

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. McDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III

October 8, 1971

Mrs. Eunice Blackmon, Clerk
Circuit Court of Baldwin County
Baldwin County Court House
Bay Minette, Alabama 36507

Re: The First National Bank of Mobile
v. Fowler and Ritz Jewelers, Inc.
Case No. 9718
Our File: LEB 11230

Dear Eunice:

Enclosed is the plaintiff's answers to interrogatories. Please file this appropriately.

Yours very truly,


For the Firm

LEB/mlly

Enc.

cc: J. Connor Owens, Jr., Esq.

THE FIRST NATIONAL BANK OF : IN THE CIRCUIT COURT
MOBILE, a corporation, :
Plaintiff, : OF BALDWIN COUNTY,
 : ALABAMA
v. :
 : AT LAW
GEORGE T. FOWLER and RITZ :
JEWELERS, INC., a corpora- :
tion, jointly and severally, :
Defendants. : CASE NO. 9718

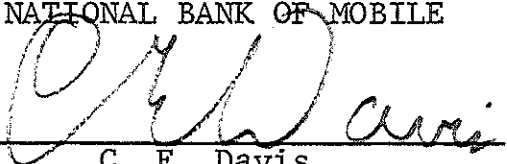
PLAINTIFF'S ANSWERS TO INTERROGATORIES

Comes now the plaintiff and for answer to the inter-
rogatories propounded by the defendant George T. Fowler says
as follows:

1. C. E. Davis.
2. Senior Vice President.
3. Attached.
4. There was no written application for the loan.
5. The previous notes were returned to the maker.
6. Original note, Edward S. Sledge; renewal note, John D. Terrell; the note upon which this suit is based, C. E. Davis.
7. The only such documents which the plaintiff has are the attached notes and customer liability ledgers for the defendants.
8. To the plaintiff's knowledge the proceeds of the loan were not disbursed by cashier's check.

THE FIRST NATIONAL BANK OF MOBILE

By: _____


C. E. Davis

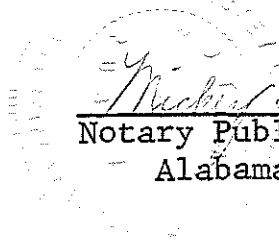
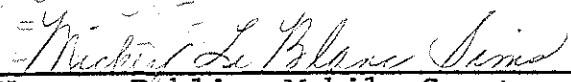
STATE OF ALABAMA:
COUNTY OF MOBILE:


Before me, the undersigned authority in and for said
County, in said State, personally appeared C. E. Davis, who,
being by me first duly sworn, doth depose and say that the

foregoing answers to interrogatories are true and correct.


C. E. Davis

SUBSCRIBED and SWORN TO before me
on this 8th day of October,
1971.



Notary Public, Mobile County,
Alabama


Attorney for Plaintiff
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I, Louis E. Braswell, hereby certify that a true and correct copy of the foregoing answers to interrogatories has been served upon Wilson Hayes, Esquire, Attorney for the Defendants, by depositing same in the United States mail, postage prepaid, addressed to him at his office in Bay Minette, Alabama, on this the 8 day of October, 1971.


FILED

OCT 11 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

6247688

NAME

ADDRESS

RITZ JEWELERS INC BUSINESS
328 FAIRHOPE AVE
FAIRHOPE ALAFIRST NATIONAL BANK
MOBILE ALABAMA
CUSTOMER'S LIABILITY LEDGER

SHEET NO.

/ 8 383 00



POSTING DATE	NOTE NUMBER OLD NEW	MAKER	ENDORSE OR COLLATERAL	DATE OF NOTE	DUE DATE	NEW NOTE DEBIT	RATE	DISC.	PROCEEDS	OLD NOTE CREDIT	BALANCES TIME DEMAND	TOTAL LIABILITY
SEP 2 65	74,922	RITZ JEWELERS INC	GEORGE FOWLER	SEP 2 65 12-1		10,151.70	6ESS	151.70	10,000.00		10,151.70 *	10,151.70
DEC 3 65	74,922	PAID ON NOTE	GEORGE FOWLER							151.70	10,000.00 *	10,000.00
DEC 6 65	79,995	RITZ JEWELERS INC	GEORGE FOWLER	DEC 1 65 12-31		10,050.00	6ESS	50.00	10,000.00	10,000.00	10,050.00 *	10,050.00
JAN 4 66	79,995	718 RITZ JEWELERS INC	GEORGE FOWLER	DEC 31 65 3-31		10,150.00	6ESS	150.00	10,000.00	10,050.00	10,150.00 *	10,150.00
APR 1	718	5,315 RITZ JEWELERS INC	GEORGE FOWLER	MAR 31 66 2-29		10,150.00	6ESS	150.00	10,000.00	10,150.00	10,150.00 *	10,150.00
JUN 6 66	8,751	RITZ JEWELERS INC	GEORGE FOWLER	JUN 6 66 6-6-67		37,235.00	6ESS	135.00	35,000.00		47,285.00 *	47,285.00
JUN 30 66	5,315	10,137 RITZ JEWELERS INC	GEORGE FOWLER	JUN 29 66 9-27		5,075.00	6ESS	75.00	5,000.00	10,150.00	42,210.00 *	42,210.00
SEP 1 66	8,751	CLOSES NOTE	GEORGE FOWLER					REB 1621.67		37,135.00	5,075.00 *	5,075.00
OCT 3 66	10,137	15,245 RITZ JEWELERS INC		SEP 27 66 12-28		5,076.67	6ESS	76.67	5,000.00	5,075.00	5,076.67 *	5,076.67
DEC 28 66	15,245	20,233 RITZ JEWELERS INC	GEO FOWLER	DEC 28 66 3-28		4,065.00	6ESS	35.00	4,000.00	5,076.67	4,065.00 *	4,065.00
APR 10 67	20,233	26,181 RITZ JEWELERS INC	GEORGE FOWLER	MAR 28 67 6-26		4,065.00	6ESS	35.00	4,000.00	4,065.00	4,065.00 *	4,065.00
APR 13 67	26,431	RITZ JEWELERS INC	GEORGE FOWLER	APR 13 67 6-26		10,135.42	6ESS	135.42	10,000.00		14,200.42 *	14,200.42
JUN 26 67	26,431		RENEWS NOTE							10,135.42		
JUN 26 67	26,181	27,435 RITZ JEWELERS INC	GEO FOWLER	JUN 26 67 9-27		14,235.08	6ESS	35.08	14,000.00	4,065.00	14,235.08 *	14,235.08
SEP 27 67	27,435	2,163 RITZ JEWELERS INC	GEORGE FOWLER	SEP 27 67 12-26		14,227.50	6ESS	27.50	14,000.00	14,235.08	14,227.50 *	14,227.50
DEC 26 67	2,163	6,964 RITZ JEWELERS INC	GEORGE FOWLER	DEC 26 67 3-18-68		13,194.82	6JDT	194.82	13,000.00	14,227.50	13,194.82 *	13,194.82
MAR 21 68	6,964	11,492 RITZ JEWELERS INC	GEORGE FOWLER	MAR 18 68 5-17-68		13,151.67	7JDT	151.67	13,000.00	13,194.82	13,151.67 *	13,151.67
MAY 17 68	11,492	14,585 RITZ JEWELERS INC	GEORGE FOWLER	MAY 17 68 6-17-68		13,078.36	7JDT	78.36	13,000.00	13,151.67	13,078.36 *	13,078.36
JUN 18 68	14,585	16,108 RITZ JEWELERS INC	GEORGE FOWLER	JUN 17 68 6-19-68		8,604.12	7JDT	104.12	8,500.00	13,078.36	8,604.12 *	8,604.12
SEP 20 68	16,108		ACC INT					47.91				
SEP 20 68	16,108	20,708 RITZ JEWELERS INC	GEORGE FOWLER	SEP 20 68 12-19		7,735.07	7JDT	133.04	7,602.03	8,604.12	7,735.07 *	7,735.07
JAN 3 69	20,708	25,892 RITZ JEWELERS INC	GEORGE FOWLER									
JAN 3 69	20,708	25,892 RITZ JEWELERS INC	GEORGE FOWLER	DEC 19 68 3-19-69		7,735.07	7JDT	133.04	7,602.03	7,735.07	7,735.07 *	7,735.07
APR 18 69	25,892		CHARGED RESERVE AGAINST LOANS							7,734.07	1.00 *	1.00
NOV 4 70	25,892		CHARGED OFF							1.00	0.00 *	0.00

129 CLO

GEORGE T FOWLER
P O BOX 777 FAIRHOPE

FIRST NATIONAL BANK
MOBILE, ALABAMA
CUSTOMER'S LIABILITY LEDGER

SHEET NO.

