

STATE OF ALABAMA,  
BALDWIN COUNTY.

IN THE CIRCUIT COURT--LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Rausch Naval Stores Co., Inc., a Corporation, 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 same, then and there to answer the Complaint of W. M. Stuart.

Witness my hand this 14 day of May, 1936.

*Ralph Luck*  
Clerk.

COMPLAINT.

W. M. STUART,

Plaintiff,

-vs-

RAUSCH NAVAL STORES CO.,  
INC., a Corporation,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

COUNT 1: The Plaintiff claims of the Defendant five Hundred Dollars (\$500.00) due from it, by account, on the 1st day of January, 1936.

COUNT 2: The Plaintiff further claims of the Defendant the sum of Five Hundred Dollars (\$500.00), on account stated between the Plaintiff and the Defendant on, to-wit, the 1st day of January, 1936.

COUNT 3: The Plaintiff further claims of the Defendant five Hundred Dollars (\$500.00) due the Plaintiff by the Defendant for one year's rent, beginning January 1st, 1936, and ending December 31st, 1936, on all buildings owned by the Plaintiff situated on the following described lands in Baldwin County, Alabama, viz:-

Beginning at a point on the West line of the right of way of the Bay Minette and Fort Morgan Railroad, a distance of 1092 feet southerly

(page two)

from northerly line Section 16, Township 2 South of Range 3 East, measure along West line of said right of way 150 feet, thence Northerly at right angles to said West line of said right of way, 150 feet, thence Northerly 150 feet, thence Easterly to beginning, in Section 16, Township 2 South, Range 3 East. Intending to describe what is known as, "Peoples Fertilizer Plant Lot"; with the right to use said buildings and said land, and the private side-track on said land, for said term;

which rent was due on the 1st day of January, 1936, in full for said term.

Which sum of money, together with the interest thereon, is still due and unpaid.

Hyatt & Chase  
Attorneys for Plaintiff.

SUMMONS & COMPLAINT.

W. M. STUART,

Plaintiff,

-VS-

RAUSCH NAVAL STORES CO.,  
INC., a Corporation,

Defendant.

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

Filed May 14, 1936

Ralph Deuch  
Clerk.

LAW OFFICES

HYBART & CHASON  
BAY MINETTE, ALABAMAExecuted May 14- 4  
by serving copy of within Summons and  
Complaint onH. V. Rausch  
Agent Rausch Naval  
Stores Co. Inc.M. H. Melker  
By C. N. Anderson Deputy Clerk


STATE OF ALABAMA,  
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

WHEREAS, W. M. Stuart hath complained on oath to me, Robert S. Duck, as Clerk of the Circuit Court of Baldwin County, Alabama, that the Rausch Naval Stores Co., Inc., a Corporation, is justly indebted to him in the sum of Five Hundred Dollars (\$500.00), and the 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 the Rausch Naval Stores Company, Inc., a Corporation, as will be of value to satisfy the said debt and costs according to the Complaint, and such estate, unless replevied so to secure that the same may be liable to further proceedings thereon to be had in the Circuit Court of Baldwin County, Alabama, to be held at the Courthouse thereof, when and where you must make known how you have executed this writ.

Witness my hand this 14 day of May, 1956.



Clerk Circuit Court, Baldwin  
County, Alabama.

Executed by taking  
into my possession  
1 tank <sup>containing</sup> ~~car~~ <sup>Supermarine</sup>  
Dipricts, approximately  
5700 Gallons.

and 83 Bbls Raren  
as the property of Rausch  
Naval Stores Co. Inc.

May 14 - 1936

M. H. Wilhelm Sheriff  
C. N. Anderson D. S.

RECORDED

Book

7-495

WRIT OF ATTACHMENT.

W. M. STUART,

Plaintiff,

-VS-

RAUSCH NAVAL STORES CO.,  
INC., a Corporation,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Issued May 14, 1936

O. R. L. L. L.  
Clerk.

# Circuit Court, Baldwin County

*M. M. Stuart*

PLAINTIFF

*Rauch Naval Stores Co*

VS.

