

1594

STATE OF ALABAMA  
BALDWIN COUNTY

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon J. R. Duncan and J. D. Russ, to appear within thirty days from the service of this writ in the Circuit Court of Baldwin County, Alabama, at law, to be held for said county at the place of holding the same, then and there to answer the complaint of Grady P. Gilbert.

Witness my hand this the 21<sup>st</sup> day of December, 1950.

Wince J. Smith  
Clerk

GRADY P. GILBERT,  
PLAINTIFF  
  
VS  
  
J. R. DUNCAN AND J. D.  
RUSS,  
DEFENDANTS

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

The plaintiff claims of the defendants the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, for this, that; on or about January 5, 1950, the defendants <sup>by oral agreement</sup> employed the plaintiff, who was a licensed real estate broker doing business in the Town of Robertsdale, Alabama, to obtain for them a purchaser for certain real estate and personal property, to-wit:

NW $\frac{1}{4}$ , N $\frac{1}{2}$  of SE $\frac{1}{4}$ , SW $\frac{1}{4}$  of Sec. 1, T 6 S, R 5 E.

NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , W  $\frac{1}{2}$  of SE $\frac{1}{4}$ , SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , W $\frac{1}{2}$  of NE $\frac{1}{4}$ , OF SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , N $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , E $\frac{1}{2}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , E $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , S $\frac{1}{2}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 2, T 6 S, R 5 E.

SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , S $\frac{1}{2}$  of S $\frac{1}{2}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 3, T 6 S, R 5 E.

N $\frac{1}{2}$  of SE $\frac{1}{4}$ , NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 11, T 6 S, R 5 E;

SW $\frac{1}{4}$  of Sec. 12, T 6 S, R 5 E, except that portion of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  and that portion of said Sec. 12, lying South of the Southwest boundary of right-of-

way for public road, said right-of-way having been conveyed by Tennessee Land Company to Baldwin County, Alabama, by deed dated the 6th day of March, 1928; N $\frac{1}{2}$  of NW $\frac{1}{4}$  of Sec. 13, T 6 S, R 5 E; N $\frac{1}{2}$  of NE $\frac{1}{4}$ , NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Sec. 14, T 6 S, R 5 E; S $\frac{1}{2}$  of SE $\frac{1}{4}$  of Sec. 35, T 5 S, R 5 E.

It is the intent of the grantors to convey to the grantees, and they to hereby convey all lands owned by the grantors, jointly, in Baldwin County, Alabama, whether herein specifically described or not.

ALSO the following personal property located near Seminole in Baldwin County, Alabama, to-wit: One Farmall M. Tractor and equipment; one A-C combine; one disk; one mowing machine; one feed mill; one 1942 model chevrolet 1 $\frac{1}{2}$  ton truck; also all miscellaneous farm implements located on the farm near Seminole in Baldwin County Alabama, *also all cattle*  
*approximately 75 head*

at the price of FIFTY THOUSAND DOLLARS (\$50,000.00), payable THIRTY THOUSAND DOLLARS (\$30,000.00) cash, and the balance, namely: Twenty Thousand (\$20,000.00) DOLLARS, payable one-fourth thereof each year thereafter for four years, with interest at the rate of 4 per cent per annum; and they agreed with the plaintiff that they would pay him for his services in procuring a purchase of such properties at such price and under such terms the sum of FIVE THOUSAND (\$5,000.00) DOLLARS; and plaintiff alleges that they did within a reasonable time thereafter, on to-wit: February 16, 1950, and while said agreement was in full force and effect, obtain a purchaser for said property namely, one Ed Harrison at Plaintiff's insistence made an offer of FIFTY THOUSAND (\$50,000.00) DOLLARS to the said defendants for said property, on said terms and the said Ed Harrison was ready, willing, and able to perform said offer.

And plaintiff further avers that the defendants refused to accept the said offer and that plaintiff has made demand on the defendants for the payment of the sum agreed to be paid to the plaintiff for producing a purchaser for said properties and the defendants have wholly, failed and neglected to pay him the sum

of FIVE THOUSAND (\$5,000.00) DOLLARS, hence, this suit.

TWO: The plaintiff claims of the defendants the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, for this, that: on or about January 5, 1950, the defendants <sup>by oral agreement</sup> employed the plaintiff, who was a licensed real estate broker doing business in the Town of Robertsdale, Alabama, to obtain for them a purchaser for certain real estate and personal property, to-wit:

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SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , S $\frac{1}{2}$  of S $\frac{1}{2}$  of N $\frac{1}{4}$  of SE $\frac{1}{4}$ , N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 3, T 6 S, R 5 E.

N $\frac{1}{2}$  of SE $\frac{1}{4}$ , NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 11, T 6 S, R 5 E;

SW $\frac{1}{4}$  of Sec. 12, T 6 S, R 5 E, except that portion of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  and that portion of said Sec. 12, lying South of the Southwest boundary of right-of-way for public road, said right-of-way having been conveyed by Tennessee Land Company to Baldwin County, Alabama, by deed dated the 6th day of March, 1928; N $\frac{1}{2}$  of Sec. 14, T 6 S, R 5 E; N $\frac{1}{2}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Sec. 14, T 6 S, R 5 E; S $\frac{1}{2}$  of SE $\frac{1}{4}$  of Sec. 35, T 5 S, R 5 E.

It is the intent of the grantors to convey to the grantees, and they to hereby convey all lands owned by the grantors, jointly, in Baldwin County, Alabama, whether herein specifically described or not.

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at the price of FIFTY THOUSAND DOLLARS (\$50,000.00), payable

THIRTY THOUSAND DOLLARS (\$30,000.00) cash, and the balance, namely

TWENTY THOUSAND (\$20,000.00) DOLLARS, payable one-fourth thereof each year thereafter for four years, with interest at the rate of 4 per cent per annum; and they agreed with the plaintiff that they would pay him for his services in procuring a purchase of such properties at such price and under such terms the sum of FIVE THOUSAND (\$5,000.00) DOLLARS; and plaintiff alleges that they did within a reasonable time thereafter, on to-wit: February 16, 1950, and while said agreement was in full force and effect, obtain a purchaser for said property namely, one Ed Harrison at plaintiff's insistence made an offer of FIFTY THOUSAND (\$50,000.00) DOLLARS to the said defendants for said property, on said terms and the said Ed Harrison was ready, willing, and able to perform the said offer.

And the plaintiff further avers that the defendants, although they refused to accept the said offer, they agreed to pay the plaintiff the said sum of FIVE THOUSAND (\$5,000.00) DOLLARS for his services aforesaid and that plaintiff has made demand on the defendants for the payment of the sum agreed to be paid to the plaintiff for producing a purchaser for said properties and the defendants have wholly failed and neglected to pay him the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, hence, this suit.

THREE:

The plaintiff claims of the defendants the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, due from them by account between the defendants and plaintiff on to-wit: the 16th day of February, 1950, which sum of money, with interest thereon is still unpaid.

FOUR:

The plaintiff claims of the defendants the sum of FIVE THOUSAND (\$5,000.00) DOLLARS for work and labor done by the plaintiff for the defendants on to-wit: the 16th day of February, 1950, which sum of money, with interest thereon is still unpaid.

*W. C. Beebe*  
*Attorney for Plaintiff*

Having copies of the  
William Sumner and  
Complaint for  
J. P. Sumner and J. P. Sumner  
on 14th 18th 18th 18th 18th  
and 18th 18th 18th 18th 18th

Copy for William Sumner  
18th 18th 18th 18th 18th

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Complaint for  
J. P. Sumner and J. P. Sumner  
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and 18th 18th 18th 18th 18th

RECORDED

William Sumner  
Complaint for  
J. P. Sumner and J. P. Sumner  
on 14th 18th 18th 18th 18th  
and 18th 18th 18th 18th 18th

