

57

BERTIE THOMPSON,

Plaintiff,

-VS-

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

W. R. STUART and UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

Comes the Defendant and in answer to the Interrogatories propounded by Plaintiff to the Defendant says:-

1. Yes, W. R. Stuart was the duly qualified and elected Sheriff of Baldwin County, Alabama, throughout the year 1933, and the Defendant, United States Fidelity & Guaranty Company, a Corporation, was surety on his official Bond in the amount of Five Thousand Dollars (\$5000.00) throughout the year.

2. (A) Yes. W. R. Stuart as such Sheriff and under color of his office, through his deputies, did levy on and on, to-wit, November 15th, 1933, sell, 15 cows, 1 model A Ford Automobile, 1 hay rake, 1 mowing machine and 1 Disc. (B) Yes. (C) Said levy was on the 31<sup>st</sup> day of Oct, 1933, was made at the home of the said E. M. Thompson by C. M. Armstrong and M. B. Hamilton, Deputies. (D) The sale was made by W. R. Stuart, Sheriff. (E) Yes, the levy and sale was made upon the above described property.

W. R. Stuart

Sworn to and subscribed before  
me, a Notary Public whose seal  
is hereto affixed, this 6<sup>th</sup>  
day of September, 1934.

R. C. Nease  
Notary Public, Baldwin County,  
State of Alabama.

STATE OF ALABAMA,  
NORRIS BUDICO, BATHMAN COMPANY,

*[Signature]*

ged at September 1934.  
is hereby signed, this  
me, a NORRIS BUDICO whose name  
sworn to and subscribed before

above described property.

Street, Sheriff. (E) Yes, the levy and sale was made upon the

and M. B. Hamilton, Debtors. (D) The sale was made to M. B.

wage at the home of the said M. B. Thompson at C. M. Vintstrong

(C) Said levy was on the 31<sup>st</sup> day of Oct, 1933, was

mobile, I had make, I moving machine and I disc. (B) Yes.

to-wit, November 1931, 1932, 1933, 1934, 1935, I come, I moved to Long Vinto-

color of his office, through his conductors, did levy on and on

(A) Yes, M. B. Street and such Sheriff and Judge.

Five thousand Dollars (\$5000.00) throughout the year.

Corporation, as shown on his official bond in the amount of

and the Debtors, M. B. Hamilton, M. B. Thompson, M. B. Vintstrong, s

Sherriff of Baldwin County, Alabama, through the year 1933.

Sherriff of Baldwin County, Alabama, through the year 1933.

Sherriff of Baldwin County, Alabama, through the year 1933.

Sherriff of Baldwin County, Alabama, through the year 1933.

Sherriff of Baldwin County, Alabama, through the year 1933.

ANSWER TO INTERROGATORIES.

BERTIE THOMPSON,

R. STUART and THE UNITED STATES FIDELITY & GUARANITY COMPANY, a Corporation.

IN THE CIRCUIT COURT OF THE STATE OF ALABAMA, BALDWIN COUNTY.

Filed September 1934

STATED: S CORPORATION,  
STATED: FIDELITY & GUARANITY  
M. B. STUART and UNITED

-AS-

Sherriff.

BERTIE THOMPSON,

BALDWIN COUNTY, ALABAMA.  
IN THE CIRCUIT COURT OF

(27)

If you are ~~not~~ satisfied  
~~draw the evidence~~  
that ~~know~~ Thompson had any  
interest in the property then the  
sheriff had a right to levy  
the execution on said property  
& sell it.

Refused  
J. W. Hare  
Judge

W  
L  
K 2  
57

57

57

Bertie Thompson

VS

W. R. Stuart

2  
The Court charges the jury that if the property belonged to plaintiff and the defendant had notice of her claim, the defendant would have no right to levy on and sell it in <sup>this</sup> ~~a~~ proceeding against the husband even tho the husband furnished the money with which to buy it.