NAME		ADDRESS		BUSINESS												BALANCES		TOTAL LIABILITY
POSTING DATE	NOTE NUMBER OLD NEW	MAKER	ENDORSE OR COLLATERAL	DATE OF NOTE	DUE DATE	NEW NOTE DEBIT	RATE	DISC.	PROCEEDS	OLD NOTE CREDIT	BALANCES							
											TIME	DEMAND						
											17,517.47		17,517.47					
APR 20 64	43,525, 48,790,	GEORGE T FOWLER	STOCK	APR 6 64	7-6-64	2,690.09	6HDDH 40.09		2,650.00	2,690.19	17,517.37 S		17,517.37					
APR 23 64	48,993,	GEORGE T FOWLER		APR 20 64	7-20-64	253.79	6HDDH 3.79		250.00		17,771.16 S		17,771.16					
APR 24 64	46,749, 49,044,	GEORGE T FOWLER	SEC BY NOTE	APR 24 64	6-8-64	12,925.58	6ESS 98.30		12,827.28	14,827.28	15,869.46 S		15,869.46					
JUN 16 64	49,044, 46,749,																	
JUN 16 64	49,044, 51,397,	GEORGE T FOWLER		JUN 16 64	9-10-64	13,028.23	6HDDH 00.23		12,827.28	12,925.58	15,972.11 S		15,972.11					
JUN 22 64	51,921,	GEORGE T FOWLER																
JUN 22 64	51,921,	GEORGE T FOWLER	STOCK	JUN 22 64	9-21-64	1,039.73	6ESS 15.53		1,024.20		17,011.84 S		17,011.84					
JUL 6 64	48,790, 52,566,	GEORGE T FOWLER	CLOSES NOTE	JUL 6 64	10-5-64	2,690.19	6ESS 40.19		2,650.00	2,690.09	17,011.94 S		17,011.94					
JUL 22 64	48,993,		PAID ON NOTE							253.79	16,758.15 S		16,758.15					
SEP 11 64	51,697,									4,000.00	12,758.15 *		12,758.15					
SEP 15 64	51,697, 56,190,	GEORGE T FOWLER		SEP 15 64	12-9-	9,028.23	6ESS 35.42		9,028.23	9,028.23	12,893.57 *		12,893.57					
SEP 22 64	51,921, 56,624,	GEORGE T FOWLER		SEP 22 64	12-22	1,039.90	6ESS 15.70		1,024.20	1,039.73	12,893.74 *		12,893.74					
OCT 5 64	52,566, 57,280,	GEORGE T FOWLER	STOCK	OCT 5 64	1-4	2,690.19	6ESS 40.19		2,650.00	2,690.19	12,893.74 *		12,893.74					
OCT 20 64	58,107,	GEORGE T FOWLER		OCT 20 64	1-18	5,075.83	6ESS 75.83		5,000.00		17,969.57 *		17,969.57					
NOV 10 64	59,189,	GEORGE T FOWLER		NOV 10 64	2-10	5,077.50	6ESS 77.50		5,000.00		23,047.07 *		23,047.07					
DEC 9 64	56,190, 60,717,	GEORGE T FOWLER		DEC 9 64	1-8-65	9,038.37	6ESS		0.00									
DEC 9 64	56,190, 60,717,	GEORGE T FOWLER		DEC 9 64	1-8-65	9,073.37	6ESS 45.14		9,028.23	9,163.65	22,956.79 *		22,956.79					
DEC 20 64	56,624, 61,650,	GEORGE R FOWLER	STOCK	DEC 22 64	3-22	1,015.00	6ESS 15.00		1,000.00	1,039.90	22,931.89 *		22,931.89					
JAN 4 65	57,280, 61,961,	GEORGE T FOWLER		JAN 4 65	4-5	2,335.00	6HDDH 35.00		2,300.00	2,690.19	22,576.70 *		22,576.70					
JAN 8 65	60,717, 62,336,	GEORGE T FOWLER		JAN 8 65	2-8	9,074.87	6ESS 46.64		9,028.23	9,073.37	22,578.20 *		22,578.20					
JAN 18 65	58,107, 62,852,	GEORGE T FOWLER		JAN 18 65	4-20	5,076.67	6HDDH 76.67		5,000.00	5,075.83	22,579.04 *		22,579.04					
FEB 16 65	59,189, 64,486,	GEORGE T FOWLER		FEB 16 65	5-13	5,076.67	6ESS 76.67		5,000.00	5,077.50								
FEB 16 65	62,336, 64,487,	GEORGE T FOWLER		FEB 16 65	3-8	9,070.36	6ESS 42.70		9,027.66	9,074.87	22,573.70 *		22,573.70					
MAR 9 65	64,487, 65,537,	GEORGE T FOWLER	STOCK	MAR 9 65	6-8	9,166.66	6ESS 38.43		9,028.23	9,070.36	22,670.00 *		22,670.00					
MAR 23 65	61,650, 66,286,	GEORGE T FOWLER	CLOSES NOTE	MAR 22 65	6-22	1,015.33	6ESS 15.33		1,000.00	1,015.00	22,670.33 *		22,670.33					
APR 8 65	61,961,									2,335.00	20,335.33 *		20,335.33					
APR 23 65	62,852, 68,116,	GEORGE T FOWLER	NOTE	APR 20 65	7-22	5,077.50	6HDDH 77.50		5,000.00	5,076.67	20,336.16 *		20,336.16					
MAY 4 65	68,626,	GEORGE T FOWLER		MAY 4 65	8-2	2,842.50	6HDDH 42.50		2,800.00		23,178.66 *		23,178.66					
MAY 13 65	64,486, 69,125,	GEORGE T FOWLER	NOTE	MAY 13 65	8-11	5,075.00	6ESS 75.00		5,000.00	5,076.67	23,176.99 *		23,176.99					
JUN 8 65	65,537, 70,444,	GEORGE T FOWLER		JUN 8 65	9-8	4,230.54	6ESS 63.88		4,166.66	9,166.66	18,240.87 *		18,240.87					
JUN 16 65	70,930,	GEORGE T FOWLER		JUN 16 65	9-13	1,391.48	6ESS 21.00		1,370.48		19,632.35 *		19,632.35					
JUN 23 65	66,286, 71,296,	GEORGE T FOWLER		JUN 22 65	9-20	1,015.00	6ESS 15.00		1,000.00	1,015.33	19,632.02 *		19,632.02					
JUL 14 65	70,444,		CLOSES NOTE							4,230.54	15,401.48 *		15,401.48					
JUL 26 65	68,116,		RENEWS NOTE							5,077.50								
JUL 26 65	69,126,		RENEWS NOTE							5,075.00								
JUL 26 65	70,930,		RENEWS NOTE							1,391.48								
JUL 26 65	68,626,		RENEWS NOTE							2,842.50								
JUL 26 65	71,296,									1,015.00								
JUL 26 65	73,005,	GEORGE T FOWLER		JUL 26 65	10-25	21,319.50	6ESS 19.50		21,000.00		21,319.50 *		21,319.50					
OCT 26 65	77,921,	GEORGE T FOWLER		OCT 25 65	1-24	21,318.50	6ESS 18.50		21,000.00	21,319.50	21,318.50 *		21,318.50					
NOV 8 65	78,405,	GEORGE T FOWLER		NOV 8 65	11-17	4,210.25	6ESS 10.25		4,100.00		25,428.75 *		25,428.75					

NAME
ADDRESSGEORGE T FOWLER
9 SUMMIT ST
FAIRHOPE ALA

BUSINESS

MOBILE, ALABAMA
CUSTOMER'S LIABILITY LEDGER

SHEET NO.

POSTING DATE	NOTE NUMBER		MAKER	ENDORSE OR COLLATERAL	DATE OF NOTE	DUE DATE	NEW NOTE DEBIT	RATE	DISC.	PROCEEDS	OLD NOTE CREDIT	BALANCES		TOTAL LIABILITY
	OLD	NEW										TIME	DEMAND	
NOV 10 65												25,428.75 *		25,428.75
NOV 10 65	78,405	79,194	GEORGE T FOWLER		NOV 17 65	12-1	3,668.79	6ESS	8.54	3,660.25	4,110.25	24,987.29 *		24,987.29
DEC 2 65	79,194	79,859	GEORGE T FOWLER		DEC 1 65	12-31	3,678.55	6ESS	18.30	3,660.25	3,668.79	24,997.05 *		24,997.05
DEC 6 65		79,988	GEORGE T FOWLER		DEC 6 65	3-8	7,514.70	6ESS	14.70	7,400.00		32,511.75 *		32,511.75
JAN 4 66	79,859	719	GEORGE T FOWLER		DEC 31 65	1-31	3,015.50	6ESS	15.50	3,000.00	3,678.55	31,848.70 *		31,848.70
JAN 25 66	77,921	1,823	GEORGE T FOWLER		JAN 24 66	4-25	21,318.50	6ESS	18.50	21,000.00	21,318.50	31,848.70 *		31,848.70
JAN 31	719	2,105	GEORGE T FOWLER		JAN 31	3-2	2,512.50	6ESS	12.50	2,500.00	3,015.50	31,345.70 *		31,345.70
MAR 4 66	2,105	3,809	GEORGE T FOWLER		MAR 2 66	5-31	2,233.00	6ESS	33.00	2,200.00	2,512.50	31,066.20 *		31,066.20
MAR 15 66	79,988	4,396	GEORGE T FOWLER		MAR 8 66	6-6	7,511.00	6ESS	11.00	7,400.00	7,514.70	31,062.50 *		31,062.50
APR 25 66	1,823	6,610	GEORGE T FOWLER		APR 25 66	7-27	20,310.00	6ESS	10.00	20,000.00	21,318.50	30,054.00 *		30,054.00
MAY 31 66	3,809	8,420	GEORGE T FOWLER		MAY 31 66	8-29	1,522.50	6ESS	22.50	1,500.00	2,233.00	29,343.50 *		29,343.50
JUN 9 66	4,396	9,000	GEORGE T FOWLER		JUN 6 66	9-6	5,990.47	6ESS	90.47	5,900.00	7,511.00	27,822.97 *		27,822.97
JUL 27 66	6,610	11,594	GEORGE T FOWLER		JUL 27 66	10-25	20,300.00	6ESS	00.00	20,000.00	20,310.00	27,812.97 *		27,812.97
AUG 30 66	8,420			CLOS ES NOTE							1,522.50	26,290.47 *		26,290.47
SEP 6 66	9,000	13,646	GEORGE T FOWLER		SEP 6 66	12-5	5,988.50	6ESS	88.50	5,900.00	5,990.47	26,288.50 *		26,288.50
OCT 10 66	11,594			P AID ON NOTE							5,300.00	20,988.50 *		20,988.50
OCT 25 66	11,594	16,572	GEORGE T FOWLER		OCT 25 66	1-23	15,243.75	6ESS	13.75	15,000.00	15,000.00	21,232.25 *		21,232.25
NOV 10 66		17,567	GEORGE T FOWLER	STOCK	NOV 10 66	2-8	3,049.29	6ESS	19.29	3,000.00		24,281.54 *		24,281.54
DEC 8 66	13,646	19,070	GEORGE T FOWLER		DEC 5 66	3-6	5,988.50	6ESS	88.50	5,900.00	5,988.50	24,281.54 *		24,281.54
JAN 12 67		21,182	GEORGE T FOWLER		JAN 12 67	12-1	5,018.96	6ESS	18.96	5,000.00		29,300.50 *		29,300.50
JAN 23 67	16,572	21,734	GEO T FOWLER		JAN 23 67	14-25	15,249.18	6ESS	19.18	15,000.00	15,243.75	29,305.93 *		29,305.93
JAN 26 67		22,001	GEO T & BOBBYE K FOWLER	MTG	JAN 26 67	1-26-68	3,228.75	7ESS	28.75	3,000.00		32,534.68 *		32,534.68
JAN 31 67		22,254	GEO T FOWLER	NOTE	JAN 31 67	3-21	5,041.67	7ESS	41.67	5,000.00		37,576.35 *		37,576.35
FEB 2 67	22,254			XXXXXX INT ADJ			6.94		6.94	0.00		37,583.29 *		37,583.29
FEB 3 67	21,182			CLOS ES NOTE							5,018.96	32,564.33 *		32,564.33
FEB 16 67	17,567			CLOS ES NO TE							3,049.29	29,515.04 *		29,515.04
MAR 6 67	19,070	24,045	GEO T FOWLER		MAR 6 67	6-5	5,590.34	6ESS	90.34	5,500.00	5,988.50	29,116.88 *		29,116.88
MAR 21 67	22,254	25,043	GEORGE T FOWLER	NOTE	MAR 21 67	6-19	4,984.33	7ESS	85.72	4,898.61	5,048.61	29,052.60 *		29,052.60
APR 25 67	21,734	27,171	GEORGE T FOWLER		APR 25 67	7-25	15,246.46	6ESS	16.46	15,000.00	15,249.18	29,049.88 *		29,049.88
JUN 8 67	24,045	29,597	GEORGE T FOWLER		JUN 5 67	9-5	5,591.37	6ESS	91.37	5,500.00	5,590.34	29,050.91 *		29,050.91

NAME
ADDRESSGEO T FOWLER
9 SUMMIT ST FAIRHOPE ALA 68 997 10FIRST NATIONAL BANK
MOBILE, ALABAMA
CUSTOMER'S LIABILITY LEDGER

SHEET NO.

POSTING DATE	NOTE NUMBER		MAKER	ENDORSE OR COLLATERAL	DATE OF NOTE	DUE DATE	NEW NOTE DEBIT	RATE	DISC.	PROCEEDS	OLD NOTE CREDIT	BALANCES		TOTAL LIABILITY
	OLD	NEW										TIME	DEMAND	
JUN 27 67												29,050.91 *		29,050.91
JUN 27 67	25,043,	27,522,	GEORGE T FOWLER	NOTE	JUN 19 67	9-19	4,986.23	7ESS	87.62	4,898.61	4,984.33	29,052.81 *		29,052.81
JUL 7 67	28,031,		GEORGE T FOWLER	STOCK	JUL 16 67	10-5	25,442.36	7ESS	42.36	25,000.00		54,495.17 *		54,495.17
JUL 25 67	27,171,	28,896,	GEORGE T FOWLER		JUL 25 67	9-25	15,167.92	62ESS	57.92	15,000.00	15,246.46	54,416.63 *		54,416.63
SEP 5 67	29,597,	895,	GEORGE T FOWLER		SEP 5 67	12-6	5,083.06	62ESS	3.06	5,000.00	5,591.37	53,908.32 *		53,908.32
SEP 19 67	27,522,	1,671,	GEORGE T FOWLER ✓	NOTE	SEP 19 67	12-18	4,984.33 ✓	7ESS	85.72	4,898.61	4,986.23	53,906.42 *		53,906.42
SEP 25 67	28,896,	1,988,	GEORGE T FOWLER		SEP 25 67	11-24	15,162.50 ✓	62ESS	32.50	15,000.00	15,167.92	53,901.00 *		53,901.00
OCT 5 67	28,031,	2,567,	GEORGE T FOWLER	STOCK	OCT 5 67	11-4-68	20,350.00 ✓	7ESS	50.00	20,000.00	25,442.36	48,808.64 *		48,808.64
OCT 9 67	2,567,		INT ADJ				3.89		3.89	0.00		48,812.53 *		48,812.53
NOV 28 67	1,938,	5,524,	GEORGE T FOWLER ✓		NOV 24 67	12-26	15,086.66 ✓	62ESS	86.66	15,000.00	15,162.50 ✓	48,736.69 *		48,736.69
DEC 6 67	2,567,			CLOSES NOTE							20,353.89 ✓	28,382.80 *		28,382.80
DEC 6 67	895,	5,951,	GEORGE T FOWLER ✓		DEC 6 67	12-29	5,020.76 ✓	62ESS	20.76	5,000.00	5,083.06	28,320.50 *		28,320.50
DEC 18 67	1,671,	6,630,	GEORGE T FOWLER	NOTE	DEC 18 67	3-18-68	5,072.53	7JDT	88.20	4,984.33	4,984.33	28,408.70 *		28,408.70
DEC 18 67	5,524,	6,629,	GEORGE T FOWLER		DEC 18 67	3-18-68	20,405.67	62JDT	29.84	20,075.83	15,086.66			
DEC 18 67	5,951,			RENEWS NOTE							5,020.76	28,706.95 *		28,706.95
FEB 9 68	22,001,			ACCURED INT										
FEB 9 68	22,001,			CLOSES NOTE						8.75				
FEB 14 68	6,629,			PAID ON NOTE							3,228.75	25,478.20 *		25,478.20
FEB 19 68	6,629,		REVERSING PAYMENT				558.71			558.71		558.71	24,919.49 *	24,919.49
MAR 19 68	6,629,	11,412,	GEORGE T FOWLER		MAR 18 68	5-17-68	20,310.04	7JDT	234.21	20,075.83	20,405.67	25,382.57 *		25,382.57
APR 16 68	11,412,			PAID ON NOTE							60.80			
APR 16 68	66,300,	12,889,	GEORGE T FOWLER	NOTE	MAR 11 68	4-19-68	4,115.30	7JDT	30.97	4,084.33	5,072.53	24,364.54 *		24,364.54
MAY 17 68	11,412,	14,582,	GEORGE T FOWLER		MAY 16 68	6-17-68	20,196.84	7JDT	121.01	20,075.83	20,310.04	24,251.34 *		24,251.34
JUN 18 68	14,582,	16,105,	GEORGE T FOWLER		JUN 17 68	8-19-68	20,317.83	7JDT	42.00	20,075.83	20,196.84	24,372.33 *		24,372.33
JUN 24 68	12,889,			ACCURED INT							45.86			
JUN 24 68	12,889,	16,363,	GEO T FOWLER	NOTE	JUN 17 68	8-19	4,072.61	7JDT	49.28	4,023.33	4,054.50	24,390.44 *		24,390.44
SEP 20 68	16,363,			ACC INT						22.69				
SEP 20 68	16,363,			CLOSES NOTE										
SEP 20 68	16,105,			ACC INT							4,072.61			
SEP 20 68	16,105,	20,702,	GEORGE T FOWLER		SEP 20 68	12-19	20,788.68	7JDT	57.54	20,431.14				
											20,317.83	20,788.68 *		20,788.68

NAME _____

ADDRESS

GEO T FOVLER

P O BOX A T FAIRHURST LA 36532

FIRST NATIONAL BANK

MOBILE, ALABAMA

CUSTOMER'S LIABILITY LEDGER

SHEET NO.

