#### 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: HAD TELEPHONE 432-5511 AREA CODE 205

October 8, 1971

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

The First National Bank of Mobile

v. Fowler and Ritz Jewelers, Inc.

Case No. 9718

Our File: LEB 11230

Dear Eunice:

CHAS. C. HAND C. B. ARENDALL, JR.

T. MASSEY BEDSOLE

T, MASSEY BEDSOLE THOMAS G.GREAVES, JR. WM, BREVARD HAND VIVIAN G.JOHNSTON, JR

VIVIAN G.JOHNSTON, JA 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. CRAWPFORD
JERRY A.MSDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A.CLAY RANKIN, III

EDWARD A. HYNDMAN, JR. MICHAEL D. KNIGHT G. HAMP UZZELLE, III

LOUIS E. BRASWELL

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

Yours very truly,

For the Firm

LEB/mly

Enc.

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

THE FIRST NATIONAL BANK OF : IN THE CIRCUIT COURT

MOBILE, a corporation,

OF BALDWIN COUNTY,

Plaintiff,

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 interrogatories 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.
- Original note, Edward S. Sledge; renewal note, 6. 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

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.

SUBSCRIBED and SWORN TO before me on this \_\_\_\_\_ 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 \_\_\_\_\_ day of October, 1971.

FILED

OCT 11 1971

EUNICE B. BLACKMON CLERK

FORM	10	REV.

6247688 ADDRESS

RITZ JEWELERS ION BUSINESS

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CUSTOMER'S LIABILITY LEDGER

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GEO T FOWLER

BUSINESS

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# MOBILE, ALABAMA CUSTOMER'S LIABILITY LEDGER

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FIRST NATIONAL BANK MOBILS ALABAMA

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EUNICE B. BLACKMON CIRCUIT

#### CASE NO. 33369 - HOCKLANDER

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

Bay Minette, Alabama 36507

(Ritz Jewelers)

5. Demurrer (Pltff)

6. Demurrer (Pltff)

4. Demand for Jury Trial 11-20-70

WILSON HAYES

Box 300

Attorney at Law

THE FIRST NATIONAL BANK OF MOBILE, a National Banking Association

N.J.

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

JURY

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

PLEADINGS, ROCESS, ETC. C & S served on Geo. T. Fowler, Ritz Jewelers, Inc., on October 30, 1970 by service 10-14-70 1. Complaint & Summons on above. Î11-20-70 2. Plea in Abatement Plaintiff's demurrer filed November 25, 1970 to Defendant, George T. Fowler's (George Fowler) Plea in Abatement. Feb. 25, 1971 - Demurrer Overruled. /s/ Joseph M. Hocklander 42-576 3. Plea in Abatement

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

I, JOHN E. MAN DEVILLE, 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

11-20-70

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\* 11-25**-7**0

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



# 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 SHERIFF'S RETURN Received\_\_\_\_day of\_\_\_\_ \_\_\_\_\_\_, 19\_\_\_\_\_and on\_\_\_\_\_day , 19\_\_\_\_\_, I served a copy of the within\_ \_\_\_\_on\_\_ by service on\_\_\_ RAY D. BRIDGES, SHERIFF Ву\_\_\_ \_\_\_\_\_D.S.

Mail D

No. 33369 - 7

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 19 70

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 EL BRASWELL

Plaintiff's Attorney

section 10 day of 10 to 1970

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by service on 100000 from 140000

TAYLOR MIKENS. Straits

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#### WILSON HAYES

LAWYER
P. D. BOX 300
BAY MINETTE, ALABAMA

TELEPHONE 937-5506

November 19, 1970

36507

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, IN THE CIRCUIT COURT OF Plaintiff, MOBILE COUNTY, ALABAMA Vs. AT LAW GEORGE T. FOWLER and RITZ JEWELERS, INC. a Corporation, jointly and NUMBER: 33369 severally,

Defendants.

#### 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:

- 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.

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

Sworn to and subscribed before me this the 18 day of Vouent, 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 /8 day of /cert/1970, cerved 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 northern managements. Mail, properly addressed, with first class postage prepaid.

