

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

February 16, 1963

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

5416

Dear Mrs. Duck:

Re: Pennsylvania Salt Manufacturing Co., Inc.
Vs: Wm. H. Riemer, et al.
Case No. 5416
Our File: 62-86

Please look at the complaint in this case. This is Pennsylvania Salt Manufacturing Co., Inc., not Pennsylvania Sale. Please correct this certificate of judgment and send it down to the Probate Court asking them to record same and charge to my account.

Yours very truly,



EGR/wrt
Encl.
cc: (dup.) Client
3/16/63

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

December 19, 1962

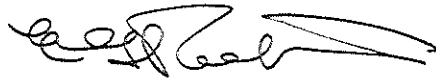
Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Penn. Salt Mfg. Co., Inc., a corporation
Vs: Wm. H. Riemer, et al.
Our File: 62-86

With this we are sending you summons and complaint
in the above styled cause. Mr. and Mrs. Riemer and
Riemers Co., Inc., is located in Foley and I think
the Sheriff can easily locate them.

Yours very truly,



EGR/wrt

Encl.

cc: (trip.) Messrs. Moody and Higgins
1/19/63

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

8 Feb 63

Mrs Alice J. Luck
Clerk of Circuit Court,
Bay Minette, Ala

In re Pennsylvania Salt
 Co
 Reimers. -

Dear Mrs Luck:

Enclosed find note. Request judgment
 default for \$3795.59 being

Principal 3241.83 balance -

Int. 5874

att'y fee 495.00

REPLY:

3795.59

DATE:

Against Corporation & with waiver of
 exemptions against Mr Wm R. Reimers & Mrs
 Emma Reimers & send one certificate of
 judgment for records.
 Enc note

Sincerely
 E. G. Rickarby

\$ 7,010.33

John
Mobile, Alabama

For value received the undersigned jointly and severally promise to pay to

Pennsylvania Salt Manufacturing Co., Inc., or order, the principal sum of

\$7,010.33 with interest thereon from date, at the rate of six per cent per annum.

The said principal and interest shall be payable at the ~~banking house~~ office of

104 St. Joseph St.
Moody & Higgins, Attys., / Mobile, Alabama, being payable
in monthly installments as follows, namely:

Beginning on the 15th day of November, 1958, the sum of Fifty and No/100 (\$50.00) Dollars and the sum of Fifty and No/100 (\$50.00) Dollars on the 15th day of each month thereafter, until the principal indebtedness hereby secured and the interest thereon have been paid in full; and the said monthly payments of Fifty and No/100 (\$50.00) Dollars each to be applied first to the payment of interest at the rate of six per cent, per annum, on the principal sum of Seven Thousand No Hundred Ten and 33/100 (\$7,010.33) Dollars or so much thereof as shall from time to time remain unpaid, and the balance of each monthly payment to be applied on account of principal.

Privilege is given to make additional payments on said principal sum at any interest payment date; such additional payments, however, to be made in multiples of \$ 50.00.

Each maker and endorser waives the right of exemption under the Constitution and laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest, and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date due hereof.

This note is to be construed according to the laws of the State of Alabama, and is secured by real property mortgage on real estate executed to Pennsylvania Salt Manufacturing Co., Inc., by the undersigned on the _____ day of April, 1958.

Upon failure to pay any installment of principal and/or interest when due or if any of the conditions and requirements in said mortgage ~~are~~ be not complied with, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

John A. Thomas
Emma Thomas
For value received the undersigned guarantees payment of the above promissory note.

RIEMERS CO., INC.

BY *John A. Thomas*, Its *Pres.*

PENNSYLVANIA SALT MANU-
FACTURING CO., INC., a
corporation,

Plaintiff,

VS.

