DR. JAMES D. MANGER,	)	IN THE CIRCUIT C	COURT OF BALDWIN
PLAINTIFF	)	COUNTY, ALABAMA.	AT LAW.
-VS-	,		
HASKEL GRITZMAN,	)	370 0000	
DEFENDANT.	,	NO. 2093	•

NOW comes the Plaintiff, by A. S. Whiting, his attorney-of-record and shows unto the Court that heretofore and on October 13, 1953, due service of process was had and perfected on Haskel Gritzman, the defendant abovenamed; that more than thirty days has elapsed since the date of the service of process upon said defendant; that the defendant has failed to appear, demur or plead to the complaint 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 this complaint herein and forming the basis of this suit and prays the judgment of this Court in favor of the plaintiff for the principal amount of said note in the sum of \$70.00 plus interest thereon from May 12, 1953 in the amount of \$2.80, plus a reasonable attorney's fee, as provided by said note in the amount of \$25.00, aggregating the sum of \$97.80, with waiver of exemptions as to personal property, together with the costs of this suit, for which let execution issue.

Dated this 18th day of November, A. D., 1953.

A. S. WHITING, ATTORNEY FOR PLAINTIFF.

RECORDED

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DR. JA	ames d. Man	iger,	)	THE OTROUTE COURSE OF BATTME	<b>ፕ</b> ኢየ
		Plaintiff,	)	IN THE CIRCUIT COURT OF BALDW	TIN
	-vs-	,	)	COUNTY, ALABAMA. AT LAW.	
Haske]	l Gritzman,	,	)	CASE NO.	
		Defendant.	)	CASE NU.	

## COUNT ONE.

Plaintiff claims of the defendant, the sum of \$70.00 due by the defendant to the plaintiff by promissory note, dated May 12, 1953, made by the defendant payable to the order of the plaintiff on or before four months after date, which said sum with the interest thereon is still unpaid. And plaintiff avers that so far as the debt is concerned the defendant by said note waived all right of exemption of personal property under the laws and Constitution of the State of Alabama.

## COUNT TWO.

Plaintiff further claims of the defendant, a reasonable attorneys as provided by the note set out and described in Count One hereof, which plaintiff avers is the sum of \$25.00.

A. S. WHITING, ATTORYEY FOR PLAINTIFF.
708-9 Annex, First National Bank Bldg.,
Mobile, Ala.

Note: The defendant is said to be employed as a cook at the Spanish Fort Restaurant, Spanish Fort, Alabama.

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You Are Hereby Commanded to Summon-

CIRCUIT COURT, BALDWIN COUNTY

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TO ANY	SHERIFF	OF	THE	STATE	OF	ALABAMA
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to appear and plead, answer or demur, within thirty	days from the service hereof, to the complaint file
the Circuit Court of Baldwin County, State of Alab	ama, at Bay Minette, against
Haskel Gritzmen	, Defendant
by James D.	
	, Plaintiff
Witness my hand thisdahda	y of <u>September</u> 19.53

Haskal Gritzman

Coop of Spanise Front	
No. 200 CORDED Page	Defendant lives at
THE STATE OF ALABAMA BALDWIN COUNTY	
CIRCUIT COURT	RECEIVED IN OFFICE
Dr. James D. Manger	1 22,19 53
	Myllo William, Sheriff
Plaintiffs	I have executed this summons
vs. Haskel Gritzman	this
Defendants	Jalaspel Gulzman
SUMMONS and COMPLAINT	
Filed 2-19-53 ,19	
Much Duck , Clerk	
Plaintiff's Attorney	Janua Wilham Sheriff
Defendant's Attorney	14 19 a C Deputy Sheriff

ALMUR S. WHITING ATTORNEY AT LAW ANNEX, FIRST NATIONAL BANK BUILDING TELEPHONES: SUITE 708-9 OFFICE: 2-3604 MOBILE 6, ALABAMA RESIDENCE: 6-6226 FORREST E. SHORT P. O. BOX 988 ASSOCIATE COUNSEL Sept. 18, 1953. Hon. Alice J. Duck, Clerk of Circuit Court, Bay Minette, Ala. Dear Mrs. Duck:-Enclosed herewith please find suit papers in the case of Dr. James D. Manger against Haskel Gritzman. Would you please let process issue to the Sheriff and advise me when service has been had, so that I may know when to ask the court for a default judgment in the event the defendant should not appear and defend the suit. Thanking you for your courtesy in the premises, I beg to remain, Yours respectfully,

2093

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Haskel Gritymun

9.19-5-3

## 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

Nov. 18, 1953.

