

LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

December 17, 1948

1231

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

Dear Mrs. Duck:- IN RE BANK OF FAIRHOPE vs.
THOMAS GIVENS

Enclosed find motion for judgment by
default. Please process and present to the Judge.

Yours very truly,

RICKARBY & RICKARBY

by:- 

EGR,jr:rs

169

CC: Bank of Fairhope
enc.

STATE OF ALABAMA:
COUNTY OF BALDWIN:

No.
L A W
CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon THOMAS GIVENS 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, Alabama, against THOMAS GIVENS, Defendant by the BANK OF FAIRHOPE, a Corporation, Plaintiff.

Witness my hand this 3rd day of September, 1948.

Clerk.

C O M P L A I N T

BANK OF FAIRHOPE, A Corporation,
Plaintiff

-vs-

THOMAS GIVENS,
Defendant

The Plaintiff claims of the Defendant the sum of TWO HUNDRED FIFTY-TWO and 35/100 DOLLARS due by promissory note made by him on the Tenth day of August, 1946 and payable on, towit, the Sixth day of February, 1948 with interest thereon.

The Plaintiff further avers that by the terms of said note the Defendant waived all rights of exemption of personal property as against any process that might issue for the collection thereof and further agreed to pay a reasonable attorney's fee should same be placed in the hands of an attorney for collection, which fee Plaintiff now claims in the additional sum of THIRTY-SEVEN and 85/100 DOLLARS.

Attorneys for Plaintiff.

Received in Sheriff's Office
this 3 day of Sept, 1948
TAYLOR WILKINS, Sheriff

Taylor Wilkins
Sheriff

Deputy

RECORDED

BANK OF FAIRHOPE, a Corporation,
Plaintiff

$$+VS-$$

THOMAS GIVENS

SUMMONS AND COMPLAINT

Filed 1948.

Clerk.

FILED

SEP 3 1948

ALICE J. DUCK, Clerk

RICKARBY & RICKARBY,
Attorneys for Plaintiff

THE UNIVERSITY OF TEXAS AT AUSTIN

10

[illegible][illegible]

The first part of the report covers the period from 1945 to 1947. It discusses the situation in the country at the time of the end of the war, the impact of the war on the population, and the measures taken by the government to deal with the aftermath of the war. The report also mentions the role of the military in the country during this period.

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STATE OF ALABAMA:

COUNTY OF BALDWIN:

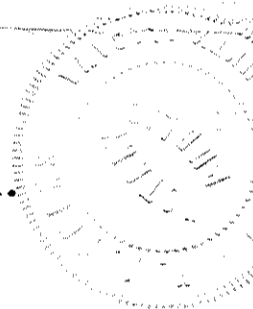
Before me, the undersigned Notary Public in and for said State and County, personally appeared E. A. CRAMER, who, being first duly sworn, says that he is an attorney practicing before the Baldwin County Bar and as such is familiar with the attorney's fees charged by said Bar; and that an attorney's fee of 15% on a promissory note of \$266.85 would not be an unreasonable fee.

E. A. Cramer

Subscribed and sworn to before me this the 17th day of December, 1948.

H. A. Borne

Notary Public, Baldwin County, Alabama.

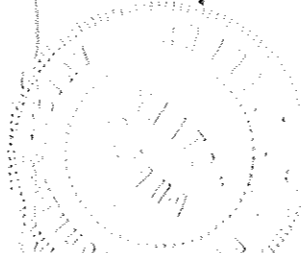


COMMITTEE OF THE STATE OF ALABAMA:

RECORDED
9th of December, 1948.
Unrecorded and sworn to before me this the 17th of December, 1948.
THE BANK OF FAIRHOPE, a
Banking Corporation,
Plaintiff
-vs-
THOMAS GIVENS,
Defendant
AFFIDAVIT AS TO REASONABLE
ATTORNEY'S FEE
FILED
DEC 20 1948
J. L. Dyer, Clerk

