

DONALD C. LINDEN and HARRY	:	IN THE CIRCUIT COURT OF
M. LINDEN,	:	BALDWIN COUNTY, ALABAMA
Plaintiffs,	:	AT LAW
VS:	:	
JAMES HOWELL,	:	
Defendant	:	No. 7973

ORDER

WHEREAS, by order entered by this Court in this cause on May 24, 1968, the sum of \$773.95 was ordered to be paid to Roy E. Walker, Walker's Boat Works at Orange Beach, Alabama, from the sum of \$1,600.00 held by the Clerk of this Court pursuant to attachment issued in this cause on a 1942 Cris-Craft boat, Cruiser, Serial No. K23112, 25 foot 8 inches length, wood construction gas power, and

WHEREAS, the Clerk of this Court now holds the remaining amount of \$826.05 for the benefit of the Plaintiffs in this cause, at whose instance the said writ of attachment had been issued, and

WHEREAS, on May 27, 1968, judgment was entered by the Court in this cause in favor of the Plaintiffs and against the Defendant in the amount of \$6,180.00, together with costs of court, it is therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the said sum of \$826.05 presently held by the Clerk of this Court be and it is hereby condemned in payment of costs of court accrued in this cause and in partial satisfaction of the said judgment rendered in favor of Plaintiffs and against the Defendant in this cause, and the Clerk of this Court is hereby ordered to

deduct from the said amount of \$826.05 the costs of court accrued herein and to pay the remaining amount to the attorneys of record for Plaintiffs upon the execution by them on the records of this Court of the appropriate notation and acknowledgment of partial satisfaction of judgment.

DONE this 5<sup>th</sup> day of September, 1968.

Julian A. Madabura  
Circuit Judge

DONALD C. LINDEN and HARRY	:	IN THE CIRCUIT COURT OF
M. LINDEN,	:	
	:	BALDWIN COUNTY, ALABAMA
Plaintiffs,	:	
	:	AT LAW
VS:	:	
	:	
JAMES HOWELL,	:	
	:	
Defendant	:	No. 7973
	:	

ORDER

WHEREAS, by order entered by this Court in this cause on May 24, 1968, the sum of \$773.95 was ordered to be paid to Roy E. Walker, Walker's Boat Works at Orange Beach, Alabama, from the sum of \$1,600.00 held by the Clerk of this Court pursuant to attachment issued in this cause on a 1942 Cris-Craft boat, Cruiser, Serial No. K23112, 25 foot 8 inches length, wood construction gas power, and

WHEREAS, the Clerk of this Court now holds the remaining amount of \$826.05 for the benefit of the Plaintiffs in this cause, at whose instance the said writ of attachment had been issued, and

WHEREAS, on May 27, 1968, judgment was entered by the Court in this cause in favor of the Plaintiffs and against the Defendant in the amount of \$6,180.00, together with costs of court, it is therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the said sum of \$826.05 presently held by the Clerk of this Court be and it is hereby condemned in payment of costs of court accrued in this cause and in partial satisfaction of the said judgment rendered in favor of Plaintiffs and against the Defendant in this cause, and the Clerk of this Court is hereby ordered to

deduct from the said amount of \$826.05 the costs of court accrued herein and to pay the remaining amount to the attorneys of record for Plaintiffs upon the execution by them on the records of this Court of the appropriate notation and acknowledgment of partial satisfaction of judgment.

DONE this 5<sup>th</sup> day of September, 1968.

Julius G. Hadden  
Circuit Judge

DONALD C. LINDEN and  
HARRY M. LINDEN,  
Plaintiffs,

Vs.

JAMES HOWELL,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7973

APPLICATION FOR  
ATTACHMENT RELEASE  
AND  
CONFIRMATION OF SALE

Comes now the Defendant, by his Attorney, Kenneth Cooper, Esquire, and makes known unto Your Honor that the Plaintiffs in this cause did, on 2 March, 1968, levy by attachment, the following described property of the Defendant's, to-wit:

One 1942 Cris-Craft Boat, Cruiser,  
Serial No. K23112, 25' 8" length,  
wood construction, gas power;

that said boat is tied up at Roy Walker's Marina, at Orange Beach, Alabama; that the attachment provided it was "subject to any legitimate claim by Roy Walker for work and labor done upon said boat", and Roy Walker advises his claim is approximately \$771.00; that your Defendant, by his Attorney, has obtained the consent of the Attorney of Record for Plaintiffs in this cause, to-wit, William H. McDermott, for the sale of said boat for the sum of \$1,600.00, as is, to W. N. Johnson, of Selma, Alabama, and also the consent of Hon. James A. Owen as Attorney for Lone Star Cement Company who has a judgment against the Defendant, and Hon. David W. Green, as Attorney for Thomas Stevens, who also has a suit pending against the Defendant; that the said sum of \$1,600.00 is a fair and reasonable price for the above described boat.

Wherefore, your Defendant prays this Honorable Court to release the attachment on above boat, upon the said W. N. Johnson paying into this Court the said sum, and confirm the sale of said boat.

**FILED**

APR 22 1968

**Alice J. Eick**

CLERK  
REGISTER

**333**  
*Kenneth Cooper*  
ATTORNEY FOR DEFENDANT

ORDER FOR  
RELEASE OF ATTACHMENT  
AND  
CONFIRMATION OF SALE

The foregoing Application having been presented to this Court, and its contents fully understood, the Court hereby grants the relief prayed for. It is therefore

ORDERED, ADJUDGED and DECREED by the Court that the attachment issued upon above described boat is released, and the Court confirms the sale of said boat by James Howell, a/k/a James W. Howell, to W. N. Johnson, of Selma, Alabama, for the sum of \$1,600.00, when the said sum is paid to the Clerk of this Court, Alice J. Duck, for disbursement to be decided later.

*Julius J. Mathis*  
CIRCUIT JUDGE

FILED

APR 22 1968

ALICE J. DUCK CLERK  
REGISTER

DONALD C. LINDEN and  
HARRY M. LINDEN,  
  
Plaintiffs,  
  
Vs.  
  
JAMES HOWELL,  
  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
  
AT LAW  
  
CASE NO. 7973

ORDER

WHEREAS this Court did heretofore order the sale of one 1942 Cris-Craft Boat, Cruiser, Serial No. K23112, 25' 8" length, wood construction gas power, owned by James W. Howell, for the benefit of his creditors, and

WHEREAS the said sale has been consummated and the proceeds therefrom, to-wit, \$1,600.00, paid to the Clerk of this Court, and

WHEREAS Walker's Boat Works did have a lien on said boat of \$773.95, which amount the Court finds to be reasonable, and that said amount is due, and no part thereof paid, it is therefore

ORDERED, ADJUDGED AND DECREED by the Court that Alice J. Duck, Clerk of this Court, forthwith pay to Roy E. Walker, Walker's Boat Works, at Orange Beach, Alabama, the said sum of \$773.95.

DONE this 24<sup>th</sup> day of May, 1968.

J. Robert A. McDaniel  
CIRCUIT JUDGE

FILED

MAY 24 1968

ALICE J. DUCK CLERK  
REGISTER

97 033

DONALD C. LINDEN and HARRY M.  
LINDEN,

Plaintiffs,

-VS-

JAMES HOWELL,

Defendant,

SOUTH BALDWIN DEVELOPMENT CORP,  
INC., a corporation, MAGNOLIA  
LAND COMPANY, and FOLEY &  
COMPANY,

Garnishees

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

1973

Come the above companies, acting by and through J. B. Foley,  
President of each, and in answer to the writ of garnishment dated  
February 1, 1968, as served in this case, shows as follows:-

That James Howell has at certain times in the past repre-  
sented the above companies in his capacity as attorney at law;  
that to the best of affiant's knowledge, information and belief,  
none of these companies are indebted to the said James Howell in  
any amount, nor have any of said companies, to the best informa-  
tion and belief of the affiant, been indebted to said James  
Howell in any amount, either at the time of service of said  
garnishment or at the time of making this answer, or at any time  
intervening; that no statements for legal services have been sub-  
mitted which are unpaid, nor have any statements of any kind been  
submitted since the service of said garnishment; that the said  
companies will not be indebted to said Defendant in the future by  
virtue of a contract then or now existing, nor will any be liable  
to the Defendant by virtue of a contract then or now existing 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; that these companies do  
not have in their possession or under their control any monies or  
effects belonging to the Defendant.

J. B. Foley  
J. B. Foley

FILED

MAR 1 1968

Sworn to and subscribed before  
me on this the 29<sup>th</sup> day of  
February, 1968.

C. G. C.

Betty Martin Singleton  
Notary Public, Baldwin County  
State of Alabama

ALICE J. DUCK CLERK  
REGISTER

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McDERMOTT & SLEPIAN  
ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
MOBILE ALABAMA  
36601

WILLIAM H. McDERMOTT  
RONALD P. SLEPIAN  
THOMAS E. BRYANT, JR.  
EDWARD B. McDERMOTT

MAILING ADDRESS:  
POST OFFICE DRAWER 2025  
PHONE 432-2632

September 4, 1968

Judge Telfair J. Mashburn  
Circuit Court of Baldwin County  
Baldwin County Court House  
Bay Minette, Alabama 36507

In re: Donald C. Linden and Harry M. Linden  
vs: James Howell  
Circuit Court No. 7973, At law

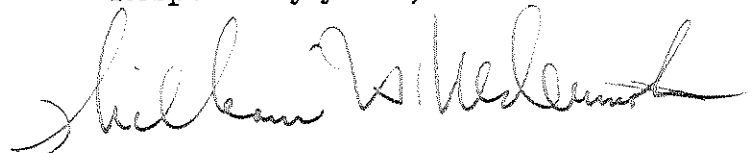
Dear Judge Mashburn:

As you know, an attachment was issued in this case at our request upon a boat, as to which Roy Walker of Orange Beach held a lien. By order issued by you on May 24, 1968, \$773.95 was ordered paid to Roy Walker from the \$1,600.00 held by the Clerk of the Court in satisfaction of his lien. On May 27, 1968, judgment was rendered in favor of the Plaintiffs, our clients, and against the Defendant for \$6,180.00, plus costs.

