

EDA DOSCHER,

Plaintiff,

-vs-

JOHN H. SCHENK and CLARA  
M. SCHENK,

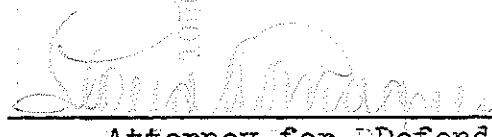
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

DEMURRER

Come now the defendants and demur to the complaint of the plaintiff and as grounds for such demurrer say:

That said complaint does not state a cause of action against these defendants.

  
Attorney for Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

EDA DOSCHER,  
Plaintiff,

-vs-

JOHN H. SCHENK and CLARA  
M. SCHENK,  
Defendants.

DEMURRER

*Filed April 16<sup>th</sup> 1934*  
*W. A. Stone*  
*Clerk*

Lloyd A. Magney,  
Attorney at Law,  
Foley, Alabama.

*Copy mailed to Birmingham*

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THE STATE OF ALABAMA, } No. 26 Gray CIRCUIT COURT  
Baldwin County. } Term, 1936

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded, That of the goods and chattels, lands and tenements of Ela Dasher Plaintiff in the suit, you cause to be made the sum of \_\_\_\_\_ Dollars, costs of suit, created by said Plaintiff, for that, whereas, on the 30 day of June 1936, the said Plaintiff recovered by the Judgment of the said Circuit Court of said County, against John H. Dasher and Clara M. Dasher Defendant to the suit, the sum of \_\_\_\_\_ Dollars, besides \_\_\_\_\_ Dollars, cost of suit; upon which Judgment an Execution has been issued and returned by the Sheriff, "No Property Found."

AND HAVE YOU THAT MONEY ready to render to John H. Dasher Clerk of said Court, and make return of this Writ and the execution thereof, according to law.

Witness my hand, this 30 day of June 1936 Peter Dasher Clerk.

CLERK'S FEES		Dollars	Cts.	SHERIFF'S FEES		Dollars	Cts.
For every Summons and Complaint	\$1 25	1	25	For Levying an Attachment	\$3 00	3	00
Each copy thereof	30		30	Entering and Returning Attachment	25		25
Entering a Sheriff's Return	20		20	Summoning Garnishee	1 50	1	50
Docketing	25		25	Serving Summons on Writ	1 50	1	50
Entering Appearance	20		20	Serving Notice Sci. Fa. Notice, etc.	65		65
Filing	10		10	Serving Subpoenas	65		65
Every Order made in Court	30		30	Empanelling Jury	75		75
Copy thereof	25		25	Entering and Returning Execution	25		25
Every Trial with or without Jury	75		75	Collecting costs Execution	1 50	1	50
Entering up Judgment or copy thereof	30		30	Executing a Writ of Possession	2 50	2	50
Issuing Execution	50		50	Taking and Approving Bonds	1 00	1	00
Docketing Execution	25		25	Commissions			
Entering Return on Execution	20		20	Sheriff's Commission for Property Sold Under Attachment			
Issuing Subpoenas	30		30	Seizing Personal Property on Writ of Detinue	3 00	3	00
Administering Oath	25		25				
Issuing Each Attachment Taking Bond	\$1 00	1	00				
Filing Attachment	10		10				
Each Summons for Garnishee	50		50				
Each copy	50		50				
Notice to Deft. in Garnishee on Summons and copy, per hundred words	20		20				
Commissions to take Depositions or copy	75		75				
Order to Execute Writ of Inquiry	30		30				
Copy of Interrogators, 15c per hundred words, or	50		50				
Filing each Deposition and Endorsing same	20		20				
Final Record, per hundred words	15		15				
Every Certificate	50		50				
Taking Bond not Otherwise Provided for	75		75				
Witness Certificates	25		25				
Continuance	10		10				
Certificate of Judgment	50		50				
Order of Publication	1 00	1	00				

RECAPITULATION

Clerk's Fees	7 50
Sheriff's Fees	3 00
Justice's Fees	
Witness Fees in Justice of Peace Court	
Constable's Fees	
Commissioner's Fees	
Printer's Fees	
Witness Fees in Circuit Court	
Former Clerk's Fee	
Stenographer's Fees	5 00
Trial Tax	3 00

5.60

Paid July 8 1936

5.60  
3.30  
2.30

13.65  
11.60  
2.05

90  
1.75  
5.65

13.65

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

J O H N   H .   S C H E N K

a n d

C L A R A   M .   S C H E N K

to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County, at the place of holding the same, then and there to answer the complaint of

E D A   D O S C H E R

Witness my hand, this 19<sup>th</sup> day of M a r c h 19 34.

