

770

STATE OF ALABAMA)
BALDWIN COUNTY}

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. C. Berg to appear within thirty (30) days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of J. A. Pilgrim, doing business as Foley Building Supply Company.

Witness my hand this 22 day of August, 1942.

R. Bluck

Clerk

---cco00ooo---

J. A. PILGRIM, doing business as Foley Building Supply Company,

Plaintiff

vs.

G. C. BERG,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT

1. The Plaintiff claims of the Defendant the sum of THREE HUNDRED FOUR DOLLARS & EIGHTY FOUR CENTS (\$304.84), the balance due on a promissory note made by him on the 9th day of February, 1938, and payable on the 9th day of February, 1939, with the interest thereon.

2. The Plaintiff avers that in, by and as a part of said note, the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including a reasonable attorney's fee and the plaintiff avers that the sum of FIFTY DOLLARS (\$50.00) is such reasonable attorney's fee and the plaintiff claims of the defendant the further and additional sum of FIFTY DOLLARS (\$50.00) as such attorney's fee.

3. The Plaintiff further avers that in, by and as a part of said note, the defendant waived as to said debt all right to exemptions under the Constitution and laws of Alabama, or any other state, as to personal property and the plaintiff now claims the benefit of such waiver.

James H. Thomas
Attorney for Plaintiff

Plaintiff demands a trial by jury.

Received in Sheriff's Office
this 22 day of Aug 1942
W. R. STUART, Sheriff

Presented May 15th 1943

By serving copy of within Summons and
Complaint on

G. C. Berg

W. R. Stuart

By *C. R. Stewart* Sheriff
Deputy Sheriff

Retained
After diligent search and
inquiry the defendant
H. C. Berg, not found in
my country. This is the case
of February 1943.

W. R. Stuart, Sheriff
By Mrs. Hamilton, S. S.

770 RECORDED

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Received in Sheriff's Office
this 11 day of May 1943

W. R. STUART, Sheriff
J. A. PILGRIM, doing busi-
ness as Foley Building Sup-
ply Company,

Plaintiff,

VS.

G. C. BERG,

Foley

Defendant.

COMPLAINT

By *C. R. Stewart*
Deputy Sheriff

Filed July 23 1942

By Mrs. Hamilton

W. R. Stuart

LLOYD A. MAGNEY
ATTORNEY AT LAW
FOLEY, ALABAMA

NOV 2 1943

The jury finds for the Plaintiff and fixes his
damages at \$440.95

C. R. Stewart
Foreman.

STATE OF ALABAMA

IN THE CIRCUIT COURT

BALDWIN COUNTY

LAW SIDE

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

Before me, R. S. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared John Chason who is known to me and who, after being by me first duly and legally sworn, deposes and says that he is the agent and attorney of and for J. A. Pilgrim, doing business as Foley Building and Supply Company, and as such is duly authorized to make this affidavit; that the said J. A. Pilgrim, doing business as Foley Building and Supply Company, as plaintiff, recovered a judgment against G. C. Berg as defendant in the Circuit Court of Baldwin County, Alabama on November 2, 1943 for the sum of \$440.95 debt and \$17.75 cost of court and that said judgment remains wholly unsatisfied and in full force and effect and that said defendant is still due said plaintiff the sum aforesaid together with interest thereon. Affiant further says that Mary Elizabeth Morris and John Sidwell Morris have or are believed to have in their possession or under their control money or effects belonging to the said G. C. Berg or that they are or are believed to be indebted to the defendant G. C. Berg or to be liable to him on a contract for the delivery of personal property or have the ~~payment of money which may be discharged by the delivery of~~ personal property or which is payable in personal property, and that he believes that process of garnishment against the said Mary Elizabeth Morris and John Sidwell Morris is necessary to obtain satisfaction of said judgment. That affiant is informed and believes ^{and} upon such information and belief says that G. C. Berg is a non-resident of the State of Alabama.



Sworn to and subscribed before me this 24th day
of August, 1944.



Clerk of the Circuit Court
of Baldwin County, Alabama

Affidavit in Garnishment
on Judgment

J. A. Pilgrim, doing business
as Foley Building & Supply Co.,

Plaintiff,

VS.

O. C. Berg,

Defendant.

In the Circuit Court

Baldwin County, Alabama

Filed 24th day of

August, 1944.

R. A. Daniel
Clerk

RECORDED

The State of Alabama, {
BALDWIN COUNTY
J A Pilgrim.

