2021

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

Dr. Nathan Glass,

Plaintiff,

vs.

Haskel Gritzman,

Defendant.

COUNT ONE.

The Plaintiff claims of the defendant the sum of $133.00 due by the defendant to the plaintiff by promissory note, bearing date May 12, 1953, made by the defendant, payable to the order of the plaintiff on ~~xxx~~ demand, which said sum, with the interest thereon is still unpaid. And the Plaintiff avers that so far as the debt is concerned, the defendant by said note~~s~~, waived all right of exemption of personal property under the laws and Constitution of Alabama.

COUNT TWO.

The plaintiff further claims of the defendant a reasonable attorney fee, as provided by the promissory note set out and described in Count One of this Complaint, which plaintiff avers is $35.00.

A. S. Whiting

A. S. Whiting, Attorney for the Plaintiff,
708-9 Annex 1st Nat. Bank Bldg., Mobile, Ala.

Note: The defendant is said to reside at Spanish Fort Tourist Village, and to be employed there as a chef.

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA. CIVIL DIV.

Dr. Nathan Glass.

Plaintiff.

vs.

Daniel Gutierrez.

Defendant.

COUNT ONE.

The Plaintiff claims of the defendant the sum of $533.00 due by the defendant to the plaintiff by promissory note, bearing date May 16, 1993, made by the defendant, payable to the order of the plaintiff on sum demand, which said sum, with the interest thereon is still unpaid. And the Plaintiff avers that so far as the debt is concerned, the defendant by said note, waived all rights of exemption under the laws and Constitution of Alabama.

COUNT TWO.

The plaintiff further claims of the defendant a reasonable attorney fee, as provided by the promissory note set out and described in Count One of this Complaint, which plaintiff avers is $35.00.

L. S. Whiting, Attorney for the Plaintiff.
708-9 Brown Int Bldg., Bank Bldg., Mobile, Ala.

Note: The defendant is said to reside at Spanish Fort Juvenile Village, and to be employed there as a chef.

FILED
JUN 19 1993
Mike Mort Clerk

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2021

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

Haskel Britzman

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

Haskel Britzman, Defendant

by Dr. Nathan Geers

_____, Plaintiff

Witness my hand this 19th day of June 1953

Leigh Leach, Clerk

No. 2021 Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Dr. Nathan Glass

Plaintiffs

vs.

Haskel Gritzman

Defendants

SUMMONS and COMPLAINT

Filed 6-19, 19 53

Aris Arnick Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

June 19, 1953

Taylor Wilkins, Sheriff

I have executed this summons

this 6/27, 1953

by leaving a copy with

Haskel Gritzman

Taylor Wilkins Sheriff

J. D. Horn Deputy Sheriff

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

No. 2021

Dr. Nathan Glass,

Plaintiff,

versus

Haskel Gritzman,

Defendant.

Now comes the plaintiff, by A. S. Whiting, his Attorney of Record, and shows unto the Court that Haskel Gritzman, the defendant, was served with process in the above-styled cause on June 27, 1953, as shown by the record herein. That more than thirty days has elapsed since the service of said process on the defendant; that the defendant has made no appearance and has filed no pleas herein, and is, therefore, in default.

Wherefore, the premises considered, the plaintiff offers in evidence the promissory note set out and described in Count One of the Complaint herein, and forming the basis of this suit, and prays the judgment of this Court for the principal amount of said note in the sum of $133.00, plus interest thereon from May 12, 1953, in the amount of $1.75, plus a reasonable attorney's fee, as provided by said note, in the amount of $27.00, aggregating the sum of $161.66, with waiver of exemptions as to personal property, together with the costs of this suit, for which let execution issue.

Dated this 29th day of July, A. D. 1953.

A. S. Whiting, Attorney for the Plaintiff.

ALMUR S. WHITING
ATTORNEY AT LAW

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

ANNEX, FIRST NATIONAL BANK BUILDING
SUITE 708-9
MOBILE 6, ALABAMA

P. O. BOX 988

June 18, 1953.