Refused (argumentative)  
J. W. Hale  
Judge

November 4 - 1932

This is a bill of sale for 1 Jersey  
colored cow sold to Mrs. Butler C. Thompson  
on October 10 - 1932. age about 8 years.

E. M. John

Plumly Ex 2  
WDL

We the jury find for  
the defendant

J. Bradley  
Foreman

Given under  
Hand Judge

3

The Court charges the jury  
that if the Sheriff seizes a copy  
on property and before a sale  
thereby carries into possession  
or knowledge that the property  
belonged to another, the  
Sheriff has a right to demand an  
indemnifying bond from the plain-  
tiff and unless such bond is given  
the Sheriff would not be liable  
for refusing to remove the same.

If you reasonably believe that  
Inman Thompson has any  
interest in the property - then  
the sheriff had a right  
to levy his execution on  
said property & sell it -

BERTIE THOMPSON,

Plaintiff,

-vs-

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT-AT LAW

STATE OF ALABAMA

BALDWIN COUNTY.

Now come the Defendants in the aforesaid cause, and plea to the Complaint, separately and severally, and say:-

FOURTH:

That the said W. R. Stuart, as Sheriff of Baldwin County, Alabama, while acting as such, seized the property mentioned in said Complaint, which was then and there in the possession of Emery Thompson, under and by virtue of an execution issued out of the Circuit Court of Baldwin County, Alabama, in the case of L. T. Rhodes vs. Emery Thompson, and directing the Sheriff of Baldwin County, Alabama, to make the sum of \$369.00 Dollars, together with the costs thereof, out of the property or the estate of the said Emery Thompson, said Judgment being recorded in the Probate Court of Baldwin County, Alabama, in Judgment Book 2, page 317, and the Defendant further avers that the said W. R. Stuart, as such Sheriff, had no notice of any interest or right that the Plaintiff claimed in and to said property, except as to the automobile mentioned in said Complaint.

Henry Thomas Edman  
Attorneys for Defendants.

RECORDED

P L E A.

BERTIE THOMPSON,

Plaintiff,

-vs-

W. R. STUART and UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT-AT-LAW

STATE OF ALABAMA

BALDWIN COUNTY.

Filed September 10, 1934

*M. A. Stone*  
Clerk.

BERTIE THOMPSON,

Plaintiff,

vs

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

§

§

§ IN THE CIRCUIT COURT OF BALDWIN

§ COUNTY, ALABAMA. AT LAW.

§

No.

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO THE DEFENDANTS UNDER  
SECTION 7764 ET SEQUAL OF THE CODE OF ALABAMA.

1. Was not defendant, W. R. Stuart, the duly elected, qualified and acting Sheriff of Baldwin County, Alabama, throughout the year 1933, and was not defendant, United States Fidelity & Guaranty Company, a Corporation, surety on his official bond in an amount exceeding One Thousand Dollars, throughout the said year?

2. Did not defendant, W. R. Stuart, as such Sheriff and under color of his office, levy on and on to-wit; November 13th, 1933 sell Fifteen cows, one model A. Ford Automobile, one hay rake, one mowing machine and one disk? Was not this levy and sale made in execution of process issued on a judgment in favor of L. T. Rhodes and against E. M. Thompson? On what date and at what place was said levy made and by what individual? By whom was the sale made? If you say the levy was not made on property described in the complaint, state what property was levied on and sold by said Sheriff under said process and what was its value.

B. F. McMillan  
ATTORNEY FOR PLAINTIFF

STATE OF ALABAMA, §  
COUNTY OF MOBILE. §

Before me, Ruth Macdonald, a Notary Public in and for said State and County, personally appeared B. F. McMillan, who is known to me and who being by me first duly sworn deposes and says that he is attorney for the plaintiff in the foregoing cause and that the answers to the foregoing interrogatories will be material evidence for the plaintiff in said cause.

Sworn to and subscribed before me  
this 23rd day of July, 1934.

Ruth Macdonald  
Notary Public, Mobile County, Alabama.