I have prepared and am enclosing original and copy of an order prepared for your signature condemning the remaining amount of \$826.05 for payment of costs and partial satisfaction of our judgment. I would appreciate it if you would sign this order and by copy of this letter I am asking Mrs. Duck to notify me when the order has been signed and filed in order that we can execute the appropriate evidence of partial satisfaction on the records of the Circuit Court.

With best wishes, I am,

Respectfully yours,



William H. McDermott  
For the Firm

WHMcD:gs  
Enclosure

cc: Mrs. Alice J. Duck, Clerk  
Messrs. Donald C. Linden and Harry M. Linden

DONALD C. LINDEN and  
HARRY M. LINDEN

IN THE CIRCUIT COURT, BALDWIN COUNTY

Plaintiffs,

vs.

JAMES HOWELL

Defendant,

THE FIRST NATIONAL BANK OF MOBILE

Garnishee.

ANSWER

Comes B. F. King, III, Vice President and Cashier of The First National Bank of Mobile, Mobile, Alabama, and says that he, as Vice President and Cashier of The First National Bank of Mobile is duly authorized by said The First National Bank of Mobile to make this answer to garnishment for and on its behalf, answering the garnishment served on the bank on the 9th day of February, 1968, in the above entitled cause, says that The First National Bank of Mobile is indebted to the said defendant in the entitled cause in an account in The First National Bank of Mobile, Mobile, Alabama, with a balance of \$11,340.40. Garnishee further states that on January 17, 1968 Garnishee was served with a garnishment by the Circuit Court, Mobile County, Alabama in the amount of \$18,000.00, on which Garnishee has fully answered on the 13th day of February, 1968.

Garnishee having fully answered prays to be discharged with reasonable costs in this behalf expended.

B. F. King III  
Vice President and Cashier

Subscribed and sworn to before me  
on this 23rd day of February, 1968.

Charles R. Rain  
Notary Public, Mobile County, Alabama

My Commission Expires:

8/18/71

FILED

FEB 26 1968

ALICE J. DUCK  
CLERK

FOR ATTACHMENT

(9) A boat owned by, or an equity therein owned by, James Howell, Defendant in this case, approximately 27 feet in length and presently stored at Roy Walker's Marina at Orange Beach (Baldwin County), Alabama, subject to any legitimate claim by Roy Walker for work and labor done upon said boat.

ATTACHMENT

THE STATE OF ALABAMA,  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Donald C. Linden and Harry M. Linden,

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

James Howell

is justly indebted to the Plaintiffs Donald C. Linden and Harry M. Linden,

in the sum of Six Thousand and no/100 - - - - Dollars, and

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

James Howell: As Attached hereto:

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on within 30 days from the service hereof,  
Monday of 19  
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 23rd day of February A. D., 1968

Alice J. Duck Clerk.

No. 7973

## ATTACHMENT

DONALD C. LINDEN & HARRY M. LINDEN

Vs. ATTACHMENT

JAMES HOWELL

Issued February 23, 1968

Moore Printing Co.

Sheriff claims 72 miles at  
Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff  
Y. J. M. Eastburn  
DEPUTY SHERIFF

The Within Property is  
Attached by Seizing  
Jim Howell.  
Boat at Ray Walker's  
in Orange Beach, Ala.  
and by serving  
Notice of Levy on  
James Howell

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McDermott, Slepian & Feibelman  
P. O. Drawer 2025- Mobile, Ala

DONALD C. LINDEN and	:	IN THE CIRCUIT COURT OF
HARRY M. LINDEN,	:	BALDWIN COUNTY, ALABAMA
Plaintiffs,	:	
VS.	:	AT LAW
JAMES HOWELL,	:	
Defendant	:	CASE NO. _____

Come now the Plaintiffs and amend the description of the Chris Craft Boat heretofore requested to be levied upon in attachment, and further describe said boat as follows (this boat being the property listed and identified as Item 1 in the list of property requested to be attached and filed at the same time as the original Complaint was filed herein):

That certain Chris Craft Boat, 1958 Model, 34' 7" in length, Registration Number 2521 UB, known as "Legal Eagle".

McDERMOTT, SLEPIAN & FEIBELMAN  
Attorneys for Plaintiffs

By: *Hillean W. Williams*  
Of Counsel

FILED

FEB 19 1988

ALICE J. DICK

CLERK  
REGISTER

# Notice of Levy on Real Estate

Donald C. Linden & Harry M. Linden Plaintiff,

vs.

James Howell

Defendant

Baldwin County Circuit Court

To Harry Dolive Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz:

Southwest quarter of the southwest quarter of the southeast quarter of Section 5, Township 5 South, Range 3 East, containing approximately 10 acres.

STATE OF ALABAMA,  
BALDWIN COUNTY,

I certify that this instrument was filed on

STATE OF ALABAMA,  
BALDWIN COUNTY,

I certify that this instrument was filed on

FEB 19 1968

FEB 19 1968

and that no tax was collected. Recorded in

Book

Page

By

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 19th day of February 1968

Sheriff of Baldwin County, Alabama

BOOK

6 PAGE 321

DONALD C. LINDEN and HARRY	)	
M. LINDEN,	)	
	)	
Plaintiffs,	)	IN THE CIRCUIT COURT OF
	)	
-vs-	)	BALDWIN COUNTY, ALABAMA
JAMES HOWELL,	)	
	)	AT LAW
Defendant,	)	7973
	)	
THE TOWN OF GULF SHORES,	)	
ALABAMA,	)	
	)	
Garnishee	)	

Comes the Town of Gulf Shores, a municipal corporation, acting by and through its Mayor, who is hereunto duly authorized, and for answer to the writ of garnishment dated January 25, 1968, served on the said Town of Gulf Shores in this cause, shows as follows:-

That James Howell has been representing the Town of Gulf Shores as its attorney on a retainer fee basis and that no retainer fees are due and payable to him; that the said James Howell, as such attorney, has performed services for which he would be entitled to additional compensation in connection with the construction and funding of a sewer system in the Town of Gulf Shores if and when contracts are let, funds obtained, and bonds issued in connection therewith. However, payment will only be due at such time as funds are available through Government participation, sale of bonds, etc; that James Howell is no longer representing the Town of Gulf Shores as its attorney and that another attorney has been retained to complete the legal work necessary and required in connection with the municipal sewer project, and that there has been no determination of the amount which will be due to the said James Howell, or what per centage of the fee will be paid to the other attorney or attorneys involved in connection with this project, if and when the funds are available and contracts let; that the Town of Gulf Shores is indebted to the said Defendant in no other sum or in no other manner, either at the time of service of said garnishment, or at the time of the making of this answer, or at any time intervening



the service of said garnishment and making this answer; that it will not be indebted to said Defendant in the future by virtue of a contract then or now existing, except the sums in an undetermined amount which may be found to be due in connection with the sewer project as aforesaid; nor will it be liable to the Defendant by virtue of a contract now existing 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, except possible funds to become payable in connection with the sewer project as aforesaid; that this garnishee does not have in its possession or under its control money or effects belonging to said Defendant; that it has no contract with said Defendant and is not liable to him in any other manner than as hereinabove set forth.

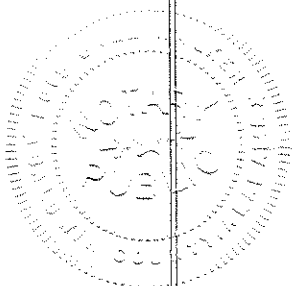
TOWN OF GULF SHORES, a Municipal Corporation

By *Maudie J. O'Connor*  
Mayor

As Garnishee

Sworn to and subscribed before me on this the 12<sup>th</sup> day of February, 1968.

*Leis Hale Walker*  
Notary Public, Baldwin County  
State of Alabama



FILED  
FEB 15 1968  
ALICE J. LUNA CLERK  
REGISTER

21 323

ATTACHMENT

THE STATE OF ALABAMA, {  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Donald C. Linden & Harry M. Linden

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that  
James Howell

is justly indebted to the Plaintiff Donald C. Linden & Harry M. Linden

in the sum of Six Thousand and no/100 - - - Dollars, and  
Donald C. Linden & Harry M. Linden, with United States Fidelity & Guaranty  
Co., By: James M. Gaulk, Atty. in fact, 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  
James Howell - Property listed on Attached sheet

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on within 30 days from service hereof,  
Monday of 19  
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 1st day of February A. D., 1968

Alice J. Duck Clerk.

No. 7973

# ATTACHMENT

DONALD C. LINDEN & HARRY M. LINDEN,

Vs. { ATTACHMENT

JAMES HOWELL,

Issued February 1, 1968

Moore Printing Co.

McDermott, Slepian & Feibelman  
P. O. Drawer 2025- Mobile, Ala.

Attached the following  
real estate by filing  
a copy of notice of Levy in probate office & serving  
on James Howell. Dated 2/2/68

Lots 8 and 9, Block 35, Foley, (the description of  
said property being more particularly described in  
mortgage recorded in Book 489, pages 691-693 of  
the Probate records of Baldwin County, Alabama,  
wherein the mortgagee is Margaret Lawrenz Swain,  
individually and as trustee of Cordelia E. Swain and  
Larry A. Swain).

Taylor Wilkins & Huff  
By Joe Eastburn, D.S.  
Joley 72 miles

Attached the following property by filing  
copy of Notice of Levy in probate office &  
serving a copy on James Howell. 2/2/68

Southwest quarter of the southwest quarter of the  
southeast quarter of Section 5, Township 5 South,  
Range 3 East, containing approximately 10 acres.