Hon. Alice J. Duck,
Clerk of Circuit Court,
Mobile, Alabama.

Dear Mrs. Duck:

Re: Dr. Nathan Glass vs. Haskel Gritzman.

Enclosed please find complaint in above matter, on which please let summons issue to the defendant. I should like to have you advise me when service has been had and, for that purpose, a self-addressed envelope is herewith enclosed.

Yours truly,

A S Whiting

enc.
w.

2021

Mr. Nathan Glace

vs.

Haskel Kitzman

Promissory Note

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
SUITE 708-9 ANNEX FIRST NATIONAL BANK BUILDING
MOBILE 6, ALABAMA

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

P. O. BOX 988

Nov. 24, 1953.

Hon. Alice J. Duck,
Clerk of Circuit Court,
Bay Minette, Ala.

Dear Mrs. Duck: Re: Dr. Nathan Blass v. Haskell Gritzman.

Sheriff Wilkins informs me that garnishee and defendant were served November 11, 1953. That being the case, please inform me the return date of the writ of garnishment so that I may be able to take proper action at that time.

Yours truly,

ASW/e

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
SUITE 708-9 ANNEX FIRST NATIONAL BANK BUILDING
MOBILE 6, ALABAMA

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

P. O. BOX 988

FORREST E. SHORT,
ASSOCIATE COUNSEL

August 25, 1953

Alice J. Duck
Clerk of Circuit Court
Baldwin County
Alabama

Dear Mrs. Duck;

Re: Dr. Nathan Blass vs. Haskel Gritzman
Judgement rendered Aug. 3, 1953

Please find enclosed my affidavit for garnishment against the Old Spanish Fort Inc. for satisfaction of judgement in the above matter.

Will appreciate your letting the notice of garnishment issue immediately. Am obliged,

Sincerely yours,

A. S. Whiting

Forrest E. Short

Forrest E. Short, Associate.

"Historic Spot of the Deep South"

Old Spanish Fort Tourist Village . . .

RECOMMENDED
AMERICAN AUTOMOBILE ASSN.
UNITED MOTOR COURTS, INC.

POST OFFICE BOX 398

MOTOR COURT · RESTAURANT · GIFT SHOP

PHONE MOBILE FAIRHOPE 7111

MOBILE 3, ALABAMA

November 13, 1953

Alice J. Duck, Clerk
Circuit Court Baldwin County
Bay Minette,
Alabama

Dear Madam:

With regard to the garnishment on judgement of Dr. Nathan Blass against Haskell Gritzman, we wish to advise that we severed our connection with him and he is no longer in our employ.

This confirms our telephone conversation of today.

Very truly yours,

George E. Fuller, Sr.

GEF/meb

ALMUR S. WHITING

ATTORNEY AT LAW

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

ANNEX, FIRST NATIONAL BANK BUILDING
SUITE 708-9
MOBILE 6, ALABAMA

P. O. BOX 988

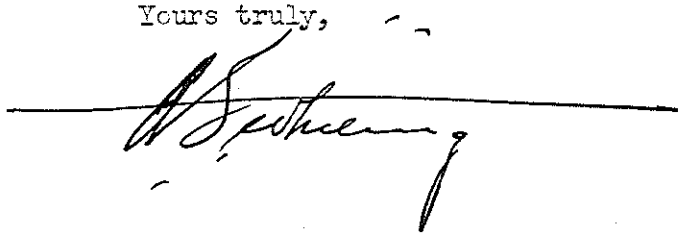
Oct. 9, 1953.

Hon. Alice J. Duck,
Clerk of Circuit Court,
Bay Minette, Ala.