*W. D. Stone*  
Clerk.

COMPLAINT

E D A   D O S C H E R ,  
Plaintiff,

VERSUS

J O H N   H .   S C H E N K  
and  
C L A R A   H .   S C H E N K ,  
Defendants.

The Plaintiff claims of the Defendants the sum of SEVEN HUNDRED, SIXTEEN DOLLARS due by promissory note made by them on the twenty-fifth day of May 1929 and payable one year after date with interest thereon from the first day of May 1933.

Plaintiff further avers that by the terms of said note the defendants waived all rights of exemption of personal property against any process that may issue for the collection thereof and further agreed to pay a reasonable attorney's incurred for its collection, which fee plaintiff now claims in the further sum of One Hundred and ten dollars.

*William B. Rinsley*  
Attorney for Plaintiff.

*Docket Page 76*

ORIGINAL

RECORDED

No. *26*

Received in office \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_

Sheriff of \_\_\_\_\_ County, Ala.

Executed by serving \_\_\_\_\_ cop *4*  
of the within Summons and Complaint on

*John H. Schenk &  
Clara M. Schenk*

Defendant

This the *27* day of *March* 19*34*

*W. R. Stuart*

Sheriff of *Baldwin* County, Ala.

By \_\_\_\_\_  
Deputy Sheriff.

E D A D O S C H E R ,  
Plaintiff

VS.

J O H N H . S C H E N K

and

C L A R A M . S C H E N K  
Defendants.

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19\_\_\_\_

SUMMONS AND COMPLAINT

Filed in office this *19th* day of

*March* A. D. 19*34*  
*E. A. Stone* Clerk.

*Elliott G. Bickarby.*  
Plaintiff's Attorney.

\$ 400.00

Atmore, Ala. Oct 16, 1931 19

Ninety days

after date without grace, I

promise to pay to

the order of

**THE BANK OF ATMORE, OF ATMORE, ALA.**

Four Hundred & No/100.....

Dollars,

FOR VALUE RECEIVED, IN GOLD COIN OF THE UNITED STATES OF THE PRESENT STANDARD OF WEIGHT AND FINENESS,  
WITH INTEREST FROM date. UNTIL PAID.

Payable at **THE BANK OF ATMORE**, in Atmore, Alabama

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right of exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor or any one of them.

ATTEST

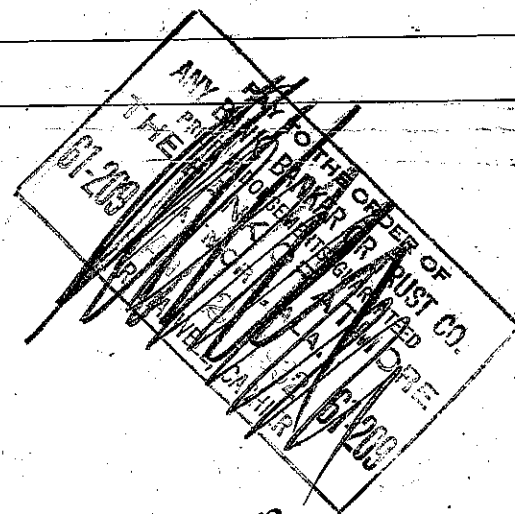
*Henry D. Morris*

(L. S.)

(L. S.)

B. D. No.

The Endorsers of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the nonpayment of this Note are hereby waived by each endorser. The Bank at which this Note is payable is hereby authorized to apply at any time in payment of this debt any funds in its possession belonging to any endorser hereof.



40000  
 27073 Rt. Curran  
 12927

For value received, we hereby transfer the within note to A.H. Turner, Manager, Yorkshire Insurance Company, this the 6th day of Feby, 1933.

GOLDSMITH & MAXWELL, AGENTS

By.....*[Signature]*.....