W. C. BEEBE  
LAWYER  
BAY MINETTE, ALA.

*W. H. T. vs. P. H. -*  
**Jurors — Fall Term of 1951**

NO. NAME	OCCUPATION	RESIDENCE
<del>1. L. B. BROCK</del>	<del>Farmer, Robertsdale</del>	
<del>2. J. NICK SAWYER</del>	<del>Salesman, Magnolia Springs</del>	
<del>3. BERNARD DYKEMA</del>	<del>Magnolia Springs</del>	
<del>4. HILLARD V. STREET</del>	<del>Ice Plant, Fairhope</del>	
<del>5. ELBERT M. RHODES</del>	<del>Farmer, Summerdale</del>	
6. NORVELLE CABINESS	Filling Station, Bay Minette	
<del>7. WILLIAM GILHART</del>	<del>Farmer, Fairhope</del>	
<del>8. DOUGAL TAYLOR</del>	<del>Laborer, Bay Minette</del>	
<del>9. W. GAITHER HOBBS</del>	<del>Merchant, Bay Minette</del>	
<del>10. W. H. SWIFT</del>	<del>Seafood Dealer, Bon Secour</del>	
<del>11. LAWRENCE SUIT</del>	<del>Carpenter, Foley</del>	
<del>12. GEORGE F. STEVENSON</del>	<del>Oil Agent, Bay Minette</del>	
13. CLAUDE S. WOODSON	Furniture, Bay Minette	
<del>14. ERWIN A. KOEHLER</del>	<del>Merchant, Eberta</del>	
<del>15. JESSIE ANDREW</del>	<del>Telephone Operator, Daphne</del>	
<del>16. PRESTON FULFORD</del>	<del>Seafood Dealer, Bon Secour</del>	
<del>17. CHARLIE BARNETT</del>	<del>Farmer, Gateswood</del>	
<del>18. LILBERT WILSON</del>	<del>Bookkeeper, Stapleton</del>	
<del>19. TOM HOLMES, R. E. A.</del>	<del>Stockton</del>	
<del>20. LLOYD CLAY</del>	<del>Laborer, Fairhope</del>	
<del>21. DENNIS C. BYRNE</del>	<del>Mechanic, Bay Minette</del>	
<del>22. LLOYD A. BALLARD</del>	<del>Radio Repair, Bay Mnette</del>	
<del>23. WILLIAM DRYER</del>	<del>Contractor, Daphne</del>	
24. JAMES E. YOUNG	Merchant, Bay Minette	
<del>25. GEORGE A. LYRENE</del>	<del>Farmer, Silverhill</del>	
<del>26. PHILLIP KRISS</del>	<del>Farmer, Silverhill</del>	
<del>27. HERSHEL GRAY</del>	<del>Farmer, Robertsdale</del>	
<del>28. DEAN E. BUSHNELL</del>	<del>Newport, Bay Minette</del>	
<del>29. MURREY BRYANT</del>	<del>Stockton, Stockton</del>	
<del>30. CHESTER R. WHITE</del>	<del>Mechanic, Bay Minette</del>	
<del>31. [illegible]</del>	<del>[illegible]</del>	
<del>32. [illegible]</del>	<del>[illegible]</del>	
<del>33. [illegible]</del>	<del>[illegible]</del>	
<del>34. [illegible]</del>	<del>[illegible]</del>	
<del>35. [illegible]</del>	<del>[illegible]</del>	
<del>36. [illegible]</del>	<del>[illegible]</del>	
<del>37. [illegible]</del>	<del>[illegible]</del>	
<del>38. [illegible]</del>	<del>[illegible]</del>	
<del>39. [illegible]</del>	<del>[illegible]</del>	
<del>40. [illegible]</del>	<del>[illegible]</del>	
<del>41. [illegible]</del>	<del>[illegible]</del>	
<del>42. [illegible]</del>	<del>[illegible]</del>	
<del>43. [illegible]</del>	<del>[illegible]</del>	
<del>44. [illegible]</del>	<del>[illegible]</del>	
<del>45. [illegible]</del>	<del>[illegible]</del>	
<del>46. [illegible]</del>	<del>[illegible]</del>	
<del>47. [illegible]</del>	<del>[illegible]</del>	
<del>48. [illegible]</del>	<del>[illegible]</del>	
<del>49. [illegible]</del>	<del>[illegible]</del>	
<del>50. [illegible]</del>	<del>[illegible]</del>	

46  
21  
27  
12  
106

XXXXXX XXX  
XXXXXX XX

GRADY GILBERT

PLAINTIFF

VS

J. R. DUNCAN AND J.  
D. RUSS,

DEFENDANTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 1594

Now come the Defendants, separately and severally, and demur to the Plaintiff's complaint, and each count thereof, separately and severally, and for grounds thereof says:

1.

That said count does not state a cause of action.

2.

That said count does not state whether or not the agreement of employment was oral or in writing.

3.

That said count does not state the time in which the Plaintiff was given to obtain a purchaser.

4.

That said count does not state whether or not the Plaintiff was given the exclusive right to obtain a purchaser.

5.

That said count does not set out facts to show but that the properties had been sold prior to the time the Plaintiff obtained a purchaser.

6.

The allegations contained in the bill of complaint "and while said agreement was in full force and effect", is but the conclusion of the pleader.

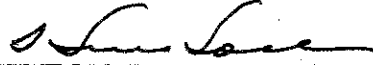
7.

That said count does not allege whether the terms of sale as set out in the complaint were oral or in writing.

8.

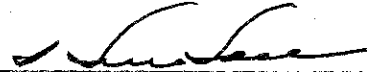
That said count does not allege whether the agreement on the part of the Defendants to pay the Plaintiff for his services in procuring a purchaser was oral or in writing.

That said count does not state when and where the offer on the part of one Ed Harrison was made.



