

REYNOLDS BROTHERS LUMBER COMPANY,)
INC., a corporation)

PLAINTIFF)

VS)

LEVI S. KLINELINE)

DEFENDANT)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW, NO. 5804

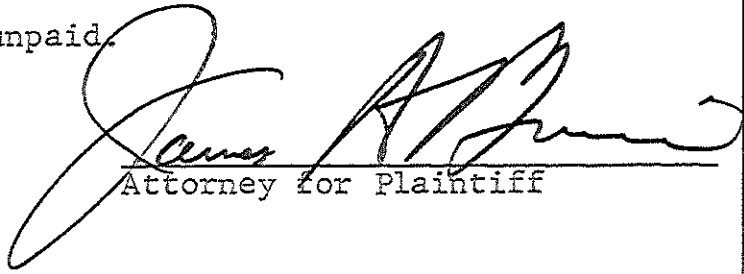
AMENDED COMPLAINT

I

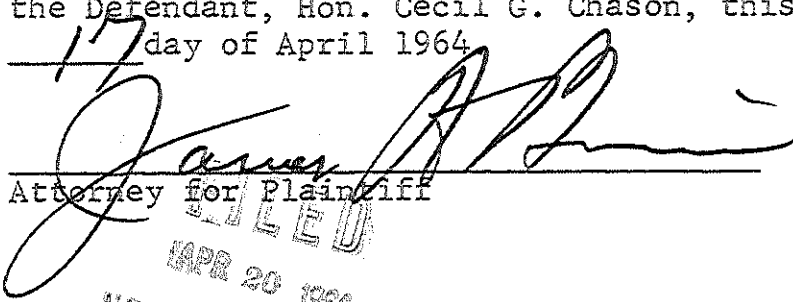
The Plaintiff claims of the Defendant Three Thousand Thirty-one and 40/100 Dollars (\$3031.40), due from him on account, to-wit: the 15th day of December 1962, which sum of money, with interest thereon, is still unpaid.

II

The Plaintiff claims of the Defendant Three Thousand Thirty-one and 40/100 Dollars (\$3031.40), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit: the 15th day of December 1962, which sum of money, with interest thereon, is still unpaid.


Attorney for Plaintiff

I hereby certify that a copy of this amended complaint has been mailed, postage prepaid, to the Attorney of Record for the Defendant, Hon. Cecil G. Chason, this 17 day of April 1964.


Attorney for Plaintiff

FILED
APR 20 1964
ALICE J. DUCK, CLERK
REGISTER

REYNOLDS BROS. LUMBER CO.,

PLAINTIFF

VS

L. S. KLINELINE,

DEFENDANT

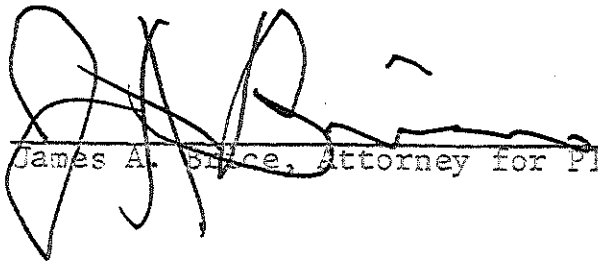
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5804

W I T H D R A W A L

Now comes James A. Brice, attorney of record for Plaintiff in the above styled cause, and with leave had and obtained prior hereto, withdraws as attorney as record for the Plaintiff, this 16th day of September 1964.


James A. Brice, Attorney for Plaintiff

FILED

SEP 23 1964

AME L. BOK, CLERK
REGISTER

REYNOLDS BROTHERS LUMBER COMPANY, INC.,

PLAINTIFF

VS.

LEVI S. KLINELINE

DEFENDANT

IN THE CIRCUIT COURT OF

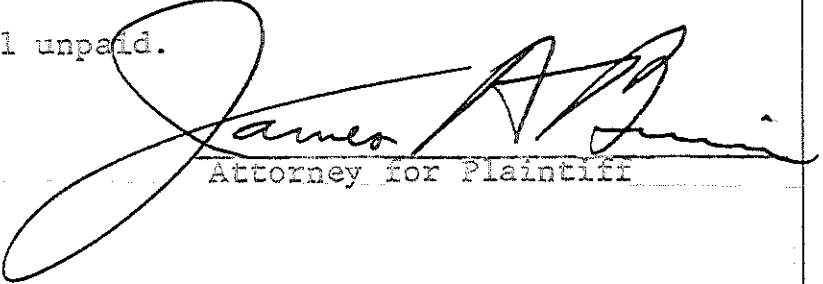
BALDWIN COUNTY, ALABAMA

AT LAW 5804

I
The Plaintiff claims of the Defendant Three Thousand Thirty-One and 40/100 (\$3031.40) Dollars, due from him ~~by~~ account, to-wit: the 15th day of December, 1962, which sum of money, with interest thereon, is still unpaid.