WM. H. RIEMER, EMMA RIEMER
and RIEMERS CO., INC., a
corporation,

Defendants.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

COMPLAINT

COUNT I


The Plaintiff claims of the Defendants the sum of THREE THOUSAND TWO HUNDRED SIXTY AND 33/100 (\$3,260.33) DOLLARS due by promissory note made by defendants, WM. H. RIEMER and EMMA RIEMER and guaranteed by RIEMERS CO., INC., a corporation, on, to-wit, the 12th day of May, 1958, with interest at the rate of six percent (6%) per annum, payable in the sum of FIFTY DOLLARS (\$50.00) on the 15th day of each month, beginning on the 15th day of November, 1958, and the sum of FIFTY DOLLARS (\$50.00) on the 15th of each month thereafter until the principal and interest have been paid in full; and said note contains a provision that upon failure to pay any installment of principal and/or interest when due the entire principal sum at the option of the holder shall become due and payable; and the defendants failed to pay the installment due on the 15th day of November, 1962; and the plaintiff has exercised his option to declare the whole amount due; and the plaintiff avers that in the said note and as a part of the consideration thereof, the defendants have expressly waived their rights to claim personal property as exempt to them under the Constitution and laws of the State of Alabama and agreed to pay an attorney's fee for the collection thereof and the plaintiff hereby claims the further sum of SIX HUNDRED FIFTY-TWO DOLLARS (\$652.00) as such attorney's fee.

FILED

DEC 21 1962

ALICE J. DUCK, CLERK
REGISTER

326


E. G. Rickarby, Attorney for Plaintiff.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon WM. H. RIMER, EMMA RIEMER and RIEMERS
CO., INC., a corporation

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the
Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against WM. H. RIEMER, EMMA
RIEMER and RIEMERS CO., INC., a corporation, Defendant. S_____
by PENNSYLVANIA SALT MANUFACTURING CO., INC., a corporation,

Witness my hand this 21 day of Dec. 1962 Plaintiff _____

Est - 1-11-63 Allice J. Luck Clerk

No. 5416

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

PENNSYLVANIA SALE MANUFACTURING
CO., INC., a corporation,

Plaintiffs

vs.

WM. H. RIEMER, EMMA RIEMER

and RIEMERS CO., INC., a
corporation.

Defendants

SUMMONS and COMPLAINT

Filed **FILED**, 19

DEC 21 1902

, Clerk

WILLIAM L. RICKARBY
CLERK
REGISTER

E. G. Rickarby
Attorney at Law
P. O. Box 71
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Foley, Alabama

RECEIVED IN OFFICE

Dec. 21, 1902

Sheriff

I have executed this summons

this Jan 4, 1903

by leaving a copy with

Wm. H. Riemer
Emma Riemer
Riemers Co. Inc.
by summons on

Wm H Riemer per

Sheriff claims 2 1/2 miles at

Ten Cents per mile Total \$ 24.60
TAYLOR WILKINS, Sheriff

BY

CC
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Carlisle Wilkins Deputy Sheriff

Foley

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Term, 19, of the Circuit Court of Baldwin County,
to-wit: On the day of , 19, being a regular day of
said term, PENNSYLVANIA SALT MANUFACTURING CO., INC., A CORP.

recovered judgment against WM. H. RIEMER, EMMA RIEMER & RIEMER CO., INC.,

for the sum of THIRTY-SEVEN HUNDRED NINETY-FIVE & 59/100 Dollars, and cost of suit,
and affidavit having been made by E.G. RICKARBY, Attorney of record for Plaintiff
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

FARMERS AND MERCHANTS BANK, A Corporation,
Foley, Alabama

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant s or that it is, or
is believed to be indebted to said defendants or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

FARMERS AND MERCHANTS BANK, a corporation,
Foley, Alabama

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the Monday in A. D. 19,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer whether it was indebted to said defendant s
and whether it will not be indebted in future to said defendants

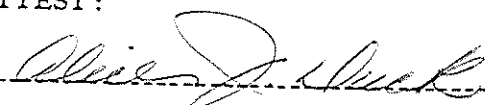
or any one of them by a contract then existing, and whether by a contract then existing it is
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether it has not in its possession or under its control money or
effects belonging to the defendants

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this day of , A.D., 19

Issued day of A. D., 19

ATTEST:

 Clerk.

5416½

Circuit Court, Baldwin County

No. 5416½

PENNSYLVANIA SALT MANUFACTURING CO.

VS. } Garnishment On Judgment

WM. H. RIEMER, EMMA RIEMER & RIEMER CO.,
INC., A CORP.

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

E.G. Rickarby

Attorney

Printed by Moore Ptg. Co.

Received 26 day of March 1963
and on _____ day of _____
served a copy of the within San.
on Riemer Co.
By service on _____
TAYLOR WILKINS, Sheriff
By _____ D. S.

