

716

THE WIGGINS ESTATE COMPANY
INC., A CORPORATION,
PLAINTIFF.

VS:
FINLAY OWENS,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

In this cause plaintiff having filed with the clerk of said court a demand for judgment by default under Rule 9 of the Rules of court promulgated for the Twenty-First Judicial Circuit of Alabama, and the Clerk of said court having forwarded to the presiding Judge the original papers and the affidavits filed in support of the correctness and amount of the demand sued on, and it being made to appear to the Court that a copy of the summons and complaint in said cause was duly and legally served on the defendant Finlay Owens on November 24, 1941 by the sheriff of Baldwin County, Alabama and that the said Finlay Owens has to this date failed to plead, answer or demur to the said complaint, and remains wholly in default:

Now, therefore, on motion of the plaintiff it is ordered, adjudged and decreed by the court that the plaintiff do have and recover of the defendant its damages in this behalf expended on the promissory note sued on and containing a waiver of exemption as to personal property. But in as much as said damages are uncertain, the court proceeds to consider the evidence offered by the plaintiff, and from said evidence assess^{es} the plaintiff's damages at the sum of Seven Hundred Fifty-One and 60/100 (\$751.60) Dollars.

It is, therefore, ordered, adjudged and decreed by the Court, and it is the judgment of the Court, that the

plaintiff The Wiggins Estate Company, Inc. do have and recover of the defendant Finlay Owens the sum of Seven Hundred Fifty-One and 60/100 (\$751.60) Dollars, together with its costs in this behalf expended, for the recovery of which let execution issue. It is further ordered, adjudged and decreed by the court that as against the collection of said judgment the defendant has no right of exemption of personal property.

Upon motion of plaintiff, it is ordered that it be allowed to withdraw the original note sued on and offered in evidence, a copy thereof being substituted.

This 18th day of February 1942.



Judge of Circuit Court of
Baldwin County, Alabama.

THE WIGGINS ESTATE COMPANY
INC., A CORPORATION,

PLAINTIFF.

VS:

FINLAY OWENS,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes The Wiggins Estate Company, Inc. a corporation, by
of
McMillan, Caffey & McMillan its attorneys/record, and deeming
itself entitled to a judgment by default in the above entitled
cause does hereby make demand therefor, and does request the
Clerk of the Circuit Court of Baldwin County, Alabama to note
the filing of such demand on the appearance docket and to
forward to the Judge of the Circuit Court of said County all
papers in this case, unless said Judge is to be at the court
house of said County within five days from the time of the
filing of this demand. The plaintiff files herewith proof
by affidavit as to the correctness of the claim sued on and
the amount of the indebtedness now due; all as provided by
Rule 9 of the Rules of Court promulgated for the Twenty-First
Judicial Circuit.

The plaintiff in said cause further moves that it be
permitted to substitute a copy of the promissory note sued
on, and a copy for this purpose is attached to the affidavit
of Ed. Leigh McMillan, its president, along with the original
of said promissory note.

McMILLAN, CAFFEY & McMILLAN

BY: 
Attorneys for Plaintiff

Circuit Court. Law Side.
Baldwin County, Alabama.

.....

The Wiggins Estate Co., Inc.,

Plaintiff,

Vs.

Finlay Owens,

Defendant.

.....

DEMAND FOR JUDGMENT BY
DEFAULT.

.....

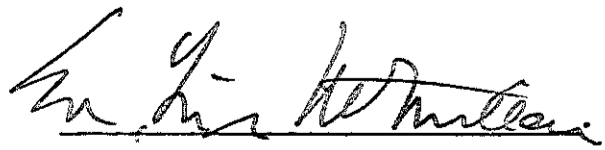
Filed February 18, 1942.

R. S. Dyer
Clerk.

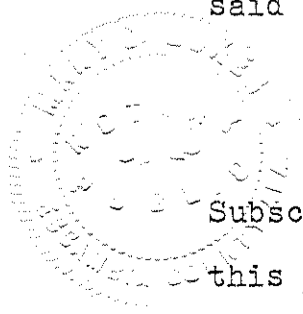
RECORDED

STATE OF ALABAMA)
)
ESCAMBIA COUNTY)

