

HAROLD G. McKEAN,  
Plaintiff

VS  
ED. SHELDON,  
Defendant

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

NO. 692

TO ED SHELDON, Defendant:

Please take notice that in accordance with Title 7, Section 904,  
in the 1940 Code of Alabama, you are required to file in this Court  
within thirty (30) days from the service of this Writ, a statement in  
writing under oath, of all the assets including money, choses in action,  
notes, bonds and accounts, and all other property, real, personal, and  
mixed, or any interest therein, with a detailed description of the same,  
the location, and reasonable value of each item, together with a detailed  
statement of any and all liens encumbrances, or mortgages thereon.

WITNESS my hand and seal this 28th, day of March, 1942.

*R. S. Luck*  
CLERK OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

Defendant is at Ozark, Dale County, Alabama, working on a Gov't camp  
Project, as Carpenter Foreman.

*Cule 693*

Received in Sheriff's Office  
this 26<sup>th</sup> day of March, 1942  
W. R. STUART, Sheriff

Executed this writ by serving  
a copy on the herein named

Ed. Sheldon. Aug. 29, 1942

*J. H. Carter*

D.S.

HAROLD G. MCKEAN,  
Plaintiff

VS

ED SHELDON  
Defendant

Civil 693

*2/12/42*  
*not. app. to local*  
*the my Co.*  
*W. H. Faust*  
*Sheriff - Dale Co*

*At Fairbank*  
*Every Week End*  
*Ed*

CERTIFICATE OF JUDGMENT

The State of Alabama }  
Baldwin County }

Circuit Court, September Term, 1941.

HAROLD MCKEAN, Doing Business as

MCKEAN PAINT & HARDWARE CO.

PLAINTIFF

Vs.

ED. SHELDON

DEFENDANT.

I, R. S. DUCK, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 29th day of September, 19 41,

a Judgment was rendered by said Court in the above stated cause, wherein

HAROLD MCKEAN, Doing Business as MCKEAN PAINT & HARDWARE CO.,

was Plaintiff and ED. SHELDON

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

SIX HUNDRED

DOLLARS,

and for the sum of THIRTEEN and 85/100

DOLLARS,

the costs in said suit and that R. J. DEMEREE

are the Attorneys of record for the Plaintiff in said cause.

Witness my hand this 16th day of April, 19 42

Clerk, Circuit Court, Baldwin County, Alabama.

HAROLD G. McKEAN,  
Plaintiff

vs.

ED SHELDON,  
Defendant

: IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

: AT LAW

: NO. 693

WHEREAS, a judgment has been rendered in the amount of Five Hundred Forty-One Dollars and Seventy-Five Cents (\$541.75) in favor of the above Plaintiff, and,

WHEREAS, the execution on said judgment has been returned by the sheriff of Baldwin County, Alabama, marked "no property found", said return being made on March 18, 1942,

NOW THEREFORE, in accordance with Title 7, Section 904, of the 1940 Code of Alabama, Harold G. McKean hereby files this written motion as the Judgment Creditor in the above styled cause, requiring the Clerk of said Court to issue a notice to the Defendant, requiring said Defendant to file in this Court within thirty days, a statement in writing under oath, of all assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal, and mixed, or any interest therein, with a detailed description of the same, the location, and reasonable value of each item, together with a detailed statement of any and all liens, encumbrances, or mortgages thereon.

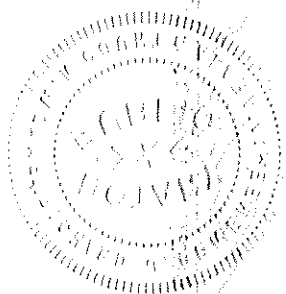
WITNESS my hand and seal as Judgment Creditor above.

Harold G. McKean

Subscribed and sworn to before  
me this 24 day of March 1942.