RICKARBY & RICKARBY,
Attorneys for Plaintiff

Notary Public, Benjamin Conner, Veterans



THE BANK OF FAIRHOPE, a Banking
Corporation,
Plaintiff

L A W
CIRCUIT COURT OF
BALDWIN COUNTY,
ALABAMA

-VS-

THOMAS GIVENS,
Defendant

The Plaintiff requests judgment by default in the sum of THREE HUNDRED FOUR and 70/100 DOLLARS, (\$304.70), for that service had on the Defendant on the Ninth day of September, 1948, and the Defendant has failed to plead, answer or demur to the complaint as required by law.

WHEREFORE, Plaintiff requests the Clerk to note this demand on the docket and send the papers in this cause, which includes promissory note, to the Judge in accordance with the rules and practice of this Court, so that a judgment by default in this cause can be entered.

Account	252.35
Interest at 6%	
from 1/6/48 to	
12/16, 48, 11 mo.	
16 days	14.50
Attorney's fee, 15%	37.85
Total	\$304.70


Attorneys for Plaintiff.

Attorneys for Plaintiff.

Robert G. Rickaby

Total . . . \$304.50
Attorneys fee: 12% 37.82
10 cents 17.20
15/10, 16, 17 Mo.
from 1/2/79 to
interest at 6%
Account 525.32

cause can be entered.

and disclosure of this Court, so that a judgment by default in this
includes promissory note, to the judge in accordance with the rules
governing on the docket and send the papers in this cause, which

WHEREFORE, Plaintiff requests the Clerk to vote this

complaint as returned by law.

and the Defendant has failed to plead, answer, or demur to the

service has been made on the Defendant, the sum of \$304.50, for the

THREE HUNDRED AND FOUR DOLLARS AND NO CENTS, for the

Plaintiff requests judgment by default in the sum

RECORDED

THE BANK OF FAIRHOPE, a
Banking Corporation, Plaintiff

vs.
THOMAS GIVENS, Defendant.

Defendant

THOMAS GIVENS

MOTION FOR JUDGMENT BY
DEFAULT.

RICKARBY & RICKARBY,

-43-

WITNESS

DAVID M. COMPTON,

CIRCUIT COURT OF

IT A M

Plaintiff

Corporation,
THE BANK OF FAIRHOPE, a Banking

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

August 31, 1948

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

Dear Mrs. Duck:

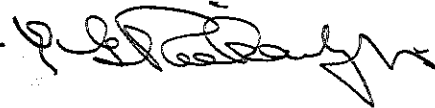
With this we hand you Summons and Complaint
in the case of the Bank of Fairhope vs.
Thomas Givens.

Please issue process at once. The
Defendant lives at Elsinore, Route #1.

Yours very truly,

RICKARBY & RICKARBY

by:-



EGRjr:la
169.
encls.

1231

Bank of Fairhope
a corporation

vs.

Thomas Stevens

Suit on Promissory Note

Filed 9-3-46

Richard Hays

Int 64.70

I/We promise to pay to the order of The Bank of Fairhope, Ala. 8-10 1946

Seven hundred three and 93/100

for value received. Payable at **THE BANK OF FAIRHOPE, FAIRHOPE, ALA.** Dollars \$703.93

In 23 installments of \$29.33 payable on 1st of each consecutive month, beginning Oct. 1st 1946

after date without grace and balance of \$29.34 payable Sept. 1st 1948

Upon failure of maker(s) to pay any installment as herein agreed and a continuation of such default for a period of fifteen days then, at the option of the holder of this note, the whole of said principal sum shall immediately become due and payable.

The maker(s) of this note warrant(s) and agree(s) that its proceeds will be used to cover payments for alteration, repairs or improvements upon real property belonging to the maker(s).

It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.

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 all right of exemption under the Constitution and Laws of Alabama, or any other State, 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.

Address _____

Address _____

9038

Thomas Givens
Duez Givens