B. F. McMillan

Notary Public, Mobile, Texas, Attest.

This 28th day of July, 1934.  
Sworn to and subscribed before me

Will be reported evidence for the plaintiff in said cause.  
Regarding cause and that the answers to the foregoing interrogatories  
known before and that he is attorney for the plaintiff in the  
of E. W. Hoffman, who is known to me and who being of the legal  
age and of sound mind and memory, he is duly qualified to  
conduct the hearing. I have read the foregoing answers and the  
interrogatories and find them to be true and correct.

WITNESSES FOR THE PLAINTIFF  
E. W. Hoffman

under said process and that was his value.

During the time that property was listed on and sold by said sheriff.

It was not the fact that was not made on property described in the com-

and said was not of said plaintiff. It was not the fact that was not

and selling it. It was not the fact that was not the fact that was

exception of process issued on a judgment in favor of E. W. Hoffman

selling machine and one clock. It was not the fact that was not the

and selling it. It was not the fact that was not the fact that was

and selling it. It was not the fact that was not the fact that was

and selling it. It was not the fact that was not the fact that was

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and selling it. It was not the fact that was not the fact that was

Declaratory.

and selling it. It was not the fact that was not the fact that was

Plaintiff,

RECORDED

Filed July 25-1934  
J. A. Stone  
Clerk

BERTIE THOMPSON,

Plaintiff,

-VS-

W. R. STUART and UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

Comes the Defendant and in answer to the Interrogatories propounded by Plaintiff to the Defendant says:-

1. Yes, W. R. Stuart was the duly qualified and elected Sheriff of Baldwin County, Alabama, throughout the year 1933, and the Defendant, United States Fidelity & Guaranty Company, a Corporation, was surety on his official Bond in the amount of Five Thousand Dollars (\$5000.00) throughout the year.

2. (A) Yes. W. R. Stuart as such Sheriff and under color of his office, through his deputies, did levy on and on, to-wit, November 15th, 1933, sell, 15 cows, 1 model A Ford Automobile, 1 hay rake, 1 mowing machine and 1 Disc. (B) Yes. (C) Said levy was on the 31<sup>st</sup> day of Oct, 1933, was made at the home of the said E. M. Thompson by C. M. Armstrong and M. B. Hamilton, Deputies. (D) The sale was made by W. R. Stuart, Sheriff. (E) Yes, the levy and sale was made upon the above described property.

W. R. Stuart

Sworn to and subscribed before  
me, a Notary Public whose seal  
is hereto affixed, this 6<sup>th</sup>  
day of September, 1934.

R. S. Heard  
Notary Public, Baldwin County,  
State of Alabama.

and  
RECORDED 57 July  
ANSWER TO INTERROGATORIES.

BERTIE THOMPSON,  
Plaintiff,

-vs-

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,  
Defendants.

IN THE CIRCUIT COURT-LAW SIDE  
STATE OF ALABAMA  
BALDWIN COUNTY.

Filed September 12, 1934

My. R. [Signature]  
Clerk.

Cop mailed B.F. McMillan,  
8/6/34

State of Alabama,  
County of Baldwin,  
ss. I, Clerk of the Court,  
do hereby certify that the  
within and foregoing is a  
true and correct copy of  
the original on file in my  
office.

Spoke described above.

Chief, Electric. (2) See the fact and wife was made from the

and H. B. Hamilton, Defendant. (D) The wife was made at H. B.

made at the home of the said H. B. Hamilton at H. B. Hamilton

(C) said fact was on the 12th of [unclear] 1934, and

Wolfe, I had wife, I morning meeting and I died. (B) See

20-11-11, November 1934, 1934, said, in case, I bought a long [unclear]

color of his office, appeared his defendant, and fact on and on.

5/7

RECORDED

Berles 1 hour.