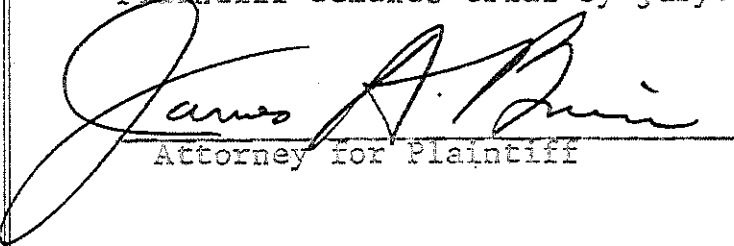
II

The Plaintiff claims of the Defendant Three Thousand Thirty-One and 40/100 (\$3031.40) Dollars, due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit: the 15th day of December, 1962, which sum of money, with interest thereon, is still unpaid.


Attorney for Plaintiff

DEMAND FOR TRIAL BY JURY

Plaintiff demands trial by jury.


Attorney for Plaintiff

FILED

NOV 7 1963

ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon

Levi S. Kline

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

Levi S. Kline, Defendant.....

by

Reynolds Brothers Lumber Company, Inc., Plaintiff.....

Witness my hand this

day of

1963

Exp-11-12-63

Alice J. Luck, Clerk

No. 5804

Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

Reynolds Brothers Lumber Company,
Inc.

Plaintiffs

vs.

Levi S. Kline

Defendants

Summons and Complaint

FILED

Filed _____ 19____

NOV 7 1963

ALICE L. DUCK, CLERK
REGISTER

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Foley, Alabama

Received In Office

Nov. 7, 1963

Sheriff.

I have executed this summons

this 12 noon, 1963

by leaving a copy with

Levi A. Kline

Sheriff's Office
Ten Cents per line Total \$ 2.20
BY Carlton S. Childers
Deputy Sheriff

James W. Childers
Sheriff.

Carlton S. Childers
Deputy Sheriff.

Doyle

REYNOLDS BROTHERS LUMBER COMPANY,)
INC.,)

Plaintiff)

VS)

LEVI S. KLINELINE,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Comes the Defendant in the above styled cause and demurs to the Bill of Complaint heretofore filed therein and to each count thereof separately and severally and as grounds for demurrer shows separately and severally the following:

1. That the Complaint does not state a cause of action.
2. That the Complaint is vague and indefinite.
3. That it is not stated with sufficient certainty whether the amount claimed is the total amount allegedly due by the Defendant to the Plaintiff.



FILED

NOV 29 1963

ALICE J. DICK, CLERK
REGISTER

REYNOLDS BROTHERS LUMBER COMPANY, INC.

PLAINTIFF

VS.

LEVI S. KLINELINE

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

5804

AFFIDAVIT ON GARNISHMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared J. P. Reynolds, who being first duly sworn, deposes and says: that he is president of Reynolds Brothers Lumber Company, Inc., plaintiff in the above styled cause; that the debt for which plaintiff sues is just, due and unpaid, and that the process of garnishment is necessary to obtain satisfaction of the debt; that the debt is Three Thousand Thirty-One and 40/100 (\$3031.40) Dollars; that Baldwin County Savings and Loan Association is believed to be chargeable as garnishee in the above styled cause; that garnishment against said garnishee is necessary in the pending suit in said cause for the recovery of said money debt; that said garnishment is not sworn or sued out to vex, harass or injure the defendant or the garnishee.

J. P. Reynolds
J. P. Reynolds

Sworn to and subscribed before
me this 7th day of November, 1963.

James A. Davis
Notary Public

FILED

NOV 7 1963

ALICE J. DUCK, CLERK
REGISTER

BOND

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Know all men by these presents, that we, Reynolds Brothers Lumber Company, Inc. principal, and J.P. Reynolds and WAITER POPE, sureties, are held and firmly bound unto the defendant in the sum of \$6062.80, for the payment whereof well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed the 5th day of November, 1963.