Before me Mary C. Luker, a Notary Public in and for said County in said State personally appeared Ed. Leigh McMillan, who upon oath deposes and says that he is president of The Wiggins Estate Company, Inc. a corporation organized and existing under law of the State of Alabama, and as such officer is familiar with the matters and facts herein set out; that on May 12, 1934 The Wiggins Estate Company, Inc. loaned to Finlay Owens the sum of Six Hundred and no/100 (\$600.00) dollars and to evidence said indebtedness the said Finlay Owens delivered to The Wiggins Estate Company, Inc. his promissory note for this amount dated May 12, 1934, payable six months after date at the Citizens Bank, Brewton, Alabama, together with interest at the rate of 8% per annum from January 1, 1934, the original of which note, together with a copy thereof for the court files, is hereto attached and offered in evidence; that the said Finlay Owens is indebted to The Wiggins Estate Company, Inc. by way of principal and interest on said note to the date of this affidavit, and figuring interest at the now legal rate of 6% per annum, in the sum of Six Hundred Seventy-Six and 60/100 (\$676.60) dollars. Affiant further says that it became necessary to place said note in the hands of attorneys for the purpose of filing suit thereon, and that it provides for the payment of a reasonable attorney's fee in such event as will appear by a reading of said promissory note, and that a reasonable attorney's fee has been claimed in said suit. Affiant further says that in and by the terms of the said note Finlay Owens waived as to said debt all right of exemption under the Constitution and laws of the State of Alabama and that the benefit of this waiver of exemption as to personal property of Finlay Owens was claimed in said suit, and is now claimed.



Subscribed and sworn before me,
this 17th day of February 1942.
Mary C. Luker
Notary Public Escambia County, Ala.



Circuit Court. Law Side.
Baldwin County, Alabama.
.....

The Wiggins Estate Company,
Inc., a corporation,

Plaintiff,

Vs.

Finlay Owens,

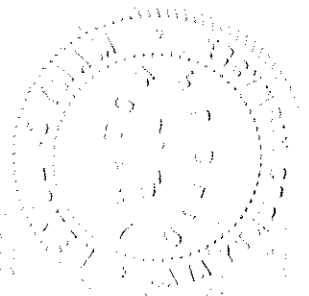
Defendant.

.....
AFFIDAVIT OF ED LEIGH McMILLAN.
.....

Filed February 18, 1942.

Resnick
Clerk.

RECORDED



Brewton, Alabama, May 12, 1934

\$ 600.00

Six months after date, without grace, I promise to pay to the order of
THE WIGGINS ESTATE., INC.,

~~CITIZENS BANK~~, BREWTON, ALABAMA

-----SIX HUNDRED-----

DOLLARS

for value received, Payable at the CITIZENS BANK, in Brewton, Alabama, together with interest at
the rate of 8 per cent. per annum from January 1st, 1934

THERE HAS BEEN DEPOSITED AND PLEDGED AS COLLATERAL SECURITY FOR THE PAYMENT OF THIS NOTE, OR ANY OTHER
LIABILITY OR LIABILITIES OF THE UNDERSIGNED TO THE OWNER THEREOF, WHETHER THE SAME BE NOW EXISTING OR HERE-
AFTER CONTRACTED, NOW DUE, OR HEREAFTER TO BECOME DUE, THE FOLLOWING PROPERTY, TO-WIT:

50 shares of the capital stock of the Commonwealth &
Southern Corporation, as evidenced by Stock Certificate
No. 371516 issued in the name of Findlay A. Owens;

AND FULL POWER IS HEREBY GRANTED TO SELL, ASSIGN OR DELIVER THE WHOLE OR ANY PART THEREOF, OR ANY SUBSTITUTE
THEREFOR, OR ANY ADDITION THERETO, AT PUBLIC OR PRIVATE SALE, AT THE OPTION OF THE OWNER OR HOLDER OF THIS
NOTE, HIS, THEIR, OR ITS ASSIGNS, ON THE NON-PERFORMANCE OF THIS PROMISE, OR NON-PAYMENT OF ANY OF THE LIABIL-
TIES ABOVE NAMED, AT ANY TIME OR TIMES THEREAFTER, WITHOUT ADVERTISEMENT OR NOTICE WHICH IS HEREBY EXPRESSLY
WAIVED, AND AT SUCH SALE THE OWNER OR HOLDER OF THIS NOTE MAY PURCHASE THE WHOLE OR ANY PART OF SAID SECURI-
TIES DISCHARGED FROM ANY RIGHT OF REDEMPTION, OR LIABILITY FOR CONVERSION, IN CASE OF DEPRECIATION IN THE MAR-
KET VALUE OF THE SECURITIES HEREBY PLEDGED, OR THAT MAY HEREAFTER BE PLEDGED, FOR THE PAYMENT OF THIS NOTE,
OR IF FROM ANY CAUSE WHATEVER SAID SECURITIES PLEDGED CEASE TO BE SATISFACTORY COLLATERAL TO THE OWNER OR
HOLDER OF THIS NOTE FOR THIS DEBT, ITS RENEWAL OR SUBSTITUTE, THE UNDERSIGNED HEREBY AGREES TO DEPOSIT ADDI-
TIONAL SECURITY FROM TIME TO TIME AS DEMANDED, AND FAILING TO DEPOSIT ADDITIONAL SECURITY TO THE SATISFACTION
OF THE OWNER OR HOLDER HEREOF, THIS NOTE SHALL BECOME DUE AND PAYABLE FOR ALL PURPOSES, AND A SALE OF THE
COLLATERAL PLEDGED MAY BE MADE IMMEDIATELY AS PROVIDED FOR ABOVE. THE OWNER OR HOLDER OF THIS NOTE MAY
BUY ANY OF SAID COLLATERAL AT PRIVATE SALE, WITH OR WITHOUT NOTICE, AT THE MARKET PRICE, AND IF THERE IS NO MAR-
KET PRICE, THEN AT ITS VALUE; AND THE PROCEEDS OF ANY SUCH SALES SHALL BE APPLIED FIRST TO THE PAYMENT OF THE
EXPENSES OF MAKING SUCH SALE, TOGETHER WITH A REASONABLE ATTORNEY'S FEE, IF ANY ATTORNEY IS EMPLOYED, OR CON-
SULTED, SECOND, TO THE PAYMENT OF THE PRINCIPAL DEBT HEREBY SECURED AND THE INTEREST THEREON; THIRD, TO THE
PAYMENT OF ANY OTHER DEBT WHICH THE UNDERSIGNED MAY NOW OR HEREAFTER OWE THE OWNER OR HOLDER OF THIS
NOTE, EITHER AN PRINCIPAL, SURETY, ENDORSER, OR OTHERWISE, AND IF ANY SURPLUS REMAINS, THE SAME SHALL BE PAID
TO THE UNDERSIGNED.

THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY, OR GUARANTOR, EACH FOR HIMSELF, HEREBY
SEVERALLY AGREES TO PAY THIS NOTE AND WAIVES AS TO THIS DEBT, ALL RIGHT OF EXEMPTION UNDER THE CONSTITUTION
AND LAWS OF ALABAMA, OR ANY OTHER STATE AND THEY EACH SEVERALLY AGREE TO PAY ALL COSTS OF COLLECTING, OR SE-
CURING, OR ATTEMPTING TO COLLECT OR SECURE THIS NOTE, INCLUDING A REASONABLE ATTORNEY'S FEE, WHETHER THE SAME
BE COLLECTED OR SECURED BY SUIT OR OTHERWISE, AND THE MAKER, ENDORSER, SURETY OR GUARANTOR, OF THIS NOTE
SEVERALLY WAIVES DEMAND, PRESENTMENT, PROTEST, NOTICE OF PROTEST, SUIT AND ALL OTHER REQUIREMENTS NECESSARY
TO HOLD THEM.

ATTEST: _____ Finlay Owens _____ (Seal)

_____ (Seal)

_____ (Seal)

Copy

STATE OF ALABAMA, :
BALDWIN COUNTY. :

IN CIRCUIT COURT.

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

You are hereby commanded to summon Finlay Owens to appear within thirty days from the service of this writ in the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of The Wiggins Estate Co., Inc., a corporation.

WITNESS my hand, this 22 day of November, 1941.

Robert L. ...
Clerk.

C O M P L A I N T .

THE WIGGINS ESTATE CO., :
INC., : vs. : FINLAY OWENS,
Plaintiff, : Defendant.

(1) The plaintiff claims of the defendant Six Hundred Dollars (\$600.00), due by promissory note made by him on the 12th day of May, 1934 and payable six months after date, together with the interest thereon from January 1st, 1940.

(2) The plaintiff claims of the defendant Seventy-Five Dollars (\$75.00) as a reasonable attorneys' fee for filing suit on the above-mentioned note, as provided for in and by the terms thereof.

McMILLAN, CAFFEY & McMILLAN,
Attorneys for Plaintiff,
By: Charles ...
Member of Firm.

The plaintiff avers that the defendant in and by the terms of the note hereinabove declared on waives as to the debt evidenced thereby all rights of exemption under the constitution and laws of Alabama, or any other state, and the plaintiff hereby claims the benefit of said waiver on the part of defendant.

McMillan, CAFFEY & McMILLAN,
Attorneys for Plaintiff,
By: John ...
Member of Firm.

Received in Sheriff's Office

this 22 day of Nov, 1941

W. R. STUART, Sheriff

Executed, on this the 24th day of Nov, 1941, by serving a copy of the within summons and complaint on Finlay Owens.

W. R. Stuart
Sheriff.

By B. J. Guerea
Deputy-Sheriff.

716

THE WIGGINS ESTATE CO., INC.

vs.

FINLAY OWENS

IN CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

RECORDED

SUMMONS AND COMPLAINT.

Lotley Ala

John W. McC...
Nov 22 1941
Richard
llm

McMILLAN, CAFFEY & McMILLAN
ATTORNEYS AT LAW
BREWTON, ALA.

Brewton, Alabama, May 12, 1934.

\$600.00

Six months after date, without grace, I promise to pay to the order of THE WIGGINS ESTATE CO., INC.

