

R. LUCIAN WALSH,
Plaintiff,

-vs-

GUS HALL,
Defendant.

No. _____
IN THE CIRCUIT COURT OF
Baldwin COUNTY, ALABAMA.

1. Plaintiff claims of the defendant the sum of Three Hundred and Fifty Dollars (\$350.00), Due by promissory note made by him on the 24th day of February, 1934, payable twelve months after date, with interest thereon from February 24th 1934.

2. Plaintiff avers that under the terms of said note and as to the debt evidenced thereby, defendant waives all rights of exemption under the Consitution and laws of the State of Alabama, or any other state, and agrees, in event suit is filed for the collection of said note, to pay a reasonable attorney's fee for filing said suit; and Plaintiff avers further that Sixty Two Dollars (\$62.00) is a reasonable attorney's fee herein and claims such additional amount of the defendant.

William F. Ineeringer
Attorney for Plaintiff.

Defendants' address:
Tensaw, Alabama.

THE STATE OF ALABAMA,
Baldwin County.

No. _____ CIRCUIT COURT

May 20th 1936

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon GUS HALL

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in
the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against GUS HALL.

Defendant by R LUCIAN WALSH

Plaintiff

Witness my hand this 20th day of May 1936

Rahel Walsh Clerk.

COMPLAINT

Plaintiff versus

The Plaintiff claims of the Defendant

Dollars, due by

Plaintiff's Attorney.

150
1
RECORDED

Duck

7-524

No. _____

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

LUCIAN WALSH?

PLAINTIFF.

VS.

GUS HALL.

DEFENDANT

Summons and Complaint

Filed, May 20th 1936

Robert Duck, Clerk.

Defendant Lives at

Tensaw Ala.

William J Sneeringer.

Plaintiff's Attorney.

Defendant's Attorney

RECEIVED IN OFFICE

, 1936

, Sheriff

I have executed this Writ

this May 30, 1936

by leaving a copy of the within Summons and Complaint with

Gus Hall

R. L. Walcombe, Sheriff.

Moss Bernstein, Deputy Sheriff.

no
\$ 350.100

Mobile, Ala., February 24th 1934 192

(12) Twelve Months

after date, without grace I

promise to pay to the order of R. Lucian Walsh

Three Hundred & Fifty

DOLLARS

for value received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Alabama.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property, to-wit:

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time, or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time, as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sale shall be applied: First, to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, all right to exemption under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all cost of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether 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.

Attest:

G. M. Hall

WILLIAM J. SNEERINGER
ATTORNEY AT LAW
813 VAN ANTWERP BUILDING
MOBILE, ALABAMA

Wed. July 29, 1936.

In Re: Walsh Vs. Hall.

APPLICATION FOR JUDGMENT BY DEFAULT.

Your Petitioner, R. Lucian Walsh respectfully represents unto your Honor that thirty days having elapsed since the serving of summons upon the Defendant Gus Hall and further that no answer having been filed within that time as prescribed by ~~the~~ law your Honor is respectfully requested hereby to issue a judgment by default in the above mentioned case for the sum of Four Hundred and Twelve Dollars (\$412.00). The note which is the basis of the suit is hereby inclosed for your Honor's convenience.

William J. Sneeringer
William J. Sneeringer,
Attorney for Plaintiff.

It being made to appear to the satisfaction of the Court from the testimony of Leslie Hall, Esq., attorney of record for Plaintiff, that M. H. Wilkins, former Sheriff, failed to make deed to Plaintiff as the purchaser at execution sale held by him as shown by return on writ of execution issued herein. It is Ordered that W. R. Stuart, present Sheriff and as successor in office of the said M. H. Wilkins, execute and deliver to the said R. Lucian Walsh, as such purchaser, conveyance of lands levied on and sold under said writ of execution herein.

Done this 16th day of August, 1939.

J. W. Hare
Judge.

I hereby certify that I have executed the within notice by serving a copy thereof on Gus Hall, in person, and by leaving a copy thereof in writing, at his place of residence, in this county.

