

R. LEON JONES	IN THE CIRCUIT COURT OF
VS.	BALDWIN COUNTY, ALABAMA
J. A. PHILLIPS	AT LAW.
In accordance with	Section 852 of Title 7 of the Code
of Alabama of 1940, I herewit	h annex hereto a copy of the
Baldwin Times, a newspaper of	general circulation and published
at the City of Bay Minette, A	labama, duly marked in its issue
of February 14th 1946	, with part pertinent to you.
Witness my hand and	seal this the <u>19th</u> day
of February , 1946.	
	Clerk of the Circuit Court Baldwin County, Alabama.
•	The state of the s
STATE OF ALABAMA)	
BALDWIN COUNTY)	
I, R.S.Duck	, Clerk of the Circuit
Court of Baldwin County, Alaba	ama, do hereby certify that a copy
of the foregoing notice along	with the February 14th 1946
issue of the Baldwin Times was	s mailed to Mr. J. A. Phillips
at Meridian, Mississippi, by p	postage prepaid.
Witness my hand and	seal this the 19th day
of February , 19 46	
and the second s	Clerk of Circuit Court Baldwin County, Alabama.

PLAINTIFF, IN THE CIRCUIT COURT OF

VS. A BALDWIN COUNTY, ALABAMA.

J. A. PHILLIPS I

TO THE SHERIFF OF BALDWIN COUNTY, ALABAMA:

Whereas, R. Leon Jones has complained on oath to me, R. S. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, that J. A. Phillips, is justly indebted to plaintiff R. Leon Jones in the sum of Three Hundred Eighty Four and 37/100 (\$384.37) DOLLARS, and the plaintiff having made affidavit as required by law in such cases that the defendant is a non-resident of the State of Alabama, and resides at Meridian, Mississippi and having elected to sue out said writ of attachment without the necessity of giving bond, you are hereby commanded to attach so much of the estate of J. A. Phillips, 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 held at the next term of the Circuit Court for the County of Baldwin, State of 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 30 wday of November, 1945.

Clerk Circuit Court

The defendant being a non-resident the plaintiff elects to sue out this attachment without giving bond.

ttorney for Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

I have executed the within writ of attachment by levying on this 3/ day of Navarage, 1946, upon the following real estate in Baldwin County, Alabama, as being the property of the defendant J. A. Phillips, namely:

North Half of Section Five (5), Township Two (2), South, Range Four (4), East.

The said J. A. Phillips, being a non-resident of the State of Alabama, this writ is hereby returned to the Clerk of the Circuit Court in order that notice of this levy may be given the defendant.

Sheriff Baldwin County, Alabama

The State of Alabama

BALDWIN County

CIRCUIT COURT

You are hereby commanded to summon	 	Dintro		

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ppear at the next term of the Circuit Court,	to be held for said	d County, at the pl	acc of holding	the same, then as
to answer the complaint of				
		V		
Witness my hand thisday of	, September	192	41	
		A. I flee	ch	
				Clerk.
	COMPLAIN	VT		
R. LEON JONES		J. A . :	PHILLIPS	·
	vs.	\\		

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The State of Alabama

Baldum County

CIRCUIT COURT

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	vs.		1 mining
Q (v.	Thillys,		
	//.		
			Defendant

Filed in office this 30 and day of System Is Clerk.

Clerk.

Plaintiff's Attorney.

Record Book No. Page.

Defendant lives

Received in office t	his 30th
day of Suft	1941
	R. Stuart
	Sheriff.
Executed this	day of
leaving a copy of the	within Summons and Com-
plaint with	
inquiry the of J.A.Phillips	nt search and 20 defendant J####### not found in my
County. /2//0 W.R.Stuart Baldwin	Sheriff of County
BY Deputy	Shëriff Defendant
	Dejendane
	Sheriff,
	Deputy Sheriff.

The State of Alahama

CIRCUIT COURT

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You are hereby commanded to summon	J. A. PHILLIF	S	

to appear at the next term of the Circuit Court, to			the same, then and
there to answer the complaint of R.	LEON JONES		. 11 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
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Witness my hand this 30 day of	September	19741	
		RS Del	
	***************************************		Clerk.
	COMPLAINT		1
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R. LEON JONES		A . PHILLIPS	
	\ vs.		
Plaintiff			
			Defendant
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no/100 (150:00)		And the second s	
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and payable on 24th day of Nor	7emb er	19240.	th interest thereon,
Which said sum, togethe	er with the in te	rest thereon is	still
due and unpaid.			
2.The plaintiff claims of	the defendant	the further sum	of Forty
(\$40.00) Dollars as a m	resonsble Attorn	ey's fee for br	nging this.
suit on the promissory	note-acctarec-o	n-above, as pro	ncec low in
and by the terms of the	said note.		
3. The plaintiff claims th			
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the defendant waived al	l-rights of exe	mptions under the	le laws of
Alabama as to personal	·neogentureses	instatus collact	tion of the
indebtedness due under-	- seid-note-and-p	leintiff claims	the benefit
of said waiver.	***************************************		
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The State 1	of Alabama
CIRCUIT	COURT
v	Plaintiff
	Defendant
	D COMPLAINT SORY NOTE
	31 day o timber 19 4 / P. S. Secch Clerk.
	Plaintiff's Attorney.
Record Book No Defendant lives	•

Form 2012-Roberts & Son, Printers, Birmingham

Received in office	this
day of	192
	Sheriff.
Executed this	day of
	aay of
	e within Summons and Com-
6. <u>1 </u>	
	Defendant
	Sheriff.
	Sheriji.
	Deputy Sheriff,



STATE OF ALABAMA BALDWIN COUNTY

Before me, R. S. Duck, Circuit Clerk of Baldwin County, Alabama personally appeared Frank G. Horne, who is known to me and known to me to be one of the Attorneys of record for R. Leon Jones in that certain cause now pending in the Circuit Court of Baldwin County, Alabama wherein R. Leon Jones is the plaintiff and J. A. Phillips is the defendant, and who, being by me first duly sworn doth depose and say as follows:

That he is informed and believes and upon such information and belief states that J. A. Phillips is justly indebted to R. Leon Jones in the sum of \$384.37, which said amount is justly due after allowing all just offsets and discounts, and that the said J. A. Phillips is a non-resident of the State of Alabama and resides at Meridian, Mississippi, and his address is J. A. Phillips, Manager of Smith's Bakery, Meridian, Mississippi, and that this attachment is not sued out for the purpose of vexing or harrassing the defendant, or other improper motive.

Sworn to and subscribed before me this 30 > day of November, 1945.

C 3 272

The defendant being a non-resident of the State of Alabama the plaintiff elects to sue out the writ of attachment without giving bond therefor.

Attorney for Plaintiff