[illegible]

FILE

OCT 11 1977

1/13/1
EUNICE B. BLACKMON CIRCUIT CLERK

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, AT IAW

CASE NO. 33369 - HOCKLANDER

9718

HAND, ARENDALL, BEDSOLE,
GREAVES & JOHNSTON
BY: Louis E. Braswell

THE FIRST NATIONAL BANK OF MOBILE, a National Banking
Association

N.J.

VS. Suit for \$7,602.03 due by promissory note
(WAIVER)

WILSON HAYES
Attorney at Law
Box 300
Bay Minette, Alabama 36507

GEORGE T. FOWLER and RITZ JEWELERS, INC., a Corporation,
jointly and severally

JURY

FILED
MAR 1 1971
EUNICE B. BLACKMON
CIRCUIT CLERK

PLEADINGS, PROCESS, ETC, * FILING DATE *

1. Complaint & Summons * 10-14-70 *

2. Plea in Abatement * 11-20-70 *
(George Fowler) *

3. Plea in Abatement * 11-20-70 *
(Ritz Jewelers) *

4. Demand for Jury Trial * 11-20-70 *

5. Demurrer (Pltff) * 11-25-70 *

6. Demurrer (Pltff) * 11-25-70 *

7. Amendment to Plea in * 12-11-70 *
Abatement (Ritz Jewelers)

8. Demurrer (Pltff) * 12-17-70 *

* C & S served on Geo. T. Fowler, Ritz Jewelers, Inc., on October 30, 1970 by service
* on above.

* Plaintiff's demurrer filed November 25, 1970 to Defendant, George T. Fowler's
* Plea in Abatement.

* Feb. 25, 1971 - Demurrer Overruled. /s/ Joseph M. Hocklander 42-576

* Plaintiff's demurrer filed November 25, 1970 to Defendant, Ritz Jewelers, Inc's
* Plea in Abatement.

* Feb. 25, 1971 - Demurrer Overruled. /s/ Joseph M. Hocklander 42-576

* Plaintiff's demurrer filed December 17, 1970 to Amended Plea in Abatement of
* Defendant, Ritz Jewelers, Inc.

* Feb. 25, 1971 - Demurrer Overruled. /s/ Joseph M. Hocklander 42-576

* Feb. 25, 1971 - Plea in Abatement sustained, and Case ordered transferred
* to the Circuit Court of Baldwin County, Alabama.

/s/ Joseph M. Hocklander 42-576

I, JOHN E. MANDEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above
is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court.

In Witness whereof I have hereunto set my hand and attached my Official Seal as such Clerk of said Court at Mobile, Mobile
County, Alabama, on this the 25th day of February 1971.


John E. Mandeville Clerk

THE FIRST NATIONAL BANK	§	IN THE CIRCUIT COURT OF
OF MOBILE, a national		
banking association,	§	MOBILE COUNTY,
Plaintiff	§	ALABAMA
vs.	§	AT LAW
GEORGE T. FOWLER and	§	
RITZ JEWELERS, INC, a		
corporation, jointly and	§	
severally,		
Defendants.	§	CASE NO. <u>33369</u>
	§	

COMPLAINT

COUNT ONE

The plaintiff claims of the defendants, jointly and severally, the sum of SEVEN THOUSAND SIX HUNDRED TWO AND 03/100 (\$7,602.03) DOLLARS, due by promissory note made by the defendant Ritz Jewelers, Inc., a corporation, and endorsed by the defendant George T. Fowler on, to-wit, the nineteenth day of December, 1968, and payable on, to-wit, the nineteenth day of March, 1969, with interest thereon. The defendant George T. Fowler, as an endorser of said note, severally guaranteed and agreed to pay the note, to pay the interest thereon as therein provided, to pay all costs of collection including a reasonable attorney's fee, and to be bound by all of the provisions of the note, and said defendant waived all rights of exemption under the constitution and laws of Alabama. The plaintiff further claims of each defendant a reasonable attorney's fee, for which the note provides


Attorney for Plaintiff
First National Bank Building
Mobile, Alabama

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

The defendant Ritz Jewelers, Inc., a corporation, may be served by serving George T. Fowler, its president, other head thereof, or agent. Mr. Fowler, for service upon himself, individually, and for service upon the corporate defendant, may be served at Apartment 101, Chateau Royale, 207 Mobile Street, Fairhope, Alabama.

STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED IN

OCT 14 9 37 AM '70


Clerk

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

GEORGE T. FOWLER and RITZ JEWELERS, INC., a corporation, jointly and
severally

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of

THE FIRST NATIONAL BANK OF MOBILE, a National Banking Association

WITNESS: John E. Mandeville, Clerk of said Court, this 14th day of October, 19 70

Attest: John E. Mandeville
Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____

by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

Mail
(2)

No. 33369 - H

JUDGE _____ DOCKET _____

CIVIL DIVISION

CIRCUIT COURT
MOBILE COUNTY

The First National Bank of
Mobile, etc.

VS. } Complaint and Summons

George T. Fowler and Ritz
Jewelers, Inc., etc.

Issued 14th day of October, 1970

Defendant's Address
George T. Fowler
Ritz Jewelers, Inc., etc. (by
service on George T. Fowler,
the corp's President)
Apartment 101
Chateau Royale
207 Mobile Street
Fairhope, Alabama

LOUIS E. BRASWELL
Plaintiff's Attorney

Sheriff claims 140 miles at
Ten Cents per mile Total \$ 14.00
TAYLOR WILKINS, Sheriff
20012
DEPUTY SHERIFF

RECEIVED
MOBILE COUNTY
CLERK
OCT 14 1970

Received 19 day of Oct 1970
and on 30 day of Oct 1970
I served a copy of the within 248
on Ritz Jewelers Inc.
Ritz Jewelers Inc.
1400000

By service on Above
TAYLOR WILKINS, Sheriff
By 107 - Brock D.S.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

November 19, 1970

Clerk, Circuit Court
Mobile County
Mobile, Alabama

Re: The First National Bank of Mobile
Vs. George T. Fowler and Ritz Jewelers
Case #33369

Dear Sir:

Enclosed please find Pleas in Abatement and
Jury Demand in the above styled case.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Encs.

THE FIRST NATIONAL BANK
OF MOBILE, a national
banking association,

Plaintiff,

Vs.

GEORGE T. FOWLER and
RITZ JEWELERS, INC. a
Corporation, jointly and
severally,

Defendants.

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IN THE CIRCUIT COURT OF

MOBILE COUNTY, ALABAMA

AT LAW

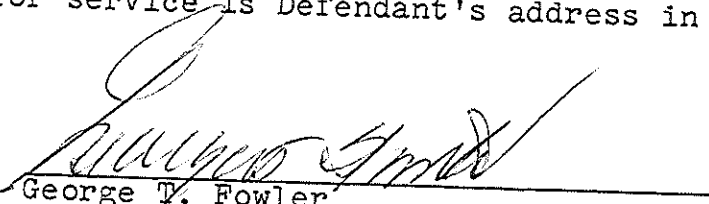
NUMBER: 33369

PLEA IN ABATEMENT

Comes now Defendant, George T. Fowler, in the above styled cause and makes his appearance in this cause specially and only for the purpose of making the following plea:

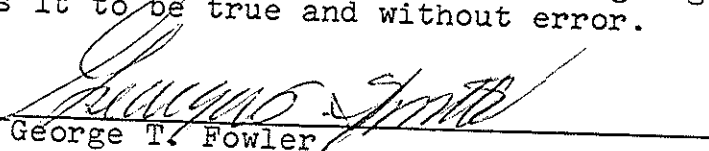
1. Plaintiff ought not to have and maintain the above styled cause for that Defendant is now and was at the time of the filing of this cause a resident citizen of Baldwin County, Alabama.

2. Plaintiff ought not to have and maintain its suit in the above styled cause for that Defendant resides in Fairhope, Baldwin County, Alabama and that Plaintiff well knows this fact, that the said address given for service is Defendant's address in Baldwin County, Alabama.

