

SAUNDERS FOOD DISTRIBUTOR,
INCORPORATED

PLAINTIFF

VS

ARCADIO ARGUILEZ, D/B/A
HALL'S DRIVE IN #2

DEFENDANT

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

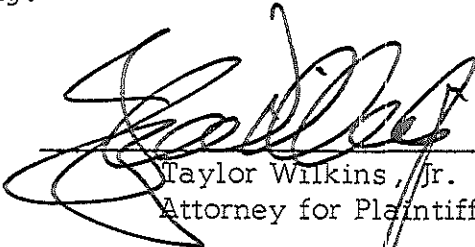
AT LAW

CASE NO:

I.

The Plaintiff claims of the Defendant, the sum of TWO HUNDRED EIGHTY-NINE AND 44/100 (\$289.44) DOLLARS due from him by account on the 1st day of September, 1971, which sum of money, with the interest thereon, is still unpaid.

Plaintiff further avers that he is entitled to a reasonable attorney's fee for the prosecution of this suit and that said account is verified by affidavit which is made a part of this pleading.


Taylor Wilkins, Jr.
Attorney for Plaintiff

FILED

SEP 21 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA

Baldwin County

TO Arcadio Arguilez Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

Saunders Food Distributor, Incorporated Plaintiff.....,

versus Arcadio Arguilez, d/b/a Hall's Drive In #2 Defendant.....,

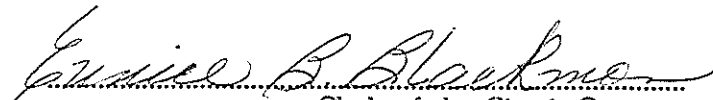
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

..... J. Vernon Hall
.....

has..... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the

21.....day of Sept....., 1971.....


Clerk of the Circuit Court.

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

Arcadio Arguilez

Saunders Food Distributor, Inc.

Plaintiff....

VS.

Arcadio Arguilez, d/b/a

Hall's Drive In #2

Defendant....

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 10035

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonARCADIO ARGUILEZ.....

.....
.....
.....
to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

ARCADIO ARGUILEZ, d/b/a Hall'd Drive In #2....., Defendant.....

bySaunders Food Distributor, Incorporated.....

....., Plaintiff.....

Witness my hand this.....21.....day of.....Sept.....1971.....

.....
.....Clerk

No. 10,035

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Saunders Food Dist., Inc.

Plaintiffs

vs.

Arcadio Arguilez, d/b/a

Hall's Drive In #2

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

SEP 21 1971

Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

SEP 21 1971

TAYLOR WILKINS
SHERIFF

Taylor Wilkins, Jr.

Plaintiff's Attorney

Defendant's Attorney

may be served at:

Defendant ~~live~~ at

Hall's Drive In #2

Gulf Shores, Alabama

Received In Office

Sept. 21 1971..

Taylor Wilkins Sheriff

I have executed this summons

this Sept. 22 1971..

by leaving a copy with

Arcadio Arguilez

72
Ten Cents per mile Total \$ 8.70

TAYLOR WILKINS, Sheriff

Roger Wynne

Taylor Wilkins Sheriff

Roger Wynne Deputy Sheriff

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Saunders Food Distributor, Incorporated

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court
of said County, against Arcadio Arguilez, d/b/a Hall's Drive In #2

for the sum of Two Hundred Eighty-Nine and 44/100 Dollars and whereas, the said~~Arcadio Arguilez, d/b/a Hall's Drive In #2~~Saunders Food Distributor, Incorporated

has entered into bond, and made affidavit by law that the said Arcadio Arguilez, d/b/a
Hall's Drive In #2

is indebted to Plaintiff in the sum of \$289.44

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such
judgment as may be recovered by Plaintiff, and that J. Vernon Hall
Route 2, Atmore, Alabama

_____ is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said J. Vernon Hall

_____ ~~within 30 days from date of service hereon~~
to be and appear ~~at the~~ _____ term of the Circuit Court, to

be holden for the County of Baldwin, ~~on~~ within 30 days from service hereon, 19____
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at
the time of making your answer, or at any time intervening between the time of serving the gar-
nishment and making the answer, you were indebted to the defendant, and whether, you will
not be indebted to him in the future by a contract then existing, and whether by a contract then
existing, you are liable to him for the delivery of personal property, or for the payment of money
which may be discharged by the delivery of personal property, or which is payable in personal pro-
perty, and whether you have not in your possession or under your control money or effects be-
longing to the defendant.

Witness my hand this 21st day of Sept, 1971

Emmie B. Blackmon
Clerk.