CITIZENS BANK, BREWTON, ALABAMA

----- SIX HUNDRED ----- DOLLARS

for value received. Payable at the CITIZENS BANK, In Brewton, Alabama, together with interest at the rate of 8 per cent. per annum from January 1st, 1934.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property, to-wit:

50 shares of the capital stock of The Commonwealth & Southern Corporation, as evidenced by Stock Certificate No. 371516 issued in the name of Findlay A. Owens;

and full power is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time or times thereafter, without advertisement or notice which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereafter be pledged, for the payment of this note, or if from any cause whatever said securities pledged cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this note may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if any attorney is employed, or consulted. Second, to the payment of the principal debt hereby secured and the interest thereon; Third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, all right of exemption under the constitution and laws of Alabama, or any other state and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

ATTEST:.....

Findlay Owens (SEAL)

..... (SEAL)

..... (SEAL)

CERTIFICATE OF JUDGMENT

The State of Alabama }
Baldwin County }

Circuit Court, February Term, 19 42.

~~THE WIGGINS ESTATE CO., INC~~

PLAINTIFF

Vs.

~~FINLAY OWENS~~

DEFENDANT.

I, R. S. DUCK, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 18th day of February, 19 42,

a Judgment was rendered by said Court in the above stated cause, wherein

~~THE WIGGINS ESTATE CO., INC~~

was Plaintiff and FINLAY OWENS

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

SEVEN HUNDRED FIFTY-ONE AND 60/100 DOLLARS,

and for the sum of TWELVE AND 90/100 DOLLARS,

the costs in said suit and that McMillan, Caffey and McMillan

are the Attorneys of record for the Plaintiff in said cause.

Witness my hand this 22nd day of April, 19 42.

Clerk, Circuit Court, Baldwin County, Alabama.

The State of Alabama,

CIRCUIT COURT

No. 716

Baldwin County.

February

Term, 1942

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

YOU ARE HEREBY COMMANDED, That of the goods and chattels, lands and tenements of FINLAY OWENS, Defendant, you cause to be made the sum of \$751.60, which THE WIGGINS ESTATE CO., Plaintiff, recovered of HIM on the 18th day of February, 1942, by the Judgment of our Circuit Court held for the County of Baldwin, besides the sum of \$12.90 costs of suit, and have the same to render to the said HIM, and make return of this Writ and the execution thereof, according to law.

Interest from _____, 19____, to _____, 19____.

Witness, my hand this 22nd day of April, 1942.

_____, Clerk.

CLERK'S FEES		AMOUNT	SHERIFF'S FEES		AMOUNT
Issuing Summons and Complaint	\$1.25	1.25	Serving and Returning Summons	\$1.50	1.50
Issuing copies of same	.30	.30	Serving and Returning Writs	1.30	
Issuing Branch Summons and Complaint	1.25		Serving and Returning Subpoenas for Wit.	.65	
Issuing copies of same	.30		Levyings Attachment	3.00	
Entering Sheriff's Return or copy of above	.20	.20	Entering and Returning Attachment	.25	
Docketing Cause	.25	.25	Summoning and Returning Garnishee	1.50	
Entering Appearances	.20		Serving and Returning Sci. Fas. Notices	1.50	
Filing Pleas & Demurrers	.10	.10	Impaneling Jury	.75	
Affidavits, Certified	.25		Collecting Cost, Execution	1.50	1.50
Commissions to take Depositions	.75		Taking and Approving Replevin Bonds	1.00	
copies of Interrogatories			Claim Bonds	1.00	
Notices of Filing Interrogatories	.50		Garnishment Bonds	.75	
Filing Packages of Depositions	.10		Forthcoming Bonds	1.00	
Inclosing Packages of Depositions	.10		Bail Bonds	1.00	
Orders in Court	.30	.30	Detinue Bond	1.00	
Continuances	.10		Writ of Possession	5.00	
Issuing Subpoenas for Witnesses	.30		Making Deed	5.00	
Trial and Incidents	.75	.75	Collecting Money on Execution		
Entering Judgment	.30	.30	Writ of Restitution	2.00	
Issuing Execution	.50	.50	Sheriff's Commissions		
Entering Sheriff's Return of Execution	.20	.20	Sheriff's Deed		
Issuing Certiorari Sci. Fas.	.75		Seizing Personal Property in Detinue	3.00	
Filing Certiorari, etc.	.15		Former Sheriff's Fees		
Issuing Notices	.75		TOTAL SHERIFF'S FEES		3 00
Issuing copies of same	.50		WAIVER <input checked="" type="checkbox"/> NO WAIVER <input type="checkbox"/>		
Taking Bonds	.75		RECAPITULATION		
Filing Bonds	.10		Judgment for <u>\$751.60</u> Plaintiff for \$		751 60
Issuing Attachment Writ and taking Bond	1.00		Interest from		
Filing Attachments	.10		Damages		6 90
Summons of Garnishee	.50		Clerk's Fees		3 00
Swearing and Ent. Answer of Garnishee			Sheriff's Fees		
Complete Record, 15c per 100 words		2 45	Justice of Peace Fees		
Transcript to Supreme Court			Witness Fees in Justice of Peace Court		
Certificate of Appeal to Supreme Court	.75		Constable's Fees		
Notices of Appeal	.75		Commissioner's Fees		
Appeal Bond	.75		Commissioner's Residence		
Certificate of Judgment	.50	.50	Printer's Fees		
Witness Certificates	.25		Garnishee's Fees		
			Witness Fees in Circuit Court		
			Former Clerk's Fees		
			Trial Tax		3 0 0
TOTAL CLERK'S FEES			TOTAL FEES		764 50

