

671

SPENCER M. ADAMS, JR.,  
Plaintiff,

versus

L. L. NOBLE, HORACE W. THURBER,  
AND J. R. ATKINS, Individually  
and as Partners doing business  
under the name of FRUIT DISTRIBUT-  
ING COMPANY,

Defendants.

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

Comes each of the Defendants in the above entitled cause, separately and severally, and demurs to each count of the complaint, separately and severally, on the following separate and several grounds; namely:

1. Said count fails to show that any act of the defendant, its servants or agents, was the proximate cause of the death of plaintiff's intestate.
2. Said count fails to show that the plaintiff's intestate was killed as a proximate result of any unlawful or negligent act of the defendant or its servants or agents.
3. Said count fails to aver that the defendant, its servants or agents, wantonly or wilfully killed plaintiff's intestate.
4. Because said count fails to show that the defendant or its servants or agents wantonly killed plaintiff's intestate.
5. Because it does not appear that the defendant or its servants or agents wilfully and unlawfully killed plaintiff's intestate.
6. Because it does not appear that the defendant or its servants or agents wilfully killed plaintiff's intestate.

7. Because it does not appear that the death of plaintiff's intestate was a proximate result of any wrongful act, omission, or negligence of the defendant, its servants or agents.

Bonith & Johnston  
ATTORNEYS FOR DEFENDANT

671  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

RECORDED

SPENCER M. ADAMS, JR.,

Plaintiff

L. L. NOBLE, HORACE W. THURBER,  
AND J. R. ATKINS, Individually  
and as Partners doing business  
under the name of FRUIT DIS-  
TRIBUTING COMPANY,

Defendants.

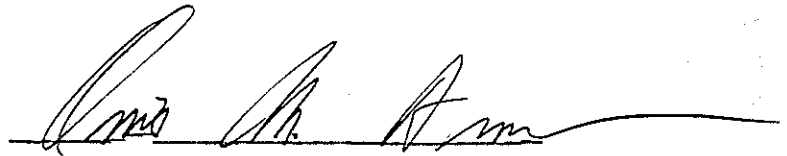
DEMURRER TO THE COMPLAINT

SMITH & JOHNSTON  
ATTORNEYS FOR DEFENDANT.

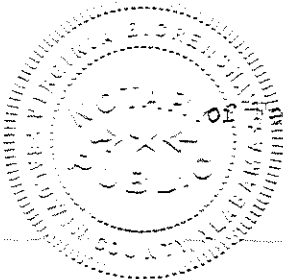
*Filed June 14 1941*  
*Respect*  
*Elect*

STATE OF ALABAMA,  
COUNTY OF BALDWIN.

Personally appeared before me, Virginia E. Crenshaw, a Notary Public, in and for said State and County, one Orvis M. Brown, Attorney for LOXLEY PRODUCE COMPANY, who first being duly sworn states and affirms upon oath, that JOE RYBAR, respondent in a certain Law Suit proceedings now pending in the Circuit Court of Baldwin County, Alabama, at Law, is not in the Military Service of the United States of America, and further sayeth not.

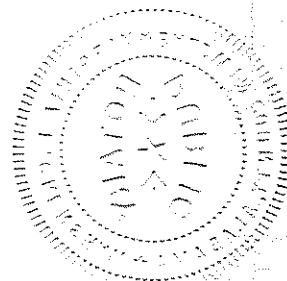


Subscribed and sworn to before me this the 2nd day  
February, 1942.



*Virginia E. Crenshaw*  
Notary Public, Baldwin County, Ala.  
My Commission expires:  
August 1st, 1943.

RECORDED



*Filed 2-2-42*

*R. S. Duck*  
*clerk*

**The State of Alabama,** }  
Baldwin County

**CIRCUIT COURT**

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas Loxley Produce Company, Inc.has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against Joe Rybarfor the sum of Nine Hundred Eighty Nine & 15/100 (\$989.15) Dollars and whereas, the said Loxley Produce Company, Inc.has entered into bond, and made affidavit as required by law that the said Joe Rybaris indebted to them in the sum of Nine Hundred Eighty Nine & 15/100 (\$989.15)Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment as may be recovered by Plaintiff, and that W. P. Baldwin, ofRobertsdale

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said W. P. Baldwinto be and appear at the Fall term of the Circuit Court, to

be holden for the County of Baldwin, on of Jan 1921,  
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your answer, or at any time intervening between the time of serving the garnishment and making the answer, you were indebted to the defendant, and whether, you will not be indebted to him in the future by a contract then existing, and whether by a contract then existing, you are liable to him for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether you have not in your possession or under your control money or effects belonging to the defendant.