Done this 30 day of November, 1937.

Sheriff.

I further certify that on the 30 day of November, 1937, which is more than 30 days prior to the date set for the said sale, I posted a copy of the within notice at the court house door of Baldwin County, Alabama.

Sheriff.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Writ issued out of the Circuit

Court of Baldwin County, Alabama, was docketed, on and to be returned

returnable to the said Court on the 30 day of November, 1937.

Writ of Habeas Corpus, as Sheriff of Baldwin County, Alabama,

has been returned to the said Court on the 30 day of November, 1937.

Filed in Office this 30 day of November, 1937.

At Law, No. 334.

At Law, No. 334.

At Law, No. 334.

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At Law, No. 334.

At Law, No. 334.

At Law, No. 334.

At Law, No. 334.

At Law, No. 264.

12/30/37

I hereby certify that I have executed the within notice by serving a copy thereof on Gus Hall, in person, and by leaving a copy thereof in writing, at his place of residence, in this county.

R. LUCIAN WALSH,
Plaintiff,

vs.

GUS HALL,
Defendant.

Done this 30 day of November, 1937.

M. L. Milkenis
Sheriff.

NOTICE OF LEVYON

REAL ESTATE.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Filed in Office this

10th day of August, 1937.

R. S. Duck
Clerk.

By Layton Wilkins
Deputy

I further certify that on the 10th day of November, 1937, which is more than 30 days prior to the date set for the said sale, I posted a copy of the within notice at the court house door of Baldwin County, Alabama.

J. M. Wilkins
Sheriff.

No.

Term, 193

You are hereby commanded, That of the goods and chattels, lands and tenements of

to the suit, the sum of Seven hundred Dollars Dollars,
besides Execution and Costs Dollars, cost of suit;
upon which Judgment an Execution has been issued and returned by the Sheriff. No Property Found.

Witness my hand, this 2 day of Sept 1932

..Clerk.

[illegible]

The State of Alabama, }
County. }

No. 264

CIRCUIT COURT

Fall

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 Gus Hall, Defendant,

you cause to be made the sum of Four Hundred Twelve and no/100 DOLLARS, which R. L. Walsh, Plaintiff,

recovered of H. M.

on the 3 day of August, 1936 by the Judgment of our Circuit Court held for the County of Seale, besides the sum of 801.12 DOLLARS,

costs of suit, and have the same to render to the said R. L. Walsh, and make return of this Writ and the execution thereof, according to law.

Interest from Aug 3, 1936, to Date of Ref, 1936

Witness, my hand this 30 day of Sept, 1936, R. L. Walsh, Clerk.

