

827
E. A. CRAMER

ATTORNEY AT LAW
FAIRHOPE, ALABAMA

Mrs. Alice J. Duck
Circuit Court
Bay Minette, Alabama.

Re: Arthur F. Gaston vs Walter Mitchell, Jr.
No. 827, Circuit Court, Baldwin County

Dear Mrs. Duck:

Will you please note in the above matter that judgment has been
satisfied and mark the Court record accordingly ?

EAC:gw

Sincerely yours,



E. A. Cramer
Attorney for Arthur F. Gaston.

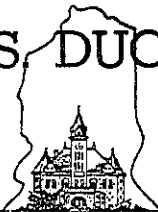
This is to acknowledge that judgment in the matter of
Arthur F. Gaston vs Walter Mitchell, Jr., No. 827 of
the Circuit Court of Baldwin County, Alabama, has been
satisfied.

G. F. Gaston
Plaintiff.

R. S. DUCK

Register and
Clerk

Of The
Circuit Court



BALDWIN COUNTY

BAY MINETTE, ALA.

Oct. 13, 1943

Judge F. W. Hare
Monroeville, Ala.

Ref: Gaston vs Mitchell

Dear Judge:

In this morning's mail I received a letter from Mr. Cramer asking that judgment be entered in the above style cause leaving out the attorney's fee. His letter is enclosed herewith.

With kindest regards, I am

Yours truly,

R. S. Duck
R. S. Duck, Register

RSD:m

Enc.

E. CRAMER
ATTORNEY AT LAW

FAIRHOPE, ALA.

October 12th 1943.

Honorable Robert S. Duck
Circuit Court
Bay Minette, Alabama. Re: Gaston vs Mitchell

Dear Bob:

After discussing the enclosed letter from Judge Hare with the Plaintiff in the above titled action, we have decided not to press the matter of attorney's fees and will be satisfied to take judgment of \$2097.28 which includes principal and interest on note. Will you, therefore, please re-submit the file for judgment accordingly.

EC:G Encl.

Best wishes.

Nick

TWENTY-FIRST JUDICIAL CIRCUIT
OF ALABAMA
F. W. HARE, JUDGE
R. L. JONES, CIRCUIT SOLICITOR
LOUISE JOHNSON, COURT REPORTER
MONROEVILLE, ALABAMA

October 14, 1943.

Mr. R. S. Duck,
Bay Minette, Alabama.

Dear Bob:-

I am returning the docket sheet with judgment in the case of Gaston vs. Mitchell, in accordance with the letter of Mr. Cramer on file.

I am retaining the file of the McConico minors until I can hear further from Mr. Rickarby.

With regards, I am

Your friend,



F. W. HARE

\$1856⁰⁰

FAIRHOPE, ALA.

July 18

1940

On Blue and

AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF

A. Z. Gaston

One Thousand Eight Hundred Fifty-Six ¹⁰⁰/₁₀₀

DOLLARS

FOR VALUE RECEIVED. PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

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 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, 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 on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them

ATTEST

Walter Whitebecker

(L. S.)

(L. S.)

State of Alabama
Baldwin County

No. 827, Circuit Court

Arthur F. Gaston, Plaintiff

vs

Walter Mitchell, Jr., Defendant

Motion for Default and
Affidavit

To the Honorable F. W. Hare, Judge;
Comes Arthur F. Gaston, Plaintiff in the above titled cause
and respectfully shows unto Your Honor:

1. The Bill of Complaint and Summons in the above action was served upon the defendant, Walter Mitchell, Jr., by personal service on August 13th 1943.
2. More than thirty days have elapsed since the completion of service upon said defendant but defendant has failed to answer, demur or otherwise plead to said Bill.
3. The promissory note which is the subject matter of this suit is submitted herewith.

Wherefore, Your Plaintiff hereby moves that JUDGMENT BY DEFAULT WITH WAIVER OF EXEMPTIONS be ordered and entered against said defendant, Walter Mitchell, Jr..

E. Cramer

Solicitor for Plaintiff.