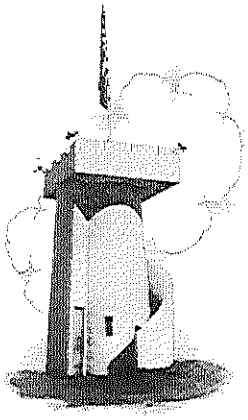
Dear Mrs. Duck: Re: Blass vs. Gritzman.

On receiving your letter of October 6th, I conferred with Judge Hall by telephone and the motion filed in the above case for the amendment of the judgment nuc pro tunc showing the name of the plaintiff to be Dr. Blass instead of Dr. Glass, was allowed by the Judge so that the supplemental proceedings may now go ahead without further delay.

Yours truly,



ASW/e



"Historic Spot of the Deep South"

Old Spanish Fort Tourist Village . . .

RECOMMENDED
AMERICAN AUTOMOBILE ASSN.
UNITED MOTOR COURTS, INC.

POST OFFICE BOX 398

MOTOR COURT · RESTAURANT · GIFT SHOP

PHONE MOBILE FAIRHOPE 7111

MOBILE 3, ALABAMA

December 9, 1953

Mrs. Alice Duck
Bay Minette, Alabama

Dear Mrs. Duck:

This is to advise you that Haskell Gritzman is no longer in our employe, we do not owe him anything and do not expect to re-employ him anytime in the future. He is presently employed as caterer at the Joe Byrne's Restaurant according to Joe Byrnes advertisement in the Mobile Press Register.

Yours very truly,

GEORGE E. FULLER

GEF:meb

Sworn to in the presence of
Jo Byrne
Notary Public
Mobile County
Ala

20921½

The State of Alabama)
Mobile County.)

Personally appeared before me, George A. Moore, Notary Public in and for said County Forrest E. Short, who being duly sworn, deposes and saith that Dr. Nathan Blass on the 3rd day of August, 1953, in the Circuit Court of Baldwin County in the State of Alabama recovered a judgment against Haskel Gritzman for the sum of One hundred, sixty-one and 66/100 dollars and the further sum of Ten and 5/100 dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satiffaction of said judgment, and that Old Spanish Fort Inc. has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that they are believed to be indebted to the defendant, or are to be liable to Haskel Gritzman 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.

Forrest E. Short

Forrest E. Short, Associate Counsel
for the Plaintiff.

Sworn to and subscribed before me
this 25th day of August, 1953

Notary Public, Mobile County, Alabama

2021 1/2

Dr. Nathan Adams

vs.

Haskel Kritzman

FILED

AUG 26 1953

ALICE J. DUCK, Clerk

STATE OF ALABAMA
MOBILE COUNTY

A. S. Whiting, having been first duly sworn, saith that he is Attorney of Record for Dr. Nathan Blass, and as such and with due authority, makes this affidavit for and on his behalf; that said Dr. Nathan Blass, on towit, August 3rd, 1953, recovered a judgment; in Case No. 2021 on the Civil Law Docket of the Circuit Court for Baldwin County, Alabama, in his favor and against Haskell Gritzman, Defendant, in the sum of $161.66, plus costs of Court, all of which remains unpaid; that he believes process of garnishment is necessary to obtain satisfaction of said judgment; that Joe Byrne, an individual trading and doing business as Joe Byrne's Restaurant, on New Highway 90, in Mobile County, Alabama, is believed to have in his possession or under his control money or effects belonging to the defendant, the said Haskell Gritzman, or that he is believed to be indebted to the defendant, or to be liable to the defendant on a contract for the delivery of personal propertyor on a contract for the ~~payment~~ of money

A. S. Whiting

Subscribed and sworn to before me
this 8th day of January, 1954.

Erma Louise Whiting
Notary Public, Mobile County, Alabama.

Docket No. 2021½ Law

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Dr. Nathan Blass,

Plaintiff ~~Defendant,~~

vs.

Haskell Gritzman,

Defendant.

Joe Byrne, d/b/a
Joe Byrnes Restaurant,

Garnishee.

GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA, } CIRCUIT COURT BALDWIN COUNTY
BALDWIN COUNTY

_____ TERM, 194__

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

WHEREAS, At a regular August Term, 1953 of the Circuit Court of Baldwin County, to-wit: On the 3rd day of August, 1953, being a regular day of said term, Dr. Nathan Blass

recovered judgment against Haskell Gritzman

for the sum of $161.66 Dollars, and cost of suit,

and affidavit having been made by A. S. Whiting that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Joe Byrnes Restaurant

has or is believed to have in their possession, or under their control money or effects belonging to said defendan Haskell Gritzman or that their is, or is believed to be indebted to said defendant Gritzman or to be liable to them, or to one of them 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.

You Are Therefore Hereby Commanded to Summon

Joe Byrnes Restaurant

to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the Within thirty days Monday in _____ A. D. 194__, then and there within the three first days of the term, to answer on oath, whether at the time of the service of the garnishment, or at the time making their answer, or at any time intervening the time of serving the garnishment and making the answer they was they indebted to said defendant _____ and whether they will not be indebted in future to said defendant Gritzman by a contract then existing, and whether by a contract then existing they is, or are, liable to said defendants 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 they has not in their possession or under their control money or effects belonging to the defendant Haskell Gritzman

Herein fail not, and have you then and there this Writ.

Witness, ~~Ex Officio~~ Alice J. Duck Clerk of said Court, this 20th day of Jan. A. D., 1953. ISSUED _____ day of _____ A. D. 194__

ATTEST:

Alice J. Duck Clerk.

946 907

Circuit Court, Baldwin County

No. 2021½

Dr. Nathan Blass

VS. } GARNISHMENT ON JUDGMENT

Haskel Britzman

125/21 Jas Byrne Restaurant Garnishee

Issued 20th day of Jan 1954

Returnable _____ day of _____ 194__

Attorney.

Moore Printing Co., Bay Minette, Ala.

Received _____ Day of _____ 19__
and on 25th Day of Jan 1954
I served a copy of the within Garn
on Jas Byrne Restaurant
by service on Jas Byrne - Owner

W. H. HOLCOMBE, Sheriff
By W. H. Holcombe Deputy

NOTICE TO DEFENDANT OF GARNISHMENT

BT—1-42—300

STATE OF ALABAMA,
BALDWIN COUNTY

TO Haskell Gritzman, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of Dr. Nathan Blass, Plaintiff, versus Haskell Gritzman, Defendant, now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Joe Byrnes Restaurant has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 20th day of January, 1954.

Clerk of the Circuit Court.

EXECUTED

This 25th day of Jan 1954

by serving a copy of the within on

Haiskel Gritzman

W. H. HOLCOMBE, Sheriff
Mobile County, Ala.

By: W. H. Ferguson D.S.

NOTICE 407

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Dr. Nathan Blass

Plaintiff

VS.

Haskell Gritzman

Defendant

NOTICE TO DEFENDANT OF GARNISHMENT BT—1-42—300

STATE OF ALABAMA,
BALDWIN COUNTY

TO Haskel Gritzman, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of Dr. Nathan Blass, Plaintiff, versus Haskel Gritzman, Defendant, now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Old Spanish Fort Inn has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4th day of November, 1953.

Alice J. Hencke
Clerk of the Circuit Court.

Received in [illegible]
this 5 day of Nov, 1953
TAYLOR WILKINS, Sheriff

ceived ____ day of ____ 19__
d on 11 day of Nov. 1953
erved a copy of the within ____

service on Haskel Gritzman

TAYLOR WILKINS, Sheriff
By W F Hall D. S.

M 2021 ½

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Haskel Gritzman

Dr. NATHAN BLASS
Plaintiff

VS.