Nov 20 8 47 AM 270

THE FIRST NATIONAL BANK OF MOBILE, a national	Ŏ	
banking association,	Ŏ	IN THE CIRCUIT COURT OF
Plaintiff,	Ŏ	MOBILE COUNTY, ALABAMA
Vs.	ğ	AT LAW
GEORGE T. FOWLER and RITZ JEWELERS, INC. a	Ŏ	
Corporation, jointly and severally,	<b>X</b> .	NUMBER: 33369

Defendants.

#### 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 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

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

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 day of leading on counsel for all parties to this proceeding by mailing the same by United States Mails properly addressed, with first class postage prepaid.

Nev 20 8 47 MH 270

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THE FIRST NATIONAL BANK OF MOBILE, a national Ĭ IN THE CIRCUIT COURT OF banking association, Plaintiff, Ŏ MOBILE COUNTY, ALABAMA Vs. AT LAW GEORGE T. FOWLER and RITZ JEWELERS, INC. a Corporation, jointly and Ŏ NUMBER: 33369 severally, Defendants.

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

Wilson Hayes Attorney for Defendant

#### CERTIFICATE OF SERVICE

I do hereby certify that I have on this \( \frac{\frac{1}{2}}{2} \) day of \( \frac{1}{2} \) day of \( \frac{1}{2} \) 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.

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STATE CE MANIE POLETONIO

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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 - A

# 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.
- 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 day of November, 1970.

Joins Frank!

STATE OF ADAL MIGHE OR, I CERTIFY TOTO ALTADING WAS FILED ON

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Jan Marchaelle

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 - 7

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:

- 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.

Sino Framel

STATE OF ALA, MOSILE DO. I CERTIFY THIS PLEADING WAS FILED OR

Way 25 4 23 FH '70

Stational Contraction

THE FIRST NATIONAL BANK OF MOBILE, a national banking association, Ŏ IN THE CIRCUIT COURT OF Plaintiff, MOBILE COUNTY, ALABAMA Ĭ Vs. AT LAW GEORGE T. FOWLER and RITZ JEWELERS, INC. a Corporation, jointly and Ŏ NUMBER: severally, Defendants.

### 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:

- l. 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, Attorney for Defendant

STATE OF ALABAMA BALDWIN COUNTY

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 ahs read the foregoing plea in its entirety and knows it to be true and without error.

Wilson Hayes

Sworn to and subscribed before me this this Ottday of December, 1970.

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

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THE FIRST NATIONAL BANK :

IN THE CIRCUIT COURT OF

OF MOBILE, a national

MOBILE COUNTY,

banking association,

ALABAMA

:

vs.

AT LAW

GEORGE T. FOWLER and RITZ JEWELERS, INC., a

Plaintiff,

severally,

corporation, jointly and

Defendants.

CASE NO. 33369 - 7/

### 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.
- Said plea fails to make any averments concerning the defendant George T. Fowler.
- Said plea fails to make any averments concerning the significant facts as to venue with regard to the defendant George T. Fowler.
- Said plea does not aver the facts necessary to negative proper venue as to the defendant George T. Fowler.
- Said plea fails to allege facts showing that venue 5. is not proper as to one of the defendants, namely George T. Fowler.
- For aught that appears, venue is proper as to the defendant George T. Fowler.
- Said plea is without merit because the defendant, 7. 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

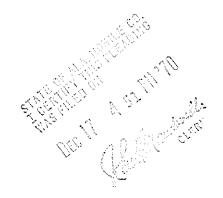
OF COUNSEL:

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 \_\_\_\_\_\_ day of December, 1970.

Join Small



# THURSDAY, FEBRUARY 25, 1971

:

THE FIRST NATIONAL BANK OF MCBILE, a national

IN THE CIRCUIT COURT

Banking Association

OF MOBILE COUNTY,

Plaintiff,

vs.

AL ABAMA

AT LAW

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

severally,

Defendants.

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 a batement, IT IS, THERE-FORE, 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, (Terremental and 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 , 19 71

ATTEST:

Clerk, Circuit Court, Mobile County, Alabama.

# CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

_	THE FIRST NATIONAL BANK OF MCBILE, a National Banking	Plaintiff
<sub>No.</sub> 33369	Association VS.	
	GEORGE T. FOWLER and RITZ JEWELERS, INC., a Corporation,	Defendant
	Jointly and severally	

(Act No. 740, Reg. Session Ala. Legislature 1957 Appvd, Sept. 20, 1957)

# RIL OF GOST (Act No. 571, Reg. Ses. Leg. 1955) (Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

CLERK'S FEES	P	ltff.	Deft.	SHERIFF'S FEES  Mileage \$14.00		Plt	ff.	,De	ft.
uits for \$100 or less\$ 6.	XO			Serving Summons & Complaint (2) \$	1.50	17	00		
				Serving Writ of Garnishment					
its for over \$100 but less				Serving Sci FaNotices	1.50				
than \$1,000 10.		+-		Levying Attachment & Return	6.25				
nits for \$1,000 and over 20.	∞ <u>  20</u>	00		Executing Writ Possession	5.00				-
uits in detinue, ejectment, etc 10.	00			Seizing personal property under Writ of Detinue	6.00				
nits not otherwise provided 10.	ю			Serving subpoenas, each	.75			.,	_
The Marian Burk Shifting and ME	<b>∞</b> ∥			Impanelling Jury	.75				_
rits, Mandamus, Prohibition, etc 15.				Taking & Approving Bond	2.00		<u>.</u>	<del></del>	
ppeals from Court General				Collecting Costs Execution	1.50				-
Sessions 15.	∞			Serving Contempt Writ	1.50				
angula from Probate Court 90	00			Making Deed for Property sold	2.50				ļ
ppeals from Probate Court 20.				Commission, collecting money					
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•				Baldwin County					
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Transcript of Evidence 10	∞	_		Commissioner's fees					_
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Transcript on Appeal 5.	00			Judgment					-
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centage allowed Sheriffs\$				Library fee	1.50	1	50		+
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\$	Little State of the State of th			Trial Tax (State)	1.50	<b></b>	<u> ر</u>		+
				Advertisement		<b></b>	1		+
Total\$	20	08/0	<u> </u>	Garnishee's fees		\$42.	1	<u> </u>	1

I respectfully beg to advise that if this bill for costs is not paid before 19......, it will be my unpleasant duty to issue execution for same.

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

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 23 day of August , 1971.

Mary C. Stiers, Notary Public Baldwin County, Alabama

FILED

AUG 23 1971

EUNICE B. BLACKMON CIRCUIT

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THE FIRST NATIONAL BANK OF : IN THE CIRCUIT COURT OF

MOBILE, a corporation,

BALDWIN COUNTY, ALABAMA,

Plaintiff,

AT LAW

V.

•

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

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 and an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid, on this 30 day of an incomplaint of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepaid of the same to him at his office, postage prepa

FILED

AUG 3 0 1971

EUNICE B. BLACKMON CIRCUIT

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. 97/8

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

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 25 day of March, 1971.

FILED

MAR 23 1971

EUNICE B. BLACKMON CIRCUIT

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

Plaintiff, BALDWIN COUNTY, ALABAMA

Vs. AT LAW

GEORGE T. FOWLER and RITZ J

JEWELERS, INC., a Corporation, Jointly and severally, NUMBER: 9718

Defendants.

#### **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 day of leading of leading 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

#### WILSON HAYES

LAWYER

P. D. 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,

WH/ms

Encs.

THE FIRST NATIONAL BANK

OF MOBILE, a national banking association,

Plaintiff,

Vs.

GEORGE T. FOWLER and RITZ MOBILE CASE #33369

JEWELERS, INC., a Corporation, Jointly and severally,

BALDWIN CASE # 97/8

Defendants.

#### 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 unincorporated association or a corporate association.
- 4. It does not appear whether Plaintiff is a partnership, unincorporated association or corporation.

ttorney for Defendant

Wilson Hayes P. O. Box 300

Bay Minette, Alabama 36507

CERTIFICATE OF SERVICE

I do hereby certify that I have on this day of 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.