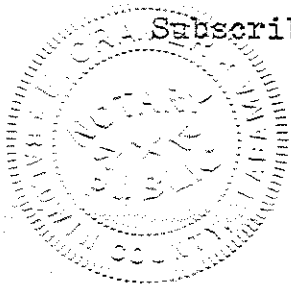
State of Alabama, Baldwin County, ss,
Personally appeared Arthur F. Gaston, who, being duly sworn,
doth depose and says that the defendant, Walter Mitchell, Jr.,
is NOT A MEMBER OF THE ARMED FORCES OF THE UNITED STATES.

Arthur F. Gaston

Subscribed and sworn to this 20th day of September, 1943, before me.

E. Cramer

Notary Public, Baldwin County
Alabama.



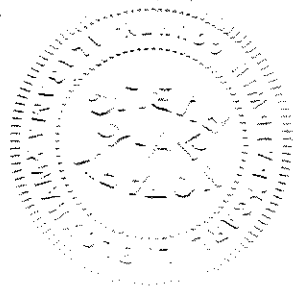
State of Alabama
Baldwin County

Personally appeared Elliott G. Rickarby, who, being duly sworn, doth depose and says; That he has been a practicing attorney in Baldwin County, Alabama, for 43 years; That, as such, he is familiar with standard charges for professional legal services; That a fair charge for the prosecution of suit based upon promissory note is 15% of the amount sought; That he is familiar with the suit entitled Arthur F. Gaston vs Walter Mitchell, Jr. and considers that said charge of 15% would be a reasonable charge to be allowed the attorney who prosecutes said action.

Elliott G. Rickarby

Subscribed and sworn to this 20th day of September, 1943, before me.

Carl L. Blodham
Notary Public, Baldwin
County, Alabama.



RECORDED

827

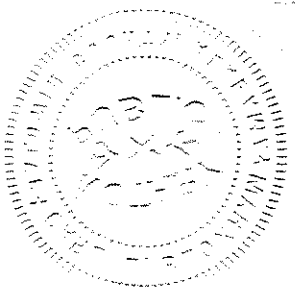
Subd 1231943
Dover

RECORDED

MOTION FOR DEFAULT
JUDGEMENT

AFFIDAVIT - MILITARY SERVICE

NOTE



SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

No. _____

CIRCUIT COURT BALDWIN COUNTY

_____ TERM, 194_____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Walter Mitchell, Jr.

to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against
said Walter Mitchell, Jr., Defendant_____

by Arthur F. Gaston

Plaintiff_____

Witness my hand this 11th day of August 1943

F. S. Duck Clerk.

No. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS AND COMPLAINT

Filed 8-11 1943

F. S. Luck Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co., Bay Minette, Ala.

Defendant lives at

8/13/43

RECEIVED IN OFFICE

8/13

1943

W. H. Holcombe Sheriff

I have executed this summons

this 8/13 1943
by leaving a copy with

Walter Mitchell Jr.

W. H. Holcombe Sheriff

Mose Bernstein Deputy Sheriff

State of Alabama

Circuit Court Baldwin County

Baldwin County

ARTHUR F. GASTON)
Plaintiff)

vs

(WALTER MITCHELL, JR.
(Defendant

The Plaintiff claims of the Defendant, the sum of Two Thousand One Hundred (2100) Dollars by reason of a "Demand" note made July 18th 1940 by Defendant to the order of Plaintiff in the amount of \$1856.00 which note remains totally unpaid to this date despite demand made by Plaintiff beginning July 18th 1941 from which date Defendant has continued to neglect and refuse to pay same or any part thereof. Said note is under seal and has, as one of its terms, "that the maker waives all rights to exemption under the law of Alabama or of any other state."

Arthur F. Gaston
Plaintiff

E. Cramer
Attorney for Plaintiff.

021 Enck Bldg

16 23

RECORDED

Original

Arthur F. Gaston

vs

X13

Walter Mitchell, Jr.

