

The State of Alabama, {
BALDWIN COUNTY

CIRCUIT COURT. (LAW)

July 30th Term, 1946

Arthur F. Stenzel
No. 968 vs.
John M. Mayo.

BILL OF COSTS

CLERK'S FEES:	AMOUNT	SUMMARY OF FEES, COSTS, AND JUDGMENT	AMOUNT
Fees in Circuit Court—		Fees and Costs in Circuit Court:	
Docketing Cause, One Fee only of.....	25	Clerk's Fees	7 90
Issuing Summ. and Complt., each.....	1 25	Ex-Clerk's Fees	
Issuing Alias or Branch Summons & Complaint, each.....		Sheriff's Fees	4 75
Making Copies Thereof, Minimum, each.....	30	Ex-Sheriff's Fees	
Making Copies Thereof, over 200 Words, per 100 words.....		Witness Fees	
Entering Sheriff's Returns, each	20	Commissioner's Fees	
Entering Appearances, each	20	.....	
Certifying Affidavits, each		Garnishee's Fees	
Issuing Attachments with Bond, each	1 00	Publisher's Fees	
Orders of Publication, each .....		.....	
Copy of Same, each		Court Reporter's Fees, Per Day or fraction thereof	5.00
Issuing Summ. to Garnishee, each		Trial Tax	3 00
Copy of Same, Per 100 Words .....		.....	
Swearing Garnishee, Etc., Per 100 words, .15, Minimum .....		.....	
Release of Garnishee, each .....		.....	
Issuing Scire Facias or Similar Notice, each .....		.....	
Copies of Same, Per 100 Words.....		.....	
Making Copy of Interrogatories, Per 100 Words, .15; Minimum .....		.....	
Commission to Take Depositions, each		Fees and Costs in Inferior Court:	
Filing Depositions, Each Pkg.,		Clerk of Inferior Court Fees	
Endorsing Each Package of Depositions Opened		Sheriff's Fees	
Issuing Subpoenas, Each		Justice of Peace Fees	
Issuing Witness Certificates, each.....		Constable's Fees	
Entering Continuances, each .....		.....	
Filing Papers, each	40	Fees and Costs in Inferior Court	
Other Orders of Court, each		Total Fees and Costs	15. 65
Trial and Incidents		Judgment	
Entering Judgment, each	30	10 Per Cent Damages	
Complete Record, Per 100 Words	4 00	Interest	
Taking Bonds, each .....		.....	
Certificate of Appeal		Total Judgment	
Transcript to Supreme Court, Per 100 Words		Total Fees, Costs and Judgment	
Additional Copies of Same, Per 100 Words .....		.....	
Issuing Executions or Copy Thereof, each .....		.....	
Entering Sheriff's Return, Per 100 Words, .15; Minimum .....		.....	
.....		Total	
Total Clerk's Fees	7 90		
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 Detinuo			
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	4 75		

I certify that the within is a true and correct Bill of Costs in the within styled cause.

ATTEST:

Clerk Circuit Court, Baldwin County, Ala.

Received payment this _____ day of _____ 194 _____

ATTEST:

Clerk Circuit Court, Baldwin County, Ala.

No. _____ Page _____

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT

vs. Plaintiff _____

Defendant _____

CIVIL COST BILL

Term, 19 _____

Fee Book _____, Page _____

Plaintiff's Attorney.

Defendant's Attorney.

THE STATE OF ALABAMA
BALDWIN COUNTY

No. 968 Circuit Court

To any Sheriff of the State of Alabama:

You are hereby commanded to summon JOHN M. MAYO 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, Bay Minette, Alabama, against JOHN M. MAYO, of Fairhope, Alabama, DEFENDANT, by ARTHUR F. STENZEL, of said Fairhope, PLAINTIFF.

Witness my hand this 16 day of May, A. D. 1946.