Executed 9-25-71
By Serving a copy
on Vernon Hall

By Teolt Keeler

Sheriff's Claims... 1
miles in executing this
64 at 10c per
1.50
6.40
\$7.90

No. 10,035

Circuit Court of Baldwin County

Saunders Food Dist.
Inc.

vs.

Garnishment On Summons

Arcadio Arguilez
d/b/a -
Hall's Drive In #2

Issued 21st day of Sept., 19 71

SEP 21 1971

JAY L. WILKINS
SHERIFF

Taylor Wilkins Jr.
Plaintiff's Attorney

SAUNDERS FOOD DISTRIBUTOR,)	
INCORPORATED)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW
ARCADIO ARGUILEZ, D/B/A)	NO. 10,035
HALL'S DRIVE IN # 2)	
Defendant)	

MOTION TO STRIKE

Comes now the Defendant in the above-styled cause, and files this his Motion to Strike in response to the complaint filed by the plaintiff, asking this Honorable Court to strike the following words from the complaint:

"Plaintiff furthers avers that he is entitled to a reasonable attorney's fee for the prosecution of this suit....."

And Defendant states as grounds for his Motion, that attorneys fees are awarded as damages only if specifically provided for in written contract or on note, and never in suits on open account.

Daniel E. Robison
 Daniel E. Robison
 Attorney for Defendant

STATE OF ALABAMA
 BALDWIN COUNTY

I, Daniel E. Robison, certify that I have mailed a true and correct copy of the foregoing plea to Mr. Taylor Wilkins, Jr., by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his mailing address in Bay Minette, Alabama, on this the 23 day of September, 1971.

Daniel E. Robison
 Daniel E. Robison

FILED

SEP 24 1971

EUNICE B. BLACKMON CIRCUIT CLERK

SAUNDERS FOOD DISTRIBUTOR,)	
INCORPORATED)	IN THE CIRCUIT COURT OF
Plaintiff)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW
ARCADIO ARGUILEZ, D/B/A)	NO. 10,035
HALL'S DRIVE IN #2)	
Defendant)	

ANSWER

Comes now the Defendant in the above-styled cause, and for answer to the complaint filed by the Plaintiff, says:

1. Not Guilty.
2. That the affidavit filed by A. E. Langford, Jr., president of Saunders Food Distributor, is insufficient to prove the debt owed because no account sheet or ledger card was attached to the affidavit and complaint.

Daniel E. Robison
 Daniel E. Robison
 Attorney for Defendant

STATE OF ALABAMA
 BALDWIN COUNTY

I, Daniel E. Robison, certify that I have mailed a true and correct copy of the foregoing plea to Mr. Taylor Wilkins, Jr., by depositing a copy of same in the United States mail, postage pre-paid, addressed to said attorney at his mailing address in Bay Minette, Alabama, on this the 23 day of September, 1971.

Daniel E. Robison
 Daniel E. Robison

FILED

SEP 24 1971

EUNICE B. BLACKMON CIRCUIT CLERK

SAUNDERS FOOD DISTRIBUTOR,
INCORPORATED,

Plaintiff,

VS.

ARCADIO ARGUILEZ, d/b/a
Hall's Drive In #2,

Defendant,

AND

J. VERNON HALL,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

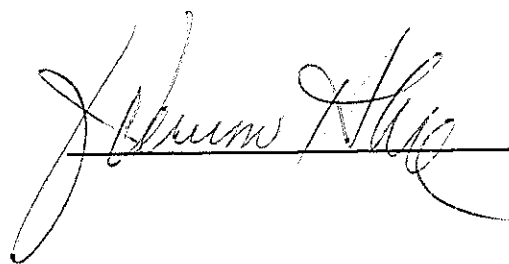
10,035

ANSWER OF GARNISHEE

Now comes J. Vernon Hall, who being duly sworn deposes
and says:

That at the time of the service of said writ of garnishment and at the time of making this answer, the said garnishee was indebted to the defendant by virtue of a decree of the Circuit Court of Baldwin County, Alabama, but the amount of such indebtedness is undetermined at this time, since the Circuit Judge of Baldwin County, Alabama, in Equity, has not determined the exact amount to which the garnishee is liable to the defendant; that said garnishee will not be indebted in the future to said defendant by contract then or now existing; that he will not be liable to said defendant for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and garnishee has not in his possession or under his control money or effects belonging to the defendant, other than as aforesaid.

Having fully answered said garnishment, said garnishee prays that he be dismissed with his reasonable cost for making this answer.



STATE OF ALABAMA

COUNTY OF

Before me, the undersigned authority, personally appeared J. Vernon Hall, who first being duly and legally sworn deposes and says: That he has read over the foregoing answer and that the facts stated therein are true.

J. Vernon Hall

Sworn to and subscribed before me on this the 18th day of October, 1971.