211 78

J.R. Sleight

Drummers to  
Cedar Lea

Filed Aug 22-1934

Filed, at 3:00 PM  
Aug. 22, 1934

BT McElroy  
all as per RLB

Filed on 10-2-34

Berlin Thompson & Circuit Court  
vs. Pff & Account  
MR. Sleest Dyff No 39

Plaintiff demurs to defendant's plea  
numbered "Second" on the following  
grounds each of which is separately  
assigned:

1 = It is not averred that the property levied  
on was the property of Quincy Thompson.

2 = The said plea neither denies nor  
confesses and avoids the allegations  
of the complaint.

3 = If the property levied on and sold  
was the property of plaintiff, the  
fact that it was in possession  
of Quincy Thompson would not  
justify the defendant's act.

4 = It is not denied that the prop-  
erty levied on and sold was  
the property of plaintiff.

BT McNeil  
att'y for

# Jury List First Week, Sept. 10, 1934.

NO. NAME OCCUPATION ADDRESS

- ~~1 Charles Bill, Farmer, Loxley~~
- ~~2 Thomas Steele, Jr., Farmer, Bon Secour~~
- 3 Cleveland Fell, Farmer, Lillian
- ~~4 Edwin Green, Farmer, Loxley P~~
- 5 James D. Seay, Farmer, Loxley
- ~~6 Robert M. Rabon, Naval Stores, Rabon P~~
- ~~7 Arthur Aims, Farmer, Elberta~~
- ~~8 Max Krossen, Farmer, Elberta~~
- ~~9 Jacob Frank, Farmer, Elberta P~~
- ~~10 Dewey Slocumb, Farmer, Barnwell~~
- ~~11 Charles Street, Farmer, Point Clear~~
- ~~12 Samuel De Paula, Merchant, Elberta P~~
- 13 James Alex Dean, Farmer Stapleton
- ~~14 Joseph E. Brown, Merchant, Foley~~
- ~~15 John Russell, Mill Man, Loxley D~~
- ~~16 Herbert Koelling, Electrician, Perdido Beach~~
- 17 Reuben Bryars, Timberman, Stockton
- ~~18 Walter Dana, Fisherman, Point Clear~~
- ~~19 Fred Strehle, Ice man, Elberta P~~
- ~~20 Sim Parker, Fisherman, Bon Secour~~
- ~~21 Alvin Johnson, Farmer, Barnwell~~
- ~~22 W. Joe Hall, Cattleman, Bay Minette P~~
- 23 Robert S. Duck, Salesman, Bay Minette
- ~~24 Henry Peaden, Farmer, Bay Minette D~~
- ~~25 H. Pete Jones, Merchant, Bay Minette~~
- ~~26 Bolden G. Taylor, Farmer, Bay Minette D~~
- 27 Thomas W. Trawick, Truckman, Bay Minette
- ~~28 Robert M. Newton, Millman, Bay Minette~~
- ~~29 Walter Jones, Farmer, Bay Minette D~~
- ~~30 Clarence Eiland, Millman, Bay Minette~~
- 31 James T. Bradley, Clerk, Bay Minette
- ~~32 Claude F. Kersh, Salesman, Bay Minette P~~
- 33 Thomas J. Davidson, Meat Market, Bay Minette
- 34 W. Gaither Hobbs, Filling Station, Bay Minette
- 35 Reginald Rex Dolive, Sr., Butcher, Loxley
- ~~36 Blane G. Dickman, Salesman, Bay Minette D~~
- 37 Dennis C. Byrne, Mechanic, Bay Minette
- ~~38 Edwin C. Hand, Insurance, Bay Minette D~~
- ~~39 Robert E. Lawson, Produce, Bay Minette D~~
- ~~40 Terry D. Huggins, Bookkeeper, Bay Minette~~
- 41 John N. Standard, Merchant, Bay Minette
- ~~42 W. Sinsbee Alexander, Naval Stores, Bay Minette~~

43 *J. W. McMillan*

43  
16  
27  
12  
15  
8  
11  
11

BERTIE THOMPSON,

Plaintiff,

-vs-

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT - AT LAW

STATE OF ALABAMA

BALDWIN COUNTY.