Taylor Wilkins & Huff  
By Joe Eastburn, D.S.  
Joley 72 mi

Not found as to the boat & notes  
in Wift's yard. Notice of Levy served  
on Wift. 2/2/68

Taylor Wilkins & Huff  
By Joe Eastburn, D.S.  
Joley 21 mi

Received 7 day of Feb 1968  
on 10 day of Feb 1968  
Received a copy of the within Attach  
James Howell

Service on  
TAYLOR WILKINS, Sheriff  
By Joe Eastburn D.S.  
Joley 72 miles

UNABLE to obtain stock (12 shares)  
in South Baldwin Development Corp, INC.  
from Defendant.

attached stock by the following:  
Served Notice to Jimmy Turkiewicz, President  
this 10th day of February 1968  
Joe Eastburn D.S.  
Foley, Ala.

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

STATE OF ALABAMA

Baldwin County

TO James Howell....., Defendant.....:

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

Donald C. Linden & Harry M. Linden..... Plaintiff.....versus James Howell..... Defendant.....now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which South Baldwin Development Corp., Inc., a corp., Magnolia Land Company and Foley & Company,

has been named as Garnishee.S....

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

1st day of February....., 1968.....W. J. L. L. L.  
Clerk of the Circuit Court.

EX-313

Executed 2/9/68

Received 7 day of Feb. 1968  
and on 7 day of Feb. 1968  
I served a copy of the within Notice  
on James Howell

By service on James Howell

TAYLOR WILKINS, Sheriff

By J. M. Eastman  
Gale, Ala.

Sheriff claims 72 miles at  
72

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

BY

J. M. Eastman  
DEPUTY SHERIFF

7973

## NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO

.....JAMES HOWELL,.....Defendant.....

.....DONALD C. LINDEN & HARRY M. LINDEN

Plaintiff.....

VS.

JAMES HOWELL,

Defendant.....

The State of Alabama, }  
Baldwin County

## CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greetings:

Whereas Donald C. Linden & Harry M. Linden

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of  
said County, against James Howell

for the sum of Six Thousand and no/100 - - - Dollars and whereas, the said

Harry M. Linden & Donald C. Linden with United States Fidelity & Guaranty Co.,

by James M. Paulk, Attorney in Fact,

have ~~xxx~~ entered into bond, and made affidavit as required by law that the said

James Howell

is indebted to Donald C. Linden & Harry M. Linden in the sum of Six Thousand and no/100 - - -

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 South Baldwin Development Corp., Inc.,  
a corp., Magnolia Land Company and Foley & Company, are

is believed to be chargeable as garnishees in the cause.

YOU ARE THEREFORE, commanded to summon the said South Baldwin Development Corp.,

Inc., a corp., Magnolia Land Company and Foley & Company,

within 30 days from the service hereof,  
to be and appear ~~at the~~ term of the Circuit Court, to

be holden for the County of Baldwin, on above 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  
garnishment 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 property,  
and whether you have not in your possession or under your control money or effects belonging to the  
defendant.

Witness my hand this 1st day of February, 1968

W. J. Paulk, Clerk

Received 7 day of Feb. 1968  
on 9 day of Feb. 1968  
served a copy of the within Ham.

South Baldwin Development Corp., Inc.

service on James Jurkiewicz

TAYLOR WILKINS, Sheriff  
By J. M. Eastman  
Foley, Ala.

Received 7 day of Feb. 1968  
on 9 day of Feb. 1968  
served a copy of the within Ham.

Magnolia Land Co.

service on Betty Singleton, Corp.  
officer

TAYLOR WILKINS, Sheriff  
By J. M. Eastman  
Foley, Ala.

Received 7 day of Feb. 1968  
on 9 day of Feb. 1968  
served a copy of the within Ham.

Foley & Company

service on Betty Singleton Corp. Officer

TAYLOR WILKINS, Sheriff  
By J. M. Eastman  
Foley, Ala.

No 7973

Circuit Court of Baldwin County

DONALD C. LINDEN & HARRY M. LINDEN

VS. } GARNISHMENT ON SUMMONS

JAMES HOWELL

Issued 1st day of Feb. 1968

South Baldwin Development Corp., Inc.,  
may be served by serving Mr. John J.  
Jurkiewicz, 210 West Laurel Ave., Foley,  
Magnolia Land Co. & Foley & Company  
may be served by serving Mr. J. B. Foley,  
South McKenzie Street, Foley, Ala.,

McDermott, Slepian & Feibelman  
P.O. Drawer 2025 Plaintiff's Attorney  
Mobile, Ala.  
Printed by Moore Printing Co. 216

Ten Cents per mile Total \$ 21.60  
TAYLOR WILKINS, Sheriff  
BY J. M. Eastman  
DEPUTY SHERIFF

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greetings:

Whereas DONALD C. LINDEN & HARRY M. LINDEN,  
have  
~~has~~ commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of  
said County, against James Howell

for the sum of Six Thousand and no/100 (\$6,000.00) Dollars and whereas, the said  
Donald C. Linden & Harry M. Linden with United States Fidelity & Guaranty Co.,

by: James M. Paulk, Attorney-in-Fact,

has entered into bond, and made affidavit as required by law that the said James Howell

Harry M. Linden,  
is indebted to Donald C. Linden & in the sum of Six Thousand and no/100

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 Alice J. Duck, Clerk, Circuit Court,  
Baldwin County, Alabama and Town of Gulf Shores, Alabama, and the First National  
Bank of Mobile (James Howell Trust Account)

are ~~is~~ believed to be chargeable as garnishees in the cause.

YOU ARE THEREFORE, commanded to summon the said Alice J. Duck, Clerk, Circuit Court  
Baldwin County, Alabama and Town of Gulf Shores, Alabama and First National Bank of  
Mobile (James Howell Trust Account)

within 30 days from the Service hereof  
to be and appear ~~in the~~ 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  
garnishment 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 property,  
and whether you have not in your possession or under your control money or effects belonging to the  
defendant.

Witness my hand this 25th day of January, 1968

Rice J. Duck, Clerk

copy mailed for Mr. Howell  
on 1-26-68

314



ceived 26 day of Jan 1968  
on 29 day of Jan 1968

ved a copy of the within Jan.

Down of Bully Shores  
Claude O'Connor, Mayor

y service on Claude O'Connor Mayor

TAYLOR WILKINS, Sheriff  
By J. J. Estlin D. S.  
J. J. Estlin, also

ceived 26 day of Jan 1968

on 5 day of Feb 1968

ved a copy of the within Jan.

Alice J. Duck

service on

TAYLOR WILKINS, Sheriff  
By W. A. Talbot

Received 8 Day of Feb 1968

and on 9 Day of Feb 1968

I served a copy of this with Jan.

on First National Bank

of Mobile

by service on Mr King

Trust Officer

RAY D. BRIDGES, Sheriff

By M. C. Wainwright

Wainwright  
No 7993 4624

Circuit Court of Baldwin County

Donald C. Linder  
et al

VS. } GARNISHMENT ON SUMMONS

James Starwell

King 10

Issued day of 19

DEPUTY SHERIFF  
J. J. Estlin  
TAYLOR WILKINS, Sheriff  
Ten Cents per mile Total \$  
Sheriff claims 101  
miles at 89 68

Plaintiff's Attorney

Printed by Moore Printing Co  
MOBILE SHERIFF DEPT.

# Notice of Levy on Real Estate

Donald C. Linden & Harry M. \_\_\_\_\_ Plaintiff,  
Linden

vs.

Baldwin County Circuit Court

James Howell \_\_\_\_\_ Defendant

To Harry Dolive \_\_\_\_\_ Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment \_\_\_\_\_

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz: \_\_\_\_\_

Lots 8 and 9, Block 35, Foley, (the description of said property \_\_\_\_\_

being more particularly described in mortgage recorded in Book 489, \_\_\_\_\_

pages 691-693 of the Probate records of Baldwin County, Alabama, \_\_\_\_\_

wherein the mortgagee is Margaret Lawrenz Swain, individually and \_\_\_\_\_

as trustee of Cordelia E. Swain and Larry A. Swain). \_\_\_\_\_

STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed on

FEB 16 1968 *2:00 PM*

and that no tax was collected. Recorded in *Sis Pond*

Book 259 *Harry Dolive*  
Page \_\_\_\_\_ Judge of Probate

By \_\_\_\_\_

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 1 st day of February 19 68

*[Signature]*  
Sheriff of Baldwin County, Alabama

FOR GARNISHMENT

(1) South Baldwin Development Corporation, Inc., a corporation, is supposed to be indebted to, or have effects of the said James Howell, Defendant, in its possession or under its control, and Plaintiffs believe that process of garnishment against said South Baldwin Development Corporation, Inc. is necessary to obtain satisfaction of their debt from Defendant.

(2) Magnolia Land Company is supposed to be indebted to, or have effects of the said James Howell, Defendant, in its possession or under its control, and Plaintiffs believe that process of garnishment against said Magnolia Land Company is necessary to obtain satisfaction of their debt from Defendant.

(3) Foley & Company is supposed to be indebted to, or have effects of the said James Howell, Defendant, in its possession or under its control, and Plaintiffs believe that process of garnishment against said Foley & Company is necessary to obtain satisfaction of their debt from Defendant.

South Baldwin Development Corporation, Inc. may be served by serving Mr. John J. Jurkiewicz, 210 West Laurel Avenue, Foley, Alabama.

Magnolia Land Company and Foley & Company may be served by serving Mr. J. B. Foley, South McKenzie Street, Foley, Alabama.