KILED

MAR 9 1971

EUNICE B. BLACKMON CIRCUIT

#### WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

March 8, 1971

TELEPHONE 937-5506

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

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: H A E TELEPHONE 432-5511 AREA CODE 205

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

> 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:

CHAS & HAND

T. MASSEY BEDSOLE

PAUL W. BROCK ALEX F. LANKFORD, THE EDMUND R. CANNON

LYMAN F. HOLLAND, JR.

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

THOMAS G. GREAVES, JR.

CHAM GREVARD HAND

VIVIAN G. JOHNSTON, JR.

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/mly

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

THE FIRST NATIONAL BANK

OF MOBILE, a national banking association,

: IN THE CIRCUIT COURT

: 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 \_/6 day of March, 1971.

form torand

FILED

MAR 18 1971

EUNICE B. BLACKMON CIRCUIT

#### 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 97/9

The First National Bank of Mobile

vs. George T. Fowler and Ritz Jewelers, Inc. 97/8

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

2724 2925.

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F. Tuo	competency of the undersigned, or (b) the hotel option of the holder hereof, without notice; (c) no lattice to execute due and payable immediately, at the option of the holder hereof as to any subsequent default; (f) to pay all the control of the horeunder shall operate as a waiver thereof as to any subsequent default; (f) to pay all	costs of collecting or collected or coursed by
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	by all of the provisions of this fulls note may be extended in ovision thereof modified, at a to and without affecting or relegion under the constitution and for saverally waives demand, of protest or dishonor, suit, an acceptancy to hold them.	Each of the ultirersity of endorse and agrees: (a) to pay this note; can at the rate of eight her centures expressly stipulated thereon; the date of maturity, at to agree annum until paid; (d) to agr or securing, or attempting to a feeluding or securing, or attempting to the control of securing.
	by all of the provisions of this note may be extended in who ovision thereof modified, at any to and without affecting or releash it on and without affecting or releash from under the constitution and lawy or protest or dishonor, suit, and an acceptancy to hold them.	Each of the ultiversity of endorsers and agrees: (a) to pay this note; (b) con at the rate of eight per centum permise expressly stipulated thereon; (c) con, from the date of maturity, at the cam per annum until paid; (d) to pay am per annum until paid; (d) to pay annum a reasonable attempting to collect the first collection.
	by all of the provisions of this note; (by all of the provisions of this note; (by any be extended in whole or ovision thereof modified, at any thing to and without affecting or releasing the idensitution and laws of frotest or dishonor, suit, and all on note saverally walves demand, present or protest or dishonor, suit, and all one extend to hold them.	Each of the ultirersity of endorsers seven the agrees: (a) to pay this note; (b) to can at the rate of eight her centum per a revise expressly stipulated thereon; (c) to con, from the date of maturity, at the rate can per annum until paid; (d) to pay all the recurring, or attempting to collect or, including a reasonable atterney's fee,
	by all of the provisions of this note; (f) by all of the provisions of this note; (f) this note in this note; (f) to have the not may be extended in whole or in to vision thereof modified, at any time, all idensined; and (g) severally wrives all idensity and (g) severally wrives all in the severally wrives demand, presentment of protest or dishonor, suit, and all other necessary to hold them.	Each of the ultiversity of endorsers severally and agrees: (a) to pay this note; (b) to pay con at the rate of eight ser centum per annus con, from the date of maturity, at the rate of am per annum and rate of securing, or attempting to collect or set ing or securing, or attempting to collect or set, including a reasonable attempts.
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Each of the undersigned endorsers geverally guaranhees and agrees: (a) to past hinter thereon at the rate of eight per centum per anuum, universidence expressly stipulated thereon; (c) to pay intervented thereon; (c) to pay intervented and the date of maturity, at the rate of eight per centum per anuum until putil; (d) to pay all costs of concerning, or attemption; to collect or secure, this mans be collected or secured by sait or otherwise; (c) to be yound by all of the provisions of this note may be extended in whole or in part, and he undersigned; and (g) severally waives all rightlis of empty between the constitution and the severally waives all rightlis of empty and expendituding and guarantor of this note severally waives advantally natives and protest, notice of protest or dishonor, suit, and all other requirements necessary to hold them.