CIRCUIT COURT. (LAW)

Oct. 22th 30th Term, 194 4

No. 770 1/2 vs.
G C Berg

BILL OF COSTS

CLERK'S FEES:	AMOUNT	SUMMARY OF FEES, COSTS, AND JUDGMENT	AMOUNT
Fees in Circuit Court—	25	Fees and Costs in Circuit Court:	
Docketing Cause, One Fee only of.....	.25	Clerk's Fees	4 50
Issuing Summ. and Complt., each.....	1.25	Ex-Clerk's Fees	
Issuing Alias or Branch Summons & Complaint, each.....	1.25	Sheriff's Fees	3 00
Making Copies Thereof, Minimum, each.....	.30	Ex-Sheriff's Fees	
Making Copies Thereof, over 200 Words, per 100 words.....	.15	Witness Fees	
Entering Sheriff's Returns, each .....	.20	Commissioner's Fees	
Entering Appearances, each .....	.20	.....
Certifying Affidavits, each .....	.25	Garnishee's Fees	
Issuing Attachments with Bond, each	1.00	Publisher's Fees	
Orders of Publication, each .....	.50	.....
Copy of Same, each .....	.50	Court Reporter's Fees, Per Day or fraction thereof	5.00
Issuing Summ. to Garnishee, each .....	.50	Trial Tax	3.00
Copy of Same, Per 100 Words .....	.15	.....
Swearing Garnishee, Etc., Per 100 words, .15, Minimum .....	.50	.....
Release of Garnishee, each .....	.25	.....
Issuing Scire Facias or Similar Notice, each .....	.75	.....
Copies of Same, Per 100 Words.....	.15	.....
Making Copy of Interrogatories, Per 100 Words, .15; Minimum .....	.50	.....
Commission to Take Depositions, each .....	.75	Fees and Costs in Inferior Court:	
Filing Depositions, Each Pkg., .....	.10	Clerk of Inferior Court Fees	
Endorsing Each Package of Depositions Opened .....	.10	Sheriff's Fees	
Issuing Subpoenas, Each .....	.30	Justice of Peace Fees	
Issuing Witness Certificates, each.....	.25	Constable's Fees	
Entering Continuances, each .....	.10	.....
Filing Papers, each .....	.10	Fees and Costs in Inferior Court	
Other Orders of Court, each .....	.30	Total Fees and Costs	7 50
Trial and Incidents .....	.75	Judgment	
Entering Judgment, each .....	.30	10 Per Cent Damages	
Complete Record, Per 100 Words .....	.15	Interest	
Taking Bonds, each .....	.75	Total Judgment	
Certificate of Appeal .....	.25	Total Fees, Costs and Judgment	
Transcript to Supreme Court, Per 100 Words .....	.15	.....
Additional Copies of Same, Per 100 Words .....	.05	.....
Issuing Executions or Copy Thereof, each .....	.50	.....
Entering Sheriff's Return, Per 100 Words, .15; Minimum .....	.20	.....
.....		Total	
Total Clerk's Fees	4 50		
SHERIFF'S FEES:			
Serving and Returning Summons or Writ, each	1.50		
Levying Attachment, each	3.00		
Entering and Returning Same, each .....	.25		
Seizing Personal Property Under Writ of Detinue	3.00		
Taking and Approving Bonds, each.....	1.00		
Summoning Garnishee and Return, each	1.50		
Serving and Returning Sci. Fa. or Notice, Each	1.50		
Serving and Returning Subpoenas, each .....	.65		
Serving Contempt Attachment, each	1.50		
Impaneling Jury.....	.75		
Collecting Execution for Costs Only, each.....	1.50		
Coms. for Collecting Money on Executions			
Executing Writs of Possession, each.....	5.00		
Making Deed to Real Estate Sold, each,	2.50		
.....			
Total Sheriff's Fees	3 00		

GARNISHMENT ON JUDGMENT

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

TERM, 192...

To Any Sheriff of the State of Alabama—Greeting:

WHEREAS, At a regular Fall Term, 1923, of the Circuit Court of Baldwin County, to-wit: On the 2nd day of November, 1923 being a regular day of said term J. A. Pilegrim, doing business as Foley Building and Supply Company,

recovered judgment against G. C. Berg

for the sum of Four Hundred Forty and 95/100 Dollars, and cost of suit,

and affidavit having been made by John Chason, es. agent and attorney, that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Mary Elizabeth Morris and John Sidwell Morris

has or is believed to have in their possession, or under their control money or effects belonging to said defendant G. C. Berg or that they are is, or is believed to be indebted to said defendant G. C. Berg or to be liable to them, or to one of them on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property.

You are Therefore Hereby Commanded to Summon Mary Elizabeth Morris and John Sidwell Morris

to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in the City of Bay Minette, on the Fourth Monday in September A. D. 1924 then and there within the three first days of the term, to answer on oath, whether at the time of the service of the garnishment, or at the time making their answer, or at any time intervening the time of serving the garnishment and making the answer they were was indebted to said defendant G. C. Berg and whether they will not be indebted in future to said defendant G. C. Berg by a contract then existing, and whether by a contract then existing they is, or are, liable to said defendants 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 they have has not in their possession or under their control money or effects belonging to the defendant G. C. Berg.

Herein fail not, and have you then and there this Writ.

Witness, R. S. DUCK Clerk of said Court, this 24th

day of August A. D. 1924.

Issued 24th day of August A. D. 1924.

