wit:

The State of Alabama } To Any Sheriff of the State of Alabama:
Limestone County } You are hereby commanded to summon Dee Fuller,
To appear at the next term of the Circuit Court, to be held for said county,
at the place of holding the same, then and there to answer the complaint
of Isaac Townsend, Prince Townsend and Wash Townsend.
Witness my hand this 2nd day of March, 1908.

J. E. Clem - Clerk -

The State of Alabama, } In The Circuit Court.
Limestone County. }

1048 Isaac Townsend Prince Townsend } U.S. { Dee Fuller
and Wash Townsend } Plaintiffs } Defendant

1- The Plaintiffs sue to recover possession of the following tract of land to wit: North half of South-west quarter of Section Twenty-nine Township Three Range four west lying and being situated in Limestone County State of Alabama of which they were in possession and upon which pending such possession and before the commencement of this suit the Defendant entered and unlawfully withholds together with two hundred dollars for the detention thereof.

2- The Plaintiffs sue to recover possession of the following tract of land to wit: The North half of South-west quarter of Section Twenty-nine Township Three Range four, west lying and being situated in Limestone County State of Alabama to which they have the legal title and upon which while Plaintiffs were so entitled and before the commencement of this suit the Defendant entered and unlawfully withholds together with two hundred dollars for the detention thereof.

3- The Plaintiffs sue to recover possession of the following tract of land to wit: The North half of South-west quarter of Section Twenty-nine Township Three Range four, west lying and being situated in Limestone County, State of

Alabama, that they have the legal title thereto, and that the Defendant entered thereupon, and unlawfully withholds and detains the same together with two hundred dollars for the detention thereof.

Jno. B. McClellan

James E. Horton Jr.

Attorneys for Plaintiffs

Filed March, 2nd 1908,

J. E. Clem - Clerk -

I have executed this writ this May 1908, by leaving a copy of the within summons and complaint with Dee Fuller -

Sheriff

Be it remembered that unto the April term 1908, of the Circuit Court for Limestone County Alabama, was returned a summons and complaint in words and figures following, to wit:

The State of Alabama, } To Any Sheriff of the State of Alabama:
Limestone County, } You are hereby commanded to summons
#1049 Thomas Benton Isom, to appear at the next term of the
Circuit Court to be held for said county, at the place of
holding the same, then and there to answer the complaint
of William B. Russell an individual trading and doing
business under the firm name and style of W.B. Russell & Co.
Witness my hand this 27th day of March 1908
J. E. Clem - Clerk -

- Complaint -

William B. Russell an individual
Trading and Doing Business under
the firm name and style of W.B. Russell & Co.
Plaintiffs } V. S. { Thomas Benton Isom,
Defendant

1- The Plaintiffs claim of the Defendant the sum of Sixty-five Dollars due by promissory note made by the Defendant by the name of T.B. Isom on the 15th day of Oct 1904, and payable to the Plaintiff by the name of W.B. Russell & Co, on the 25th day of Dec, 1904, with interest thereon. The Plaintiff admits the following credits on said note: \$10⁰⁰ Dec 22nd 1904, \$10⁰⁰ Sept. 29th 1905, \$10⁰⁰ Dec. 7th 1905, and \$10⁰⁰ Dec. 6th 1906.

The Plaintiff claims of the Defendant the further and other sum of Five Dollars as attorneys fee for the collection of said note, the Defendant having agreed in said note to pay all attorneys fees for its collection, and the Plaintiff avers that five dollars is a reasonable attorneys fee in the premises for the collection of said note.

The Plaintiff avers that the Defendant in writing in and by said note waived all right to exemptions under the Constitution and Laws of the State of Alabama as against the payment of the debt evidenced by said note.

II The Plaintiff claims of the Defendant the other and further sum of Forty-five Dollars due by promissory note made by the Defendant, by the name of T.B. Isom, on the 4th day of June, 1905, and payable to the Plaintiff by the name of W.B. Russell & Co. on the 1st day of Dec. 1905, with interest thereon. The Plaintiff admits that said note is entitled to a credit of \$12.⁰⁰ credit of May, 19th 1906. The Plaintiff claims of the Defendant the further sum of five dollars as attorney's fee for the collection of said note, The Defendant having agreed in said note to pay all attorney's fees for its collection, and the Plaintiff avers that five dollars is a reasonable attorney's fee in the premises for the collection of said note. The Plaintiff avers that the Defendant in writing in and by said note waived all right to exemptions under the Constitution and Laws of the State of Alabama as against the payment of the debt evidenced by said note.

W.F. Sanders,

Attorney for Plaintiff.

Filed March 27th 1908,

J.E. Clem - Clerk.

I hereby certify that I have executed this writ this April 1st 1908, by leaving a copy of the within Summons and Complaint with Thos. Benton Isom.

H.C. Legg - Sheriff.

Be it remembered that unto the April term 1908 of the Circuit Court, for Limestone County Alabama, was returned a Summons and Complaint in words and figures following, to wit:

The State of Alabama,
Limestone County.

#1050

To my Sheriff of the State of Alabama:

You are hereby commanded to summon John H. Jones to appear at the next term of the Circuit Court to be held for said county, at the place of holding the same then and there to answer the complaint of William B. Russell an individual trading and doing business under the firm name and style of W.B. Russell & Co. Witness my hand this 27th day of March 1908,

J.E. Clem - Clerk.

- Complaint -

William B. Russell an individual trading and doing business under the firm name and style of W.B. Russell & Co.