Richard D. Lawrence  
Notary Public, Baldwin County, Alabama

Defendant is at  
Ozark, Dale County,  
Ala working on a  
govt camp project  
as Carpenter foreman



*Handwritten notes in the top left corner, possibly a list or index.*

*Vertical handwritten text on the left side of the page.*

*Handwritten signature or name in the middle left section.*

*Main body of handwritten text, appearing to be a letter or report, covering the central portion of the page.*

*Handwritten date and signature in the bottom right corner: "Mar 26 1945" and "Radul".*

State of Alabama -  
County of Baldwin -

Before me Floyd Wagner  
personally appeared Richard  
J Deweese who being duly  
sworn both depose &  
say that Ed. Chaldon  
is not in the military  
service of U.S on this  
29<sup>th</sup> day of Sept. 1941

Richard Deweese

Subscribed &  
sworn to before  
me this 29<sup>th</sup>  
day of Sept 1941

Floyd Wagner  
Notary Public

Filed Sept 30<sup>th</sup> 1941  
J. W. Hare  
Judge

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IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

HAROLD G. MCKEAN, doing business as  
McKean Paint & Hardware Company,

Plaintiff,

vs.

ED. SHELDON,

Defendant.

AT LAW

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

COUNT ONE

The plaintiff claims of the defendant \$541.75, for that, on to-wit, April 1, 1940 and at miscellaneous times thereafter until September 30, 1940, plaintiff delivered to the defendant various and sundry building materials used by the defendant in the repair work on the premises of William Ambrecht, at Point Clear, Alabama, and on the premises of Mrs. P. J. Treutell, at Fairhope, Alabama, said goods and chattels being received by the defendant, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO

Plaintiff claims of the defendant, \$541.75, due him by account dated April 22, 1941.

COUNT THREE

The plaintiff claims of the defendant \$541.75 of which part, to-wit, \$408.85, is due by check drawn by the defendant on the 30th day of September, 1940, on the Bank of Fairhope and made payable to the plaintiff, McKean Paint & Hardware Company, and accepted by the plaintiff by his endorsement thereon, which check was returned on October 1, 1940, by the Bank of Fairhope with the notation that the aforesaid check was rejected on account of there being insufficient funds in the account of the defendant to make payment thereon.

COUNT FOUR

The plaintiff claims of the defendant \$541.75, for merchandise, goods, and chattels sold by the plaintiff to the defendant at various times between the dates of April 1, 1940 and September 30, 1940, which sum of money, with the interest



Received in Sheriff's Office  
W. R. STUART, Sheriff  
City of New York, 1941

CIAIT 603

thereon, is still unpaid.

COUNT FIVE

The plaintiff claims of the defendant, \$541.75 damages for breach of agreement entered into by him in that he sold certain goods, wares, and merchandise to the defendant between the dates of April 1, 1940 and September 30, 1940, and the plaintiff says that although he has complied with all of the provisions on his part, the defendant has failed to comply with his promise to make payment of the sum aforesaid, which sum is now due, with the interest thereon, and is still unpaid.

COUNT SIX

The plaintiff claims of the defendant, \$541.75 damages for that on the 30th day of September, 1940, the defendant represented to the plaintiff that he had sufficient funds on deposit with the Bank of Fairhope to make payment of a check in the amount of \$408.85, thereby inducing the plaintiff to sell certain goods, wares and merchandise to the defendant on credit; that said representations were false and were known to the defendant at the time he made them, to be false and were made with the intent to deceive and defraud the plaintiff; that the said E. A. Sheldon, defendant, did not have on deposit with the Bank of Fairhope, in his account, funds sufficient to cover the check that he gave the plaintiff and that he thereby caused the plaintiff to lose the sum claimed aforesaid.

Richard J. Demere  
Attorney for Plaintiff

Received in Sheriff's Office  
this 14 day of Aug, 1941  
W. R. STUART, Sheriff

CIVIL 693

Executed by serving copy of within Summons  
Complaint on

Ed Sheldon

By W. R. Stuart  
Joseph P. Lee

Deputy Sheriff

COUNT FIVE

693

The Plaintiff claims of the defendant, \$241.72 damages for

of April 1, 1940 and September 30, 1940; and the Plaintiff says

that although he has complied with all of the provisions on his

part, the defendant has failed to comply with his promise to

make payment of the sum aforesaid, which and is now due, with

interest on the 30th day of September, 1940; the defendant rep-

resented to the Plaintiff that he had sufficient funds on de-

posit with the Bank of Astor to make payment of a check in

the amount of \$403.82, thereby inducing the Plaintiff to sell

that said representations were false and were known to the defend-

ant at the time he made them; to be false and were made with

the intent to deceive and defraud the Plaintiff; that the said

first to lose the sum claimed aforesaid.