Working for Rice Printing

Co 17 North Water St

Ind 8-18-1911

Ad 8-11-13

R.S. Duck

GARNISHMENT ON JUDGMENT

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

April. TERM, 1924

To Any Sheriff of the State of Alabama—Greeting:

WHEREAS, At a regular October. Term, 1923, of the Circuit Court of Baldwin County, to-wit: On the 14th day of October, 1923, being a regular day of said term. Arthur F Gaston.

recovered judgment against Walter Mitchell Jr.

for the sum of Two Thousand Ninty Seven and 28/100 (\$2097.28 Dollars, and cost of suit, and affidavit having been made by Arthur F Gaston, that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Frank R. Wade. of Mobile Ala.

has or is believed to have in his possession, or under his control money or effects belonging to said defendant or that he is, or is believed to be indebted to said defendant 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

Frank R. Wade.

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 Monday in 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 his answer, or at any time intervening the time of serving the garnishment and making the answer he was indebted to said defendant and whether he will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing 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 he has not in his possession or under his control money or effects belonging to the defendant Walter Mitchell Jr.

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

R S Duck.

Witness, P. W. ROBERTSON, Clerk of said Court, this 14th

day of April. A. D. 1924

Issued 14th day of April. A. D. 1924

ATTEST:

R S Duck Clerk.

W. H. HOLCOMBE, Sheriff
Mobile, Ala.

BY SERVICE ON

Frank R. Webb
Day of April 1944
17
18
I served a copy of this writ on

Circuit Court, Baldwin County

No. 827½

Arthur F Gaston.

VS. } GARNISHMENT ON JUDGMENT

Walter Mitchell Jr.

Issued 14th day of April 1944.

Returnable day of 192

E A Cramer.

Attorney.

Gill Ptg. Co., Mobile

4-17-44

The State of Alabama,
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA,—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON W. B. Burmeister

at the instance of the State of Alabama, if he should be found in your County, personally
to be and appear before the Circuit Court of Baldwin County at the present term thereof, to be holden at the Court
House in Bay Minette, Ala., to wit: on the 11th, day of April, 19 44
at _____, and to bring with him and produce at the time and place aforesaid, to be used as evidence

(here describe it),

Check for \$199.32 drawn by the firm of Hartung and Burmeister
on the State Bank of Elberta payable to Baldwin Mutual Insurance
Company

and then and there testify and the truth to speak concerning all and singular those things of which he may have knowl-
edge, or the said instrument of writing doth import of, and concerning, and concerning a certain suit now pending and
undetermined in said Court, wherein State of Alabama Plaintiff
and Louis Lacy Defendant.

And this he shall in nowise omit, under penalties of what the law directs, and shall have you, then and there this writ
with your endorsement thereon in what manner you have executed same.

Witness my hand, this 7th day of April, 19 44.

R. S. Luck

Clerk.

Executed Apr. 8th 1924
by serving copy of within Summons and
~~Complaint~~ on

W. B. Bunn

W. S. Swain Sheriff

By J. M. Swain of all Deputy Sheriff

No. _____

THE STATE OF ALABAMA
Baldwin County

Plaintiff

VS. SUBPOENA DECUS TECUM

Defendant.

CIRCUIT COURT

WITNESSES:

SET FOR TRIAL

day of _____ 1924

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 October Term, 1943, of the Circuit Court of Baldwin County,
to-wit: On the 14th day of October, 1943, being a regular day of
said term, Arthur F. Gaston

recovered judgment against Walter Mitchell Jr.

for the sum of Two Thousand Ninety Seven and 28/100 (\$2097.28) Dollars, and cost of suit,

and affidavit having been made by Arthur F. Gaston
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Frank R. Wade, of Mobile, Alabama

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant or that he is, or
is believed to be indebted to said defendant 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 dis-
charged by the delivery of personal property or which is payable in personal property.

You are Therefore Hereby Commanded to Summon Frank R. Wade

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 Monday in A. D. 192
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 his answer, or at any time intervening the time of serving
the garnishment and making the answer he was indebted to said defendant
Walter Mitchell, Jr. and whether he will not be indebted in future to said de-
fendant Walter Mitchell, Jr. By a contract then existing, and whether by a contract then existing he
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
he has not in his possession or under his control money or
effects belonging to the defendant Walter Mitchell, Jr.

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

Witness, Robert S. Duck
E. W. RICHMOND, Clerk of said Court, this 14th

day of April A. D. 1944.

Issued April 14 day of April A. D. 1944

ATTEST:

Robert S. Duck Clerk.