Dorretta L. Shumack
Notary Public,

MY COMMISSION EXPIRES JULY 9, 1975



FILED

OCT 19 1971

EUNICE B. BLACKMON CIRCUIT CLERK

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

10,035

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Taylor Wilkins, Jr., as Attorney for Saunders Food Distributor,
Incorporated

are held and firmly bound unto Arcadio Arguilez, d/b/a Hall's Drive In #2

in the sum of Five Hundred Seventy-Eight and 88/100 (\$578.88) DOLLARS,
to be paid to the said Arcadio Arguilez

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind our-
selves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly
by these Presents.

Sealed with our seals, and dated this 21st day of Sept., 1971

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound
Taylor Wilkins, Jr., as Attorney for Saunders Food Distributor, Incorporated

ha S. commenced suit in the Circuit Court of said County by summons and complaint, which have issued
from said Court, to recover of said Arcadio Arguilez, d/b/a Hall's Drive In #2

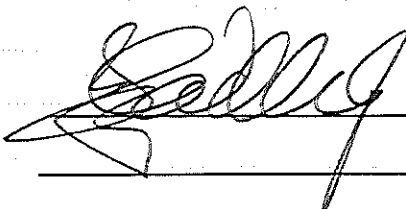
the sum of Two Hundred Eighty-nine and 44/100 (\$289.44) Dollars,
and ha S. on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

J. Vernon Hall

summoning him to answer what he is indebted to said Defendant, or what effects of said
Defendant He has in his possession, or under his control; and
said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said
Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all
such costs and damages as he may sustain, by reason of the wrongful or vexatious suing out of
this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have
now, or may hereafter have, under the Constitution and laws of Alabama, and does hereby severally
certify that that it have property free from all incumbrance, to the full amount of the
above bond.



(Seal)

(Seal)

(Seal)

Approved this 21 day of Sept A. D., 1971

Ernie L. Blackburn Clerk.

The State of Alabama
Baldwin County

Eunice B. Blackmon
Before me, ~~LICE L. BLACK~~ Clerk of Circuit Court,

in and for said County, personally appeared Taylor Wilkins, Jr. as Attorney for Saunders
Food Distributor, Incorporated

who, being duly sworn, doth depose and say that Arcadio Arguilez, d/b/a Hall's
Drive In #2

is
indebted to Plaintiff in the sum of Two Hundred Eighty-Nine and 44/100 Dollars,
and that Plaintiff ha S commenced on suit by summons and complaint on said indebtedness
against the said Arcadio Arguilez, d/b/a Hall's Drive In #2

and that J. Vernon Hall
is
supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in his
possession, or under his control, and that he believe that process of Garnishment against the said
J. Vernon Hall

is necessary to obtain satisfaction of said claim; and that the said J. Vernon Hall
is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose
of vexing or harassing said Defendant, or other improper motives

Sworn to and subscribed before me this 21 day of Sept 1971
Sarah J. Buckley Clerk Circuit Court.

116

No. 116,035

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

Plaintiff
TO

Defendant

Bond and Affidavit in Garnishment
on Summons

Filed this FILED day of

SEP 21 1971, 19

EUNICE B. BLACKMON, Circuit Clerk.

Printed by Moore Ptg. Co.

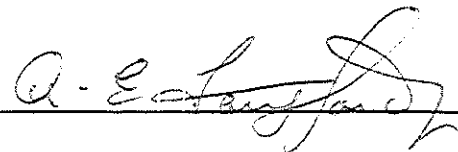
10,035

STATE OF ALABAMA

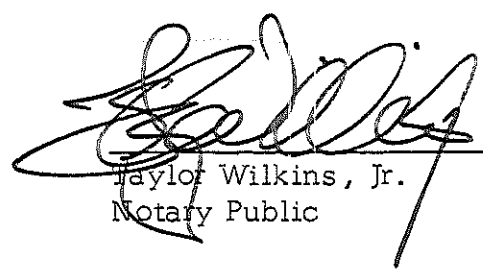
AFFIDAVIT

BALDWIN COUNTY

I, Taylor Wilkins, Jr., a Notary Public in and for said County and State, hereby certify that A. E. Langford, Jr. who is known to me, after being duly sworn, acknowledged before me on this day that he is the President for Saunders Food Distributor, Incorporated, and that in this capacity, he acknowledges the fact that the debt owing from Arcadio Arguilez, d/b/a Hall's Drive In #2, is just and due and owing to the Plaintiff, which debt at this time remains unpaid.



Sworn to and subscribed before me this the 20 day of September, 1971.



Taylor Wilkins, Jr.
Notary Public

FILED

SEP 21 1971

EUNICE B. BLACKMON CIRCUIT CLERK