Witness my hand this 14 day of Jan, 1921

Clerk.

**The State of Alabama,** }  
Baldwin County

## CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas Loxley Produce. Co Inc.

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court  
of said County, against Joe Rybar

for the sum of Nine Hundred Eighty Nine, and 15/100 Dollars and whereas, the said

~~XXXXXX Rybar~~ Loxley Produce Company Inc.

has entered into bond, and made affidavit as required by law that the said Joe Rybar.

is indebted to them in the sum of Nine Hundred Eighty Nine, and 15/100

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such  
judgment as may be recovered by Plaintiff, and that W P Baldwin.

of Robertsdale Ala.

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said W P Baldwin.

to be and appear at the Fall term of the Circuit Court, to

be holden for the County of Baldwin, on 15th July. <sup>41</sup><sub>1921</sub>,  
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or  
at the time of making your answer, or at any time intervening between the time of serving the  
garnishment and making the answer, you were indebted to the defendant, and whether, you  
will not be indebted to him in the future by a contract then existing, and whether by a contract  
then existing, you are liable to him for the delivery of personal property, or for the payment of  
money which may be discharged by the delivery of personal property, or which is payable in  
personal property, and whether you have not in your possession or under your control money or  
effects belonging to the defendant.

Witness my hand this 14th day of June. <sup>41</sup><sub>1921</sub>.

*Rs Duck*

Clerk.

RECORDED

674.

No. ....

Circuit Court of Baldwin County

Loxley Produce Co Inc.

vs. } GARNISHMENT ON SUMMONS

Joe Rybar.

W P Baldwin &

Garnishee.

Issued 14th day of June. 1924

Wm M. Brann

Plaintiff's Attorney

Moore Printing Co. Bay Minette, Ala.

Executed this  
the 14<sup>th</sup> day of  
June 1941 by  
serving a copy  
of the Writ  
Writ of Garnishment  
on W.P. Baldwin

W.P. Stuart  
Shriff

by  
A.P. Smith  
JS

BOND

The State of Alabama, {  
BALDWIN COUNTY.

CIRCUIT COURT.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Loxley Produce Company, Inc. and J. C. Grimes

are held and firmly bound unto Joe Rybar

in the sum of Two Thousand Dollars (\$2,000.00) DOLLARS,

to be paid to the said Joe Rybar, his

heirs, executors, administrators or assigns; for 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, severally and firmly by these Presents.

Sealed with our seals, and dated this 26th day of May 1941

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

Loxley Produce Company, Inc.,

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said

Court, to recover of said Joe Rybar

the sum of Nine Hundred and Eighty Nine Dollars and Fifteen Cents (\$989.15) Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

W. P. Baldwin  
Ex-Officio Association, Robertsdale

summoning them to answer what amount indebted to said Defendant, or what effects of said Defendant

they have in their possession, or under their control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as he may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and Laws of Alabama, and we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

Loxley produce Co Inc (Seal)

By J. C. Grimes (Seal)

J. C. Grimes (Seal)

Approved this 14 day of

A. J. Allegretti  
Clerk.

The State of Alabama, {  
BALDWIN COUNTY.

R. S. Duck

Before me, ~~T. W. RICHMOND~~, Clerk of Circuit Court,

in and for said County, personally appeared J. C. Grimes

who, being duly sworn, doth depose..... and say..... that Joe Rybar is

indebted to Loxley Produce Company, Inc. in the sum of Nine hundred and Eighty Nine Dollars & Fifteen Cents (\$989.15) Dollars,

and that they have commenced on suit by summons and complaint on said indebtedness against the said Joe Rybar

and that ~~Hub Truckers Association~~ W. P. Baldwin

supposed to be indebted to the said Defendant....., or to have effects of the said Defendant....., in their possession, or under their control, and that they believe that process of Garnishment against the said

~~Hub Truckers Association~~ W. P. Baldwin is necessary to obtain satisfaction of said claim; and that the said Hub Truckers Association is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose of vexing or harassing said Defendant....., or other improper motives.

Sworn to and subscribed before me this 10th day of June 1941

Clerk Circuit Court.

116  
RECORDED  
No. ....

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

CIRCUIT COURT

Plaintiff

TO

Defendant

Bond and Affidavit in Garnishment on Summons

Filed this ..... day of

19.....

Clerk

Baldwin Times Print.

149