The condition of the above obligation is such, that, whereas the person applying, before judgment by the plaintiff against the defendant in the above-entitled suit, for the writ of garnishment, in behalf of the plaintiff has filed an affidavit for garnishment, in the above-entitled court, against defendant to naming said Baldwin County Savings & Loan Association, as garnishee, claiming that plaintiff expects to recover from the defendant the sum of \$3031.40 in said suit:

Now, if the plaintiff shall well and truly pay to the defendant all costs and damages the defendant may sustain in consequence of plaintiff vexatiously or improperly suing out said writ of garnishment, then this obligation to be void, else to remain in full force and virtue.

Reynolds Brothers Lumber Company,
Inc.

By

J.P. Reynolds President

Taken before and approved by me.

Walter Pope
Circuit Clerk

J.P. Reynolds Individually
Walter Pope

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Reynolds Brothers Lumber Company, Inc.

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court
of said County, against Levi S. Kline

for the sum of \$3031.40 Dollars and whereas, the said
Reynolds Brothers Lumber Co.

has entered into bond, and made affidavit by law that the said Levi S. Kline

is indebted to Reynolds Bro. Lumber Co. in the sum of \$3031.40

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such
judgment as may be recovered by Plaintiff, and that Baldwin County Savings & Loan
Association

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said _____

Baldwin County Savings & Loan Association

answer within thirty days from service hereof,

to be and appear/at the next term of the Circuit Court, to

be holden for the County of Baldwin, on _____, 19____
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at
the time of making your answer, or at any time intervening between the time of serving the gar-
nishment and making the answer, you were indebted to the defendant, and whether, you will
not be indebted to him in the future by a contract then existing, and whether by a contract then
existing, you are liable to him 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 pro-
perty, and whether you have not in your possession or under your control money or effects be-
longing to the defendant.

Witness my hand this 7th day of November, 1963

Ex-11-8-63

Alice D. Luck

Clerk.

No. 5804

Circuit Court of Baldwin County

REYNOLDS BROTHERS LUMBER CO.

VS.

Garnishment On Summons

LEVI S. KLINELINE

Issued 7th day of November, 1963

James A. Brice

Plaintiff's Attorney

Received 7 day of May 1963
and on 8 day of May 1963
served a copy of this writ on
on Bald. Co. Savings &
Leam Ann.
By service on Muckler

TAYLOR WILKINS, Sheriff

By *Richard* D.A.

Richard

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY *Carlisle Childers*
DEPUTY SHERIFF

REYNOLDS BROTHERS LUMBER COMPANY, INC.

PLAINTIFF

VS.

LEVI S. KLINELINE

DEFENDANT

BALDWIN COUNTY SAVINGS & LOAN ASSOCIATION

GARNISHEE

TO ANY LAWFUL OFFICER OF SAID COUNTY:

You are hereby commanded to notify Levi S. Kline line that on the 2 day of Nov, 1963, a Writ of Garnishment in the above stated case was issued to Baldwin County Savings & Loan Association, as Garnishee.

And you will return this Writ according to law.

WITNESS my hand this 2 day of November, 1963.

Alice J. Duck
Mrs. Alice J. Duck
Circuit Clerk

Received in this office the ___ day of _____, 1963.

Officer

Executed by serving a copy of the within writ on the 2 day of Nov, 1963.

Officer

5804

red 7 day of Nov. 1963
1 12 day of Dec. 1963
ad a copy of the within Notice
Levi S. Kline

vice on

TAYLOR WILKINS, Sheriff
Levi S. Kline
Deputy

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Carlisle Chedron
DEPUTY SHERIFF

Reynolds Bro. Lbr. Co.

Levi S. Kline

Serve - Levi S. Kline

Filed
T.A.B. 11/11/63

FILED

NOV 7 1963
CLERK
REGISTER

ORIGINAL
FILED
NOV 11 1963
CLERK
REGISTER

OFFICE

OFFICE

330

PLAINTIFF

vs.

LEVI S. KLINELINE

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

AFFIDAVIT ON GARNISHMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared J. P. Reynolds, who being first duly sworn, deposes and says: that he is president of Reynolds Brothers Lumber Company, Inc., plaintiff in the above styled cause; that the debt for which plaintiff sues is just, due and unpaid, and that the process of garnishment is necessary to obtain satisfaction of the debt; that the debt is Three Thousand Thirty-One and 40/100 (\$3031.40) Dollars; that Baldwin County Savings and Loan Association is believed to be chargeable as garnishee in the above styled cause; that garnishment against said garnishee is necessary in the pending suit in said cause for the recovery of said money debt; that said garnishment is not sworn or sued out to vex, harass or injure the defendant or the garnishee.