Attorney for the Defendants

The Defendants demands a trial by jury.



Attorney for the Defendants

every  
money

1594

GRADY GILBERT

PLAINTIFF

VS

J. R. DUNN AND J. R. ROSS

DEFENDANTS

DECEMBER

RECORDED

FILED  
JAN 16 1951  
ALICE J. RICH, Clerk

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Grady P. Gilbert hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that J. R. Duncan and J. D. Russ are justly indebted to the Plaintiff, Grady P. Gilbert, in the sum of FIVE THOUSAND DOLLARS, and Grady P. Gilbert having made affidavit and elected not to give bond as provided by law in such cases, you are hereby commanded to attach so much of the estate of J. R. Duncan and J. D. Russ 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, at the next term thereof; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 21st day of Dec 1950

Alice J. Duck  
Clerk

STATE OF ALABAMA                    |     CIRCUIT COURT OF BALDWIN  
BALDWIN COUNTY                    |     COUNTY, ALABAMA.

TO Robert L. Hubbard and Calvin Childress .

WHEREAS a suit has been commenced by writ of attachment in the Circuit Court of Baldwin County, Alabama, returnable within 30 days, wherein Grady P. Gilbert is plaintiff and J. D. Russ and J. E. Duncan are defendants for the sum of \$5,000.00, which writ of attachment has been placed in my hands for execution thereof; you and each of you are therefore commanded to be and appear before the Circuit Court of Baldwin County, Alabama, within 30 days from the execution of this writ, then and there to answer on oath what you or either or you are indebted to the said defends or either of them at the time of the service of this writ of garnishment or at the time of making your answer and whether you will not be indebted in the future to them or either of them by a contract now existing and whether you or either of you have not in your possession or under your control personal or real property or things in action, belonging to the defendants or either of them.

WITNESS my hand on this the 22 day of December, 1950.

  
Sheriff, Baldwin County, Alabama

Dec 22, 1950

Executed By serving  
a copy on  
Robert L. Hubbard  
Calvin Childress,

Jasper Westbrook, Jr.

By: D. A. Jackson - D.A.

RECORDED

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

Before me, W. C. Beebe, a Notary Public in and for said State and County, this day personally appeared Grady P. Gilbert who being by me duly sworn on oath, says that J. D. Russ and J. R. Duncan are jointly and severally justly indebted to Grady P. Gilbert in the sum of \$5,000.00, which said amount is justly due after allowing all just off sets and discounts and that the said J. D. Russ and J. R. Duncan are both non-residents of the State of Alabama, who reside in and whose post office addresses are Pensacola, Florida, c/o Shell Oil Company, and that this attachment is not sued out for the purpose of vexing or harassing the defendants, or other improper motives and the plaintiff elects to sue out this writ of attachment without giving bond.

Grady P. Gilbert

Sworn to and subscribed before me this the 21 day of December, 1950.

W. C. Beebe  
Notary Public, Baldwin Co., Ala.

no 15-94  
Circuit Court  
Ala Jan

Grady Bullock  
J R Duncan  
J L Rives

affidavit of  
attachment

RECORDED

Filed Dec 21, 1910

Amey. v. Rives  
Clerk

Grady P Gilbert  
Plaintiff  
vs  
J. R. Duncan and  
J. D. Russ.  
Defendants

In The Circuit  
Court  
DeKalb County  
Alabama  
at Law  
No. 1594

Now came the Defendants and  
for answer to the Plaintiff's  
Complaint and to each Count  
thereof, separately and severally  
say:

1. The facts therein alleged  
are untrue
2. That they are not guilty -

H. M. Lacy  
Atty for Defendants

Dilbert

'50.

Dunbar & Reed

Answer

RECORDED

Dr. Dunbar  
J.D. Reed

Filed: 24 October 1957

Jeffery M. Dunbar  
Dr. Reed

12  
Dr. P. G. Glick

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

12-21-60  
WHEREAS, Grady P. Gilbert hath complained on oath to me,  
ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala.,  
that J. R. Duncan and J. D. Russ are justly indebted to the  
Plaintiff, Grady P. Gilbert, in the sum of FIVE THOUSAND  
DOLLARS, and Grady P. Gilbert having made afficavit and  
elected not to give bond as provided by law in such cases,  
you are hereby commanded to attach so much of the estate of  
J. R. Duncan and J. D. Russ 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, at the next  
term thereof; when and where you must make known to said Court  
how you have executed this Writ.

WITNESS, my hand, this 21<sup>st</sup> day of Dec, 1960

Alice J. Duck  
Clerk