**The State of Alabama,**  
**Mobile County**

Donald C. Linden and Harry M. Linden, Plaintiffs, vs.  
James Howell, Defendant. In the Circuit Court of  
S. S. Baldwin County, Alabama, At Law No. \_\_\_\_\_

and County \_\_\_\_\_ a Notary Public in and for said State  
PERSONALLY appeared before me, ~~James Howell, Clerk of the Circuit Court of Baldwin County, Alabama~~

who maketh oath and sayeth, that James Howell is \_\_\_\_\_

\_\_\_\_\_ indebted to Donald C. Linden and Harry M. Linden

in the sum of Six Thousand And No/100 (\$6,000.00)-- Dollars, and that  
Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, and the  
Town of Gulf Shores, Alabama, are Supposed to be indebted to, or have  
effects of the said James Howell

in their possession, or under their control, and that Donald C. Linden and Harry M. Linden  
believes process of Garnishment against said Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, and the Town of Gulf Shores, Alabama, and The First National Bank of Mobile (James Howell Trust Account)  
is necessary to obtain satisfaction of said debt.

Sworn to and Subscribed the 25 day

of January 1968, before me,

Notary Public, Mobile County, Alabama

**The State of Alabama,**  
**Mobile County**

KNOW ALL MEN BY THESE PRESENTS, That we Donald C. Linden and Harry M. Linden  
as Principal,  
and United States Fidelity & Guaranty Co. as Sureties  
of the County of Mobile, are held and firmly bound unto James Howell  
in the sum of Twelve Thousand and no/100 (\$12,000.00)--- Dollars, to be paid to the said  
James Howell

or his  
Attorney, Executors, Administrators or Assigns; for which payment, well and truly to be made, we bind  
ourselves and our heirs, executors or administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 25th day of January  
in the year of our Lord, one thousand nine hundred and sixty-eight.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the above bounden  
Donald C. Linden and Harry M. Linden hath the day of the  
date hereof, prayed a summons of Garnishment at the suit of Donald C. Linden and Harry M. Linden  
against the estate of the above named  
James Howell in the hands of  
Alice J. Duck, Clerk, Circuit Court, Baldwin County, Alabama and Town of Gulf Shores, Alabama, and the First National Bank of Mobile (James Howell Trust Account)  
for the sum of Six Thousand And No/100 (\$6,000.00)--- Dollars, and hath obtained the same  
returnable to the Circuit Court of Baldwin County, to be held at the present term.

Now, if the said Donald C. Linden and Harry M. Linden shall prosecute  
said suit to effect, and pay to the said James Howell  
all such damage as he may sustain by the wrongful or vexatious  
suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

approved this 25th day of  
January 1968  
FILED  
Alice J. Duck  
Clerk

JAN 25 1968

ALICE J. DUCK  
CLERK  
REGISTER

Harry M. Linden (Seal)  
Donald C. Linden (Seal)  
United States Fidelity & Guaranty Co. (Seal)  
By: James M. Gault (Seal)  
Attorney-in-Fact

No.....

VS. { Oath and Bond for  
Garnishment on  
Complaint and Summons

Filed.....19.....

.....  
Clerk

(CERTIFIED COPY)

## GENERAL POWER OF ATTORNEY

No. 73646

*Know all Men by these Presents:*

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

James M. Paulk

of the City of Prichard, State of Alabama  
its true and lawful attorney in and for the State of Alabama

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

James M. Paulk

may lawfully do in the premises by virtue of these presents.

*In Witness Whereof*, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 20th day of March, A. D. 19 61

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By L. Brent Wood

Vice-President.

(SEAL)

(Signed)

Kenneth S. Teeple

Assistant Secretary.

STATE OF MARYLAND

BALTIMORE CITY.

ss:

On this 20th day of March

, A. D. 19 61, before me personally came

L. Brent Wood, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Kenneth S. Teeple, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said L. Brent Wood and Kenneth S. Teeple were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A. D. 19 61

(Seal)

(Signed)

Anne M. O'Brien

Notary Public.

STATE OF MARYLAND.

BALTIMORE CITY.

Sct.

I, James F. Carney, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Anne M. O'Brien, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

*In Testimony Whereof*, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 20th day of March, A. D. 19 61.

(SEAL)

(Signed)

James F. Carney

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **H. G. Sachse**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **James M. Paulk**

of **Prichard, Alabama**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

January 25, 1968

*H G Sachse*

Assistant Secretary.

**THE STATE OF ALABAMA — MOBILE COUNTY** Donald C. Linden and Harry M. Linden, Plaintiffs, vs. James Howell, Defendant. In the Circuit Court of Baldwin Co., Ala.

CASE NO. \_\_\_\_\_ me, a Notary Public in and for said State and County  
Personally appeared before ~~James Howell, Clerk of the Circuit Court of said County~~

who maketh oath and sayeth that James Howell is  
\_\_\_\_\_ justly indebted to Donald C. Linden and Harry M. Linden

in the sum of Six Thousand And No/100 (\$6,000.00) ---  
\_\_\_\_\_ Dollars and that said  
Defendant has moneys, property or effects, liable to satisfy his debts which he  
~~fraudulently withholds; the Defendant temporarily resides out of the State of Alabama,~~  
and the Defendant is secreting himself

so that the ordinary process of law cannot be served upon him, and that an attachment is not sued out for  
the purpose of vexing or harrassing him, the said James Howell

Sworn to and subscribed the 25  
day of January 1968, before me }  
Notary Public, Mobile County, Alabama } Donald C. Linden

(Attachment Bond)

**KNOW ALL MEN BY THESE PRESENTS,** That we Donald C. Linden and Harry M. Linden,  
and United States Fidelity & Guaranty Co.

of the County of Mobile are held and firmly bound unto James Howell

in the sum of Twelve Thousand And No/100 (\$12,000.00)--- Dollars, to be paid to the said  
James Howell

his certain Attorneys, Executors, Administrators or Assigns, for which payment, well and truly to be made,  
we bind ourselves and our heirs, executors or administrators, jointly and severally, firmly by these presents.  
Sealed with our seals, and dated the 25th day of January in the year  
of Our Lord, one thousand, nine hundred and sixty-eight.

**The Condition of the above Obligation is such,** That whereas the above bounden Donald C.  
Linden and Harry M. Linden hath the day of the  
date hereof, before Clerk of the Circuit Court of ~~xxxx~~ Baldwin County, prayed an Attachment at the suit of  
Donald C. Linden and Harry M. Linden against the estate of the above named  
James Howell

for the sum of Six Thousand And No/100 (\$6,000.00)--- Dollars and hath obtained the same  
returnable to the present term of the Circuit Court of Mobile County.

Now, if the said Donald C. Linden and Harry M. Linden  
Shall prosecute said  
Attachment to effect, and pay to the said James Howell

all such damages he may sustain by the wrongful or vexatious  
suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

IN PRESENCE OF

Helen V. Simpson }  
Sandra Marciano } United States Fidelity & Guaranty Co.  
By: James M. Sault (Seal)  
Attorney-in-Fact

Filed Notary Public, Mobile County, Alabama Property to attach is described on a  
sheet attached hereto.  
and approved this 25 day  
of Jan. 1968 Wm. J. Duck - Clerk



No. \_\_\_\_\_

## OATH AND BOND

vs. } OATH AND BOND  
FOR ATTACHMENT

Filed in office,

19\_\_\_\_

CLERK

(CERTIFIED COPY)

# GENERAL POWER OF ATTORNEY

No. 73646

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

James M. Paulk

of the City of Prichard, State of Alabama  
its true and lawful attorney in and for the State of Alabama

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

James M. Paulk

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 20th day of March, A. D. 19 61

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By L. Brent Wood

Vice-President.

(SEAL)

(Signed)

Kenneth S. Teeple

Assistant Secretary.

STATE OF MARYLAND

BALTIMORE CITY.

On this 20th day of March

A. D. 19 61, before me personally came

L. Brent Wood, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Kenneth S. Teeple, Assistant Secretary of said Company, with both of

whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said L. Brent Wood and Kenneth S. Teeple were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A. D. 19 61

(Seal)

(Signed)

Anne M. O'Brien

Notary Public.

STATE OF MARYLAND,

BALTIMORE CITY.

Sct.

I, James F. Carney, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Anne M. O'Brien, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 20th day of March, A. D. 19 61.

(SEAL)

(Signed)

James F. Carney

Clerk of the Superior Court of Baltimore City.

FOR ATTACHMENT

(1) Twelve (12) shares of stock in South Baldwin Development Corporation, Inc., a corporation, issued to Defendant, James Howell, in his name and now located in the possession of, or in the custody or under the control of Defendant, James Howell, at his office, 224 West Laurel Avenue, Foley, Alabama, or at his place of residence in Foley, Alabama, or such shares may be located in the possession of, or in the custody or under the control of South Baldwin Development Corporation, Inc., which may be served by service of this writ of attachment on Mr. John J. Jurkiewicz, 210 West Laurel Avenue, Foley, Alabama.

(2) All of the right, title and interest of this Defendant, James Howell, in and to the following described real estate situated in Baldwin County, Alabama:

Lots 8 and 9, Block 35, Foley, (the description of said property being more particularly described in mortgage recorded in Book 489, pages 691-693 of the Probate records of Baldwin County, Alabama, wherein the mortgagee is Margaret Lawrenz Swain, individually and as trustee of Cordelia E. Swain and Larry A. Swain).

(3) All of the right, title and interest of this Defendant, James Howell, in and to the following described real estate situated in Baldwin County, Alabama:

Southwest quarter of the southwest quarter of the southeast quarter of Section 5, Township 5 South, Range 3 East, containing approximately 10 acres.

This property may be attached by service upon the Defendant in person or pursuant to the provisions of Section 853, Title 7, Code of Alabama 1940 inasmuch as it is our information that the Defendant has been discharged from the Pensacola Naval Air Station Hospital in Pensacola, Florida.

(4) Boat and motor presently located in the yard or upon the premises of Defendant's residence in Foley, Alabama.