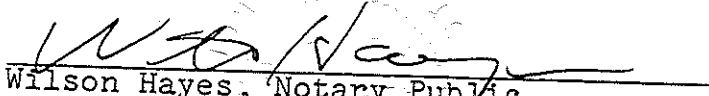

George T. Fowler

STATE OF ALABAMA
BALDWIN COUNTY

Before me, Wilson Hayes, personally appeared George T. Fowler, a Defendant in the above styled cause who, being known to me and being duly sworn deposes and says he has read the foregoing plea in its entirety and knows it to be true and without error.


George T. Fowler

Sworn to and subscribed before me this the 18th day of November, 1970.

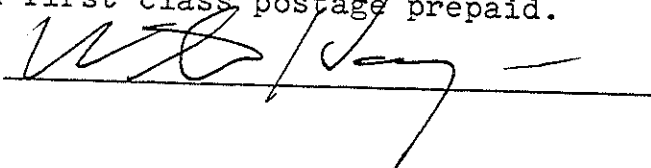

Wilson Hayes, Notary Public
State of Alabama, at Large
Commission expires: 4-17-74

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 18th day of November 1970, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.

NOV 20 8 47 AM '70


J. H. Marshall
Clerk


Wilson Hayes

THE FIRST NATIONAL BANK
OF MOBILE, a national
banking association,

Plaintiff,

Vs.

GEORGE T. FOWLER and
RITZ JEWELERS, INC. a
Corporation, jointly and
severally,

Defendants.

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§

IN THE CIRCUIT COURT OF

MOBILE COUNTY, ALABAMA

AT LAW

NUMBER: 33369

PLEA IN ABATEMENT

Comes now Defendant, Ritz Jewelers, Inc., in the above
styled cause and makes appearance in this cause specially and
only for the purpose of making the following plea:

1. That said Defendant is not domiciled in the County
of Mobile, Alabama.
2. That the said Defendant does not do business in
Mobile County, Alabama.
3. That the Defendant was not doing business in Mobile
County, Alabama at the time this cause of action arose.
4. That Defendant did business in Baldwin County,
Alabama at the time this cause of action arose.

Wilson Hayes
Wilson Hayes
Attorney for Defendant

STATE OF ALABAMA
BALDWIN COUNTY

Before me, Mary C. Stiers, personally appeared Wilson
Hayes, who is known to me and who being by me first duly sworn
to speak the truth, deposes and says he has read the foregoing
plea and knows the facts therein stated are true to the best of
his information and belief.

Wilson Hayes
Wilson Hayes

Sworn to and subscribed before me this the 18 day of
November, 1970.

Mary C. Stiers
Mary C. Stiers, Notary Public
Baldwin County, Alabama
Commission Expires: 1-9-74

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 18 day of Nov,
1970, served a copy of the foregoing pleading on counsel for all
Parties to this proceeding by mailing the same by United States
Mail, properly addressed, with first class postage prepaid.

Nov 20 9 47 AM '70

Richard H. Hester
CLERK

Wilson Hayes

THE FIRST NATIONAL BANK
OF MOBILE, a national
banking association,

Plaintiff,

Vs.

GEORGE T. FOWLER and
RITZ JEWELERS, INC. a
Corporation, jointly and
severally,

Defendants.

Comes now Defendants in the above styled cause and
demands trial by jury.

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IN THE CIRCUIT COURT OF

MOBILE COUNTY, ALABAMA

AT LAW

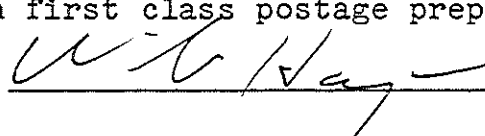
NUMBER: 33369


Wilson Hayes

Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 18 day of Nov,
1970, served a copy of the foregoing pleading on counsel for all
Parties to this proceeding by mailing the same by United States
Mail, properly addressed, with first class postage prepaid.



STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

Nov 23 8 09 AM '70


CLERK

THE FIRST NATIONAL BANK	:	IN THE CIRCUIT COURT OF
OF MOBILE, a national	:	
banking association,	:	MOBILE COUNTY,
	:	
Plaintiff,	:	ALABAMA
	:	
vs.	:	AT LAW
	:	
GEORGE T. FOWLER and	:	
RITZ JEWELERS, INC., a	:	
corporation, jointly and	:	
severally,	:	
	:	
Defendants.	:	CASE NO. 33369 - <i>AK</i>

PLAINTIFF'S DEMURRER
TO GEORGE T. FOWLER'S PLEA IN ABATEMENT

Comes now the plaintiff and demurs to the separate and several pleas in abatement filed herein by George T. Fowler by assigning the following separate and several grounds of demurrer, separately and severally:

1. Said plea contains no statement of facts.
2. Said plea contains conclusions.
3. The allegations concerning residence are not statements of fact as to residence but are set forth in the statement which asserts that plaintiff "ought not to have and maintain" the suit.
4. The allegations concerning residence are not statements of fact as to residence but are set forth in the statement which asserts the conclusion that the plaintiff "ought not to have and maintain" the suit.
5. Said plea fails to make any averments concerning the defendant Ritz Jewelers, Inc.
6. Said plea fails to make any averments concerning the significant facts as to venue with regard to the defendant Ritz Jewelers, Inc.
7. Said plea does not aver the facts necessary to negative proper venue as to the defendant Ritz Jewelers, Inc.

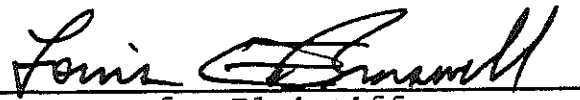
8. Said plea fails to allege facts showing that venue is not proper as to one of the defendants, namely Ritz Jewelers, Inc.

9. For aught that appears, venue is proper as to the defendant Ritz Jewelers, Inc.

10. Said plea fails to aver that George T. Fowler has a permanent residence within the State of Alabama.

11. Said plea is without merit because the defendant George T. Fowler has made a general appearance.

12. Said plea is without merit because the defendant George T. Fowler has made a general appearance by filing a demand for trial by jury.



Attorney for Plaintiff
First National Bank Building
Mobile, Alabama

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I, Louis E. Braswell, attorney for the plaintiff, hereby certify that a true and correct copy of the foregoing demurrer has been served upon the attorney for the defendants, Wilson Hayes, Esq., by mailing a copy of the same to him at his office, in Bay Minette, Alabama, postage prepaid, on this 24 day of November, 1970.



STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED IN

Nov 25 4 13 PM '70



CLERK

THE FIRST NATIONAL BANK	:	IN THE CIRCUIT COURT OF
OF MOBILE, a national	:	
banking association,	:	MOBILE COUNTY,
	:	
Plaintiff,	:	ALABAMA
	:	
vs.	:	AT LAW
	:	
GEORGE T. FOWLER and	:	
RITZ JEWELERS, INC., a	:	
corporation, jointly and	:	
severally,	:	
	:	
Defendants.	:	CASE NO. 33369 - <i>H</i>

PLAINTIFF'S DEMURRER
TO PLEA IN ABATEMENT OF RITZ JEWELERS, INC.

Comes now the plaintiff and demurs to the separate and several pleas in abatement filed herein by Ritz Jewelers, Inc., by assigning the following separate and several grounds of demurrer, separately and severally:

1. Said plea contains conclusions.
2. Said plea fails to make any averments concerning the defendant George T. Fowler.
3. Said plea fails to make any averments concerning the significant facts as to venue with regard to the defendant George T. Fowler.
4. Said plea does not aver the facts necessary to negative proper venue as to the defendant George T. Fowler.
5. Said plea fails to allege facts showing that venue is not proper as to one of the defendants, namely George T. Fowler.
6. For aught that appears, venue is proper as to the defendant George T. Fowler.
7. Said plea is without merit because the defendant, Ritz Jewelers, Inc., has made a general appearance.
8. Said plea is without merit because the defendant Ritz Jewelers, Inc., has made a general appearance by filing a demand for trial by jury.

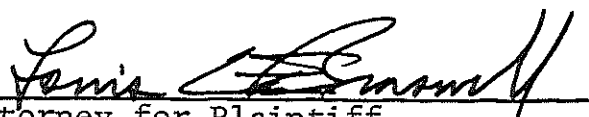
9. Said plea is defective because it fails to aver whether Ritz Jewelers, Inc., is a foreign or a domestic corporation.

10. For aught that appears Ritz Jewelers, Inc., is a domestic corporation which was doing business in Mobile County, Alabama, by agent at the time the cause of action arose.

11. The affidavit is insufficient.

12. The affidavit is insufficient in that it fails to state that the facts are true and correct.

13. The affidavit is insufficient in that it fails to state that the facts are true and correct but states only that the facts are true to the best of the affiant's information and belief.