THE STATE OF ALABAMA, } No. 716. CIRCUIT COURT
 Baldwin County }
 Feb., Term, 194 2

To Any Sheriff of the State of Alabama, Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of
 _____ Plaintiff _____ in the suit,
 The Wiggins Estate, Co.
 you cause to be made the sum of _____ Dollars,
 costs of suit, created by said Plaintiff, for that, whereas, on the 18th day of
 Feb, 194 2, the said Plaintiff recovered by the Judgment of the said Circuit Court
 of said County, against ~~XXXX~~ Finlay Owens.
 _____ Defendant _____
 to the suit, the sum of 751 60. Dollars,
 besides _____ Dollars, costs of suit;
 upon which Judgment an Execution has been issued and returned by the Sheriff, "No property found."

AND HAVE YOU THAT MONEY ready to render to R S Duck,
 Clerk of said Court, and make return with this Writ and the Execution thereof, according to law.

Witness my hand this 29th day of May, 194 2.

R S Duck, Clerk

CLERK'S FEES	\$	Cts	SHERIFF'S FEES	\$	Cts
For every Summons and complaint.....	\$1.25	1 25	For Levying an Attachment.....	\$3.00	
Each copy thereof.....	30	30	Entering and Returning Attachment.....	25	
Entering a Sheriff's Return.....	20	20	Summoning Garnishee.....	1.50	
Docketing.....	25	25	Serving Summons on Writ.....	1.50	1 50
Entering Apperance.....	20	40	Serving Notice Sci. Fa. Notice, etc....	65	
Filing.....	10	30	Serving..... Subpoenas.....	65	
Every Order made in Court.....	30	30	Empanelling Jury.....	75	25
Copy thereof.....	25	75	Entering and Returning Execution....	25	
Every Trial with or without Jury.....	75	75	Collecting Costs Execution.....	1.50	1 50.
Entering up Judgment or copy threof..	30	30	Executing a Writ of Pessionion.....	2.50	
Issuing Execution..... 2 2	50	1 00	Taking and Approving Bonds.....	1.00	
Docketing Execution..... 2	25	50	Commissions.....		
Entering Return on Execution.....	20	40	Sheriff's Commission for Property		
Issuing Subpoenas.....	30		Sold Under Attachment.....		
Administering Oath.....	25		Seizing Personal Property on Writ		
Issuing Each Attachment Taking Bond	1.00		of Detinue.....	3.00	
Filing Attachment.....	10				xx 235x
Each Summons for Garnishee.....	50				3 25,
Each copy.....	50		RECAPITULATION		
Notice to Deft. in Garnishee on Sum-			Clerk's Fees.....		8 19
mons and Copy, per 100 words.....	20		Sheriff's Fees.....		3 25,
Commissions to take Depositions or			Justice's Fees.....		
copy.....	75		Witness Fees in Justice of Peace Court		
Order to Execute Writ of Inquiry.....	30		Constable's Fees.....		
Copy of Interrogators, 15c per hundred			Commissioner's Fees.....		
words or.....	50		Printer's Fees.....		
Filing each Deposition and endorsing			Witness Fees in Circuit Court.....		
same.....	20		Former Clerk's Fees.....		
Final Record, per hundred words.....	15	2 45	Stenographer's Fees.....	5.00	
Every Certificate.....	50		Trial Tax.....	3.00	3 00.
Taking Bond not otherwise provided					
for.....	75				
Witness Certificate.....	25				
Continuance.....	10				
Certificate of Judgment.....	50				
Order of Publication.....	1.00				
		8,10			14.35

No. 716. Page.....

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

The Wiggins Estate Co.

Plaintiff...

vs.

Finlay Owens.

Defendant ...

**Civil Execution for Costs
Against Plaintiff**

Costs - - - - - \$1435.....

Civil Fee Book..... Page.....

Execution Docket..... Page.....

Filed..... May 29, 1942.....

R. S. Duck, R. S. Duck

McMillan Caffey, & McMillan

Plaintiff's Attorney

Brewton Ala.

Defendant's Attorney

COLLECTION COSTS FROM

The Wiggins Estate Co.