## STATE OF ALABAMA

Baldwin County

TO James Howell....., Defendant.....:

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

Donald C. Linden & Harry M. Linden....., Plaintiff.....,versus James Howell....., Defendant.....,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Alice J. Duck, Clerk  
Circuit Court, Baldwin County, Alabama, Town of Gulf Shores, Alabama and the First  
National Bank of Mobile ( James Howell Trust Account)

has been named as Garnishee.S....

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

25th day of January....., 1968...

Alice J. Duck  
Clerk of the Circuit Court.

copy made 12-6-68

~~EXXEN~~

**NOTICE**  
**TO DEFENDANT OF GARNISHMENT**  
**BY**  
**CLERK OF CIRCUIT COURT**  
**BALDWIN COUNTY, ALABAMA**  
**TO**

.....  
.....  
.....  
.....  
Plaintiff.....

VS.

.....  
.....  
.....  
.....  
Defendant.....  
.....  
.....

# SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 7973

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....James Howell.....

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.....

.....James Howell....., Defendant.....

by .....Donald C. Linden and Harry M. Linden.....

....., Plaintiff.....

Witness my hand this.....25th.....day of.....January..... 19.68..

.....Clerk

sum & complt  
mailed C.M. 1-26-68

308

No. 7973

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

DONALD C. LINDEN & HARRY M.

LINDEN,

Plaintiffs

vs.

JAMES HOWELL

Defendants

SUMMONS AND COMPLAINT

Filed January 25, 1968

Alice J. Duck Clerk

McDermott, Slepian & Feibelman

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED  
Received In Office

MAR 5 1968

19.....

TAYLOR WILKINS  
SHERIFF

Sheriff

I have executed this summons

this 2<sup>nd</sup> day of April 1968

by leaving a copy with

James Howell

TAYLOR WILKINS, SHERIFF OF BALDWIN  
COUNTY, ALABAMA, CLAIM \$1.50 EACH  
FOR SERVING 1 PROCESS(S) AND  
TRAVEL EXPENSE ON EACH OF \$7.20  
PROCESS(S) OR A TOTAL OF \$8.70

Taylor Wilkins Sheriff  
John Eastman Deputy Sheriff  
Joley, Ala

DONALD C. LINDEN and  
HARRY M. LINDEN,

Plaintiffs,

VS:

JAMES HOWELL,

Defendant

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

No. 7993

COUNT ONE

Plaintiffs claim of the Defendant SIX THOUSAND AND NO/100 (\$6,000.00) DOLLARS, due from him for money on, to-wit, the 1st day of December, 1967, received by the Defendant to the use of the Plaintiffs, which sum of money, with the interest thereon, is still unpaid.

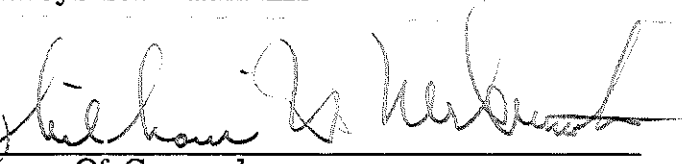
COUNT TWO

Plaintiffs claim of the Defendant SIX THOUSAND AND NO/100 (\$6,000.00) DOLLARS, due from him by account on, to-wit, the 1st day of December, 1967, which sum of money, with the interest thereon, is still unpaid.

COUNT THREE

Plaintiffs claim of the Defendant SIX THOUSAND AND NO/100 (\$6,000.00) DOLLARS, due from him for money loaned by the Plaintiffs to the Defendant on, to-wit, the 1st day of December, 1967, which sum of money with the interest thereon, is still unpaid.

McDERMOTT, SLEPIAN & FEIBELMAN  
Attorneys for Plaintiffs

By:   
Of Counsel

Attachment and garnishment are both issued simultaneously with the filing of this complaint. The Defendant is now located at the Pensacola Naval Air Station, Pensacola, Florida, and service may be made in accordance with the statutes relating to attachment and garnishment, particularly Title 7, Section 852, Code of Alabama.

JAN 25 1968

17 304

ALICE J. DUCK CLERK  
REGISTER



The State of Alabama, }  
Baldwin County

## CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greetings:

Whereas DONALD C. LINDEN & HARRY M. LINDEN,

have

~~has~~ commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of  
said County, against James Howell

for the sum of Six Thousand and no/100 (\$6,000.00) Dollars and whereas, the said  
Donald C. Linden & Harry M. Linden with United States Fidelity & Guaranty Co.,  
by: James M. Paulk, Attorney-in-Fact,

has entered into bond, and made affidavit as required by law that the said James Howell

Harry M. Linden,  
is indebted to Donald C. Linden & in the sum of Six Thousand and no/100  
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 Alice J. Duck, Clerk, Circuit Court,  
Baldwin County, Alabama and Town of Gulf Shores, Alabama, and the First National  
Bank of Mobile (James Howell Trust Account)

~~are~~ is believed to be chargeable as garnishees in the cause.

YOU ARE THEREFORE, commanded to summon the said Alice J. Duck, Clerk, Circuit Court,  
Baldwin County, Alabama and Town of Gulf Shores, Alabama and First National Bank of  
Mobile (James Howell Trust Account)

within 30 days from the Service hereof  
to be and appear ~~make~~ 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  
garnishment 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 property,  
and whether you have not in your possession or under your control money or effects belonging to the  
defendant.

Witness my hand this 25th day of January, 1968

Alice J. Duck, Clerk

FOR ATTACHMENT

✓ (1) Twelve (12) shares of stock in South Baldwin Development Corporation, Inc., a corporation, issued to Defendant, James Howell, in his name and now located in the possession of, or in the custody or under the control of Defendant, James Howell, at his office, 224 West Laurel Avenue, Foley, Alabama, or at his place of residence in Foley, Alabama, or such shares may be located in the possession of, or in the custody or under the control of South Baldwin Development Corporation, Inc., which may be served by service of this writ of attachment on Mr. John J. Jurkiewicz, 210 West Laurel Avenue, Foley, Alabama.

(2) All of the right, title and interest of this Defendant, James Howell, in and to the following described real estate situated in Baldwin County, Alabama:

Lots 8 and 9, Block 35, Foley, (the description of said property being more particularly described in mortgage recorded in Book 489, pages 691-693 of the Probate records of Baldwin County, Alabama, wherein the mortgagee is Margaret Lawrenz Swain, individually and as trustee of Cordelia E. Swain and Larry A. Swain).

(3) All of the right, title and interest of this Defendant, James Howell, in and to the following described real estate situated in Baldwin County, Alabama:

Southwest quarter of the southwest quarter of the southeast quarter of Section 5, Township 5 South, Range 3 East, containing approximately 10 acres.

This property may be attached by service upon the Defendant in person or pursuant to the provisions of Section 853, Title 7, Code of Alabama 1940 inasmuch as it is our information that the Defendant has been discharged from the Pensacola Naval Air Station Hospital in Pensacola, Florida.

(4) Boat and motor presently located in the yard or upon the premises of Defendant's residence in Foley, Alabama.

# Notice of Levy on Real Estate

Donald C. Linden & Harry M. \_\_\_\_\_ Plaintiff,  
Linden

vs.

Baldwin County Circuit Court

James Howell \_\_\_\_\_ Defendant

To Harry Dolive \_\_\_\_\_ Judge of Probate, Baldwin County, Alabama:

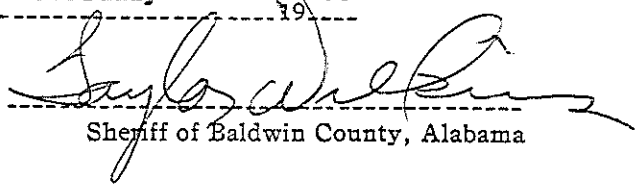
Notice is hereby given that under a Writ of Attachment \_\_\_\_\_

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property  
of said Defendants, described as follows, viz: \_\_\_\_\_

Southwest quarter of the southwest quarter of the southeast quarter  
of Section 5, Township 5 South, Range 3 East, containing approximately  
10 acres.

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 19th day of February 1968

  
\_\_\_\_\_  
Sheriff of Baldwin County, Alabama

Served on 19 day of Feb 1968  
on 21st day of Feb 1968

Served a copy of the within

James Howell

by service on

James Howell

TAYLOR WILKINS Sheriff

By

J. M. Eastman D. S.  
J. Foley, W. A.

Sheriff's Office

Ten Cents per copy

BY

J. M. Eastman  
DEPUTY SHERIFF

DONALD C. LINDEN and  
HARRY M. LINDEN,

Plaintiffs,

VS:

JAMES HOWELL,

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

No. \_\_\_\_\_

Pursuant to attachment prayed for and filed contemporaneously  
herewith, Plaintiffs pray for the attachment of the following described  
property:

1. That certain Chris Craft boat known as the Little Eagle or the  
Little Beagle docked at Ray Calloways Marina, Orange Beach, Alabama.

2. That certain motor vehicle described as a 1966 Pontiac  
Grand Prix #963D1506, tag No. 5-12366.

3. That certain motor vehicle described as a 1961 M.G.  
Convertible #GNW98929, tag No. 5-12367.

4. That certain motor vehicle described as a 1966 Imperial  
Crown #M43J6312757, tag No. 5-12368.

Such motor vehicles are located at 224 West Laurel Avenue, Foley,  
Alabama.

## STATE OF ALABAMA

Baldwin County

TO .....James Howell....., Defendant.....:

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

.....Donald C. Linden &amp; Harry M. Linden....., Plaintiff.....,

versus .....James Howell....., Defendant.....;

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which .....Alice J. Duck, Clerk  
Circuit Court, Baldwin County, Alabama, Town of Gulf Shores, Alabama and the First  
National Bank of Mobile (James Howell Trust Account).....

has.....been named as Garnishee.....s.

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

...25th day of .....January....., 19...68.