Attorney for Plaintiff
First National Bank Building
Mobile, Alabama

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I, Louis E. Braswell, attorney for the plaintiff, hereby certify that a true and correct copy of the foregoing demurrer has been served upon the attorney for the defendants, Wilson Hayes, Esq., by mailing a copy of the same to him at his office, in Bay Minette, Alabama, postage prepaid, on this 24 day of November, 1970.



STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

Nov 25 4 13 PM '70


CLERK

THE FIRST NATIONAL BANK
OF MOBILE, a national
banking association,

Plaintiff,

Vs.

GEORGE T. FOWLER and
RITZ JEWELERS, INC. a
Corporation, jointly and
severally,

Defendants.

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IN THE CIRCUIT COURT OF

MOBILE COUNTY, ALABAMA

AT LAW

NUMBER: 33369

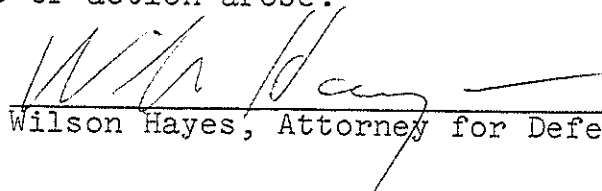
AMENDMENT TO PLEA IN ABATEMENT

Comes now Defendant, Ritz Jewelers, Inc., in the above
styled cause and amends the Plea in Abatement to read as follows:

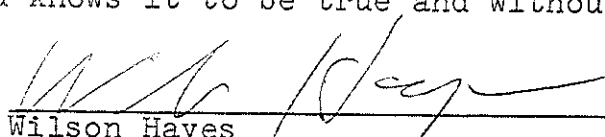
Comes now Defendant, Ritz Jewelers, Inc., in the above
styled cause and makes appearance in this cause specially and
only for the purpose of making the following plea:

1. That said Defendant is not domiciled in the County
of Mobile, Alabama.
2. That the said Defendant does not do business in
Mobile County, Alabama.
3. That the Defendant was not doing business in Mobile
County, Alabama at the time this cause of action arose.
4. That Defendant did business in Baldwin County,
Alabama at the time this cause of action arose.


STATE OF ALABAMA
BALDWIN COUNTY


Wilson Hayes, Attorney for Defendant

Before me, Mary C. Stiers, this day personally appeared
Wilson Hayes, who is known to me and who being by me first duly
sworn to speak the truth, deposes and says he has read the fore-
going plea in its entirety and knows it to be true and without
error.


Wilson Hayes

Sworn to and subscribed before me this this 10th day of
December, 1970.


Mary C. Stiers, Notary Public
Commission expires 1-9-74

STATE OF ALA. MOBILE CO.
COUNTY TIME FLEETING
FILED BY

DEC 11 10 42 AM '70


J. H. McAdams

THE FIRST NATIONAL BANK	:	IN THE CIRCUIT COURT OF
OF MOBILE, a national	:	MOBILE COUNTY,
banking association,	:	ALABAMA
Plaintiff,	:	
vs.	:	AT LAW
GEORGE T. FOWLER and	:	
RITZ JEWELERS, INC., a	:	
corporation, jointly and	:	
severally,	:	
Defendants.	:	CASE NO. 33369 - 74

PLAINTIFF'S DEMURRER TO AMENDMENT
TO PLEA IN ABATEMENT OF RITZ JEWELERS, INC.

Comes now the plaintiff and demurs to the separate and several pleas in abatement filed herein by Ritz Jewelers, Inc., by assigning the following separate and several grounds of demurrer, separately and severally:


1. Said plea contains conclusions.
2. Said plea fails to make any averments concerning the defendant George T. Fowler.
3. Said plea fails to make any averments concerning the significant facts as to venue with regard to the defendant George T. Fowler.
4. Said plea does not aver the facts necessary to negative proper venue as to the defendant George T. Fowler.
5. Said plea fails to allege facts showing that venue is not proper as to one of the defendants, namely George T. Fowler.
6. For aught that appears, venue is proper as to the defendant George T. Fowler.
7. Said plea is without merit because the defendant, Ritz Jewelers, Inc., has made a general appearance.

8. Said plea is without merit because the defendant Ritz Jewelers, Inc., has made a general appearance by filing a demand for trial by jury.

9. Said plea is defective because it fails to aver whether Ritz Jewelers, Inc., is a foreign or a domestic corporation.

10. For aught that appears Ritz Jewelers, Inc., is a domestic corporation which was doing business in Mobile County, Alabama, by agent at the time the cause of action arose.

11. The affidavit is insufficient.



Attorney for Plaintiff
First National Bank Building
Mobile, Alabama

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I, Louis E. Braswell, attorney for the plaintiff, hereby certify that a true and correct copy of the foregoing demurrer has been served upon the attorney for the defendants, Wilson Hayes, Esq., by mailing a copy of the same to him at his office, in Bay Minette, Alabama, postage prepaid, on this 16 day of December, 1970.



STATE OF ALABAMA
CLERK OF DISTRICT COURT
MOBILE COUNTY
DEC 17 4 51 PM '70
CLERK

THURSDAY, FEBRUARY 25, 1971

THE FIRST NATIONAL BANK
OF MOBILE, a national
Banking Association

Plaintiff,

vs.

GEORGE T. FOWLER and
RITZ JEWELERS, INC., a
corporation, jointly and
severally,

Defendants.

:

:

:

:

:

:

:

IN THE CIRCUIT COURT

OF MOBILE COUNTY,

ALABAMA

AT LAW

CASE NO. 33369 - HOCKLANDER

ORDER TRANSFERRING CASE TO CIRCUIT
COURT OF BALDWIN COUNTY

This cause now comes on for consideration on the Defendants' pleas in abatement and on the Plaintiff's demurrers to the pleas in abatement, and the Plaintiff having consented to the overruling of the demurrers to the pleas in abatement and to the sustaining of the pleas in abatement, IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that the Plaintiff's demurrers to the Defendants' pleas in abatement be and are hereby overruled, that the Defendants' pleas in abatement be and are hereby sustained, and that the case shall be transferred by the Clerk, under the authority of Title 7, Section 64 (1) and (2), Code of Alabama 1940, as last amended, to the Circuit Court of Baldwin County, Alabama.

Done at Mobile, Alabama, this 25th day of February,
1971.

/s/ JOSEPH M. HOCKLANDER
Circuit Judge

Minute Book 42

Page 576

STATE OF ALABAMA, }
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

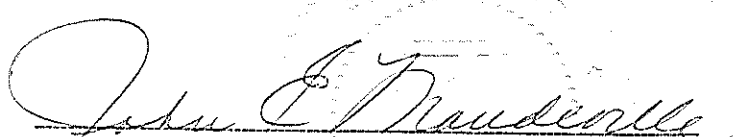
I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of _____
ORDER OF COURT

as rendered by the said Circuit Court on the 25th day of February, 1971, in the cause
entitled No. 33369 - THE FIRST NATIONAL BANK OF MOBILE, a National
Banking Association, Plaintiff,
— versus — GEORGE T. FOWLER and RITZ JEWELERS, INC., a corporation,
Jointly and severally

Defendant, (~~TOGETHER WITH THE CORPORATION UNKNOWN~~), as the same remains of record in this office in
Minute Book No. 42, Page No. 576.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 25th day of February, 1971.

ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

JOHN E. MANDEVILLE, Clerk

THE FIRST NATIONAL BANK OF MOBILE, A Corporation, § IN THE CIRCUIT COURT OF

Plaintiff, § BALDWIN COUNTY, ALABAMA

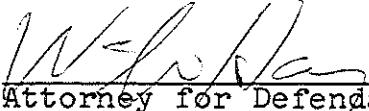
Vs. § AT LAW

GEORGE T. FOWLER and RITZ JEWELERS, INC., a Corporation, jointly and severally, §

Defendants. § NUMBER: 9718

Comes now Defendant, George T. Fowler, in the above styled cause and desiring the testimony of the Plaintiff, propounds the following interrogatories, to be answered by the Plaintiff under oath:

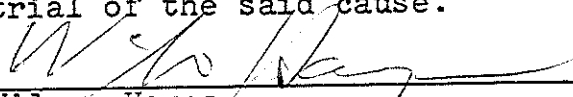
1. State the name of the person answering these interrogatories.
2. What is your position with Plaintiff?
3. Attach a legible copy of the note, the foundation of the suit.
4. Attach a copy of the application for the loan.
5. Attach a copy of any note or notes of which the note in this suit is a renewal or replacement.
6. State the name of the officer or employee or officers or employees of the bank who approved the alleged note and loan to Defendants.
7. Attach a copy of all loan transactions between Defendants and Plaintiff up to and including the date of the filing of this suit, including copies of the note, security instrument, loan application, name of officer or employee approving loan and the date and method of repayment, if any.
8. If the proceeds from any note or loan above noted were disbursed by Cashiers Check, attach a copy of the Cashiers Check showing endorsement.