The State of Alabama, }
BALDWIN COUNTY }

I hereby certify that the within.....
and costs in this case are correct, and there
was waiver of exemption as to personal
property under the Constitution and Laws of
Alabama.

This day of 194

..... Clerk.

Received in office 29th.....

May 194

W. R. Stuart
Sheriff

Sheriff's Execution Docket, Page.....

Sheriff's Fee Book, Page.....

*Recalled by Clerk
June 11, 1942
W. R. Stuart, Sheriff
By M. B. Hamilton*

716

Sheriff

THE STATE OF ALABAMA,
Baldwin County.

By virtue of the within execution, I have at

o'clock, M., this day of 194 levied

STATE OF ALABAMA

BALDWIN COUNTY

Before me Ora J. Nelson, a Notary Public in and for said County in said State, personally appeared J. B. Blackburn who upon oath deposes and says that he is a practicing attorney at Bay Minette, Baldwin County, Alabama, has been so practicing for the past 14 years, and is familiar with the bar schedule and customary charges made by attorneys at this bar; that he considers the sum of Seventy-five and no/100 (\$75.00) dollars an extremely reasonable fee for filing suit on a promissory note for Six hundred and no/100 (\$600.00) Dollars, where the matter is not litigated but judgment by default is entered; that the customary charge by attorneys at this bar in such matters is fifteen per cent (15%) of the demand plus a suit fee of not less than \$7.50 which in the present case would exceed the sum of \$75.00, but when a smaller amount than 15% plus suit fee is claimed in the complaint as a reasonable fee no judgment for a larger amount than this can of course be rendered.

J. B. Blackburn

Subscribed and sworn before me,

^{18th}
this day of February 1942.

Ora J. Nelson
Notary Public Baldwin County, Ala.

Circuit Court, Law Side.
Baldwin County, Alabama.

.....

The Wiggins Estate Co., Inc.

Plaintiff,

Vs.

Finlay Owens,

Defendant.

.....

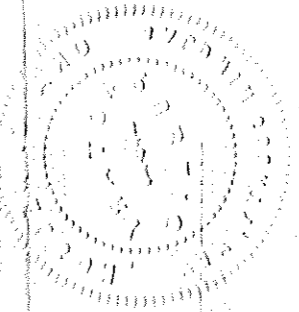
AFFIDAVIT OF J. B. BLACKBURN.

.....

Filed February 18, 1942.

R. Duck
Clerk.

RECORDED



690

60

1290

PROOF OF PUBLICATION

State of Alabama, Escambia County:

I, W. E. Brooks, owner and publisher of The Brewton Standard, hereby certify that the attached notice is a true and correct copy of notice published in said Brewton Standard once a week for 3 consecutive weeks, namely, in the issues of

July 2 -----, 19 42, July 9 -----, 1942,

July 16 -----, 19 42, -----, 19

I further certify that the said Brewton Standard is a newspaper printed in the English language in Escambia County, Alabama; that said newspaper has a general circulation in the county in which it is published, and has been mailed under the second class mailing privilege of the United States Post Office Department from the Post Office at Brewton, Alabama, where it is published, for more than 52 consecutive weeks.

W. E. Brooks

Subscribed and sworn to before me this 5th day

of August -----, 19 42.

Annie Will Pearson

Notary Public, Escambia County, Ala.

NOTICE OF SALE UNDER EXECUTION

In the Circuit Court of Baldwin County, Alabama.

The Wiggins Estate Company, Inc., a Corporation, Plaintiff, vs. Finlay Owens, Defendant.

By virtue of an alias execution issued out of the Circuit Court of Baldwin County, Alabama, on a judgment rendered therein against Finlay Owens as defendant and in favor of The Wiggins Estate Company, Inc., a corporation, as plaintiff, I, Otis R. Emmons, as Sheriff of Escambia County, Alabama, will sell at public auction to the highest bidder for cash in front of the courthouse door at Brewton in Escambia County, Alabama, on the 3rd day of August, 1942 within the legal hours of sale the following described real estate as belonging to the defendant Finlay Owens, to-wit:

The undivided one-half interest of Finlay Owens in and to the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Twenty-five (25), Township One (1) North, Range Eight (8) East, situate and being in Escambia County, Alabama.

Witness this 27th day of June, 1942.

OTIS R. EMMONS,
Sheriff, Escambia County,
Alabama.

3-3tc.



107.50	
8.10	
6.23	
3.00	
28.08	
100.00	
\$ 71.92	

325-
2.50
5.00
10.75-

MCMILLAN, CAFFEY & MCMILLAN
ATTORNEYS AT LAW
BREWTON, ALA.

ED. LEIGH MCMILLAN
HUGH M. CAFFEY
THOMAS E. MCMILLAN

August 6, 1942.

Mr. Ramsey Stuart, Sheriff,
Bay Minette, Alabama.