.....*Alice J. Duck*.....  
Clerk of the Circuit Court.

ATTACHMENT

THE STATE OF ALABAMA,  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Donald C. Linden and Harry M. Linden, Plaintiffs

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that  
James Howell

is justly indebted to the Plaintiffs Donald C. Linden and Harry M. Linden,

in the sum of Six Thousand and no/100 - - - - - (\$6,000 00) Dollars, and

Donald C. Linden and Harry M. Linden 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  
James Howell- (Property described on attached sheet)

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on \_\_\_\_\_ Monday of \_\_\_\_\_ 19\_\_\_\_  
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 25th day of January A. D., 1968.

Alice J. Duck Clerk.

The State of Alabama, }  
Baldwin County

## CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greetings:

Whereas DONALD C. LINDEN & HARRY M. LINDEN  
have  
~~has~~ commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of  
said County, against James Howell

for the sum of Six Thousand and no/100 (\$6,000.00) Dollars and whereas, the said  
Donald C. Linden & Harry M. Linden with United States Fidelity & Guaranty Co.,  
by: James M. Paulk, Attorney-in-Fact,

has entered into bond, and made affidavit as required by law that the said James Howell

Harry M. Linden,  
is indebted to Donald C. Linden & in the sum of Six Thousand and no/100  
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 Alice J. Duck, Clerk, Circuit Court,  
Baldwin County, Alabama and Town of Gulf Shores, Alabama, and the First National  
Bank of Mobile (James Howell Trust Account)

~~are~~ is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Alice J. Duck, Clerk, Circuit Courts  
Baldwin County, Alabama and Town of Gulf Shores, Alabama and First National Bank of  
Mobile (James Howell Trust Account)

within 30 days from the Service hereof  
to be and appear ~~make~~ 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  
garnishment 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 property,  
and whether you have not in your possession or under your control money or effects belonging to the  
defendant.

Witness my hand this 25th day of January, 1968

Alice J. Duck, Clerk

copy made for review for well  
1-2-68



STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned (Miss) Kathryn L. Howell, hereby execute  
this BAILEE'S RECEIPT for the motor vehicle described hereinbelow:

That certain motor vehicle described as a 1961  
MG Convertible, Tag No. 5-12367.

I am to deliver the above described motor vehicle to Donald C.  
Linden and Harry M. Linden, Silverhill, Alabama, Plaintiffs in attachment  
against James Howell in a case now pending in the Circuit Court of Baldwin  
County, Alabama, upon the happening of either of the following conditions:

- (1) James Howell fails to consent to judgment against him for  
\$6,000.00 in the Circuit Court of Baldwin County, Alabama, in  
the case described above, on Monday, February <sup>19</sup>~~8~~, 1968, or
- (2) After the entry of such judgment, if such judgment is not marked  
"satisfied in full" on the docket sheet of the Circuit Court of  
Baldwin County, Alabama on or before Monday, May 6, 1968.

I waive any notice to which I may be entitled of the happening of either  
or both of the above conditions, the happening of which will result in my obligation  
to perform delivery of said motor vehicle as hereinabove promised.

WITNESS my hand and seal on this the 9 day of February, 1968.

WITNESS:

James Eastman D.D.S.

x Kathryn L. Howell (SEAL)  
(Miss) Kathryn L. Howell

McDERMOTT, SLEPIAN & FEIBELMAN

ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA  
36601

WILLIAM H. McDERMOTT  
RONALD P. SLEPIAN  
HERBERT P. FEIBELMAN, JR.  
THOMAS E. BRYANT, JR.  
EDWARD B. McDERMOTT

MAILING ADDRESS:  
POST OFFICE DRAWER 2025  
PHONE 432-2632

February 8, 1968

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Baldwin County Court House  
Bay Minette, Alabama 36507

In re: Donald C. Linden and Harry M. Linden  
vs: James Howell  
Circuit Court of Baldwin County No. \_\_\_\_

Dear Mrs. Duck:

It is my understanding that Mr. Howell, the Defendant, has returned to his Foley residence and he can now be given personal service of the pending summons and complaint, instead of advertisement and/or registered mail service.

I am also, by means of this letter, striking from the list of property requested to be attached, that certain motor vehicle already attached and described as a 1966 Crown Imperial, Tag No. 5-12368. It is my request that this letter constitute authorization for the release of said motor vehicle from the writ of attachment inasmuch as I have learned of a prior outstanding security transaction which exists concerning that automobile.

With best wishes, I am,

Very truly yours,



William H. McDermott  
For the Firm

WHMcD:gs  
cc: Sheriff Taylor Wilkins  
Deputy Joe Eastburn  
Mr. Harry Linden

TAYLOR WILKINS

SHERIFF  
BALDWIN COUNTY  
BAY MINETTE, ALABAMA

February 10, 1968

To Jimmy Jurkiewicz, President South Baldwin Development Corp., Inc.

Notice is hereby given that ATTACHMENT is being made on twelve  
(12) shares of <sup>Stock</sup> in South Baldwin Development Corporation, Inc.,  
a corporation, issued to James Howell . This is in the case  
of Donald C. Linden & Harry M. Linden VS. James Howell, case  
Number-7973----- .

Taylor Wilkins, Sheriff of Baldwin County

  
By J.M. Eastburn, Deputy Sheriff

McDERMOTT, SLEPIAN & FEIBELMAN

ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

WILLIAM H. McDERMOTT

RONALD P. SLEPIAN

HERBERT P. FEIBELMAN, JR.

THOMAS E. BRYANT, JR.

EDWARD B. McDERMOTT

MAILING ADDRESS:

POST OFFICE DRAWER 2025

PHONE 432-2632

February 1, 1968

Deputy Sheriff Joe Eastburn  
Baldwin County Sheriff's Office  
Foley, Alabama 36535

In re: Donald C. Linden and Harry M. Linden  
-vs- James Howell, Circuit Court of Baldwin  
County No. \_\_\_\_\_

Dear Sheriff Eastburn:

First, I want to express my appreciation for your efforts and that of Sheriff Taylor Wilkins and his staff in Bay Minette for the prompt and efficient help which you have rendered our clients in this unfortunate situation. I have had a long telephone conversation with the Defendant, Mr. James Howell, and believing in his good faith the following authorization is given.

I am enclosing a Bailee's Receipt prepared for the signature of Miss Kathryn L. Howell, authorizing you to deliver to her the MG automobile which has been attached at our request, upon condition that she execute the Bailee's Receipt which is enclosed and delivers it to you for filing in court. Secondly, I am enclosing a duplicate Bailee's Receipt covering the Pontiac automobile which has not yet been attached. I understand that Mr. Howell intends to bring it to Baldwin County on this weekend and if he does so, I ask that it be attached, but that the enclosed Bailee's Receipt be executed by a Bailee other than a member of Mr. Howell's family, such person to be approved by either of the Plaintiffs in this case. Upon such person signing the receipt, it can be delivered to you and filed in court and the Pontiac automobile can be released to him.

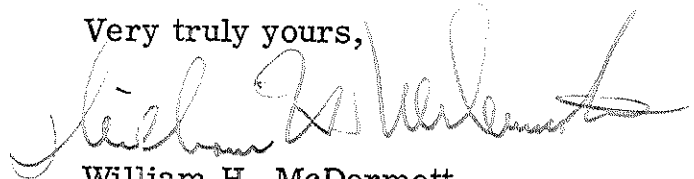
I am at the present time making inquiry in Mobile concerning the Chrysler automobile presently under attachment and I will be in contact with you with respect to that automobile as soon as possible.

Deputy Sheriff Joe Eastburn  
February 1, 1968  
Page Two

All other objects of attachment and garnishment will remain in effect and I ask that any objects of attachment or garnishment which have been filed by us and which have not yet been perfected or served be processed in the usual manner.

Again, my deep appreciation for your efforts.

Very truly yours,

A handwritten signature in cursive script, appearing to read "William H. McDermott", written in dark ink.

William H. McDermott  
For the Firm

WHMcD  
jb

cc: Sheriff Taylor Wilkins  
Mr. Harry M. Linden

**THE STATE OF ALABAMA — MOBILE COUNTY** Donald C. Linden and Harry M. Linden, Plaintiffs, vs. James Howell, Defendant. In the Circuit Court of Baldwin Co., AL  
CASE NO. \_\_\_\_\_

me, a Notary Public in and for said State and County  
Personally appeared before ~~John B. Mendenhall, Clerk of the Circuit Court of said County~~

who maketh oath and sayeth that James Howell is

justly indebted to Donald C. Linden and Harry M. Linden

in the sum of Six Thousand And No/100 (\$6,000.00) ---

\_\_\_\_\_ Dollars and that said Defendant has moneys, property or effects, liable to satisfy his debts which he fraudulently withholds; the Defendant temporarily resides out of the State of Alabama, and the Defendant is secreting himself

so that the ordinary process of law cannot be served upon him, and that an attachment is not sued out for the purpose of vexing or harrassing him, the said James Howell

Sworn to and subscribed the 25

day of January 19 68, before me

Helen V. Simpson  
Notary Public, Mobile County, Alabama

(Attachment Bond)

KNOW ALL MEN BY THESE PRESENTS, That we Donald C. Linden and Harry M. Linden, and United States Fidelity & Guaranty Co.

of the County of Mobile are held and firmly bound unto James Howell

in the sum of Twelve Thousand And No/100 (\$12,000.00)--- Dollars, to be paid to the said James Howell

his certain Attorneys, Executors, Administrators or Assigns, for which payment, well and truly to be made, we bind ourselves and our heirs, executors or administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated the 25th day of January in the year of Our Lord, one thousand, nine hundred and sixty-eight.