STATE OF ALABAMA, Baldwin COUNTY

IN THE CIRCUIT COURT

Term, 19

Arthur F. Gaston

Plaintiff.

Versus

Walter Mitchell, Jr.

Defendant.

Frank R. Wade, of Mobile, Alabama

Garnishee.

To Walter Mitchell, Jr.

You will take notice that affidavit having been made in the above stated cause, that

Frank R. Wade

is supposed to be indebted to the said defendant Walter Mitchell, Jr.

or have effects of the said Walter Mitchell, Jr. in his

possession or under his control and that Plaintiff believe s that process of gar-

nishment is necessary against said Walter Mitchell, Jr. to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said

Frank R. Wade

commanding him to be and appear before

the Circuit Court to be holden for Baldwin County, Alabama, and within thirty days

after service thereof, then and there to answer on oath what he indebted to said

Walter Mitchell, Jr.

at the time of service of this Writ of Garnishment.

or at the time of making his answer, and whether he will not be indebted

in future to defendant by a contract then existing, and whether he have not in

his possession or under his control personal or real property or things in action be-

longing to defendant Walter Mitchell, Jr.

Witness my hand this the day of, 1944

Clerk.

ARTHUR F. GASTON,
Complainant,
Vs.
WALTER MITCHELL, JR.,
Defendant.
Frank R. Wade,
Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

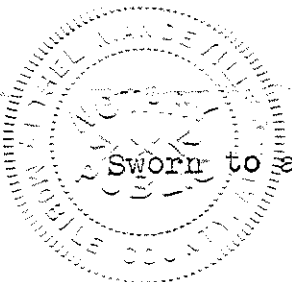
Personally appeared before me, Ethel Mandeville, a Notary Public in and for Mobile County, Alabama, Frank R. Wade, who, on oath, answers to the Writ of Garnishment issued in this cause and served on him, the Garnishee, and says that he is duly authorized to make this answer, that he has knowledge of the facts stated herein, that said Garnishee was not indebted to the said Defendant, Walter Mitchell, Jr. at the time of the service of the garnishment in this cause, nor at the time of making this answer, ~~nor at any time intervening the time of service of said garnishment~~ and the making of this answer, and that he will not be indebted in the future to said Defendant by a contract existing during any of said time, and that he is not, by a contract existing during any of said time, liable to said Defendant 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 that he has not in his possession or under his control any money or effects belonging to said Defendant, Walter Mitchell, Jr.

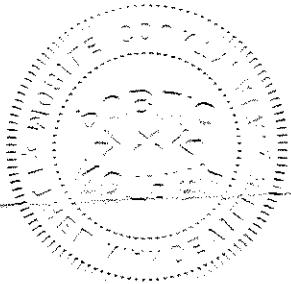
Frank R. Wade

Sworn to and subscribed before me this 10th day of May, 1944.

Ethel Mandeville
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

My Commission Expires Oct. 21, 1945





87312

RECORDS

Ames d-

Samuel

Gasta

metshill

10/19/44
for [unclear]
[unclear]

(ces)

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT

E. Cramer, a Notary Public

Personally appeared before me, ~~T. W. RICHMOND, Clerk of the Circuit Court~~, in and for Baldwin County and

State aforesaid, Arthur F. Gaston

who being duly sworn, on oath says, that a regular October, 1943 Term

of the Circuit Court of Baldwin County, to-wit: on the 14th day of October

~~Nov 1943~~, said Arthur F. Gaston

recovered a judgment against Walter Mitchell, Jr.

for the sum of

Two Thousand Ninety Seven and 28/100 (\$2097.28)

Dollars,

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

Frank R. Wade (Mobile, Alabama)

supposed to be indebted to or have effects of the said Walter Mitchell Jr.

in his possession, or under his control, and that he believes process of

Garnishment against said Frank R. Wade

is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 12th

day of April A. D. 19 44

Blanchard
Notary Public, Baldwin County, Ala. ~~Clerk~~

Arthur F. Gaston

RECORDED

No.

829 $\frac{1}{2}$

CIRCUIT COURT

VS.

AFFIDAVIT

Filed in Office,

19__

Clerk.