Re: The Wiggins Estate Co. Inc.
Vs. Finlay Owens.

Dear Mr. Stuart:

At the request of Sheriff Emmons we are enclosing his return on the alias execution issued in the above case, and also check of The Wiggins Estate Company for \$100.00 payable to him and which he has endorsed, this being the amount bid at the execution sale. I take it that under Title 7, para. 529 of the Code this money should be sent to you so that you may turn it over to the Clerk and after he has paid the costs of court you can remit the balance to The Wiggins Estate Company, the judgment creditor. Please have him remit to the Standard Publishing Company \$6.23 covering the enclosed bill, and have the Clerk file in the case the proof of publication which we are enclosing.

Mr. Emmons states that you can either send to him or have the Clerk send him check for the amount to which he is entitled on account of the collection of the money under execution, which we believe is 5%, and for making a deed to the real estate sold which is \$2.50. ~~Mr. Emmons has executed the deed to our client and it has been recorded.~~

Yours very truly,

MCMILLAN, CAFFEY & MCMILLAN,

By: 

HMC:MCL

Encls.

CC. Mr. Otis R. Emmons, Sheriff,
Brewton, Ala.

The State Of Alabama,

CIRCUIT COURT

No. 716.

Baldwin County.

Feb.,

Term, 1942.

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

You are Hereby Comanded, That of the goods and chattels, lands and tenements of

Finlay Owens, Defendant, you cause to be made the sum of Seven Hundred, Fifty-one & 60/100 (\$751.60) DOLLARS, which The Wiggins Estate, Co. Inc., Plaintiff, recovered of

on the 18th day of February, 1942, by the Judgment of our Circuit Court held for the County of Baldwin, besides the sum of Fourteen and 10/100 Dollars costs of suit, and have the same to render to the said THE Wiggins Estate, Co., and make return of this Writ and the execution thereof, according to law.

Interest from Feb. 18th 1942, to June 11th 1942, to

Witness, my hand this 11th day of June, 1942

[Signature]

Clerk.

CLERK'S FEES		Amount	SHERIFF'S FEES		Amount
Issuing Summons and Complaint	\$1.25	1 25	Serving and Returning Summons	\$1.50	1 50
Issuing copies of same	.30	30	Serving and Returning Writs	1.30	
Issuing Branch Summons & Complaint	1.25		Serving & Returning Subpoenas for Wit.	.65	
Issuing copies of same	.30		Levying Attachment	3.00	
Entering Sheriff's Return or copy of above	.20	20	Entering and Returning Attachment	.25	
Docketing Cause	.25	25	Summoning and Returning Garnishee	1.50	
Entering Appearances	.20		Serving & Returning Sci. Fas. Notices	1.50	
Filing Pleas Demurrers	.10	40	Impaneling Jury	.75	
Affidavits, Certified	.25		Collecting Cost, Execution	1.50	1 50
Commissions to take Depositions	.75		Taking and Aproving Replevin Bonds	1.00	
copies of Innterrogatories			Claim Bonds	1.00	
Notices of Filing Interrogatories	.50		Garnishment Bonds	.75	
Filing Packages of Depositions	.10		Forthcoming Bonds	1.00	
Inclosing Packages of Depositions	.10		Bail Bonds	1.00	
Orders in Court	.30	30	Detinue Bond	1.00	
Continuances	.10		Writ of Possession	5.00	
Issuing Subpoenas for Witnesses	.30		Making Deed	5.00	2 50
Trial and Incidents	.75	75	Collecting Money on Execution		
Entering Judgment	.30	30	Writ of Restriction	2.00	
Issuing Execution	.50	1 60	Sheriff's Commissions		5 00
Entering Sheriff's Return of Execution	.20	40	Sheriff's Deed		
Issuing Certiorari, Sci. Fas	.75		Seizing Personal Property in Detinue	3.00	
Filing Certiorari, etc.	.15				
Issuing Notices	.75		Former Sheriff's Fees		
Issuing copies of same	.50		TOTAL SHERIFF'S FEES		10 75
Taking Bonds	.75		WAIVER X NO WAIVER		
Filing Bonds	.10		Recapitulation		
Issuing Attachment Writ & taking Bond	1.00		Judgment for Pltf, for		751 60.
Filing Attachments	.10		Interest from		
Summons of Garnishee	.50		Damages		
Swearing and Ent. Answer of Garnishee		2 45	Clerk's Fees	8 10	8 10.
Complete Record, 15c per 100 words			Sheriff's Fees	3 00	3 00
Transcript to Supreme Court			Justice of Peace Fees		
Certificate of Appeal to Supreme Court	.75		Witness Fees in Justice of Peace Court		
Notices of Appeal	.75		Constable's Fees		
Appeal Bond	.75		Commissioner's Fees		
Certificate of Judgment	.50	50	Commissioner's Residence		
Witness Certificates	.25		Printer's Fees	6 23	
			Garnishee's Fees		
			Witness Fees in Circuit Court		
			Former Clerk's Fees		
			Trial Tax	3 00	3 00
TOTAL CLERK'S FEES		8.10	TOTAL FEES		765 70

100 00
28 00
71 92

Handwritten signature: Howard P. ...