Now come the Defendants in the aforesaid cause and plea  
to the Complaint, separately and severally, and say:-

THIRD:

That the said W. R. Stuart, as Sheriff of Baldwin  
County, Alabama, while acting as such, seized said property  
mentioned in said Complaint, which was then and there in the  
possession of Emery Thompson, under and by virtue of an execution  
issued out of the Circuit Court of Baldwin County, Alabama, in  
the case of L. T. Rhodes vs. Emery Thompson, directing the  
Sheriff of Baldwin County to make the sum of Three Hundred Sixty-  
three Dollars (\$363.00), together with the costs thereon, said  
Judgment being recorded in the Probate Court of Baldwin County,  
Alabama, in Judgment Book 2, page 317, and the Defendants fur-  
ther aver that the said W. R. Stuart as such Sheriff had no  
notice of any interest or right that the Plaintiff claimed in  
and to said property.

*H. H. Hart, H. H. Heard & H. H. Herson*  
Attorneys for Defendants.

57  
**P L E A.**

BERTIE THOMPSON,  
Plaintiff,

-VS-

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT - AT LAW  
STATE OF ALABAMA  
BALDWIN COUNTY.

Filed August 28, 1934

*W. A. [Signature]*  
Clerk.

and no said property.

*W. A. [Signature]*  
Clerk.

BERNIE THOMPSON,

Plaintiff,

-vs-

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA. AT LAW.

Comes the Defendant W. R. Stuart, in the above named  
cause, and for Plea to the Complaint in this cause filed, and to  
each and every count thereof, separately and severally, says:-

FIRST:

Not guilty.

*Hybart Heard Sharr*  
Attorneys for W. R. Stuart.

57  
**CONFIDENTIAL**  
P L E A.

BERTIE THOMPSON,

Plaintiff,

-vs-

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

Filed August 14, 1934.

W. R. Stuart  
Clerk.

copy sent to Miller

BERTIE THOMPSON,

Plaintiff,

-vs-

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

Comes the Defendant, The United States Fidelity & Guar-  
anty Company, a Corporation, and for Plea to the Complaint in  
this cause filed, and to each and every count thereof, separately  
and severally, says:-

FIRST:

Not guilty.

*Hyatt, Head & Bacon*  
Attorneys for The United States  
Fidelity & Guaranty Company.

RECORDED

P L E A.

BERTIE THOMPSON,

Plaintiff,

-VS-

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTEE  
COMPANY, a Corporation,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

Filed August 12, 1934

W. A. Stuart  
Clerk.

(COPY)

BERTIE THOMPSON,

Plaintiff

VS

W. R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY, A CORPORATION.

Defendants.

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

NO. \_\_\_\_\_

FIRST

Plaintiff claims of the to-wit: One Thousand and 00/100 (\$1000.00) dollars, as damages for that on to-wit; during November, 1933, and the time of the happenings of the matters and things herein stated, Defendant, W. R. Stuart, was the duly elected, qualified, and acting Sheriff of Baldwin County, Alabama, and the defendant, the United States Fidelity and Guaranty Company, was surety on his official bond in an amount exceeding the damages herein claimed. The plaintiff alleges that the said Sheriff, by himself or acting through his duly appointed deputy whose name is to the plaintiff unknown, within the County of Baldwin, State of Alabama, and acting under color of his office as Sheriff, and within the line and scope of his duties, wrongfully took and carried away the following personal property of the plaintiff, viz:

Fifteen cows,  
One Model A Ford Automobile  
One Hay rake  
One mowing machine  
One disk.

SECOND.