Plaintiff

{ V.S. {

John H. Jones
Defendant

I The Plaintiff claims of the Defendant the sum of Eighteen Dollars due by promissory note made by the Defendant, by the name of J. H. Jones, on the 27th day of March, 1906 and payable to the Plaintiff by the name of W. B. Russell & Co. on Nov. 1st after date, to wit: Nov. 1st 1906, with interest thereon.

The Plaintiff claims of the Defendant the further sum of ten per cent of the amount due on said note as attorneys fees for the collection thereof, the Defendant having agreed in said note to pay said sum of ten per cent thereof for its collection. The Plaintiff avers that the Defendant in writing in and by said note, waived all rights to exemptions under the Constitution and Laws of the State of Alabama as against the collection of the debt evidenced by said note.

II The Plaintiff claims of the Defendant the other and further sum of Thirty-seven + ⁵⁰/₁₀₀ Dollars due by promissory note made by the Defendant, by the name of J. H. Jones, on the 9th day of June 1906, and payable to the Plaintiff by the name of W. B. Russell & Co. on November 15th after date to wit: Nov 15th 1906, with interest thereon. The Plaintiff claims of the Defendant the further sum of ten per cent of the amount due on said note as attorneys fees for the collection thereof the Defendant having agreed in said note to pay said sum of ten per cent thereof for its collection. The Plaintiff avers that the Defendant in writing in and by said note waived all rights to exemptions under the Constitution and Laws of the State of Alabama as against the collection of the debt evidenced by ^{said} note.

H. F. Sanders

Filed March 27th 1908.

Attorney for Plaintiff

J. E. Glenn - Clerk

Alias issued April 17th 1908. By order of the Court at the April term thereof.

J. E. Glenn - Clerk

Be it remembered that unto the ^{4th} term 1908, of the Circuit Court, for Limestone County Alabama, was returned a Summons and Complaint in words and figures following to wit:

Circuit Court

The State of Alabama,) To my Sheriff of the State of Alabama - Greeting:
Limestone County,) You are hereby commanded to summon

1031 Dan Barningfield to appear at the next term of the Circuit Court to be held for said county, at the usual place of holding the same then and there to answer the complaint of Alice L. Engelbert.

Witness my hand this

day of April 1908.

J. E. Glenn - Clerk

Complaint

Alice L. Engelbert Plaintiff
V. B.
Dan Benningfield Defendant

The Plaintiff claims of the Defendant Two hundred and Fifty Dollars due by a certain note and mortgage executed by him on the 18th day of March 1900, and payable to Miss Carrie Engelbert and by her assigned to the Plaintiff on the 1st day of November 1900 with interest from date of maturity.

The Plaintiff avers that the said note and mortgage provided for all attorneys fees incurred for collecting the same, and claims the further sum of Twenty-five Dollars as attorneys fees for collecting same. Plaintiff further avers that the Defendant waived in writing all right to claim of exemption under the Constitution and Laws of the State of Alabama as to the debt evidenced by said instrument. And Plaintiff avers that the following credits appear on said instrument April 28th 1902 By accepting of Bill Hobbs for mule Hulda \$25.00 By cash this April 28th 5.00

2 - The Plaintiff claims of the Defendant Two hundred and Fifty Dollars due by promissory note made by him on the 18th day of March 1900, and payable on the 1st day of November 1900 to Miss Carrie Engelbert, and by her assigned to the Plaintiff, with interest from date of maturity. And the Plaintiff avers that the Defendant waived in writing all right to claim of exemption under the Constitution and Laws of the State of Alabama as to the debt of which said note is evidence, and Plaintiff avers that there are the following credits on said note April 28th 1902 by accepting of Bill Hobbs for mule Hulda \$25.00 by cash this April 28th 5.00

Filed April 15th 1908.

J. E. Clem - Clerk.

James E. Horton Jr.
Attorney for Plaintiff

Be it remembered that unto the Circuit Court for Limestone County Alabama, October Term 1908, was returned a summons and complaint in words and figures following to wit:

The State of Alabama,
Limestone County.

Circuit Court.

To Any Sheriff of the State of Alabama:

1052

You are hereby commanded to summon J. B. Gamble, to appear at the next term of the Circuit Court, to be held for said county, at the place of holding the same then and there to answer the complaint of Jefferson D. Pullen, John M. Harwood, Samuel B. Young and Nathan A. Crocket, formerly partners trading and doing business under the firm name and style of Pullen-Harwood Grocery Company. Witness my hand this 25th day of April 1908.

J. E. Clem - Clerk.

Complaint

Jefferson D. Pullen,
 John M. Harwood
 Samuel B. Young,
 Nathan A. Crocker.
 formerly partners trading
 and doing business under
 the firm name and style of
 Pullen-Harwood Grocery Co.
 Plaintiffs.

v s

J. G. Gamble.
 Defendant.

The Plaintiffs claim of the Defendant
 Two hundred and seventy-one + $\frac{92}{100}$ Dollars due from
 him by account on to wit the 17th day of April, 1908. which sum
 of money, with the interest thereon, is still unpaid. The said account
 is verified by affidavit.

The Plaintiffs claim of the Defendant the like sum of two hundred
 and seventy-one + $\frac{92}{100}$ Dollars due from him on account stated
 between the Plaintiffs and the Defendant on to wit the 17th day of
 April, 1908, which sum of money, with the interest thereon is still
 unpaid.

The said account is verified by affidavit.

W. F. Sanders

Plaintiff's Attorney

Filed April 25th 1908.

J. E. Plenn. Clerk.