

874

STATE OF ALABAMA

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. G. McKibbon, to appear within thirty 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. E. Still, operating and doing business as J. E. Still Motor Company.

Witness my hand this the 14th day of July, 1944.

R. D. Duck
CLERK

J. E. STILL, OPERATING AND
DOING BUSINESS AS J. E. STILL
MOTOR COMPANY,

PLAINTIFF

VS

W. G. MCKIBBON,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

ONE.

The Plaintiff complains of the Defendant \$150.00 due by Promissory Waive Note drawn by him on the 12th day of June 1940, for the payment of \$150.00 to Canterbury Motor Company, Inc., six months after date, and by Canterbury Motor Company, Inc. transferred to the Plaintiff together with interest from date at the rate of 8% per annum. That said note is now the property of the Plaintiff. That said note with the interest therein is due and unpaid.

Two.

The Plaintiff claims of the Defendant \$172.98 due by Promissory Waive Note executed by the Defendant on the 31st day of August, 1940, for the payment of \$172.98 to Baldwin County Motors, Inc., and by the said Baldwin County Motors, Inc. transferred to the Plaintiff; that Plaintiff is now the owner of said note, and that said note with the interest thereon is due and unpaid.

THREE

The Plaintiff alleges that the Defendant in and as a part of the said notes herein above described, waived all right of exemption under the constitution and laws of Alabama, as to personal property, and agreed to ~~pay all the costs of collection or securing, or attempting to collect said~~ notes including a reasonable attorney's fee.

The Plaintiff claims of the Defendant the sum of \$75.00 as a reasonable attorney's fee.

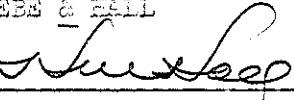
FOUR

The Plaintiff claims of the Defendant \$365.94 due from him by account stated between the Plaintiff and Defendant on the first day of January, 1944, which sum of money with the interest thereon is due and unpaid.

FIVE

The Plaintiff claims of the Defendant the further sum of \$15.61, due from him by account stated between Plaintiff and Defendant on the 31st day of August, 1942, which sum of money with the interest thereon is due and unpaid.

BEEBE & HALL

BY 

Attorneys for the Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS that we, J. E. Still as Principal
~~and the undersigned as sureties, are held and firmly bound unto W. G. McKibbin~~
in the sum of \$1400 to be paid to the said W. G. McKibbin his heirs, executors
administrators or assigns for which payment well and truly to be made we jointly
and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this 14 day of July, 1944.

The condition of the above obligation is such that whereas the above
bound J. E. Still operating and doing business as J. E. Still Motor Company has
this day prayed for the obtaining an attachment against the said W. G. McKibbin
for the sum of \$661.57 returnable to the Circuit Court of Baldwin County, Alabama
as required by law.

Now as the said J. E. Still operating and doing business as J. E. Still
Motor Company should prosecute said attachment to effect and pay the said Defendant
all such damages as he may sustain from the wrongfull or vexatious suing out of
such attachment, then this obligation to be void, otherwise to remain in full force
and effect.

J. E. Still SEAL
E. Byrne SEAL
 SEAL

Taken and approved this 14 day of July, 1944.

R. L. Luck
Clerk

STATE OF ALABAMA

BALDWIN COUNTY

Before me the undersigned authority, appeared J. E. Still, who being duly sworn deposes and says that W. C. McKibbon is justly indebted to J. E. Still Operating and doing business as J. E. Still Motor Company in the sum of \$661.57, and that the said W. C. McKibbon is about to move out of the State of Alabama; and that this attachment is not set out for the purpose of vexation or harassing the said W. C. McKibbon.

J. E. Still

Sworn to and subscribed before

me this the 14 day of July, 1944.

Shirley

NOTARY PUBLIC, BALDWIN COUNTY, ALA.

W. C. BEEBE
H. M. HALL

BEEBE & HALL
LAWYERS
BAY MINETTE, ALABAMA

July 19, 1944

Mr. W. R. Stuart, Sheriff
Bay Minette, Alabama

Dear Mr. Stuart:

We have concluded a temporary arrangement in the case of Still
vs McKibbin. This is your authority for releasing the automobile
attached, to Mr. McKibbin.

BEEBE & HALL

BY: *[Signature]*

BME/hmc

ATTACHMENT.

The State of Alabama,
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, J E Still operating and doing business as

J. E Still Motor Company

hath complained on oath to me, ROBERT S. DUCK, Clerk of Circuit Court of Baldwin County, Ala.,

that W.G McKibbon.

is justly indebted to the Plaintiff J E Still operating and doing business as

J. E Still Motor Company.

in the sum of Six hundred sixty one and 57/100 Dollars, and

J E Still.

having made affidavit and given bond

as required by law, in such cases, you are hereby commanded to attach so much of the estate of

W.G. McKibbon.

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said

County, on 4th Monday of September. 1934

next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 14th day of July, A. D. 1934



Clerk.

No. 874.

ATTACHMENT

J.E STILL operating and
doing business as J.E Still
Motor company.

Vs. { ATTACHMENT

W.G. McKibbin.

Issued July. 14th 1944, 193

MOORE PRINTING CO.,