The State of Alabama,

COUNTY.

CIRCUIT COURT

The Wiggins Estate, Co. Inc.,

VS Plaintiff

Finlay Owens,

Defendant

CIVIL EXECUTION FOR COSTS AGAINST DEFENDANT

Judgment for for \$ 751.60.

Interest from 19.....

to 19..... \$

Damages \$

Costs \$ 14.10

Total \$ 765.70.

Civil Fee Book Page

Execution Docket Page

Filed June, 11th, 1942,

R. B. Duvak Clerk

Mc Millen, Carrey, & Mc Millan, Plaintiff's Attorney

Defendant's Attorney

COLLECT COST FROM DEFENDANT

The State of Alabama, Baldwin.

COUNTY.

I hereby certify that the within Judgment and costs in this case are correct, and there was a waiver of exemption as to personal property under the Constitution and Laws of Alabama.

This 11th day

of June 11th, 1942.

R. B. Duvak Clerk

Received in Office

June 16th, 1942

W. P. Cannon Sheriff

Sheriff's Execution Docket, page

Sheriff's Fee Book, page

The State of Alabama,

Escambia COUNTY.

By virtue of the within Execution, I have, at 10 o'clock A. M., this 18th day of June, 1942 levied upon the following real estate in Escambia County, Alabama as belonging to the defendant, Finlay Owens, namely, : An undivided one-half interest in and to the SW 1/4 of SW 1/4 of Section 25, Township 1 North, Range 8 East. The defendant being a non-resident of this County I have given him notice of this levy by this day posting notice of levy at the court house of Escambia County at Brewton, Alabama, Sheriff, Escambia County, Ala. Personal notice of said levy was given to the defendant, Finlay Owens on the 19th day of June, 1942, as per notice and sheriff return hereto, Sheriff attached made by the sheriff of Baldwin County, Alabama.

W. P. Cannon Sheriff, Escambia County, Ala.

STATE OF ALABAMA, ESCAMBIA COUNTY.

The property levied on and as above described was sold to the Wiggins Estate Company, Inc., a corporation, for \$100.00 on Monday, August 3, 1942 at 1:15 P.M. in front of the courthouse door at Brewton, Escambia County, Ala., this being the highest, best and last bid for same, after notice of the time, place and terms of sale had been given by publication once a week for three successive weeks in the Brewton Standard and by putting up notice at the courthouse at Brewton, Alabama for 30 days prior to said sale.

W. P. Cannon Sheriff Escambia County, Ala.

Plaintiff's Witnesses Amount

THE WIGGINS ESTATE COMPANY

INC., A CORPORATION,

PLAINTIFF.

VS:

FINLAY OWENS,

DEFENDANT.

716

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

TO FINLAY OWENS, LOWLEY, ALABAMA:

You will take notice that under and by virtue of an alias execution issuing out of the Circuit Court of Baldwin County, Alabama on June 11th, 1942 upon a judgment obtained in said court by The Wiggins Estate Company, Inc., a corporation as plaintiff against Finlay Owens as defendant, I have on this day levied upon the following real estate in Escambia County, Alabama as belonging to you, namely, an undivided one-half interest in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Twenty-five (25), Township One (1) North of Range Eight (8) East.

Witness my hand this 13th day of June, 1942.

Chas. A. Givens

Sheriff of Escambia County, Alabama.

STATE OF ALABAMA ,)
BALDWIN COUNTY.)

I have served a copy of the within notice on the defendant
Finlay Owens on this 19th day of June, 1942.

716

W.R. Stuart
Sheriff, Baldwin County, Ala.

No. 716

CIRCUIT COURT, BALDWIN COUNTY,
ALABAMA.

THE WIGGINS ESTATE COMPANY
INC., A CORPORATION,
PLAINTIFF.

VS:

FINLAY OWENS,

DEFENDANT.

NOTICE OF LEVY

8/6/42
Received & Miss Description #716
from Sheriff's Commission. Proceeds from
for \$100 all being the sale of
the land describe & herein. which
I am turning over to R.S. Jack Clerk of
Circuit Court of Baldwin County Ala
W.R. Stuart
Sheriff

Brewton, Ala., August 1, 1942

McMillan, Caffey, McMillan

City

IN ACCOUNT WITH

STANDARD PUBLISHING COMPANY

PUBLISHERS OF

The Brewton Standard

Notice of Sale Under Execution 3t

Wiggins Est. vs. Finlay Owens \$6.23

AK

RD 8/7 HK

103-