DEFENDANT

## BILL OF COST

CLERK'S FEES		Dollars	Cts.	AMOUNT BROUGHT FORWARD		\$	Cts.
Issuing Summons and Complaint	\$1 25	1	25	Transcript to Supreme Court, 15c per hundred words			
Copies of same, when over 200 words, 15c per 100	30		30	Copies, 5c per hundred words			
Issuing Alias Summons and Complaint	1 25		20	Citation to Appellee in Appeal, 20c per hundred words			
Entering Sheriff's Return on Summons and Complaint	20		45	Certificate with Seal, 50c. Without Seal	25		
Docketing Cause 25c. Ent. Appearance, 20c	45			Witness Certificate	25		
Subpoena for Witness	30			Taking Bond Not Above Mentioned	75		
Making Certificate of Judgment	50			Entering Order of Court not above named	30		
Filing	10			Administering Oath	25		
Trial and Incidents	75			Taking Bond for Costs of Non-Resident Plaintiff	75		
Entering Judgment, or copy of same	30			Copy of any paper not above named, 15c per hundred words			
Order for Continuance	10			Filing Writ of Prohibition and Entering Return	15		
Issuing Execution	50			Issuing Writ of Prohibition	75		
Docketing Execution	25			Issuing copies of same, 15c per 100 words			
Issuing copy of same	50			Filing Mandamus and Entering Return	15		
Entering Sheriff's Return on Execution, 15c per hundred words	20			Issuing Writ of Mandamus	75		
Final Record, 15c per hundred words		4	00	Issuing copies of same, 15c per 100 words			
Order for Alias Summons and Complaint	30		86	Total Clerk's Fees			
Order to Dismiss Cause	30			SHERIFF'S FEES			
Order to Set Aside Dismissal	30			Serving and Returning Summons	\$1 50	8	10
Order Overruling Motion to Set Aside Dismissal	75			Serving and Returning Subpoenas	65	1	50
Order Granting New Trial	30			Collecting Execution for Costs	1 50		
Order Overruling Motion for New Trial	30			Serving and Returning Sci. Fa. Notice, etc.	65		
Order Overruling Motion for Continuance	30			Executing Writ of Possession	2 50		
Order Overruling Motion to Set Aside Default	30			Levy Attachment	3 00	8	00
Order for Notice to Non-Resident Defendant	30			Entering and Returning Attachment	25		
Issuing Notice for Publication and Copy 20c per hundred words				Entering and Returning Execution	25		
Order to Give Security for Costs	30			Summoning and Returning Garnishee	1 50		
Order to Give Additional Bond	30			Taking and Approving Garnishee Bond	75		
Order to Execute Writ of Inquiry	30			Serving and Returning Writs	1 50		
Order of Sale in Attachment	30			Serving and Returning Summons on Forcible Entry	1 00		
Order for Leave to Amend Complaint	30			Executing Writ of Restitution in such cases	2 00		
Order for Leave to Amend Pleas	30			Taking and Approving Bonds of Every Kind	1 00		
Order for Leave to Amend Writ of Process	30			Taking and Approving Claim Bond	1 00		
Order for Attachment for Witness	30			Taking and Approving Forthcoming Bond	1 00		
Filing Deposition	10			Taking and Approving Bail Bond	1 00		
Issuing Commission to Take Deposition	75			Taking and Approving Plaintiff's Detinue Bond	1 00		
Issuing copy of same, per hundred words	15			Taking and Approving Defendant's Detinue Bond	1 00		
Issuing Copy of Interrogatories, 15c per hundred words, but not less than	50			Making Deed	2 50		
Endorsing each Pet. Deposition Opened	10			Serving Attachment for Contempt of Court	1 50		
Taking Bond in Garnishment on Summons	75			Collecting Money on Execution			
Summons to Garnishee	50			Empanelling Jury	75		
Copies of same, 20c per hundred words				Sheriff's Commission for Property Sold under Attachment			
Notice to Defendant in Garnishee on Summons, and copy, per hundred words	20			Seizing Personal Property on Writ of Detinue	3 00		
Swearing Garnishee and Recording Answer, 15c per hundred words, but not less than	50			Total Sheriff's Fees			
Filing Attachment	10		10	RECAPITULATION			
Issuing Attachment Writ and Taking Bond	1 00	1	00	Judgment		4	75
Issuing Copies of Attachment Writ, 15c per hundred words				Interest			
Filing Certiorari and Entering Return	15		8	Clerk's Fees		8	10
Taking Certiorari Bond and Filing Same	75			Sheriff's Fees		4	75
Issuing Writ of Certiorari	75			Justice's Fees			
Issuing copies of same, 15c per 100 words				Constable's Fees			
Issuing Writ of Scieri Facias, or Notice in Nature of	75			Witnesses' Fees			
Issuing copies of same, 15c per 100 words				Commissioners' Fees			
Taking Supersedeas Bond and Filing same	75			Printer's Fees			
Taking Appeal Bond and Filing same	75			Stenographer's Fees	5 00		
TOTAL FORWARDED				Answer of Garnishee		3	00
				Trial Tax	3 00		
				Total	\$	15	75

Received payment this *16* day of *May* 193*6*

ATTEST

Clerk Circuit Court, Baldwin County, Ala.