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

Dear Mrs. Duck:

Re: Docket No. 2093. Dr. James. D. Manger Vs. Haskel Gritzman.

I enclose herewith motion for judgment in the above matter by default, together with my check to your order for \$1.00 for use by you when the judgment has been rendered, in issuing and recording a certificate of judgment.

Please be so kind as to advise me of the date when Judge Hall grants the judgment so that I may keep track of the date when execution should issue.

Yours truly,

ASW/e Enc. 1.

## 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

Jan. 20, 1954.

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

Dear Mrs. Duck:

Re: Case No. 2093-Law.
Dr. James B. Manger vs. Haskel Gritzmen.

Enclosed please find garnishment papers in the above matter for service on Joe Byrne, trading as Joe Byrne's Restaurant, New Highway 90, Mobile County, Ala.

Please issue the necessary process to Sheriff Wilkins at once so that he may channel the papers through the Mobile County Sheriff for prompt service on the garnishee.

ASW/e

Yours truly.

2093/2

The Stat	vin County	<b>7</b>		REGULAR	T	erm, <b>153.</b>
To any She	eriff of the	State of	Alabama,	Greeting:	.·	
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Byw. H. Horeyes ₩. Ţ このこのの話はい 195x

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Circuit Court,	Baldwin	County	
No. 2093	Vy		
DR. JAMES D. N	ANGER, Pla	intiff,	
VS.   Garnishm	ent On Ju	dgment	
HASKEL GRITZMAN	, Defendan	t.	:
JOE BYRNE, d/b/ New Highway 90.	a BYRNE'S Mobile, A	REST <b>AIR</b> A la.,	M
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Returnable day	<i>V</i>		-

Printed by Moore Ptg. Co.

Attorney

STATE OF ALABAMA)
COUNTY OF MOBILE)

A. S. Whiting, having been first duly sworn, saith that he is Attorney of Record for Dr. James D. Manger, and as such and with due authority, makes this affidavit for and on his behalf; that said Dr. James D. Manger, on to-wit: November 19, 1953, recovered a judgment, in Case No.2093 on the Civil Law Docket of the Circuit Court for Baldwin County, Alabama, in his favor and against Haskel Gritzman, Defendant, in the sum of \$97.80 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 and 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 property or on a

Subscribed and sworn to before me this 20th day of January, 1954.

contract for the payment of money.

Notary Public, Mobile County, Ala.

2093/2 RECORDED Dr. James W. Manger Haskel Crityman for Byrne Westament Germines Garnishment

FILED -

WICE J. DUCK, Clerk

TATE OF ALABAMA,	No. 2093/	
ALDWIN COUNTY		
TO HASKEL GRITZMAN	, Defendant:	
O TRACE THE TALL AND THE TALL A		
	DR. JAMES D. MANGER	, Plaintiff
versus HASKEL GRITZMAN		•
	•	
now pending in the Circuit Court of Baldwin County,  JOE BYRNE, d/b/a JOE BYRNE'S RESTANDANT  ha S been named as Garnishee		
JOE BYRNE, d/b/a JOE BYRNE'S RESTANRANT		

Clerk of the Circuit Court.

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	Received in Charles Office this I day of 1954 TAYLOR WILKINS, Sheriff	RECORDINATION 20
		TO DEFENDANT OF GARNISHMENT
		ВУ
		CLERK OF CIRCUIT COURT
		BALDWIN COUNTY, ALABAMA
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	A CONTROL AND	DRJAMES D MANDER
		•
		Plaintiff
		vs.
		HASKEL GRITZMAN
	EXECUTED	
	This 25 day of Joy 1954	
	by serving a copy of the within on	
-	W.H. HOLCOMBE Sheriff Mobile County, Ala.	Defendant
	By:W-N. Gergusoros.	Joe Byrne, d/b/a JOE BYRNE'S RESTAURANT, GARNISHEE.
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