Plaintiff claims of defendant to-wit; One Thousand and 00/100 (\$1,000.00) dollars as damages stated on to-wit; November 13th, 1933, and the time of the happening of the matters and things herein stated, defendant W. R. Stuart, was the duly elected, qualified and acting Sheriff of Baldwin County, Alabama, and the defendant, the United States Fidelity and Guaranty Company was surety on his official bond in an amount exceeding the damages herein claimed, and on said date the said Sheriff, within the County of Baldwin, State of Alabama, acting through himself or his duly appointed deputy whose name is to the plaintiff unknown and acting under color of office as Sheriff, and within the line and scope of his duty, converted the following personal property of plaintiff, viz:

Fifteen Cows,  
One Model A Ford Automobile  
One Hay Rake  
One Mowing Machine  
One Disk

B. F. McMillan  
ATTORNEY FOR PLAINTIFF.

Plaintiff demands a trial by jury.

B. F. McMillan  
ATTORNEY FOR PLAINTIFF.

*Service on this Complaint accepted -  
this Aug 29th, 1934 -  
United States Fidelity & Surety Co.  
by Edwin Morley, Agent*

59

RECEIVED  
JUL 21 1944

Filed Aug 20<sup>th</sup> 1944  
W. A. Stone,  
Clerk.

BERTIE THOMPSON?

Plaintiff,

vs

W.R. STUART and THE UNITED  
STATES FIDELITY & GUARANTY  
COMPANY? A CORPORATION,

Defendants.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY? ALABAMA. AT LAW.

NO. \_\_\_\_\_

FIRST

Plaintiff claims of the to-wit; One Thousand and 00/100 (\$1000.00) dollars, as damages for that on to-wit; during November, 1933, and the time of the happenings of the matters and things herein stated, Defendant, W. R. Stuart, was the duly elected, qualified, and acting Sheriff of Baldwin County, Alabama, and the defendant, the United States Fidelity and Guaranty Company, was surety on his official bond in an amount exceeding the damages herein claimed. The plaintiff alleges that the said Sheriff, by himself or acting through his duly appointed deputy whose name is to the plaintiff unknown, within the County of Baldwin, State of Alabama, and acting under color of his office as Sheriff, and within the line and scope of his duties, wrongfully took and carried away the following personal property of the plaintiff, viz:

Fifteen cows,  
One Model A Ford Automobile  
One Hay rake  
One mowing machine  
One disk.

SECOND.

Plaintiff claims of defendant to-wit; One Thousand and 00/100 (\$1,000.00) dollars as damages stated on to-wit; November 13th, 1933, and the time of the happening of the matters and things herein stated, defendant W.R. Stuart, was the duly elected, qualified and acting Sheriff of Baldwin County, Alabama, and the defendant, the United States Fidelity and Guaranty Company was surety on his official

bond in an amount exceeding the damages herein claimed, and on said date the said Sheriff, within the County of Baldwin, State of Alabama, acting through himself or his duly appointed deputy whose name is to the plaintiff unknown, and acting under color of office as Sherriff, and within the line and scope of his duty, converted the following personal property of plaintiff, viz:

Fifteen Cows,  
One Model A Ford Automobile  
One Hay Rake  
One Mowing Machine  
One Disk

B. F. McMillan  
ATTORNEY FOR PLAINTIFF.

Plaintiff demands a trial by jury.

B.F. McMillan  
ATTORNEY FOR PLAINTIFF.

57

-3-

Copy

RECORDED

CIVIL CASE NO. \_\_\_\_\_

BERTIE THOMPSON,

Plaintiff,

VS

W.R. STUART AND THE UNITED STATES  
FIDELITY & GUARANTY COMPANY,  
A Corporation,

Defendants,

Complaint --

Filed July 5-1934  
Wm. A. Stone  
Clerk.

Refused (argumentative)  
J. M. Hare  
Judge

The Court charges the jury that if the property belongs to plaintiff it does not matter whether the purchase money was furnished by her husband or not.

\$150.00 Plaintiffs Ex. & W. B. H. BAY MINETTE, ALA. Jan 31 1920

On the 1st day of August 1920, I, we, or either of us, promise to pay to the order of ~~Baldwin County Bank~~ of Bay Minette, Alabama.