*Free Books H*

*Page 252*

STATE OF ALABAMA,

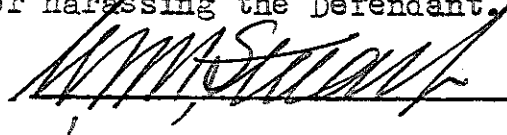
BALDWIN COUNTY.

Before me, the undersigned authority in and for said State and County, personally appeared W. M. Stuart, who is known to me, and who, after being by me first duly and legally sworn, doth depose and say under oath as follows:-

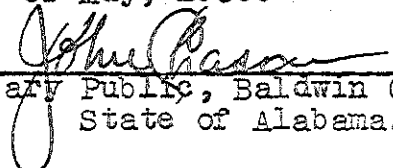
That his name is W. M. Stuart; that he is over the age of twenty-one years, and a resident of Baldwin County, Alabama; that he is the Plaintiff in that certain cause wherein W. M. Stuart is Plaintiff and the Rausch Naval Stores Company, Inc., a Corporation, is Defendant; that the ~~Rausch Naval Stores Company, Inc., a Corporation~~, is indebted to him in the sum of Five Hundred Dollars (\$500.00), being due for one year's rent, beginning January 1st, 1936, and ending December 31st, 1936, on all buildings owned by the Plaintiff situated on the following described lands in Baldwin County, Alabama, viz:-

Beginning at a point on the West line of the right of way of the Bay Minette and Fort Morgan Railroad, a distance of 1092 feet southerly from northerly line Section 16, Township 2 South of Range 3 East, measure along West line of said right of way 150 feet, thence Northerly at right angles to said West line of said right of way, 150 feet, thence Northerly 150 feet, thence Easterly to beginning, in Section 16, Township 2 South, Range 3 East. Intending to describe what is known as, "Peoples Fertilizer plant Lot"; with the right to use said buildings and said land, and the private side-track on said land, for said term;

which sum of money is now due, and the Defendant fails or refuses after demand is made, to pay the same; that the attachment is not sued out for the purpose of vexing or harassing the Defendant.



Sworn to and subscribed before me, a Notary Public whose seal is hereto affixed, this 14<sup>th</sup> day of May, 1936.

  
Notary Public, Baldwin County,  
State of Alabama.

The State of Alabama, {  
Baldwin County.

Before me, \_\_\_\_\_, a Justice of the Peace in and for  
said county, personally appeared \_\_\_\_\_  
who being duly sworn, says that \_\_\_\_\_  
justly indebted to \_\_\_\_\_  
in the sum of \_\_\_\_\_ DOLLARS,  
after allowing all just offsets and discounts, and the said \_\_\_\_\_

and that this Attachment is not sued out by him for the purpose of vexing or harassing the said Defendant.

Sworn to and subscribed before me this

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

\_\_\_\_\_  
J. P.

The State of Alabama, { IN THE CIRCUIT COURT--LAW SIDE.  
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, W. M. Stuart, as Principal,  
and the Undersigned, as Sureties,

are held and firmly bound unto Rausch Naval Stores Company, Inc., A Corporation,

in the sum of One Thousand Dollars (\$1000.00) Dollars,

to be paid unto the said Rausch Naval Stores Co., Inc., a Corporation, its

successors  
~~heirs, executors, administrators~~ or assigns, for which payment, well and truly to be made, we bind our-

selves and each of us, our heirs, executors, jointly and severally, firmly by these presents. And the

right of exemption under the Constitution and Laws of Alabama is hereby waived as to this Bond.

Sealed with our seals, and dated this 14<sup>th</sup> day of May 19 36.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bounded

W. M. Stuart

has on the day of the date hereof, prayed an Attachment at the suit of W. M. Stuart, Plaintiff,  
vs. Rausch Naval Stores Co., Inc., a Corporation, Defendant,

for the sum of Five Hundred (\$500.00) Dollars,

and has obtained the same, returnable to said Court.  
~~returnable before me at my office, on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_~~

Now, if the said Plaintiff shall prosecute said Attachment to effect and pay the said Defendant all  
such damages as it may sustain by the wrongful or vexatious suing out of said  
Attachment, the above obligation to be void; otherwise to remain in full force and effect.

Approved this 14<sup>th</sup> day of

May

19 36

Ratula L. Lusk  
Clerk Circuit Court,  
Baldwin County, Alabama.

W. M. Stuart (Seal)  
W. M. Stuart (Seal)  
J. H. Perry (Seal)



AFFIDAVIT & BOND.

W. M. STUART,

Plaintiff,

-vs-

RAUSCH NAVAL STORES CO.,  
INC., a Corporation,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Filed May 14, 1936

O. R. H. H. H.  
Clerk.

LAW OFFICES

HYBART & CHASON

BAY MINETTE, ALABAMA