W. H. Dyer Clerk.

COMPLAINT

ARTHUR F. STENZEL, Plaintiff versus JOHN M. MAYO, Defendant

The Plaintiff claims of the Defendant the sum of Four Hundred Seventy Four and 30/100 (\$474.30) Dollars, due by virtue of unpaid rent for the occupancy of the store, by Defendant, at the Southeast Corner of Fairhope Avenue and Summit Street in Fairhope, Alabama, demised to defendant from February 1st 1945 to April 1st 1946 on a month to month agreement, the total rent for said period being Eight Hundred (800) Dollars but the Plaintiff herein admits a setoff against said total rent in amount, Three Hundred Twenty Five and 70/100 (\$375.70) Dollars, being the amount of merchandise purchased from Defendant by Plaintiff since February 1st 1945.

E. Q. Tramer
Plaintiff's Attorney.

The State of Alabama, {

Baldwin County.

CIRCUIT COURT AT BAY MINETTE, ALA.

Know all Men by these Presents, That we, Arthur F. Stenzel and Philip J. Rack

....., of the County of Baldwin Baldwin

are held and firmly bound unto John M. Mayo

in the sum of Nine Hundred Fifty (950) Dollars, to

be paid to the said John M. Mayo, his

heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 15th day of May, 1946, ~~1945~~

The Condition of this Obligation is such:

That whereas, the above bounden, Arthur F. Stenzel

..... has a, on the day of the date hereof, prayed an Attachment at the suit of Arthur F. Stenzel

..... against the estate of above named John M. Mayo

for the sum of Four Hundred Seventy Four and 30/100 (\$474.30) Dollars, and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said Arthur F. Stenzel should prosecute said Attachment to effect, and pay the said Defendant all such damages as he may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now, or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

Arthur F. Stenzel (Seal)

Philip J. Rack (Seal)

..... (Seal)

..... (Seal)

Approved, this 16 day of May, 1946

J. R. [Signature], Clerk.

The State of Alabama, }

Baldwin County.

968

CIRCUIT COURT AT BAY MINETTE, ALA.

Before me, E. Cramer, a Notary Public

in and for said County, personally appeared Arthur F. Stenzel

who, being duly sworn, on oath saith that John M. Mayo is

justly indebted to

said Arthur F. Stenzel

in the sum of Four Hundred Seventy Four and 30/100 (\$474.30) Dollars, which said amount is justly due after allowing all just offsets and discounts, and that the said John M. Mayo is the owner of a certain meat and grocery store in Fairhope, Alabama, which he has stated he was going to sell and move from this State; said store contains a stock of perishable merchandise, namely, meats and vegetables and an order for the immediate sale of same by the Sheriff upon attachment should be made to preserve the value thereof; that the amount due Plaintiff herein is for unpaid rent for the use of the store in which said business is located;

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Arthur F. Stenzel

Subscribed and sworn to before me this 15th day of May, 1946.

E. Cramer

Notary Public, Baldwin County, Ala.

No. 968

The State of Alabama,

Baldwin County.

CIRCUIT COURT

AT BAY MINETTE, ALA.

TO

Attachment Bond and Affidavit

Filed this the _____ day

of _____ 192__

Clerk.

Attorney.

ATTACHMENT.

The State of Alabama,
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Arthur F. Stenzel

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

that John M. Mayo, of Fairhope, Alabama,

is justly indebted to the Plaintiff Arthur F. Stenzel

in the sum of Four Hundred Seventy Four and 30/100 (\$474.30) Dollars, and

said Arthur F. Stenzel

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

said John M. Mayo

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 _____ Monday of _____ 193_____

next; when and where you must make known to said Court how you have executed this Writ.
You are further commanded to sell such merchandise in the place of business of said John M. Mayo which is of a perishable nature and to hold the proceeds thereof until the outcome of the said suit.

WITNESS, my hand, this 16 day of May, 1946

~~And Docket~~

Robert S. Duck Clerk.

5-16-46

Elected by attaching
the described property
of John Mayo. May 16, 1946

one Electric McCrory meat
case

one Electric meat cooler

one Electric meat slicer

one Electric meat ~~chopper~~ ~~stuffer~~

one Electric compressor

same not to be moved

C. E. Garrett, wife

H. F. Hall, Deputy

No. 968

ATTACHMENT

Arthur F. Stiegel

Vs. { ATTACHMENT

John M Mayo

Issued May 16, 1946

MOORE PRINTING CO.,