

LILLIE SMITH,

Plaintiff,

BOATYARD TIMBER COMPANY, a Corporation,

Defendant.

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

Now comes Lillie Smith, the original Plaintiff in this cause, and demands a jury trial of this said cause.

orney for Lillie Smith.

RECORDED Nuck 7-412

DEMAND FOR TRIAL BY JURY.

LILLIE SMITH,

Plaintiff,

VS.

BOATYARD TIMBER COMPANY, a Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW. NO.

Polis Du 1621,1936

STATE OF ALABAMA. BALDWIN COUNTY.

Before me, W. C. BEEBE, a Notary Public in and for said County, in said State, this day personally appeared W. D. CWENS, who being by me duly sworn, deposes and says that the following described property, to-wit:

all paper wood or pulp wood that has been cut and all timber suitable for pulp wood that will measure 6 inches in diameter 14 feet above the ground that is now located on the following described property in Baldwin County, Alabama, to-wit:

SWA of NI, NET of NET, NWA of NWA, SEA of NWA, SEA of SEA of Section 9; WE of SWA of SEA of Section 11; SEA of NWA and Ed of SWA of Section 20; SEA of SWA of Section 20; SEA of SWA of Section 21; NEA of NEA, SEA of NWA, NWA of SWA of Section 22; All Fractional NWA of Section 24, North of Turkey Branch, excepting therefrom twenty acres described as follows: Beginning at the Northwest corner of Section 24, Township 7 South of Range 2 East, thence running South 30 rods, thence East and parallel with the North line of said Section 24 to Turkey Branch, thence along said branch East to the West bank of Fish River, thence Northerly along the Bank to the North line of Section 24, thence West to beginning; all in Township 7 South, Range 2 East;

upon which an execution from the Circuit Court of Baldwin County, Alabama, bearing date of issuance the 2/ day of legic to 1935, in favor of Lillie Smith and against W. D. Cwens, for the sum of Machine Market Market Dollars, has been levied by M. H. Wilkins, Sheriff of said County, to satisfy the same, is not the property of the said W. D. Cwens, but is the property of the Boatyard Timber Company, and that the said Boatyard Timber Company has a just claim to the property levied on.

Affiant further says that he is President and General Manager of the Boatyard Timber Company.

Sworn to and subscribed before me, this the /d day of January, 1936.

Notary Public, Baldwin County, Ala.

RECORDED

No. 6

7-411

Melber Scherk-Register

State of Alabama BALDWIN

County

CIRCUIT COURT

You are hereby commanded to su				
· 그리다 아이를 가장 아이를 하는데 아이를 하는데 하는데 아이를 다 하는데 아이를 하는데 이를 하는데 아이를	ımmonW. 🚓 🧢	Thompson		······
appear before the Circuit Court of holding the same and plead, answer	Beldwin , or demur, within	thirty days from	County, Alab service hereof t	ama, at the place the complaint
Gerlach Motor Compa	ny, <u>a portn</u> e	rship compo	<u> </u>	<u> </u>
Joe Gerlach, Eddie	Staff and La	wrence Staf:	~ 	
Witness my hand, this 18th	day of	Januar <u>r,</u>	<u> 2936</u>	19
		Pales (Lelei	K, Clerl
If the Defendant fails to appear	and plead or demi	ır within thirty d	ays after service,	the Plaintiff ma
xe judgment by default.	COMPLA	MINT		
erlach Motor Company, a	กรหรักคุณสู้หรัก		::::::::::::::::::::::::::::::::::::::	
	Part office Property	, J	• Thompson	
omposed of Theo Staff,	Joe vs.	· <u> </u>		
erlach. Eddie Staff and	. Transmanna	1		
· · · · · · · · · · · · · · · · · · ·	Plaintiff	\	•••••••••••••••••	Defendant
The Trainch Claim of the De	mendantthe 10	llowing personal	property—to-wit:	
one 1931 6 cylinder				
no. 2702258	A CONTRACTOR OF THE CONTRACTOR	مين ميريد موجوع ميا - د يو شايد - د حاسب هميان مين سين مين توتي تو	}-07 76565375	}⊱ <u>:::0-ÿ-0≇</u>