The Condition of the above Obligation is such, That whereas the above bounden Donald C. Linden and Harry M. Linden hath the day of the date hereof, before Clerk of the Circuit Court of Baldwin County, prayed an Attachment at the suit of Donald C. Linden and Harry M. Linden against the estate of the above named James Howell

for the sum of Six Thousand And No/100 (\$6,000.00)--- Dollars and hath obtained the same returnable to the present term of the Circuit Court of Mobile County.

Now, if the said Donald C. Linden and Harry M. Linden Shall prosecute said

Attachment to effect, and pay to the said James Howell

all such damages he may sustain by the wrongful or vexatious suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

IN PRESENCE OF

Helen V. Simpson

Sandra Marcellino

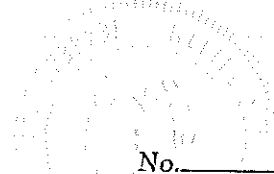
United States Fidelity & Guaranty Co. (Seal)

By: James M. Whitt (Seal)

Attorney-in-Fact

Filed James M. Whitt  
Notary Public, Mobile County, Alabama

Property to attach is described on a sheet attached hereto.



No. \_\_\_\_\_

**OATH AND BOND**

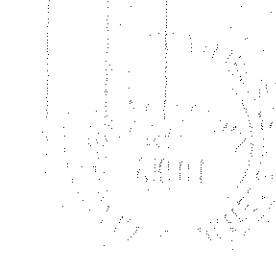
vs.

} **OATH AND BOND  
FOR ATTACHMENT**

**Filed in office,**

19\_\_\_\_

CLERK



McDERMOTT, SLEPIAN & FEIBELMAN

ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA

WILLIAM H. McDERMOTT  
RONALD P. SLEPIAN  
HERBERT P. FEIBELMAN, JR.  
THOMAS E. BRYANT, JR.  
EDWARD B. McDERMOTT

36601

MAILING ADDRESS:  
POST OFFICE DRAWER 2025  
PHONE 432-2632

February 8, 1968

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Baldwin County Court House  
Bay Minette, Alabama 36507

In re: Donald C. Linden and Harry M. Linden  
vs: James Howell  
Circuit Court of Baldwin County No. 7943

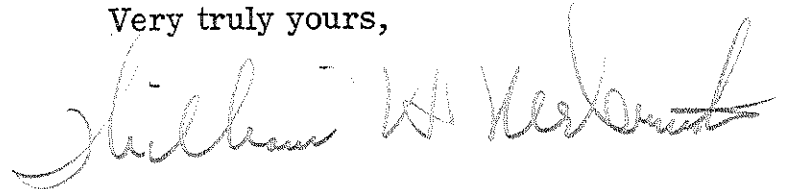
Dear Mrs. Duck:

It is my understanding that Mr. Howell, the Defendant, has returned to his Foley residence and he can now be given personal service of the pending summons and complaint, instead of advertisement and/or registered mail service.

I am also, by means of this letter, striking from the list of property requested to be attached, that certain motor vehicle already attached and described as a 1966 Crown Imperial, Tag No. 5-12368. It is my request that this letter constitute authorization for the release of said motor vehicle from the writ of attachment inasmuch as I have learned of a prior outstanding security transaction which exists concerning that automobile.

With best wishes, I am,

Very truly yours,



William H. McDermott  
For the Firm

WHMcD:gs  
cc: Sheriff Taylor Wilkins  
Deputy Joe Eastburn  
Mr. Harry Linden



The State of Alabama,  
Mobile County

Donald C. Linden and Harry M. Linden, Plaintiffs, vs.  
James Howell, Defendant. In the Circuit Court of  
S. S. Baldwin County, Alabama, At Law No. \_\_\_\_\_

and County  
~~County of said County~~

PERSONALLY appeared before me, ~~James J. Duck, Clerk of the Circuit~~  
a Notary Public in and for said State

who maketh oath and sayeth, that James Howell is

indebted to Donald C. Linden and Harry M.

Linden

in the sum of Six Thousand And No/100 (\$6,000.00)-- Dollars, and that  
Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, and the  
Town of Gulf Shores, Alabama, are Supposed to be indebted to, or have  
effects of the said James Howell

in their possession, or under their control, and that Donald C. Linden and  
Harry M. Linden believes process of Garnishment against said Alice J. Duck, Clerk of the Circuit Court of Baldwin  
County, Alabama, and the Town of Gulf Shores, Alabama, and The First National Bank of  
Mobile (James Howell Trust Account) is necessary to obtain satisfaction of said debt.

Sworn to and Subscribed the 25 day

of January 1968, before me,

Alice J. Duck Clerk  
Notary Public, Mobile County, Alabama

The State of Alabama,  
Mobile County

KNOW ALL MEN BY THESE PRESENTS, That we Donald C. Linden and Harry M.

Linden

as Principal,  
and United States Fidelity & Guaranty Co. as Sureties

of the County of Mobile, are held and firmly bound unto James Howell  
in the sum of Twelve Thousand and no/100 (\$12,000.00)--- Dollars, to be paid to the said  
James Howell

or his  
Attorney, Executors, Administrators or Assigns; for which payment, well and truly to be made, we bind  
ourselves and our heirs, executors or administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 25th day of January  
in the year of our Lord, one thousand nine hundred and sixty-eight.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the above bounden  
Donald C. Linden and Harry M. Linden hath the day of the  
date hereof, prayed a summons of Garnishment at the suit of Donald C. Linden and Harry M.  
Linden against the estate of the above named

James Howell in the hands of  
Alice J. Duck, Clerk, Circuit Court, Baldwin County, Alabama and Town of Gulf Shores,  
Alabama, and the First National Bank of Mobile (James Howell Trust Account)  
for the sum of Six Thousand And No/100 (\$6,000.00)-- Dollars, and hath obtained the same  
returnable to the Circuit Court of Baldwin County, to be held at the present term.

Now, if the said Donald C. Linden and Harry M. Linden shall prosecute  
said suit to effect, and pay to the said James Howell  
all such damage as he may sustain by the wrongful or vexatious  
suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

FILED

JAN 25 1968

ALICE J. DUCK

CLERK  
REGISTE

United States Fidelity & Guaranty Co.

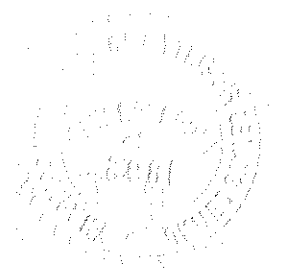
By: James M. Paulk  
Attorney-in-Fact

No.....

VS. { Oath and Bond for  
Garnishment on  
Complaint and Summons

Filed.....19.....

.....  
Clerk



McDERMOTT, SLEPIAN & FEIBELMAN  
ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA

WILLIAM H. McDERMOTT  
RONALD P. SLEPIAN  
HERBERT P. FEIBELMAN, JR.  
THOMAS E. BRYANT, JR.  
EDWARD B. McDERMOTT

36601

MAILING ADDRESS:  
POST OFFICE DRAWER 2025  
PHONE 432-2632

January 31, 1968

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Baldwin County Court House  
Bay Minette, Alabama 36507

In re: Donald C. Linden and Harry M. Linden  
vs: James Howell  
Circuit Court No. 7973, at Law

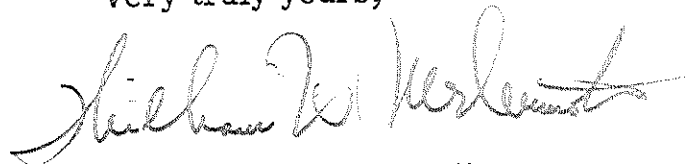
Dear Mrs. Duck:

Additional assets of the Defendant, James Howell, have come to our attention. These are listed on the attached pages and we ask that an alias writ of attachment be issued covering the property described on the page marked "For Attachment" and that a new writ of garnishment be served upon the additional garnishees named on the page marked "For Garnishment", pursuant to Section 867, Title 7, Code of Alabama 1940.

A copy of this letter is being sent to the Sheriff of Baldwin County, together with copies of the attached pages.

With appreciation for your help and the help of the Sheriff's Office,  
I am,

Very truly yours,



William H. McDermott  
For the Firm

WHMcD:gs  
Enclosures  
cc: Baldwin County Sheriff's Office  
Mr. Harry M. Linden

*South Baldwin Development Corporation*

P. O. Box 669  
FOLEY, ALABAMA

February 10, 1968

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

Dear Mrs. Duck:

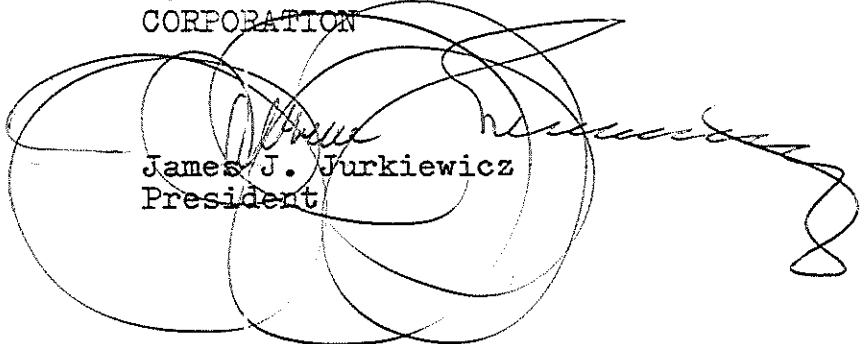
We have been served a garnishment on case  
#7973 against James W. Howell.

Our company has no indebtedness to Mr. James  
W. Howell. The amounts owed to Mr. Howell  
have been paid in full.

As there is no amount to garnishee we are  
therefore returning this summons to you.