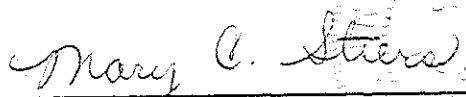
Attorney for Defendant
Wilson Hayes

STATE OF ALABAMA
BALDWIN COUNTY

Before me, Mary C. Stiers, a Notary Public in and for said County in said State, personally appeared Wilson Hayes, who being known to me, stated under oath that he is the Attorney for Defendant, George T. Fowler, in this case; that the answers to the foregoing interrogatories when well and truly made will be material evidence for the said Defendant on the trial of the said cause.


Wilson Hayes

Sworn to and subscribed to before me this the 23rd day
of August, 1971.


Mary C. Stiers, Notary Public
Baldwin County, Alabama

FILED

AUG 23 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

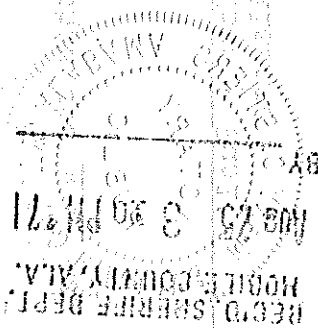
Wain 9718 8862 I
Baldwin Co

The First National
Bank of Mobile
a corp. ↑

vs. Dr. & Mr. Rutledge & Mrs.
George T. Fowler et al

AUG 24 1971

DAYTON, OHIO



serve Plt - Mobile

For the State of Alabama, ss. I, the undersigned, do hereby certify that the within and on the 25th day of August, 1971, I served a copy of the within on First National Bank.

by service on Mr. Rutledge, Credit Mgr.

RAY D. BRIDGES, Sheriff
By Mr. W. W. W. W. W. S.

THE FIRST NATIONAL BANK OF : IN THE CIRCUIT COURT OF
MOBILE, a corporation, :
Plaintiff, : BALDWIN COUNTY, ALABAMA,
v. : AT LAW
GEORGE T. FOWLER and RITZ :
JEWELERS, INC., a corpora- :
tion, jointly and severally, :
Defendants. : CASE NO. 9718

AMENDED COMPLAINT

The plaintiff hereby amends its complaint to read as follows:

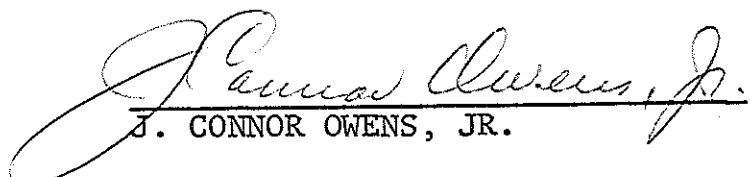
COUNT ONE

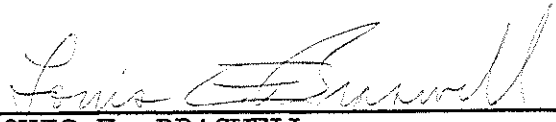
The plaintiff claims of the defendants, jointly and severally, the sum of SEVEN THOUSAND SIX HUNDRED TWO AND 03/-100 (\$7,602.03) DOLLARS, due by promissory note executed by the defendant Ritz Jewelers, Inc., a corporation, on, to-wit, the 19th day of December, 1968, and payable to the order of plaintiff on the 19th day of March, 1969, with interest from date, which note was before delivery thereof endorsed by George T. Fowler, the other defendant in this cause.

Plaintiff further avers that in and by said note, and as a part thereof, and by the endorsement thereof, the defendants agreed in writing to waive demand, protest and notice of protest, and all requirements necessary to hold defendants liable as maker and endorser of said note.

Plaintiff further avers that the defendants in writing in said note waived all rights of exemption under the Constitution and laws of Alabama.

Plaintiff further claims of each defendant a reasonable attorney's fee for which the note provides.


J. CONNOR OWENS, JR.



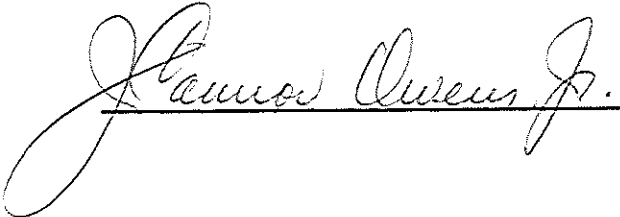
LOUIS E. BRASWELL
Attorneys for Plaintiff
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this amended complaint has been served upon Wilson Hayes, Esquire, Attorney for the Defendants, by mailing the same to him at his office, postage prepaid, on this 30 day of August, 1971.



FILED

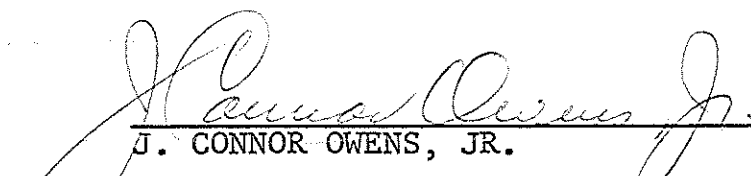

AUG 30 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

THE FIRST NATIONAL BANK OF	:	IN THE CIRCUIT COURT
MOBILE, a corporation,	:	
	:	
Plaintiff,	:	OF BALDWIN COUNTY,
	:	
vs.	:	
	:	ALABAMA
GEORGE T. FOWLER and RITZ	:	
JEWELERS, INC., a corpora-	:	AT LAW
tion, jointly and severally,	:	
	:	
Defendants.	:	CASE NO. <u>9718</u>

AMENDED COMPLAINT

The Plaintiff claims of the Defendants, jointly and severally, the sum of SEVEN THOUSAND SIX HUNDRED TWO AND 03/-100 (\$7,602.03) DOLLARS, due by promissory note made by the Defendant Ritz Jewelers, Inc., a corporation, and endorsed by the Defendant George T. Fowler on, to-wit, the nineteenth day of December, 1968, and payable on, to-wit, the nineteenth day of March, 1969, with interest thereon. The Defendant George T. Fowler, as an endorser of said note, severally guaranteed and agreed to pay the note, to pay the interest thereon as therein provided, to pay all costs of collection including a reasonable attorney's fee, and to be bound by all of the provisions of the note, and said Defendant waived all rights of exemption under the Constitution and laws of Alabama. The Plaintiff further claims of each Defendant a reasonable attorney's fee, for which the note provides.


J. CONNOR OWENS, JR.

LOUIS E. BRASWELL
 Attorneys for Plaintiff
 First National Bank Building
 Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this amended complaint has been served upon Wilson Hayes, Esquire, Attorney for the Defendants, by mailing the same to him at his office, postage prepaid, on this 27 day of March, 1971.

Eunice B. Blackmon, Jr.

FILED

MAR 23 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

8126

THE FIRST NATIONAL BANK OF
MOBILE, A Corporation,

Plaintiff,

Vs.

GEORGE T. FOWLER and RITZ
JEWELERS, INC., a Corpor-
ation, jointly and severally,

Defendants.

§

IN THE CIRCUIT COURT OF

§

BALDWIN COUNTY, ALABAMA

§

AT LAW

§

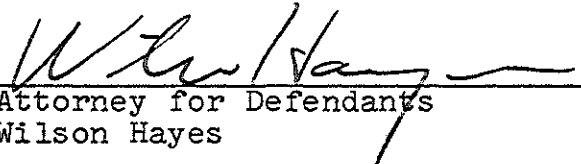
NUMBER: 9718

§

DEMURRER

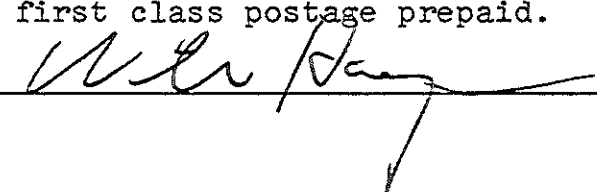
Comes now Defendants by their Attorney, Wilson Hayes, and demur to the complaint and separately and severally file the following separate and several demurrers:

1. There is a misjoinder of parties in the complaint.
2. There is a misjoinder of parties Defendant.
3. The Plaintiff fails to aver that the alleged endorser of the alleged note, one of the Defendants, has had notice of dishonor of the said note.


Attorney for Defendants
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 20th day of May, 1971, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED

MAY 21 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

WILSON HAYES
LAWYER
P. O. BOX 300
BAY MINETTE, ALABAMA
36507

TELEPHONE 937-5506

May 20, 1971

Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507


Re: First Nat'l Bank Vs.
George T. Fowler, et al
Case #9718 & 9719

Dear Eunice:

Please file the enclosed answer in Case #9719
and Demurrer in Case #9718.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Encs.

THE FIRST NATIONAL BANK
OF MOBILE, a national
banking association,

Plaintiff,

Vs.