				*
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
				· ·

				\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	W 1			
				74788
	•••			TTSS
the value of the hire or use there	oof Jania 17. 1			
the value of the hire or use there		ention—to-wit, fr	om the 15	day o
<u>December, 1935</u> , 19	9 <u>-</u>			
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
**************************************				********************
	*************************		7	
		1	Alexander	

		Coun
	CIR	CUIT COURT
	 	
		Plaintiff vs.
	* 1, * ****	Defendant
File	d this	20 day o
File	1 1	193 (p
File C	XIII	193 (

Received this	<u></u>		o.	day
of.			- 21 - 65	19
9 1		0	<u></u>	Sheriff.
Executed this		0 1 10 1 0 1	<u> </u>	dov
of		<u> </u>	., 19	
leaving a copy of	the with	in Sum	mons a	nd Com-
plaint, with		\$ 10 5 10 6 10 8 10	: '	√÷ ti
		***************************************	Defen	dant
				Sheriff.

٠٠. الله

The State of Alabama,

...COUNTY

To the Sheriff of Saldin County

Whereas, the Plaintiff..... in the within stated cause hat made affidavit and given bond as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant...... give to bond payable to the Plaintiff...... with sufficient surety in double the amount of the value of the property, with condition that if the Defendant

cost in the suit, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Ratural alle of, Clerk.

(Box 617-2.) MARSHALL & BRUCE CO., NASHVILLE

영화 교통하게 수송을 보고 있는 것이다.	BALDWIN	
The State of	Alabama,	County

	RCUIT COURT
To any Sheriff of the State of Alabama	2. Creating . m
You are hereby commanded to summo	on
3	Aldwin
to appear before the Circuit Court of of holding the same and plead canswer of	demur, within thirty days from service hereof to the complaint of
Joe Gerlach, Eddie Sta	IT and Laurence Starf
18th	January, 1936
Witness my hand, this	day of Talet & Ques Cler
	plead or demur within thirty days after service, the Plaintiff ma
take judgment by default. Gerlach Movor Company, a pa	rtnership W. A. Thompson
CC	DMPLAINT
composed of Theo Staff, Joe	
Gerlach, Eddie Staff and L	avrence
Staff	vs.
Plair	
The Plaintiff — claim of the Defer	revrolet sedan automobile bearing motor endantthe following personal property, to wit:
Mo. 2702258	
	A STATE OF THE STA
AND THE STATE OF T	
with the value of the hire or the use thereo	of during the detention, to wit:
from the 15 M day of CC	, 19 3 3 5,
	there I take
eersavan Baselon Deiri võikilija. Tuuti Piriliikultuul	Diagratica Attaches

The	State	e of	Alat	ama
				COUNTY
CII	RCU	ur (COU	RT
	. Ó.		41. 1 41. 1	
		vs.		Plaintiff,
1	\$" + &+		D	efendant.
Summor	ns and	Compla		
Filed this		2,0	Ñ	day
10				
	ati	T.K.	Qu	, 193 (e.
	and	\mathcal{S}	fau aintiff's	Attorney
		2	1.2	
			3 -	•
				No.
3	3086 _{MARSH}	ALL & BRUCE CO	NASHVILLE	

of	day
	, Sheriff.
Executed this.	day
	, 19, by
	of the within Summons and Com-
plaint with	
	, Defendant,
	, Sheriff.

The State of Alabama

COUNTY

To the Sheriff of Salkein County:

Whereas, the Plaintiff......in the within stated cause has made affidavit and given bond as required by law, you are hereby required to take the property mentioned in the Complaint into your possession, unless the Defendant......give.......bond payable to the Plaintiff......with sufficient surety in double the amount of the value of the property, with condition that if the Defendant

within thirty days thereafter, deliver the property to the Plaintiff......, and pay all costs and damages which may accrue from the detention thereof.

 λ

The State of Alabama, Baldwin County

CIRCUIT COURT

the sum of	- hald and formly hound unto We A	La Thome				renoe stul	
r which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this. 18th day of January, 1986 ,19 The Condition of the above Obligation is such, That whereas, the above bound Gerlach action Company s this day commenced its suit in the Circuit Court of Baldwin 22 County, against the said of the recovery of the following property, to wit: One 1831 6 cylinder Chayfolst Sedam automobile Scaring Loter to 2702268	Two hardinad a						Dollars
rators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 18th day of January, 1936, 19 The Condition of the above Obligation is such. That whereas, the above bound Gerlagh Lotor Company. South and the Circuit Court of Boldwin in County, against the said or the recovery of the following property, to wit: One 1931 6 cylinder Chevrolet Bedun automobile 1837112 of or No. 2702256	UITO DATIL VALLESTINITUM		•		and the second second		
Sealed with our seals, and dated this. Condition of the above Obligation is such. That whereas, the above bound Gerlach Lotor Company South day commenced its suit in the Circuit Court of Baldwin 27 County, against the said of the recovery of the following property, to wit: One 1631 6 cylinder Chevrolet Sedam automobile Regring Lotor No. 2702258	The second secon	- Alexander Commence of the Co	rserves and	each of us, our and	d ezen or our ne.	is the care of the	
The Condition of the above Obligation is such, That whereas, the above bound Gerlach Rotor Company S this day commenced its suit in the Circuit Court of Baldwin 22 County, against the said of the recovery of the following property, to wit: One 1831 6 erlinder Chevrolet Death attomobile Ecrino of a No. 2703256	trators, jointly and severally, in my by	18th		January.	1956		
Gerlach Lotor Company 5 this day commenced. its suit in the Circuit Court of Baldwin 2z County, against the said or the recovery of the following property, to wit: One 1831 6 cylinder Chevrolat Bedan automobile Scaring of or No. 2702256	www.halinton.com			man i			
S this day commenced its suit in the Circuit Court of BOLDEIN 22 County, against the said of the recovery of the following property, to wit: Challesia 6 extincted Chevrolet Bedam 2000000116 COUNTY OF THE VIOLET BEDAM 200000116	The Condition of the above Oblig	ation is such,	That wher	eas, the above bo	und		
The recovery of the following property, to wit: One 1931 & cylinder Chevrolet Ledun automobile Caring oton No. 2702258	Gerlach Later Compa	in i-	ar.,		*		
The recovery of the following property, to wit: One 1931 & cylinder Chevrolet Ledun automobile Caring oton No. 2702258	5 this day commenced its s	uit in the Circui	t Court of	Baldwin	<u>S</u>	County, against	the said
One 1931 6 eylinder Chevrolat Sedan automobile Searing Otor No. 2709256	mary .	:					
One 1931 6 eylinder Chevrolat Bedan automobile Sering Lotor No. 2702258	Section 1 Section 1 Section 1 Section 2 Sectio		i i ka				
Scring Lotor No. 2703258	or the recovery of the following property	, to wit:	100			1 6 7 1 7 8 7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1	
Scring Lotor No. 2703258	Ose_1931_6 - cy	linder-G	ie viole	rt Bedün an	atomobile		
	NAC	:					
	Mil) year C"		1 2	San Comment			
	Anna Anna Anna Anna Anna Anna Anna Anna		700 c	***************************************			
	and the state of t	***********************	1 1 Mile 1	garty contracts			
	2.0 California (1994)	***************************************					
		t de amora la coma la comme de Las della de mon	ostalista (1805) (180 perminum —	d beginner - handlig et is de ly de doord 'n research ook lithert besond.	والمستحصية والمستحورة والمتارية	The second secon	eganistic programme