Sincerely yours,

SOUTH BALDWIN DEVELOPMENT  
CORPORATION

  
James J. Jurkiewicz  
President

JJJ:ss

FILED

FEB 13 1968

ALICE J. DUCK

FILED

FEB 13 1968

ALICE J. DUCK

CLERK  
REGISTER

"Cheap Work Is No Bargain"

STATEMENT

WALKER'S BOAT WORKS

DRY DOCKING — PAINTING — REPAIRS

Gulf Marine Service

PHONE YU 1-2366

ROY E. WALKER, OWNER

ORANGE BEACH, ALA., 4/19, 1968

Mr. James W. Howell  
Foley, Ala.

White paint	\$2.50
Blue Vinylast Copper paint	18.00
Zinc for shaft and rudder	4.00
Brass bolts	3.00
repairing shaft and rudder	19.50
repairing wheel	11.55
steering pipe	2.00
repair work on generator	48.15
machine work and nut valve	12.50
drydock	13.00
Transducer	39.95
Generator burned out and had to be repaired.	81.20
labor	206.21
10 gal. gas	2.39
1967 slip rent \$20.00 per month	240.00
1968 slip rent	70.00
	\$773.95

McDERMOTT, SLEPIAN & FEIBELMAN  
ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA

WILLIAM H. McDERMOTT  
RONALD P. SLEPIAN  
HERBERT P. FEIBELMAN, JR.  
THOMAS E. BRYANT, JR.  
EDWARD B. McDERMOTT

36601

MAILING ADDRESS:  
POST OFFICE DRAWER 2025  
PHONE 432-2632

February 21, 1968

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Baldwin County Court House  
Bay Minette, Alabama 36507

In re: Donald C. Linden and Harry M. Linden  
vs: James Howell  
Circuit Court No. \_\_\_\_\_, At law

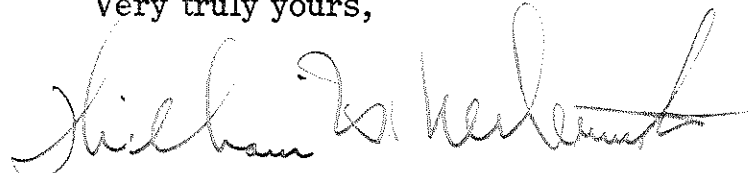
Dear Mrs. Duck:

By letter of January 31, 1968, to your office, I requested an alias writ of attachment because of the discovery of additional assets of the Defendant, James Howell.

I now ask for still another alias writ of attachment pursuant to Section 867, Title 7, Code of Alabama 1940 and I am listing the property which is to be the subject of this particular alias writ of attachment on the attached page.

I would appreciate it if you would cause this alias writ of attachment to be issued as soon as possible. With every good personal wish, I am,

Very truly yours,



William H. McDermott  
For the Firm

WHMcD:gs

The State of Alabama, }  
Baldwin County

## CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greetings:

Whereas Donald C. Linden & Harry M. Linden

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of  
said County, against James Howell

for the sum of Six Thousand and no/100 - - - Dollars and whereas, the said

Harry M. Linden & Donald C. Linden with United States Fidelity & Guaranty Co.,

by James M. Paulk, Attorney in Fact,

have  
~~has~~ entered into bond, and made affidavit as required by law that the said

James Howell

is indebted to Harry M. Linden  
Donald C. Linden & in the sum of Six Thousand and no/100 - - -

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 South Baldwin Development Corp., Inc.,  
a corp., Magnolia Land Company and Foley & Company, are

~~is~~ believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said South Baldwin Development Corp.,

Inc., a corp., Magnolia Land Company and Foley & Company,

within 30 days from the service hereof,  
to be and appear at the ~~next~~ term of the Circuit Court, to

be holden for the County of Baldwin, on above 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  
garnishment 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 property,  
and whether you have not in your possession or under your control money or effects belonging to the  
defendant.

Witness my hand this 1st day of February, 1968

Reinhold Kersch, Clerk

No 7972

Circuit Court of Baldwin County

VS. { GARNISHMENT ON SUMMONS

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Plaintiff's Attorney

Printed by Moore Printing Co.



FOR ATTACHMENT

(9) A boat owned by, or an equity therein owned by, James Howell, Defendant in this case, approximately 27 feet in length and presently stored at Roy Walker's Marina at Orange Beach (Baldwin County), Alabama, subject to any legitimate claim by Roy Walker for work and labor done upon said boat.

*Mr. Dermott  
Superior  
Fidelity*

# TOWN OF GULF SHORES

Gulf Shores, Alabama

CLAUDE J. O'CONNOR, Mayor

February 14, 1968

HEATH L. McMEANS, Treasurer-Clerk

Councilmen:  
VADA BALDWIN  
JAMES M. COLIDIS  
OTTO L. KAEMMERER, Jr.  
CHARLES H. RICE  
GEORGE S. SALLEY

Mrs. Alice Duck  
Circuit Clerk  
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed please find the three (3) executed copies of answer to garnishment as you requested.

Cordially,

*Lois Gale Walker*

Lois Gale Walker  
Town Clerk

Encl.

Notice of Levy on Real Estate

Donald C. Linden & Harry M. \_\_\_\_\_ Plaintiff,  
Linden

vs.

Baldwin County Circuit Court

James Howell \_\_\_\_\_ Defendant

To Harry Dolive \_\_\_\_\_ Judge of Probate, Baldwin County, Alabama:

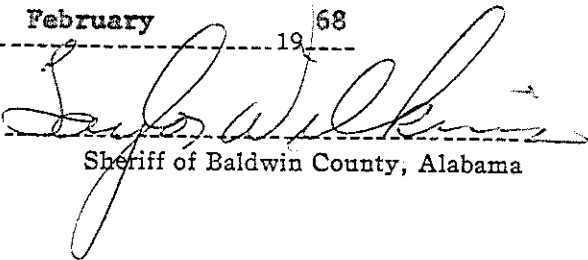
Notice is hereby given that under a Writ of Attachment \_\_\_\_\_

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property  
of said Defendants, described as follows, viz: \_\_\_\_\_

Lots 8 and 9, Block 35, Foley, (the description of said property  
being more particularly described in mortgage recorded in Book 489,  
pages 691-693 of the Probate records of Baldwin County, Alabama,  
wherein the mortgagee is Margaret Lawrenz Swain, individually and  
as trustee of Cordelia E. Swain and Larry A. Swain).

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 1 st day of February 19 68

  
Sheriff of Baldwin County, Alabama

1<sup>st</sup> day of Feb 1968  
21 day of Feb 1968  
received a copy of the within Levy  
James Howell  
service on James Howell

TAYLOR WILKINS, Sheriff  
By J. M. Eastman D. S.  
J. M. Eastman

Sheriff claims 22 miles at  
Ten Cents per mile Total \$ 2.20  
TAYLOR WILKINS, Sheriff  
By J. M. Eastman  
DEPUTY SHERIFF

DONALD C. LINDEN and  
HARRY M. LINDEN,

Plaintiffs,

VS:

JAMES HOWELL,

Defendant

: IN THE CIRCUIT COURT OF  
:  
: BALDWIN COUNTY, ALABAMA

: AT LAW

:

:

No. 7973

Pursuant to attachment prayed for and filed contemporaneously  
herewith, Plaintiffs pray for the attachment of the following described  
property:

1. That certain Chris Craft boat known as the <sup>LEGAL</sup> ~~Little Eagle or the~~  
~~Little Beagle~~ docked at Ray Calloways Marina, Orange Beach, Alabama.

2. That certain motor vehicle described as a 1963 Pontiac  
Grand Prix #963D1506, tag No. 5-12366.

3. That certain motor vehicle described as a M.G. (1961)  
Convertible #6WW98429, tag No. 5-12367.

4. That certain motor vehicle described as a 1966 Imperial  
Crown #M43J6312757, tag No. 5-12368.

Such motor vehicles are located at 224 West Laurel Avenue, Foley,  
Alabama.

THE STATE OF ALABAMA, {  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Donald C. Linden and Harry M. Linden, Plaintiffs

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

James Howell

is justly indebted to the Plaintiffs Donald C. Linden and Harry M. Linden,

in the sum of Six Thousand and no/100 - - - - - (\$6,000.00) Dollars, and

Donald C. Linden and Harry M. Linden 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  
James Howell- (Property described on attached sheet)

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on \_\_\_\_\_ Monday of \_\_\_\_\_ 19 \_\_\_\_\_

next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 25th day of January A. D., 1968.

Alice J. Duck Clerk.

Foley

No. 7973

# ATTACHMENT

Donald C. Linden  
et al

Vs. { ATTACHMENT

James Howell

Issued \_\_\_\_\_, 19\_\_

Moore Printing Co.

Feb. 9, 1968  
Released on order of Bailor  
Receipt Attached

on Feb. 9, 1968  
Released by order of  
Letter from Plaintiff Attorney  
dated Feb. 8, 1968  
Jm Eastman, D.S.  
Foley, Ala.  
Letter attached:

The Legal Eagle

(#1) This Chris Craft is already  
under attachment by Thomas Stevens II  
Case number 24606 - and is attached subject to above  
Saylor within Jeff Jm Eastman, D.S. - which is in circuit court  
of Mobile County, Ala  
By

(#2) Return Not Found on the  
1963 Pontiac Grand Prix  
Car in Fla. this Feb. 9, 1968  
Jm Eastman, D.S.  
Foley, Ala -

Received 26 day of Jan. 1968  
on 9th day of Feb. 1968  
I have a copy of the within Attach.  
James Howell

By service on James Howell

TAYLOR WILKINS, Sheriff

By Jm Eastman D.S.  
Foley, Ala.

Attached on 1-30-68

(#3) (1) M.G. (1961) Serial  
no. #1600098429

TAG 5-12367 ALA. - Stored at Foley Jail, Foley, Ala.

(#4) (1) Imperial Crown  
1966 #M4356312757  
TAG. 5-12368

STORED AT Foley Police  
Dept. Foley, ALA -

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff  
By Jm Eastman  
DEPUTY SHERIFF

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