1440
7200
21.60

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

March 25, 1963

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

Dear Mrs. Duck:

Inre: Pennsylvania Salt Manufacturing Co., Inc.
Vs: Wm. H. Riemer, Emma Riemer and
Riemer Co., Inc.
Our File: 62-86

Enclosed find Garnishment on Judgment, Affidavit
and Writ and Notice to Defendant in the above cause.

You will notice that this is one garnishment on a
judgment against one garnishee for the moneys of
three defendants. Please process and oblige.

Yours very truly,



EGR/ts
Encl.
s4/5/63

PENNSYLVANIA SALT MANUFACTURING
CO., INC., a corporation,

Plaintiff,

VS.

WM. H. RIEMER, EMMA RIEMER and
RIEMER CO., INC., a corporation,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

CASE NO. 5416

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

Before me, the undersigned notary public, personally appeared E. G. RICKARBY, Attorney of record for the Plaintiff, who, being duly sworn, deposeth and saith, that the said PENNSYLVANIA SALT MANUFACTURING CO., INC., a corporation, on the 11th day of February, 1963, recovered a judgment against WM. H. RIEMER, EMMA RIEMER and RIEMER CO., INC., a corporation, for the sum of THREE THOUSAND SEVEN HUNDRED NINETY-FIVE AND 59/100 (\$3,795.59) DOLLARS, and the further sum of FIFTY-ONE AND 10/100 (\$51.10) DOLLARS, costs of suit; and that he believes process of garnishment against the FARMERS AND MERCHANTS BANK, a corporation, Foley, Alabama, is necessary to obtain satisfaction of said judgment, and that said FARMERS AND MERCHANTS BANK, a corporation, is supposed to be indebted to the Defendants, or has effects of the Defendants in its possession or under its control.


E. G. RICKARBY Attorney

SWORN TO AND SUBSCRIBED before me this 22nd day of March,
1963.


Notary Public, Baldwin County, Alabama.

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19--

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Term, 19-- of the Circuit Court of Baldwin County,
to-wit: On the day of , 19-- , being a regular day of
said term, PENNSYLVANIA SALT MANUFACTURING CO., INC., a corporation,

recovered judgment against WM. H. RIEMER, EMMA RIEMER & RIEMER CO., INC.,
a corporation,

for the sum of THIRTY-SEVEN HUNDRED NINETY-FIVE & 59/100 Dollars, and cost of suit,
and affidavit having been made by E. G. RICKARBY, Attorney of record for Plaintiff,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

FARMERS AND MERCHANTS BANK, a corporation,
Foley, Alabama,

has or is believed to have in its possession, or under its control money
or effects belonging to said defendantS or that it is, or
is believed to be indebted to said defendant S or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

FARMERS AND MERCHANTS BANK, a corporation,
Foley, Alabama

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the Monday in A. D. 19-- ,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer whether it was indebted to said defendant S
and whether it will not be indebted in future to said defendant S
or any one of them by a contract then existing, and whether by a contract then existing it
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether it has not in its possession or under its control money or
effects belonging to the defendant S.

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this 26 day of March, A.D., 1963

Issued day of A. D., 19--

ATTEST:

64-3-27-63

Alice J. Duck, Clerk.

Circuit Court, Baldwin County

No. _____

VS. } Garnishment On Judgment

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

Attorney

Printed by Moore Ptg. Co.

March 27 1913

copy of within 50 miles
date on

Garnant Merchants
Bank

Geo. Schulz V P
Employer
Christ. Chas.

Deputy

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

State of Alabama

BALDWIN COUNTY

TO WM. H. RIEMER, EMMA RIEMER & RIEMER CO., INC., A CORP. Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of

PENNSYLVANIA SALT MANUFACTURING CO., INC., A CORPORATION Plaintiff,

versus WM. H. RIEMER, EMMA RIEMER & RIEMER CO., INC., A CORP. Defendant,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

FARMER AND MERCHANTS BANK, a corporation, Foley, Alabama,

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 26

day of March, 1943.

Alice J. Hark
 Clerk of the Circuit Court.

