



GEORGE K. PAGE, PRESIDENT
ORT H. ERTZINGER, VICE PRESIDENT
M. DYSON, VICE PRESIDENT
W. P. BALDWIN, SECRETARY-TREASURER
L.W. BRANNAN, JR., DIRECTOR

Baldwin County Savings and Loan Association

ROBERTSDALE, ALABAMA

February 20, 1952

Mr. C. LeNoir Thompson Attorney Bay Minette, Alabama

Dear Mr. Thompson:

Re: Escrow Agreement

J. Edwin Gooden, Plaintiff
-vs-

Joseph D. Morrison and wife, Defendants

Malcolm Andrews, Garnishee

Enclosed is a letter to you in the above regard from Rickarby and Rickarby, together with a letter to Mrs. Alice J. Duck, Register, requesting the above case be dismissed. We enclose our check for \$100.00 to your order as Attorney for the Defendants, with the understanding that you will pay the costs therefrom.

We shall appreciate your giving this your immediate attention.

With best regards.

Président

GKP:va

Encls: 5

J. EDWIN GOODEN, Plaintiff

-VS-

IN THE CIRCUIT COURT OF BAIDWIN COUNTY, ALABAMA

JOSEPH D. MORRISON and MARY V. MORRISON, Defendants

MALCOLM ANDREWS, Garnishee

AGREEMENT AS TO DISMISSAL

WHEREAS, TWO HUNDRED DOLLARS (\$200.00) has been left in Escrow at the BALDWIN SAVINGS & LOAN ASSOCIATION in Robertsdale by the Defendants in this cause, and WHEREAS, the parties to this cause desire to settle same, the Baldwin County Savings & Loan Association is authorized to deliver to Rickarby & Rickarby, Attorneys for J. EDWIN GOODEN, the sum of ONE HUNDRED DOLLARS (\$100.00) cash and the balance of the maid Two Hundred Dollars left in escrow be delivered to C. LeNoir Thompson, attorney for JOSEPH D. and MARY V. MORRISON, AND THAT on receipt of the sums above mentioned the escrow agreement heretofore made is terminated and the claim of J. Edwin Gooden against Joseph D. and Mary V. Morrison be dismissed and fully satisfied.

IT IS FURTHER AGREED that the Defendants pay the costs of this proceeding out of their share of these funds.

IN WITNESS WHEREOF the parties to this cause, by their attorneys, execute this agreement on this, the // day of Jel., 1952.

RICKARBY BISKARBY
By:
Attorneys for Pintthii

C. Lewolk Thompson

Attorney for Defendants

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ELLIOTT G. RICKARBY

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

12 February 1952

Mrs. Alice J. Duck Register Bay Minette, Alabama

Dear Mrs. Duck:

GOODEN -vs- MORRISON: Request the above case be dismissed and cost taxed against the Defendant in accordance with an agreement we have with the Defendant's attorney, Mr. Thompson, who is handing you this letter.

Yours very truly,

RICKARBY & RICKARBY

By: \

Attorneys for J. E. Gooden

EGRjr/fc

cc: Mr. Gooden

cc: Mr. Thompson

cc: Mrs. Duck

cc: Baldwin Co. Savings & Loan

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR

12 February 1952

Mr. C. LeNoir Thompson Attorney at Law Bay Minette, Alabama

Dear Mr. Thompson:

GOODEN -vs- MORRISON: With this Baldwin County Savings & Loan is enclosing check and I am enclosing instructions as to dismissal and copy of our agreement and ask that you be good enough to take care of this dismissal.

Sincerely,

RICKARBY & RICKARBY

Bvs

EGRjr/fc Encs: 2

LAW OFFICES

RICKARBY & RICKARBY FAIRHOPE, ALABAMA

12 February 1952

Mrs. Alice J. Duck Register Bay Minette, Alabama

Dear Mrs. Duck:

GOODEN -vs- MORRISON: Request the above case be dismissed and cost taxed against the Defendant in accordance with an agreement we have with the Defendant's attorney, Mr. Thompson, who is handing you this letter.

Yours very truly,

RICKARBY & RICKARBY

Bv:

Attorneys for J. E. Gooden

EGR jr/fc

cc: Mr. Gooden

cc: Mr. Thompson

cc: Mrs. Duck

cc: Baldwin Co. Savings & Loan

J. EDWIN GOODWEN

Plaintiff

JOSEPH D. HORRISON edy, v. gogetsei,

Defendants

MALCOLM ANDREWS,

Garnishee

IN THE CERCUIT DUERS OF BALDWIN COUNTY, ALAHAWA.

Comes Defendant, JOSEPH D. MORRISON, specially and for this purpose only and prays the judgment of the court that the Summons and Complaint be quashed because the states that this honorable court is without jurisdiction, in that the said JOSEPH D. MORRISON is a resident of Dale County, Alabama and was a resident of Dale County, Alabama on and before April 28, 1951 the date said suit was filed and this the defendant, JOSHPH D. MORRISON is ready to verify.

WHEREFORE he prays judgment of the said Summons and Complaint and that the same be quashed.

Sworn to and subscribed before me, this the 16 day of May,

Willie d. Gof

Joseph WM arrison

J. EDWIN GOODEN

Plaintiff

vs.

JOSEPH D. MORRISON and MARY. V. MORRISON

Defendan**ts**

MALCOLM ANDREWS

Garnishee

From the law offices of C. LeNoir Thompson Bay Minette, Alabama

> MAY 18 1951 MAY 18 1951 MICE L. MICH, Clark

J. EDWIN GOODEN, Plaintiff

٧s

J. D. MORRISON, et ux, Defendants

CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

MALCOLM ANDREWS, Garnishee

The Garnishee having places TWO HUNDRED DOLLARS in escrow with the Baldwin County Savings & Loan Association, pending the outcome of this suit, MALCOLM ANDREWS is hereby released as Garnishee, and the garnishment dismissed.

Attorneys for Plaintiff

J. EDWIN GOODEN,
Plaintiff

J. D. MORRISON, et ux, Defendants

MALCOLM ANDREWS,
Garnishee

RICKARBY & RICKARBY Attorneys for Plaintiff

J. EDWIN GOODWAN

Plaintiff

VS

JOSEPH D. HORRISON MARY V TO BELLISON .

Defendants

MALCOLM ANDREWS, F

Garnishee'

IN THE CIRCUIT COURT OF BALLWIN COUNTY, ALABAMA.

Comes Defendant, MARY V. MORRISON, specially and for this purpose only and prays the judgment of the court that the Summons and Complaint be quashed because she states that this honorable court is without jurisdiction, in that the said MARY V. MCRRISON is a resident of Dale County, Alabama and was a resident of Dale County, Alabama on and before April 28, 1951 the date said suit was filed and this the defendant,

WHEREFORE she prays judgment of the said Surmons and Complaint and that the same be quashed.

Mary V. Marriso

Sworn to and subscribed before me, this the lith day of May, 1951.

RECORDED

J. EDWIN GOODEN

Plaintiff

vs.

JOSEPH D. MORRISON and MARY V. MORRISON

Defendants

MALCOLM ANDREWS

Garnishee

From the law offices of C. LeNoir Thompson Fay Minette, Alabama

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The State of Alabama,

Baldwin County

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETING: Whereas J. EDWIN GOODEN has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against JOSEPH D. MORRISON AND MARY V. MORRISON for the sum of ____ONE_HUNDRED_NINETY______Dollars and whereas, the said J. EDWIN GOODEN has entered into bond, and made affidavit as required by law that the said ______ JOSEPH D. MORRISON AND MARY V. MORRISON is indebted to him in the sum of ONE HUNDRED NINETY Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment as may be recovered by Plaintiff, and that Malcolm Andrews is believed to be chargable as garnishee in the cause. YOU ARE THEREFORE, commanded to summon the said MAICOLM. ANDREWS. _____ to be and appear at the ______ to be and appear at the _____ to _____ term of the Circuit Court, to be holden for the County of Baldwin, or within thirty days from service of this 102 then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your answer, or at any time intervening between the time of serving the garnishment and making the answer, you were indebted to the defendant, and whether, you will not be indebted to him in the future by a contract then existing, and whether by a contract then existing, you are liable to him 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 you have not in your possession or under your control money or effects belonging to the defendant. Witness my hand this 242h ____day of ______ April ______, 192 51 Clerk.

Received in Sherill's Office this 25 day of 1916, 195/ TAYLOR WILKINS, Sheriff

Executed 5-4-51 pg serving copy of the withen farminent on Summon on Malcomb

Taylor Williams Skings

No. 16 RECORDED

Circuit Court of Baldwin County

J. EDWIN GOODEN

GARNISHMENT ON SUMMONS

JOSEPH D. MORRISON and

MARY V. MORRISON Defendants MAICOLM ANDREWS,

Garnishee.

Issued day of April 1995]

FILED

RICKARBY & RICKARBY

Plaintiff's Attorney S

Moore Printing Co. :::: Bay Minette, Ala.

APR 28 1951

ALICE J. DUCK, Clork

STATE OF ALABAMA: COUNTY OF BALDWIN: IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA:

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JOSEPH D. MORRISON and MARY V. MORRISON, to appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer or demur within thirty days from service hereof to the Complaint of J. EDWIN GOODEN.

WITNESS my hand this the 28th day of April, 1951.

haif-rench Clerk

COMPLAINT

J. EDWIN GOODEN,

Plaintiff

VERSUS

JOSEPH D. MORRISON and MARY V. MORRISON, Defendants

COUNT ONE: Plaintiff claims of the Defendants the sum of ONE HUNDRED NINETY DOLLARS for work and labor done by Plaintiff for Defendants on, to-wit: the 10th day of April, 1951 at their request.

COUNT TWO: Plaintiff claims of the Defendants the sum of ONE HUNDRED NINETY DOLLARS for services in that whereas Plaintiff is a licensed real estate agent of the State of Alabama, and as such secured for Defendants at their request a purchaser for Defendants real property in the Town of Daphne whereby Defendants were able to effectuate a sale of said property for the sum of NINETEEN HUNDRED DOLLARS and for which under the terms of his employment Plaintiff is entitled to a commission of ten percent upon said sale price which he here claims.

All of which sums of money together with interest thereon are due and unpaid.

Attornevs for Plaintiff

The Defendants are here notified that a writ of garnishment in this cause has been issued to Malcolm Andrews as Garnishee.

ALICE J. DUCK, Clerk

RICKARBY & RICKARBY Attorneys for Plaintiff

J. EDWIN GOODEN, Plaintiff VS

JOSEPH D. MORRISON mary v. Morrison, Defendants

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STATE OF ALABAMA: COUNTY OF BALDWIN:

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA:

TO ANY SHERIFF OF THE STATE OF ALABAHA, GREETING:

You are hereby commanded to summon JOSEPH D. MORRISON and MARY V. MORRISON, to appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer or demur within thirty days from service hereof to the Complaint of J. EDWIN GOODEW.

WITTESS my hand this the 28th day of April, 1951.

Clerk

COMPLAINT

J. HOWIN GOODEN,

Plaintiff

VERSUS

JOSEPH D. MORRISON and MARY V. MORRISON, Defendants

COUNT OWE: Plaintiff claims of the Defendants the sum of OWE HUMDRED WINETY DOLLARS for work and labor done by Plaintiff for Defendants on, to-wit: the 10th day of April, 1951 at their request.

COUNT TWO: Plaintiff claims of the Defendants the sum of OWE HUNDRED WINETY DOLLARS for services in that whereas Plaintiff is a licensed real estate agent of the State of Alabama, and as such secured for Defendants at their request a purchaser for Defendants real property in the Town of Daphne whereby Defendants were able to effectuate a sale of said property for the sum of WINETERN HUNDRED DOLLARS and for which under the terms of his employment Plaintiff is entitled to a commission of ten percent upon said sale price which he here claims.

All of which sums of money together with interest thereon are due and unpaid.

Richarby & Richarty

Attorneys for Plaintiff

The Defendants are here notified that a writ of garnishment in this cause has been issued to Malcolm Andrews as Garnishee.

NO 1646

J. EDWIN GOODEN, Plaintiff

JOSEPH D. MORRISON and
MARY V. MORRISON,
Defendants

SUMMONS AND COMPLAINT

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WICE Y DACK CLERK

RICKARBY & RICKARBY, Attorneys for Plaintiff

TAYLOR WILLIE, Sheriff

Taglo Wilhin Ship 14-7 Half D.S.

RICKARBY & RICKARBY FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

17 May 1951

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

Dear Mrs. Duck:

GOODEN VS MORRISON: The parties to this cause have agreed that \$200.00, the amount, with costs, claimed, be left in escrow with the Baldwin Savings & Loan Association, pending the adjudication of the cause.

We are enclosing with this a consent that the garnishment against Malcolm Andrews be released.

Copy of this letter is being sent to the Baldwin County Savings & Loan Association, Mr. C. LeNoir Thompson and Mr. Gooden.

Sincerely,

for

RICKARBY & RICKARBY

EGR: HB

Enc - 1

cc - Baldwin County Savings & Loan Association

Mr. C. LeNoir Thompson

Mr. J. E. Gooden

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ELLIOTT G. RICKARBY

RICKARBY & RICKARBY FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

22 May 1951

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

Dear Mrs. Duck:

GOODEN VS MORRISON: With this find demurrers filed to Defendants' pleas in abatement, with copies for delivery to Defendants' counsel.

Very truly yours,

for

RICKARBY & RICKARBY

EGR:HB Encs - 4 3060 ELLIOTT G. RICKARBY

RICKARBY & RICKARBY FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

25 April 1951

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

Dear Mrs. Duck:

GOODEN VS MORRISON: With this we send you Complaint and Summons, Garnishment Bond and Affidavit with copies in this case, which as is usual in garnishments calls for early and prompt action.

The garnishee lives in Fairhope -- the Defendants in Daphne.

Sincerely,

for

RICKARBY & RICKARBY

EGR:HB Encs - 6 3060 STATE OF ALABAMA: COUNTY OF BALDWIN: IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA:

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JOSEPH D. MORRISON and MARY V. MORRISON, to appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer or demur within thirty days from service hereof to the Complaint of J. EDWIN GOODEN.

WITNESS my hand this the 27th day of April, 1951.

Acie Jenese Clerk

COMPLAINT

J. EDWIN GOODEN,

Plaintiff

VERSUS

JOSEPH D. MORRISON and MARY V. MORRISON, Defendants

COUNT ONE: Plaintiff claims of the Defendants the sum of ONE HUNDRED NINETY DOLLARS for work and labor done by Plaintiff for Defendants on, to-wit: the 10th day of April, 1951 at their request.

COUNT TWO: Plaintiff claims of the Defendants the sum of ONE HUNDRED NINETY DOLLARS for services in that whereas Plaintiff is a licensed real estate agent of the State of Alabama, and as such secured for Defendants at their request a purchaser for Defendants real property in the Town of Daphne whereby Defendants were able to effectuate a sale of said property for the sum of NINETERN HUNDRED DOLLARS and for which under the terms of his employment Plaintiff is entitled to a commission of ten percent upon said sale price which he here claims.

All of which sums of money together with interest thereon are due and unpaid.

Richarby & Richarby

Attorneys for Plaintiff

The Defendants are here notified that a writ of garnishment in this cause has been issued to Malcolm Andrews as Garnishee.

J. EDWIN GOODEN, Plaintiff

vs

JOSEPH D. MORRISON and MARY V. MORRISON, Defendants

SUMMONS AND COMPLAINT

FILED
APR 28 1951
AUGE J. DUCK, Clerk

RICKARBY & RICKARBY, Attorneys for Plaintiff

STATE OF ALABAMA: COUNTY OF BAIDWIN:

Before me, the undersigned Notary Public, personally appeared J. EDWIN GOODEN, who, being duly sworn, says that JOSEPH D. MORRISON and MARY V. MORRISON are indebted to him in the sum of ONE HUNDRED NINETY DOLLARS for the recovery of which he has commenced suit by Complaint and Summons now pending in the Circuit Court of Baldwin County, Alabama, against the said JOSEPH D. and MARY V. MORRISON, and that he believes process of garnishment against MALCOLM ANDREWS is necessary to obtain satisfaction of said indebtedness, and that the said MALCOLM ANDREWS is supposed to be indebted to or to have effects of the said Defendants in his possession or under his control or to have a contract with JOSEPH D. and MARY V. MORRISON under which he will become liable to them.

J. Edwin Gooden

Subscribed and sworn to before me on this the 25th day of April, 1951.

Boliott B. Oring.
Notary Public, State of Alabama at Large.

RECORDED

and MARY V. MORRISON

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Sand the same of the same was

RICKARBY & RICKARBY, Attorneys for Plaintiff

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STATE OF ALABAMA:

COUNTY OF BALDWIN:

KNOW ALL MEN BY THESE PRESENTS that we, J. EDWIN GOODEN, as Principal, and H. P. KAMPER and

CECIL PITMAN

as Sureties,

are held and firmly bound unto JOSEPH D. MORRISON and MARY V. MORRISON in the sum of THREE HUNDRED EIGHTY DOLLARS for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the 25th day of April, 1951.

The condition of the above obligation is such that whereas the above bound J. EDWIN GOODEN has brought a suit now pending against JOSEPH D. MORRISON and MARY V. MORRISON in the Circuit Court of Baldwin County, Alabama, to recover of the said Morrison's, or either of them, the sum of ONE HUNDRED NINETY DOLLARS, and has this day prayed that a writ of garnishment issue to MALCOLM ANDREWS to answer what he is indebted to or what effects of said Defendants he has in his possession or under his control, or of what sum he may be liable to them by any contract now in existence, and said Plaintiff having made oath and entered into this bond as required by law, has catained said writ of garnishment returnable to the said Court.

NOW, if the said Plaintiff shall prosecute his suit to effect and pay the Defendants all of such damages as they may sustain by the wrongful or vexatious suing out of said garnishment, then this obligation to be void, otherwise to remain in full force and effect.

J. Codwin Josefun (SEAL)

VI (SEAL)

__(SEAL)

Taken and approved this

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day of April, 1951.

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J. EDWIN GOODEN, Plaintiff

No.

vs

LAW

JOSEPH D. and MARY V. MORRISON, Defendants

IN THE CIRCUIT COURT

OF

MAICOLM ANDREWS,
Garnishee

BALDWIN COUNTY, ALABAMA.

Comes the Plaintiff by his Attorneys, and demurs to the plea in abatement filed by Defendant, MARY V. MORRISON, upon the following grounds:

- A. The complaint affirmatively avers that the work and labor for which payment is sought was done in Baldwin County and hence venue of this cause is properly laid in said County.
- 2. The plea does not aver that the work and labor for which suit was brought was not done in Baldwin County where this suit was brought.

RICKARBY & RICKARBY Attorneys for Plaintiff

L A W

No.

J. EDWIN GOODEN, Plaintiff

V.S

JOSEPH MORRISON, et al, Defendants

DEMURRÉR TO PLEA IN ABATEMENT

FILE

MAY 24 1951

ALIGE J. DUCK, Clei

RICKARBY & RICKARBY Attorneys for Plaintiff