			· •	Al se			
		,,					
			the profit		and the second	······································	
	Control of the Contro	The second second		**			
				10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
		****		************			
			,,,				******
	•						
		***************************************		******			
nd having made affidavit that the property sued for belongs to, and entering into this bond, has obtained an order		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				60 22 pp g - namender - 2 2 6 4 pp g - nam 4 1 6 a 4	**********
	equiring any Sheriff of the State aforesa	id to take the s	aid propert	y sued for into his	s possession:		
equiring any Sheriff of the State aforesaid to take the said property sued for into his possession:	Now, if the said Gerlach Lic	otor Comp	<u>- 1937</u>			shal	l fail or
alligum Paraka kanang makamakan mengan kebang dang pangkan dan mengang beranggan dalam dalam dalam dalam dalam	aid suit, and pay the Defendant all sucl	n costs and dam	ages as he	may sustain by th	e wrongful com	plaint, then this o	bligation
Now, if the said Gerlach Motor Company shall fail or	o be void; otherwise to remain in full fo	rce and effect.		Al- 100	all little		
Now, if the said Gerlach Motor Company shall fail or	rrequestat person (A) open interfer optist of frederieds.	opętaka swi		XUUW.	UN WW	UY V	/(r. s:
Now, if the said Gerlach Motor Company shall fail or aid suit, and pay the Defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void; otherwise to remain in full force and effect.		and the second s	Page Aug. 11 Tan. 11	المعارض والمستوادين والمستوادين والم	e was the second		т. s::
Now, if the said Gerlach Lotor Company shall fail or aid suit, and pay the Defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void; otherwise to remain in full force and effect.			e with the second				(11. 15-
Now, if the said Gerlach Lotor Company shall fail or aid suit, and pay the Defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void; otherwise to remain in full force and effect.	And the second s	and godford to the control of the co					(L. S.
Now, if the said Gerlach Locor Company shall fail or aid suit, and pay the Defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void; otherwise to remain in full force and effect. (L. S.							a.s
Now, if the said Gerlach Lotor Company shall fail or aid suit, and pay the Defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation	· · · · · · · · · · · · · · · · · · ·	()					(
Now, if the said Gerlach Locor Company shall fail or aid suit, and pay the Defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void; otherwise to remain in full force and effect. (L. S. (L.	. y′ 	()		Zla.			(
Now, if the said Gerlach Locor Company shall fail or aid suit, and pay the Defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void; otherwise to remain in full force and effect. (L. S. (L.	Approved this 20 day o	Jaun	mj.	,,,,,,,,	n ()	No. of the control of	(

AFFIDAVIT IN DETINUE	ŧ,
	_

THE STATE OF ALABAMA, Escambia	COUNTY
	A STATE OF THE STA
Before me, Mary R. Peavy, a Motory Public is and 3	lor Bseckbio Country,
personally appeared <u>Eddie Staff, Partner ir Garlack Motor</u>	Company, who
naving been by me duly sworn, deposes and says that the following property, to wit:	***************************************
one 1931 6 cylinder Chevrolet Seden automobile bes	
2702258	and the second s
<u> Marian de Porti d'anno de la militar de la maria del maria del maria de la maria del la maria de la maria dela maria</u>	

The second secon	to the second se

	*
for the recovery of which be he have insti	ituted suit this day in the Cinus
ourt of Baldwin County against V. A. Thompson	sale this day in the Circui
	1 _
is the property of them	f, the affiant.
in the state of th	IJU.
Sworn to and subscribed before me this 16 W day of and	Ny 19.36
	80 Q
- Cocc	most The

The State of Alabama,

County.

AFFIDAVIT AND BOND IN DEFINUE

(Box 618-2) MARSHALL & BRUCE CO., NASHVILLE