GEORGE T. FOWLER and RITZ
JEWELERS, INC., a Corporation,
jointly and severally,

Defendants.


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

MOBILE CASE #33369
BALDWIN CASE # 9718

PLEA IN ABATEMENT

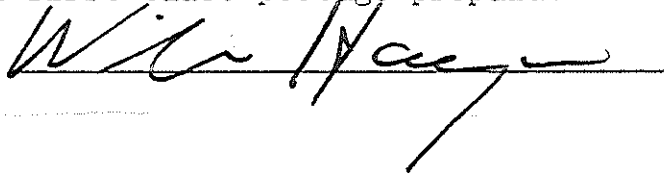
Comes now Defendants in the above styled cause and moves
the Court to abate the said action against Defendants and for
grounds says as follows:

1. It does not appear in what capacity Plaintiff sues.
2. It does not appear that Plaintiff is an unincorporated
association.
3. It does not appear whether Plaintiff is an unincorp-
orated association or a corporate association.
4. It does not appear whether Plaintiff is a partnership,
unincorporated association or corporation.


Attorney for Defendant
Wilson Hayes
P. O. Box 300
Bay Minette, Alabama 36507

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 8TH day of March
1971, served a copy of the foregoing pleading on counsel for all
Parties to this proceeding by mailing the same by United States
Mail, properly addressed, with first class postage prepaid.



FILED

MAR 9 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

March 8, 1971

Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Re: First National Bank of Mobile Vs.
George T. Fowler, et al
Mobile Case Numbers 33369 & 33370

Dear Eunice:

Please file the enclosed pleas in abatement
in the above styled cause.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

cc: Mr. Louis E. Braswell

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR-FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

March 16, 1971

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. MCDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III

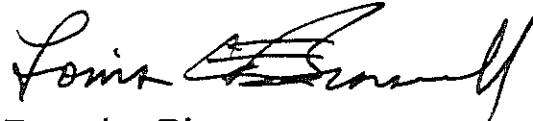
Mrs. Eunice Blackmon, Clerk
Circuit Court of Baldwin County
Baldwin County Court House
Bay Minette, Alabama 36507

Re: The First National Bank of Mobile vs.
George T. Fowler and Ritz Jewelers, Inc.
The First National Bank of Mobile vs.
George T. Fowler

Dear Eunice:

Enclosed are the originals of a demurrer to the plea
in abatement which I wish to file in each of the cases. Please
mark your records to indicate that the plaintiff has associated
Connor Owens as one of its attorneys.

Yours very truly,



For the Firm

LEB/mlly

cc: J. Connor Owens, Jr., Esq.

THE FIRST NATIONAL BANK : IN THE CIRCUIT COURT
OF MOBILE, a national :
banking association, : OF BALDWIN COUNTY,

Plaintiff, : ALABAMA

vs. : AT LAW

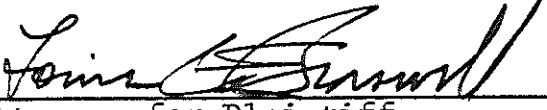
GEORGE T. FOWLER and :
RITZ JEWELERS, INC., a :
corporation, jointly and :
severally, :

Defendants. : CASE NO. 9718

DEMURRER TO PLEA IN ABATEMENT

Comes now the Plaintiff and demurs to the plea in abatement filed herein by the Defendants, and separately and severally to each plea thereof, by assigning the following grounds of demurrer, separately and severally:

1. Said plea does not set forth an appropriate matter in abatement.
2. Said plea is not legally sufficient.
3. Said plea does not constitute grounds for abatement.
4. Said plea is insufficient as a matter of law.



Attorney for Plaintiff
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I, Louis E. Braswell, attorney for the plaintiff, hereby certify that a true and correct copy of the foregoing demurrer to plea in abatement has been served upon the attorney for the defendants, Wilson Hayes, Esq., by mailing a copy

of the same to him at his office in Bay Minette, Alabama, postage prepaid, on this 16 day of March, 1971.

Lois E. Brown

FILED

MAR 18 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
DAHLBERG BUILDING
P. O. BOX 729
BAY MINETTE, ALABAMA 36507

March 5, 1971

TELEPHONE NO. 937-4661

Mrs. Eunice B. Blackmon
Clerk of Circuit Court
Bay Minette, Alabama

Subject: The First National Bank of Mobile
vs. George T. Fowler 9719

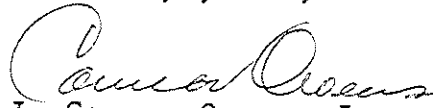
The First National Bank of Mobile
vs. George T. Fowler and Ritz Jewelers, Inc. 9718

Dear Eunice:

In the above styled cases which have been transferred from the Circuit Court of Mobile County to this County, please enter my name on the docket as one of the attorneys for the plaintiff in these cases.

Thank you for your aid and consideration in this matter.

Sincerely yours,


J. Connor Owens, Jr.

JCO:am

7224
9036-
7975

12-6-66

7602.03

First National Bank
Mobile, Alabama

No. _____

Mobile, Ala., DECEMBER 19, 1968

NINETY DAYS AFTER DATE, WITHOUT GRACE, WE PROMISE TO PAY TO THE ORDER OF

The First National Bank of Mobile, Mobile, Alabama \$ 7,602.03

SEVEN THOUSAND SIX HUNDRED TWO AND 03/100 - - - - - DOLLARS

WITH INTEREST PAYABLE at the FIRST NATIONAL BANK, Mobile, Alabama. 7735.07

Each party hereto, whether maker, endorser, surety or guarantor, each, for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated hereon; (c) in all events, this note shall bear interest at the rate of eight per centum per annum from maturity until paid; (d) that upon (1) failure to pay when due and sum under this note, (2) the making of any representation to Bank which is incorrect in any material respect when made, (3) acceleration of the due date of any obligation of the undersigned to Bank or any other creditor for the payment of money prior to the expressed maturity date thereof, (4) the undersigned making an assignment for the benefit of creditors, (5) failure to pay any debt when it matures, (6) commencement of any bankruptcy, insolvency, receivership, reorganization, arrangement, dissolution or liquidation proceedings by or against the undersigned or any endorser, surety or guarantor for the undersigned, (7) the death, termination of existence or incompetency of the undersigned, or (8) the holder of this note deeming itself insecure, the entire indebtedness evidenced hereby shall become due and payable immediately, at the option of the holder hereof, without notice; (e) no failure to exercise and no delays in exercising any right hereunder shall operate as a waiver thereof as to any subsequent default; (f) 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. Each party hereto waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and each severally waives demand, presentment, protest, suit, and all other requirements necessary to hold each of them.

Address W P.O. BOX A.T. 13309 RITZ JEWELERS, INC. (SEAL)
FATHOPE, ALA. 36532 BY August 7, 1968 (SEAL)
Due 3-17-69

Form 7 Re 67A

Each of the undersigned endorses, severally, guarantees and agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated hereon; (c) to pay interest thereon, from the date of maturity, at the rate of eight per centum per annum until paid; (d) 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; (e) to be bound by all of the provisions of this note; (f) that payment of this note may be extended in whole or in part and the provision thereof modified, at any time, without notice to and without affecting or releasing the liability of the undersigned; and (g) severally waives all rights of exemption under the constitution and laws of Alabama or any other State; and (h) as endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest or dishonor, suit, and all other requirements necessary to hold them.

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

7 25-67

FIRST NATIONAL BANK
MOBILE ALABAMA

No. _____ Mobile, Ala., DECEMBER 19, 1968
NINETY DAYS AFTER DATE, WITHOUT GRACE 1 PROMISE TO PAY TO THE ORDER OF ^{357.55}

The First National Bank of Mobile, Mobile, Alabama \$ 20,431.14
TWENTY THOUSAND FOUR HUNDRED THIRTY ONE AND 14/100 - - - - - DOLLARS
WITH INTEREST

For Value Received, PAYABLE at the FIRST NATIONAL BANK, Mobile, Alabama. ^{March 19} 40,788.69

The parties to this instrument, whether maker, endorser, surety, or guarantor, each, for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated hereon, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid; Each of said parties 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.

^{357.55}
GEORGE T. FOWLER (SEAL)

Due ²⁵³⁸² Address P.O. BOX A. T.
FAIRHOPE, ALABAMA 36532

Each of the undersigned endorses severally guaranties and agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated thereon; (c) to pay interest thereon, from the date of maturity, at the rate of eight per centum per annum until paid; (d) 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; (e) to be bound by all of the provisions of this note; (f) that payment of this note may be extended in whole or in part, and the provision thereof modified, at any time, all without notice to and without affecting or releasing the liability of the undersigned; and (g) severally waives all rights of exemption under the constitution and laws of Alabama or any other State; and (h) as endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest or dishonor, suit, and all other requirements necessary to hold them.

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)