HASKEL GRITZMAN

Defendant

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

_____TERM, 19____

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular August Term, 19 53, of the Circuit Court of Baldwin County, to-wit: On the 3rd day of August, 19 53, being a regular day of said term, Dr. Nathan Blass

recovered judgment against Haskel Gritzman

for the sum of (161.66) One hundred sixty-one and 66/100 Dollars, and cost of suit, and affidavit having been made by Forrest E. Short that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Old Spanish Fort Inn

has or is believed to have in their possession, or under their control money or effects belonging to said defendant Haskel Gritzman or that they is, or is believed to be indebted to said defendant Haskel Gritzman or to be liable to them, or to one of them 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.

You Are Therefore Hereby Commanded to Summon

Old Spanish Fort Inn

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the_____Monday in_____A. D. 19_____, then and there within the three first days of the term, to answer on oath, whether at the time of the service of the garnishment, or at the time making their answer, or at any time intervening the time of serving the garnishment, and making the answer they was were indebted to said defendant Haskel Gritzman and whether they will not be indebted in future to said defendant Haskel Gritzman by a contract then existing, and whether by a contract then existing they is, or are, liable to said defendants 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 they has not in their possession or under their control money or effects belonging to the defendant Haskel Gritzman

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this ~~23th~~ 4th day of November, A.D., 19 53

Issued_____day of_____A. D., 19____.

ATTEST:

Alice J. Duck, Clerk.

Received in Sheriff's Office
this 5 day of Nov, 1953
TAYLOR WILKINS, Sheriff

eceived 5 day of Nov 1953
d on 11 day of Nov. 1953
served a copy of the within
George Fuller
y service on
TAYLOR WILKINS, Sheriff
By W H Hall

RECORDED

Circuit Court, Baldwin County

No. 2021½

Dr. NATHAN BLASS

VS. } Garnishment On Judgment

HASKEL GRITZMAN

Old Spanish Fort Inn,
Garnishee

Issued 4th day of Nov 19 53

Returnable _____ day of _____ 19____

_____
Attorney

Printed by Moore Ptg. Co.

1505

November 25th, 1953.

Hon. A. Whiting
First Natl. Bank Bldg.
Mobile, Ala.

RE: Dr. Nathan Blass
vs
HASKELL Gritzman

Dear Sir:

Since writing you in reference to the garnishment in the above styled cause, the sheriff has made his return saying the garnishment was served Nov. 11th, 1953, also notice to the defendant.

Mr. Fuller who is owner or manager of Old Spanish Fort Inn writes me that Haskell Gritzman is not employed at his place of business.

Very truly yours,

Clerk, Circuit Court.

COPY

2021

November 27th, 1973.

Mr. A. Stanley
First Natl. Bank Bldg.
Mobile, Ala.

RE: Dr. Hetman Blaze
vs
RAMSEL Gardenens

Dear Sir:

Since writing you in reference to the garnishment in the above styled cause, the plaintiff has made his returns saying the garnishment was served Nov. 14th, 1973, also notice to the defendant.

Mr. Fuller who is owner or manager of Old Spanish Fort Inn notices me that Ramsell Gardenens is not employed at his place of business.

Very truly yours,

Clerk, Circuit Court.

The State of Alabama)
Mobile County.)

Personally appeared before me, George A. Moore, Notary Public in and for said County Forrest E. Short, who being duly sworn, deposes and saith that Dr. Nathan Blass on the 3rd day of August, 1953, in the Circuit Court of Baldwin County in the State of Alabama recovered a judgment against Haskel Gritzman for the sum of One hundred, sixty-one and 66/100 dollars and the further sum of Ten and 5/100 dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Old Spanish Fort Inc. has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that they are believed to be indebted to the defendant, or are to be liable to Haskel Gritzman 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.

Forrest E. Short

Forrest E. Short, Associate Counsel
for the Plaintiff.

Sworn to and subscribed before me
this 25th day of August, 1953

George A. Moore

Notary Public, Mobile County, Alabama

RECORDED

FILED

AUG 26 1953

ALICE J. DUCK, Clerk