En-3-27-63

ceived 26 day of March 1963
 on 27 day of March 1963
 served a copy of the within Notice
Wm. H. Riemer &
Emma Riemer
 service on _____

TAYLOR WILKINS, Sheriff

By [Signature] D. S.

[Signature]

Sheriff claims 144 miles at
 Ten Cents per mile Total \$ 14.40
 TAYLOR WILKINS, Sheriff

BY _____
 DEPUTY SHERIFF

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
 BALDWIN COUNTY, ALABAMA

TO

PENNSYLVANIA SALT MANUFACTURING CO.

Plaintiff.....

VS.

WM. H. RIEMER, EMMA RIEMER &

RIEMER CO., INC., A CORP.

Defendant.....

E.G. Rickarby

PENNSYLVANIA SALT MANUFACTURING
CO., INC., a corporation,

Plaintiff,

VS.

WM. H. RIEMER, EMMA RIEMER and
RIEMER CO., INC., a corporation,

Defendants,

FARMERS & MERCHANTS BANK, FOLEY,
ALABAMA,

Garnishee.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

CASE NO. 5416½

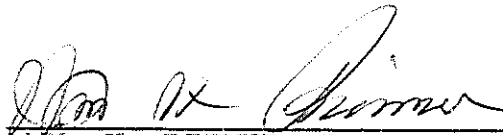
WHEREAS, garnishment has been run in this case against
FARMERS & MERCHANTS BANK, Foley, Alabama, against the defendant,
Wm. H. Riemer; and

WHEREAS, the garnishee has paid to the Court the sum of
One Hundred Eighty-nine and 27/100 (\$189.27) DOLLARS:

NOW, THEREFORE, the plaintiff, by its attorney, E. G.
Rickarby, and Wm. H. Riemer, in his own proper person, hereby
request the Court to turn said funds over to the plaintiff in
this cause after deducting the costs of Court incurred in this
case, and dismiss the garnishment in this case.



E. G. RICKARBY, Attorney for Plaintiff.



WM. H. RIEMER, Defendant.

FILED
APR 26 1963
ALICE J. DUCK, CLERK
REGISTER

ANSWER DENYING INDEBTEDNESS

RE: PENNSYLVANIA SALT MANUFACTURING CO.)
PLAINTIFF)
VS: RIEMERS CO.)
DEFENDANT)
FARMERS & MERCHANTS BANK, FOLEY,)
ALABAMA,)
GARNISHEE)
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NUMBER 5416½

Personally appeared before me, Forest A. Christian, a Notary Public in and for said County and State, JAY W. RICE, who is personally known to me, who being by me duly sworn, on oath says that he is the Cashier for the Farmers & Merchants Bank and as such is the agent for making answers in garnishment cases, and as such agent has authority to make answer for the garnishee in the above stated case, and answering the garnishment or attachment therein he says that the garnishee is not now indebted to the defendant in any sum whatever, except ONE HUNDRED EIGHTY-NINE AND 27/100 (\$189.27) DOLLARS in a checking account, and was not indebted to him at the time of the service of this garnishment, except ONE HUNDRED EIGHTY-NINE AND 27/100 (\$189.27) DOLLARS in a checking account, nor at any time intervening between the time of the service of the garnishment and the making of this answer, except ONE HUNDRED EIGHTY-NINE AND 27/100 (\$189.27) DOLLARS in a checking account, and that it will not be indebted in the future to the said defendant by any contract then or now existing, and that it will not be liable to the defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property and that it has in its possession or under its control money or effects belonging to the defendant.

FARMERS & MERCHANTS BANK, FOLEY, ALABAMA
BY: Jay W. Rice Cashier

Sworn to and subscribed
before me this 4th day of
April, 1965, Forest A. Christian,
Notary Public,
Baldwin County, Ala.
Notary Public, Baldwin County, Alabama

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FILED
APR 8 1965
ALICE L. DUCK, CLERK
REGISTER

RELEASE OF GARNISHMENT

Circuit Court of Baldwin County, Alabama

RE: ~~Kanawha~~ Pennsylvania Salt Manufacturing Co., Inc., a Corp.
vs. Plaintiff.

WM. H. Riemer, Emma Riemer & Riemer Co., Inc., a Corp.
Defendant.

To: Farmers and Merchants Bank, Foley
GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 30th day of April, 19 63

Alice J. Duck CLERK.