One hundred and fifty ~~and 00/100~~ DOLLARS, for value received in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at Baldwin County Bank, Bay Minette, 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 rights 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. All suits for the collection of this note may be prosecuted in any County in this State that the payee or assignee elects.

Witness my hand and seal the day above given.  
Attest: J. M. McMillan by J. M. Thompson (Seal)  
Attest: (Seal)

\$125.00 Plaintiffs Ex. & W. B. H. BAY MINETTE, ALA. Jan 31 1920

On the 1st day of June 1920, I, we, or either of us, promise to pay to the order of ~~Baldwin County Bank~~ of Bay Minette, Alabama.

One hundred twenty five ~~and 00/100~~ DOLLARS, for value received in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at Baldwin County Bank, Bay Minette, 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 rights 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. All suits for the collection of this note may be prosecuted in any County in this State that the payee or assignee elects.

Witness my hand and seal the day above given.  
Attest: J. M. McMillan by J. M. Thompson (Seal)  
Attest: (Seal)

4. The Court charges the jury that if the property levied on was not the property to which the process was directed and had been purchased by the plaintiffs and was at the time of the levy the plaintiff's property, then it makes no difference whether or not fraud entered into the trade by which plaintiffs bought the property. If you find from the evidence that a trade was in fact made and title to the ~~property~~ <sup>plaintiff's</sup> passed to plaintiff before they were levied on, then you must find the verdict for the plaintiff.

6. The Court charges the jury that if the evidence reasonably satisfies them that the ~~property~~ <sup>plaintiff's</sup> on which levy was made belonged to plaintiff and that they were levied on by defendant or his duly authorized deputy acting within the line and scope of his authority as such deputy and under color of his office, the process under which the ~~levy~~ was made was no protection to defendant insofar as actual damage was concerned.

8. The Court charges the Jury that the Sheriff is liable for the acts of his deputy done within the line and scope of his powers and authority as such deputy and under color of his office.

2. The Court charges the Jury that if they find from the evidence that the defendant or his duly authorized deputy, acting within the line and scope of his authority and under color of his office seized property which belonged to plaintiffs and plaintiffs were not parties to the suit under which the process issued and the property seized was not subject to the process, the levy was wrongful and good faith of defendant in making the levy would not relieve defendant from liability for the actual damage suffered by the plaintiffs growing out of such levy.

\$165<sup>00</sup>

Plaintiff Ex & W.D.H.

BAY MINETTE, ALA.

Jan 31

1930

On the 1st day of Oct 1930, I, we, or either of us, promise to pay to the order of Baldwin County Bank, of Bay Minette, Alabama.

One hundred sixty five & 00/100 DOLLARS,  
for value received in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at Baldwin County Bank, Bay Minette, 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 rights 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 last 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. All suits for the collection of this note may be prosecuted in any County in this State that the payee or assignee elects.

Witness my hand and seal the day above given.

Attest: [Signature]

Attest:

[Signature] (Seal)  
[Signature] (Seal)  
[Signature] (Seal)

BAY MINETTE, ALA.

April 3, 1930 No.

Plaintiff Ex & W.D.H.

**BALDWIN COUNTY BANK**

61-258

PAY TO THE ORDER OF

Cash

\$ 37.00

Thirty Seven and 00/100

DOLLARS

For one year to Mrs. E. M. Thompson

INCORPORATED  
IN 1819

**Aetna (Fire)**

CHARTER  
PERPETUAL

Insurance Company, Hartford, Conn.

Nov. 3<sup>rd</sup> 1933

Received of Mrs. Bertie C.  
Thompson \$13<sup>35</sup> in the  
matter of Claim bond  
to property levied on  
in Case L. J. Rhodes & Em  
Thompson -

[Signature]  
[Signature]

Premium 10<sup>00</sup>

Res. fee. 2<sup>85</sup>

Can fee 50

13.35

Plaintiff Ex & W.D.H.