J. P. Reynolds
J. P. Reynolds

Sworn to and subscribed before
me this 52 day of November, 1963.

~~No Copy No 116~~

CECIL G. CHASON

ATTORNEY-AT-LAW
FOLEY, ALABAMA

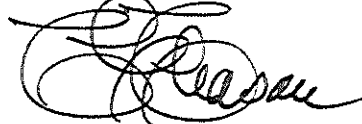
November 26, 1963

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

Dear Mrs. Duck:

Enclosed is demurrer in the case of Reynolds
Brothers Lumber Company Inc. vs Levi S. Klineline,
a copy of which is this day being sent to the attorney
for the Plaintiff.

Yours very truly,



C. G. Chason

CGC:dc

Encl. 1

cc: Mr. James A. Brice
Attorney at Law
Foley, Alabama

REYNOLDS BROTHERS LUMBER COMPANY, INC.

PLAINTIFF

VS.

LEVI S. KLINELINE

DEFENDANT

IN THE CIRCUIT COURT OF

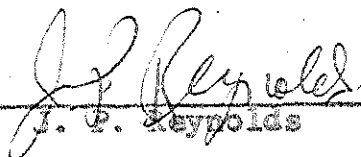
BALDWIN COUNTY, ALABAMA

AT LAW

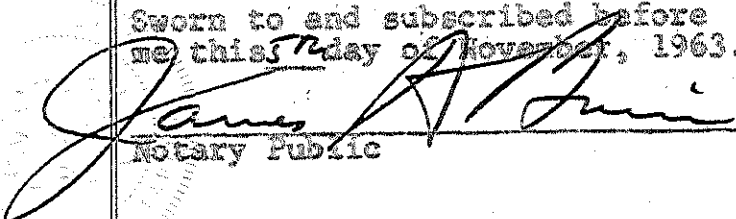
AFFIDAVIT ON GARNISHMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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J. P. Reynolds

Sworn to and subscribed before
me this 2nd day of November, 1963.


Notary Public

BOND

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Know all men by these presents, that we, Reynolds Brothers Lumber Company, Inc. principal, and J. P. Reynolds and Walter Pope, sureties, are held and firmly bound unto the defendant in the sum of \$6062.80, for the payment whereof well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed the 5th day of November, 1963.

The condition of the above obligation is such, that, whereas the person applying, before judgment by the plaintiff against the defendant in the above-entitled suit, for the writ of garnishment, in behalf of the plaintiff has filed an affidavit for garnishment, in the above-entitled court, against defendant to naming said Baldwin County Savings & Loan Association, as garnishee, claiming that plaintiff expects to recover from the defendant the sum of \$3031.40 in said suit:

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Reynolds Brothers Lumber Company,
Inc.

By

J. P. Reynolds

President

Taken before and approved by me.

J. P. Reynolds

Individually

Circuit Clerk

Walter Pope

BOND

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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Now, if the plaintiff shall well and truly pay to the defendant all costs and damages the defendant may sustain in consequence of plaintiff vexatiously or improperly suing out said writ of garnishment, then this obligation to be void, else to remain in full force and virtue.

Reynolds Brothers Lumber Company,
Inc.

By

J. P. Reynolds President
J. P. Reynolds Individually
Walter Pope

Taken before and approved by me.

Circuit Clerk

REYNOLDS BROTHERS LUMBER COMPANY, INC.

PLAINTIFF

VS.

LEVI S. KLINELINE

DEFENDANT

BALDWIN COUNTY SAVINGS & LOAN ASSOCIATION

GARNISHEE

TO ANY LAWFUL OFFICER OF SAID COUNTY:

You are hereby commanded to notify Levi S. Klineline that on the ____ day of _____, 1963, a Writ of Garnishment in the above stated case was issued to Baldwin County Savings & Loan Association, as Garnishee.

And you will return this Writ according to law.

WITNESS my hand this ____ day of November, 1963.

Mrs. Alice J. Duck
Circuit Clerk

Received in this office the ____ day of _____, 1963.

Officer

Executed by serving a copy of the within writ on the ____ day of _____, 1963.

Officer