ATTEST:

R. S. Duck Clerk.

*I have executed
this writ by handing
a copy to each
Mary Elizabeth Morris
and John Edward Morris
this the 28th day of Aug 1944
W.R. Stewart - Sheriff
By John R Davis*

RECORDED

Circuit Court, Baldwin County

No. 770 1/2

J. A. Pilgrim, doing business
as Foley Building & Supply Co.

Plaintiff,

VS. } GARNISHMENT ON JUDGMENT

C. C. Berg, Defendant

Issued..... day of..... 192

Returnable..... day of..... 192

FILED August 24, 1944.

W. R. Stewart
Clerk

Attorney.

Gill Ptg. Co., Mobile

J. A. PILGRIM, DOING BUSINESS
AS FOLEY BUILDING AND SUPPLY
COMPANY,

Plaintiff,

VS.

G. C. BERG,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

MARY ELIZABETH MORRIS AND
JOHN SIDWELL MORRIS,

Garnishees.

ANSWER OF GARNISHEES.

Now come Mary Elizabeth Morris and John Sidwell Morris, Garnishees in the above styled cause who after being duly sworn depose and say that at the time of the service of said Writ of Garnishment in said cause they were indebted to the said G. C. Berg and at this time they are indebted to the said G. C. Berg in the sum of \$ 475 ^{to the best of my ability to figure}; that said indebtedness is evidenced by a promissory note executed by them to the said G. C. Berg, which note was originally for \$800.00; that they purchased certain property from G. C. Berg and he retained a Vendor's Lien on said property to secure the unpaid part of the purchase price, which debt is still partially unpaid; that said Deed with Vendor's Lien is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 77 page 390.

Having fully answered said Garnishment the said Garnishees await the further decree of this Court in said matter.

John Sidwell Morris
Mary Elizabeth Morris

Sworn to and subscribed before
me, a Notary Public, on this
the 20 day of September, 1944.

Wanda J. [Signature]
Notary Public, Baldwin County,
Alabama.

My Commission Expires Sept. 10, 1947

RECORDED

2004 Sept 22 1444
Revised
Good

DUCK
Club, W. Jones

Answer of Howell

all

<div> <div>\$ 405.00</div> <div>5.95</div> <div>399.05</div> <div>5.00</div> <div>394.05</div> <div>7.50</div> <div>386.55</div> <div>4.00</div> <div>382.55</div> <div>2.00</div> <div>380.55</div> <div>1.50</div> <div>379.05</div> <div>3.00</div> <div>376.05</div> <div>5.92</div> <div>370.13</div> <div>3.50</div> <div>367.53</div> <div>2.50</div> <div>365.03</div> <div>877.15</div> </div>	<div> <div>\$ 405.00</div> <div>FOLEY, ALA. 2/9 1938</div> <div>Twelve Months after date, without grace, 2 promise to pay to</div> <div>the order of Foley Bldg Supply Co</div> <div>Four Hundred and Five ²⁵/₁₀₀ Dollars</div> <div>for value received, with interest at 8 per cent per annum from date</div> <div>until paid.</div> <div>Payable at FARMERS AND MERCHANTS BANK, FOLEY, ALA.</div> <div> <p>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, or any renewal thereof all right, to exemption under, the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and 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, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply and to receive any money or funds of the maker, or any funds of said bank belonging to the maker, surety or guarantor, or any of them.</p> <div> <div>April 16th 1938</div> <div>G. O. Berg</div> </div> </div> <div>Due 2-9-1939</div> </div>
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Foley

(860 paid)

The endorser of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The said Farmers & Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

Foley Building Supply Co.

By:

J. H. Leggett

ENDORSEMENT ON PRINCIPAL		BALANCE DUE ON	
			PRINCIPAL
April 11, 1938	\$ 5.95		\$ 399.05
April 25, 1938	\$ 5.00		\$ 394.05
June 10, 1938	\$ 4.00		\$ 390.05
June 13, 1938	\$ 7.50		\$ 382.55
June 14, 1938	\$ 2.00		\$ 380.55
June 16, 1938	\$ 1.50		\$ 379.05
APR 11 1938 Interest \$ 4.05 paid to APR 11th. 1938, FFS:			

ENDORSEMENT ON PRINCIPAL		BALANCE DUE ON	
			PRINCIPAL
June 22, 1938	\$ 3.00		\$ 376.05
July 11, 1938	\$ 5.92		\$ 370.13
July 12, 1938	\$ 2.50		\$ 367.63
July 25, 1938	\$ 2.50		\$ 365.13
Feb'y 27, 1939	\$ 30.00		\$ 335.13
April 29, 1939	\$ 10.75		\$ 324.38
JUL 8 - 1938 Paid on Interest \$ 5.00 FFS			
JULY 17, 1938 Interest .33¢ paid to July 11th. 1938			
DEC 2 - 1938 Paid on Interest \$ 4.05 FFS			

38332 8/1/39 8/1/39 Paid 78.48 }
1000.00 8.72 }
1000.00