CLERK'S FEES		AMOUNT	SHERIFF'S FEES		AMOUNT		
Issuing.....	Summons and Complaint.....	\$1.25	1.25	Serving and Returning.....	Summons.....	\$1.50	1.50
Issuing.....	copies of same.....	.30	30	Serving and Returning.....	Writs.....	1.30	
Issuing.....	Branch Summons and Complaint.....	1.25		Serving and Returning.....	Subpoenas for... Wit.....	.65	
Issuing.....	copies of same.....	.30		Levy.....	Attachment.....	3.00	
Entering.....	Sheriff's Return or copy of above.....	.20	20	Entering and Returning.....	Attachment.....	.25	25
Docketing Cause.....		.25	25	Summoning and Returning.....	Garnishee.....	1.50	
Entering.....	Appearances.....	.20		Serving and Returning.....	Sci. Fas..... Notices.....	1.50	
Filing.....	Pleas..... Demurrers.....	.10	30	Impaneling Jury.....		.75	
	Affidavits, Certified.....	.25		Collecting Cost, Execution.....		1.50	
	Commissions to take Depositions.....	.75		Taking and Approving.....	Replevin Bonds.....	1.00	
	copies of Interrogatories.....			Claim Bonds.....		1.00	
	Notices of Filing Interrogatories.....	.50		Garnishment Bonds.....		.75	
Filing.....	Packages of Depositions.....	.10		Forthcoming Bonds.....		1.00	
Inclosing.....	Packages of Depositions.....	.10		Bail Bonds.....		1.00	
	Orders in Court.....	.30	30	Detinue Bond.....		1.00	
	Continuances.....	.10		Writ of Possession.....		5.00	
Issuing.....	Subpoenas for..... Witnesses.....	.30		Making Deed.....		5.00	
Trial and Incidents.....		.75	75	Collecting Money on Execution.....			
Entering.....	Judgment.....	.30	30	Writ of Restitution.....		2.00	
Issuing.....	Execution.....	.50	100	Sheriff's Commissions.....			
Entering.....	Sheriff's Return of Execution.....	.20	40	Sheriff's Deed.....			
Issuing.....	Certiorari..... Sci. Fas.....	.25	50	Seizing Personal Property in Detinue.....		3.00	
Filing.....	Certiorari, etc.....	.15					
Issuing.....	Notices.....	.75		Former Sheriff's Fees.....			
Issuing.....	copies of same.....	.50		TOTAL SHERIFF'S FEES.....		175	
Taking.....	Bonds.....	.75		WAIVER..... NO WAIVER.....			
Filing.....	Bonds.....	.10		RECAPITULATION.....			
Issuing.....	Attachment Writ... and taking Bond.....	1.00		Judgment for <u>Ref</u> for.....		412.10	
Filing.....	Attachments.....	.10		Interest from.....			
	Summons of Garnishee.....	.50		Damages.....			
Swearing and Ent.....	Answer of Garnishee.....			Clerk's Fees.....		855	
Complete Record, 15c per 100 words.....		240		Sheriff's Fees.....		175	
Transcript to Supreme Court.....				Justice of Peace Fees.....			
Certificate of Appeal to Supreme Court.....		.75		Witness Fees in Justice of Peace Court.....			
Notices of Appeal.....		.75		Constable's Fees.....			
Appeal Bond.....		.75		Commissioner's Fees.....			
Certificate of Judgment.....		.50	50	Commissioner's Residence.....			
Witness Certificates.....		.25		Printer's Fees.....			
				Garnishee's Fees.....			
				Witness Fees in Circuit Court.....			
				Former Clerk's Fees.....			
				Trial Tax..... <u>1280</u>		300	
TOTAL CLERK'S FEES.....		805		TOTAL FEES.....		42680	

The State of Alabama,
Baldwin COUNTY.

CIRCUIT COURT.

R. Lucia Walsh

VS.

Plaintiff.

Gus Hall

Defendant

CIVIL EXECUTION FOR COSTS
AGAINST DEFENDANT

Judgment for Reb for \$ 41200

Interest from _____, 19____,

to _____, 19____, \$

Damages _____ \$

Costs _____ \$ 1280

Total _____ \$ 42480

Civil Fee Book 17 Page 277

Execution Docket 5 Page 23

Filed _____, 1934

W. J. Seungger

Clerk

Plaintiff's Attorney

Defendant's Attorney

COLLECT COSTS FROM
DEFENDANT

The State of Alabama,
Baldwin COUNTY.

I hereby certify that the within Judgment and costs in this case are correct, and there was a waiver of exemption as to personal property under the Constitution and Laws of Alabama.

This

day

of

, 19____

Clerk.

Received in Office

Jan 8, 1937
M. H. Wilkins

Sheriff.

Sheriff's Execution Docket, page 72

Sheriff's Fee Book, page _____

Returns of 1-
1937 No property
of Defendant found
in Baldwin County.
M. H. Wilkins
Sheriff

The State of Alabama, }
COUNTY.

By virtue of the within Execution, I have, at _____
levied.

_____ o'clock _____ M., this _____

_____ day of _____, 19____

_____, Sheriff.

PLAINTIFF'S WITNESSES

AMOUNT

DEFENDANT'S WITNESSES

TOTAL