LAW OFFICE OF

FOREST A. GERISTIAN FOLEY, ALABAMA

October 25, 1948

Mrs. Alice J. Duck Clerk of Court Bay Minette, Alabama

> Re: J. A. Pilgrim vs: D. W. Ewing Clyde Ewing

Dear Mrs. Duck:

Enclosed are the affidavits in the cases mentioned above, which should enable us to obtain judgment in these two cases. I believe there are Motions for Judgment by Default in these cases already on file.

Yours very truly,

Enclosures - 2

AFFIDAVIT OF J. A. PILGRIM

THE STATE OF ALABAMA,
BAIDWIN COUNTY.

J. A. Pilgrim, first being duly sworn, deposes and says as follows:

My name is J. A. Pilgrim, I am the Plaintiff in the case of J. A. Pilgrim vs. D. W. Ewing. Mr. Ewing gave me a promissory note in the amount of \$81.16, on April 19, 1945, due and payable on the 1st day of July, 1946, with interest at the rate of 6% per amnum, from date until paid, and that there remains unpaid on said note, the sum of \$59.56, and the interest has been paid until September 1, 1948.

This was a waived note and provided for reasonable attorney's fees.

J. A. Pilgrim

Sworm to and subscribed before me this the /5 day of September, 1948.

My commission expires: 12/27/49

Forest A. Christian, Notary Public,

Baldwin County, Alabama

AFFIDAVIT OF FOREST A. CHRISTIAN

THE STATE OF ALABAMA

1

BALDWIN COUNTY.

Forest A. Christian, first being duly sworn, deposes and says as follows:

That he is a duly licensed attorney practicing law at Foley, Alabama; that he knows the reasonable fee to be charged for legal services by members of the Bar of the State of Alabama and more especially Baldwin County in said State; that J. A. Pilgrim has employed him to collect a debt owed by D. W. Ewing on a promissory note, in which the Defendant agreed to pay all costs of collecting or attempting to collect, including a reasonable attorney's fee, whether incurred with or without suit; and that he believes that \$25.00 is a reasonable fee in this matter.

Forest & Christian

Sworn to and subscribed to before me this the 22 day of September, 1948.

My commission expires:

3-25-19

Notary Public, BaldwinCounty, Alabama

J. A. PIIGRIM.

Plaint iff

IN THE CERCUIT COURT OF
ALDVIN COUNTY, ALAT

BALDWIN COUNTY, ALABAMA

AT LAW

OCT 26 1948 ALICE J. DUCK, Clerk

MOTION FOR JUDGMENT BY DEFAULT

J. A.	PILGRIM, Plaintiff	IN THE CIRCUIT COURT OF
	Vs.	BALDWIN COUNTY, ALABAMA
CLYDE	A. EWING,) AT LAW

Comes the Plaintiff by his attorney and moves the Court to render Judgment by Default against the Defendant in the total amount of ONE HUNDRED SEVENTY TWO & 97/100 DOLLARS (\$172.97), which includes attorney's fees and interest to date (the Defendant having made several payments since suit was filed).

TO THE SERVICE STATE OF

Forest A. Christian, Foley, Alabama Attorney for Plaintiff

MOTION FOR JUDGMENT BY DEFAULT

J. A.. PILGRIM, Plaintiff

V8•

CLYDE A. EWING, Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

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AFFIDAVIT OF J. A. PILGRIM

THE STATE OF ALABAMA,)
BALDWIN COUNTY.

J. A. Pilgrim, first being duly sworn, deposes and says as follows:

My name is J. A. Pilgrim, I am the Plaintiff in the case of J. A. Pilgrim vs. Clyde A. Ewing. Mr. Ewing gave me a promissory note in the amount of \$167.97, on April 19, 1945, due and payable the 1st day of September, 1946, with interest at the rate of 6% per amoum, from date until paid, and that there remains unpaid on said note, the sum of \$137.97, and the interest has been paid until September 15, 1948.

This was a waived note and provided for reasonable attorney's fees.

J. A. Pilgrim

Sworn to and subscribed before me on this the 15 day of September, 1948.

My commission expires: 12/27/49

Forest A. Christian, Notary Public Balowin County, Alabama

AFFIDAVIT OF FOREST A. CHRISTIAN

THE STATE OF ALABAMA.

BALDWIN COUNTY.

Forest A. Christian, first being duly sworn, deposes and says as follows:

That he is a duly licensed attorney practicing law at Foley, Alabama; that he knows the reasonable fee to be charged for legal services by members of the Bar of the State of Alabama and more especially Baldwin County in said State; that J. A. Pilgrim has employed him to collect a debt owed by Clyde A. Ewing on a promissory note, in which the Defendant agreed to pay all costs of collecting or attempting to collect, including a reasonable attorney's fee, whether incurred with or without suit; and that he believes that \$30.00 is a reasonable fee in this matter.

My Melle 1847 Forest A. Christian

Sworn to and subscribed before me this the 22 may of September, 1948.

My commission expires:

3-25-49

Notary Public, Baldwin County, Alabama

Plaintiff

THE REPORT OF THE PROPERTY OF

Defendant

IN THE CIRCUIT COURT OF

BAIDWIN COUNTY, CALABAMA

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SUMMONS & COMPLAINT

STATE OF ALABAMA:

BALDWIN COUNTY:

IN THE CIRCUIT COURT OF BALDWIN COUNTY
ALABAMA

TO ANY SHERIFF OF THE STATE OF ALARAMA: You are hereby commanded to summon CLYDE A. EWING, 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 CLYDE A. EWING, by Mrs J.A. Pilgrim of Elberta, Alabama.

Witness my hand this the <u>30</u> day of December, 1947.

- alice I reuch

Z.A. PILGRIM

Plaintiff

rs...

CLYDE A. EWING
Defendant

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

COMPLAINT

The Plaintiff claims of the Defendant \$167.97, due by promissory note made by him on the 19th day of April, 1945, and payable on the 1st day of September, 1946, with interest thereon at the rate of 6% per annum, from date until paid. The Plaintiff acknowledges the payment of the sum of \$10.00, on the 28th day of April, 1945, which has been applied to the interest.

The Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant, waived his right to payment of this debt, all rights of exemption under the Constitution and Laws of the State of Alabama, or any other state in the United States and agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff claims the sum of \$30.00, as such attorney's fee.

Forest A Christian

Foley, Alabama

Attorney for Plaintiff

The Defendant lives at Gasque, Alabama.

Deputy Sheriff

Received in Sheriff's Office this 30 day of Dec, 1947 TAYLOR WILKINS, Sheriff

by serving copy of within Summons and Complainton

Agelo A. Eurry

Agelo William Short

1129 RECORDED

SUMMONS & COMPLAINT

J.A. PIIGRIM
Plaintiff

-VS-

CLYDE A. EVING Defendant

FILED DEC 30 194

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LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA