

LAW OFFICES

ELLIOTT G. RICKARBY
DECEASED

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

7 August 1952

1842

Mrs. Alice J. Duck
Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Bank of Fairhope
Vs: James Williams and Harrington
Allen.

With this we hand you summons and complaint in the suit
of the Bank of Fairhope -vs- James Williams and Harring-
ton Allen.

Please process and oblige.

Yours very truly,



E. G. Rickarby, Jr.

R/i
1398

1842

Bank of Fairhope
& corp

vs.

James Williams
and Harrington Allen

Promissory Note

FILED

AUG. 8 1952

ALICE J. QUINN, CLERK

BANK OF FAIRHOPE, INC.,
A Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

-vs-

JAMES WILLIAMS

and

HARRINGTON ALLEN,
Endorser,
Defendants

The Plaintiff claims of the Defendants the sum of ONE HUNDRED SEVENTY NINE and 40/100 DOLLARS (\$179.40) due by promissory note made by JAMES WILLIAMS and endorsed by HARRINGTON ALLEN on to-wit, the 18th day of December, 1951 and payable on the 5th of January, 1952, with interest thereon and the Plaintiff alleges that as part of the consideration of this transaction, the Defendants did waive all right to exemption under the Constitution and laws of Alabama as to personal property and the Defendant did agree to pay all costs of collection of said note, including a reasonable attorney's fee which the Plaintiff claims in the sum of Thirty-Five Dollars (\$35.00).

RICKARBY & RICKARBY

By: 

E. G. Rickarby, Jr.

Attorney for Plaintiff

James Williams' address is Fairhope, Alabama and he works at the Grand Hotel, Point Clear, Alabama.

Harrington Allen's address is Fairhope, Alabama.

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1842

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon JAMES WILLIAMS

and HARRINGTON ALLEN

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 JAMES WILLIAMS

and HARRINGTON ALLEN, Defendant. S.

by THE BANK OF FAIRHOPE, a Corporation

, Plaintiff.---

Witness my hand this 8th day of August 1952

Beulah L. Lusk, Clerk

No. 1842

RECORDED
Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

BANK OF FAIRHOPE,

a Corporation

Plaintiffs

vs.

JAMES WILLIAMS

- and -

HARRINGTON ALLEN

Defendants

SUMMONS and COMPLAINT

Filed 8-8, 19 52

Archie A. Roberts, Clerk

RICKARBY & RICKARBY
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama

RECEIVED IN OFFICE

Aug 8, 19 52

_____, Sheriff

I have executed this summons

this _____, 19 _____

by leaving a copy with

Harrington Allen Aug. 28
James Williams Aug. 29

Taylor Wilkin Sheriff
Joseph P. Dial Deputy Sheriff

ELLIOTT G. RICKARBY
DECEASED

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

29 September 1952

Honorable Telfair J. Mashburn
Judge Circuit Court
Bay Minette, Alabama

Re: Bank of Fairhope
Vs: James Williams &
Harrington Allen

Dear Judge Mashburn:

Request judgment by default on a promissory note against James H. Williams and Harrington Allen for \$179.40 principal, no interest and \$25.00 attorneys fee against the Defendants in this case with waiver of exemptions.

We are enclosing note and affidavit of Mr. E. A. Cramer covering this.

Yours very truly,


E. G. Rickarby, Jr.

R/i
1398

cc: Bank of Fairhope
James Williams
Harrington Allen

LAW OFFICES

RICKARBY & RICKARBY

ELLIOTT G. RICKARBY
(DECEASED)

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

28 October 1953

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

Dear Mrs. Duck;

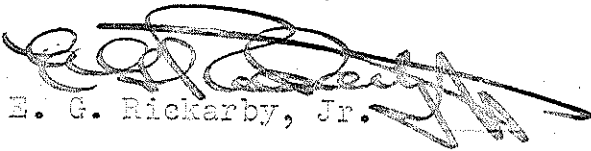
Re: Bank of Fairhope
Vs: James Williams
No: 1842

We hand you herewith affidavit on judgment, writ of judgment, and notice to defendant in the above mentioned case.

The defendant works for Mrs. Olivere at the Central Restaurant on Fairhope Avenue.

Please process.

Yours very truly,


E. G. Rickarby, Jr.

R/i
cc: Bank of Fairhope
1398

1842 1/2

Bank of Fairhope
vs.

James Williams

Central Restaurant
Garnishee

Garnishment

FILED

OCT 31 1953

ALICE J. DUCK, Register

Pickarby

BANK OF FAIRHOPE,
a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. 1842

-vs-

JAMES WILLIAMS,
Defendant

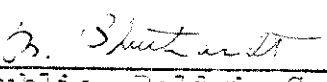
AFFIDAVIT ON JUDGMENT

STATE OF ALABAMA:
BALDWIN COUNTY:

Before me, the undersigned Notary Public, personally appeared E. G. Rickarby, Jr., as Attorney for Plaintiff, who being duly sworn, deposes and saith that the Circuit Court of Baldwin County, Alabama on 9 October, 1952, rendered a judgment in favor of the BANK OF FAIRHOPE, a Corporation, against JAMES WILLIAMS, for the sum of TWO HUNDRED FOUR and 40/100 (\$204.40) DOLLARS and the further sum of TWELVE and 65/100 (\$12.65) DOLLARS cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that the CENTRAL RESTAURANT has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it is or is believed to be indebted to the defendant, or is to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property. This judgment has been paid down to One Hundred Sixty & 5/100 (\$160.05) Dollars.


E.G. Rickarby, Jr., Attorney
for Plaintiff, Affiant.

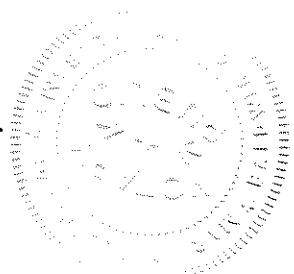
Sworn to and subscribed before me this the 28th day of
October, 1953.

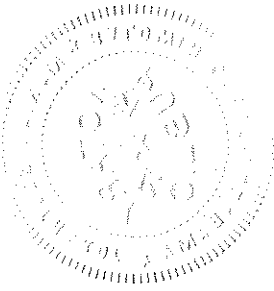

Notary Public, Baldwin County, Alabama.

FILED

10-31-53

ALICE J. BUCK, Clerk





No. 1842 *h*

Bank of Fairhope,
Plaintiff

-vs-

James Williams,
Defendant.

AFFIDAVIT ON JUDGMENT

Eve C. Olivere, individually
& d/b/a
The Central Restaurant,
Garnishoe

FILED
JUN 31 1953

ALICE L. DUCK, Register

BANK OF FAIRHOPE,
a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. 1842

-vs-

JAMES WILLIAMS,
Defendant

EVE C. OLIVERE, d/b/a
THE CENTRAL RESTAURANT,

Garnishee.

NOTICE TO DEFENDANT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to notify JAMES WILLIAMS
that on the 31 day of Oct, 1953, a writ of garnish-
ment in the above stated case was issued to EVE C. OLIVERE,
doing business as THE CENTRAL RESTAURANT, as Garnishee.

And you will return this writ according to law.

WITNESS my hand this 31 day of Oct, 1953.

Alice J. Buck
Clerk

Received in office ____ day of ____, 1953.

Sheriff.

Executed by serving a copy of the within writ on ____ day of
____, 1953.

Sheriff.

FILED

10-31-53

ALICE J. BUCK, Clerk

No. 1842 1/2

Bank of Fairhope,
Plaintiff

-vs-

James Williams,
Defendant

Central Restaurant,
Garnishee

NOTICE TO DEFENDANT

Received in Sheriff's Office
this 31 day of Oct, 1953
TAYLOR WILKINS, Sheriff

Executed Oct 31, 1953
By serving a copy of the
within notice on
James Williams

Defendant's address is:

Fairhope, Ala.

Taylor Wilkins
Sheriff
By H. F. Hall
P.S.

FILED

OCT 31 1953

ALICE L. DICK, Clerk

Bank OF FAIRHOPE,
a Corporation
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
No. 1842

-vs-

JAMES WILLIAMS,
Defendant

WRIT ON JUDGMENT

STATE OF ALABAMA:

COUNTY OF BALDWIN:

TO ANY SHERIFF OF THE STATE OF ALABAMA:—GREETINGS:

Whereas E. G. Rickarby, Jr., has made affidavit as required by law that the BANK OF FAIRHOPE recovered judgment against JAMES WILLIAMS on the 9th day of October, 1952, in the Circuit Court of Baldwin County, Alabama, for the sum of TWO HUNDRED FOUR and 40/100 (\$204.40) DOLLARS, and the further sum of TWELVE and 65/100 (\$12.65) DOLLARS costs of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of judgment, and that ^{Eve C. Olivere, doing business as} the CENTRAL RESTAURANT has, or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it is or is believed to be indebted to the defendant or to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

This judgment has been paid down to ONE HUNDRED SIXTY and 05/100 (\$160.05) DOLLARS.

These are therefore to command you, that you summon the ^{Eve C. Olivere, doing business as the} said/CENTRAL RESTAURANT, to be and appear at the Circuit Court of Baldwin County, Alabama, within thirty (30) days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making her answer, it has in its possession, or under its control any money or effects belonging to the defendant; and whether it is indebted to said defendant, or is liable to him on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money with may be discharged by the delivery of personal property, or which is payable in personal

property.

WITNESS my hand as Clerk of said Court at office, this
the 31st day of October, 1953.

BOOK 002 PAGE 312

FILED

10-31-53

ALICE J. BUCK, Clerk

Alice J. Buck
Clerk

No. 1842 *1/2*

Bank of Fairhope,
Plaintiff
-vs-
James Williams,
Defendant

WRIT ON JUDGMENT

Received in Sheriff's Office
this *31* day of *Oct*, 19*53*
TAYLOR WILKINS, Sheriff

Executed Oct. 31, 1953
By serving a copy
of the within on
Mr. Eva C. Oliver

Taylor Wilkins
Sheriff
By 147 Hall
D. S.

182

FILED
OCT 31 1953
ALICE J. DUCK, Register

INSTALLMENT NOTE

BANK OF FAIRHOPE

FAIRHOPE, ALA., December 18 19 51

I/We promise to pay to the order of THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

*****ONE HUNDRED SEVENTY NINE AND 40/100***

DOLLARS 179.40

for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

In 11 installments of \$ 15.00 payable on 5th & 20th of each consecutive month, beginning January 5, 1952

after date without grace and balance of \$ 14.40 payable June 20, 1952

Default in the payment of any one payment of this note shall give the holder hereof the option of declaring the entire unpaid balance due and payable at once.

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, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property 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, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness hand and seal this, the 1964 day of , 19

ATTEST

1964

James Williams, *City

(Seal)

(Seal)

Herrington Allen

[illegible]