Attorney for Plaintiff  
Edward J. Lawrence

HAROLD G. McKEAN, ET AL.  
PLAINTIFF  
VS.  
ED SHELDON,  
DEFENDANT.

SUMMONS

COUNT SIX

Filed August 4th, 1941

N. S. Duff

\$241.72 damages

& COMPLAINT

CLERK

Sept. \_\_\_\_\_ Term, 1941

R S Duck, Clerk

	\$	Cts.	SHERIFF'S FEES	\$	Cts.
CLERK'S FEES					
For every Summons and complaint.....	\$1.25	1 25	For Levying an Attachment.....	\$3.00	
Each copy thereof.....	30	30	Entering and Returning Attachment.....	25	
Entering a Sheriff's Return.....	20		Summoning Garnishee.....	1.50	
Docketing.....	25	25	Serving Summons on Writ.....	1.50	1 50
Entering Appearance.....	20		Serving Notice Sci. Fa. Notice, etc....	.65	
Filing.....	10	30	Serving Subpoenas.....	65	
Every Order made in Court.....	30	30	Empanelling Jury.....	75	
Copy thereof.....	25		Entering and Returning Execution.....	25	25
Every Trial with or without Jury.....	75	75	Collecting Costs Execution.....	1.50	1 50.
Entering up Judgment or copy thereof..	30	30	Executing a Writ of Possession.....	2.50	
Issuing Execution.....	50	1 00	Taking and Approving Bonds.....	1.00	
Docketing Execution.....	25	50	Commissions.....		
Entering Return on Execution.....	20	40	Sheriff's Commission for Property Sold Under Attachment.....		
Issuing Subpoenas.....	30		Seizing Personal Property on Writ of Detinue.....	3.00	
Administering Oath.....	25				3 25.
Issuing Each Attachment Taking Bond... 1.00			<b>RECAPITULATION</b>		
Filing Attachment.....	10				
Each Summons for Garnishee.....	50				
Each copy.....	50		Clerk's Fees.....	8 85	
Notice to Deft. in Garnishee on Sum- mons and Copy, per 100 words.....	20		Sheriff's Fees.....	3 25.	
Commissions to take Depositions or copy.....	75		Justice's Fees.....		
Order to Execute Writ of Inquiry.....	30		Witness Fees in Justice of Peace Court		
Copy of Interrogators, 15c per hundred words or.....	50		Constable's Fees.....		
Filing each Deposition and endorsing same.....	20		Commissioner's Fees.....		
Final Record, per hundred words.....	15	300	Printer's Fees.....		
Every Certificate.....	50	90	Witness Fees in Circuit Court.....		
Taking Bond not otherwise provided for.....	75		Former Clerk's Fees.....		
Witness Certificate.....	25		Stenographer's Fees.....	5.00	
Continuance.....	10		Trial Tax.....	3.00	3 00
Certificate of Judgment.....	50	50			
Order of Publication.....	1.00				
		8.85			15 10

No. 693. Page

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Harold McKean.

Plaintiff...

vs.

Ed Sheldon.

Defendant ...

Civil Execution for Costs  
Against Plaintiff

Costs - - - - \$ 15 10.

Civil Fee Book Cds Page

Execution Docket Page

Filed May 29th, 1942.

R. S. Duck, Clerk.

Richard J Demeree  
Plaintiff's Attorney

Defendant's Attorney

COLLECTION COSTS FROM

Harold McKean,

The State of Alabama, }  
BALDWIN COUNTY }

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

This day of 194

Clerk.

Received in office 29th

May 1942

W. R. Stuart  
Sheriff

Sheriff's Execution Docket, Page

Sheriff's Fee Book, Page

Returned 3/8/42 by Collecting  
\$15.10 & same  
over to R. S. Duck clerk  
Less my fees. \$3.25  
\$11.85  
W. R. Stuart  
Sheriff

Sheriff

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

By virtue of the within execution, I have at

o'clock, M., this day of 1942 levied