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FOUNDED BY R. T. CRANE 1858

CRANE CO.

REGIONAL OFFICE
594½ Peachtree St., N. E.
ATLANTA 3, GEORGIA

TERMS: NET 30 DAYS,
OR 2%, 10TH PROX.,
UNLESS
OTHERWISE SPECIFIED

Ponder Company
Fairhope, Alabama

MAY 18, 1954

Citronelle School

ANALYSIS OF FINAL BALANCE

APR.	JULY	OCT.
MAY	AUG.	NOV.
JUNE	SEPT.	DEC.

	CHARGES	CREDITS	BALANCE
	BALANCE BROUGHT FORWARD		
	262.50		262.50*

I HEREBY CERTIFY THIS IS A TRUE AND CORRECT
COPY OF STATEMENT AND IS OPEN AND UNPAID.

CRANE CO.

Clyde Arnold
CLYDE ARNOLD
CREDIT SUPERVISOR

LL
D
:

FOUNDED BY R. T. CRANE 1855

CRANE CO.

REGIONAL OFFICE
594½ Peachtree St., N. E.
ATLANTA 3, GEORGIA

TERMS: NET 30 DAYS,
OR 2% 10TH PROX.,
UNLESS
OTHERWISE SPECIFIED

Ponder Company
Fairhope, Alabama

May 18, 1954

Foley School

ANALYSIS OF FINAL BALANCE

APR. _____	JULY _____	OCT. _____
MAY _____	AUG. _____	NOV. _____
JUNE _____	SEPT. _____	DEC. _____

	CHARGES	CREDITS	BALANCE
	BALANCE BROUGHT FORWARD		
	95.52		
	23.73		
	36.27		
	2.20		
			157.72*

I HEREBY CERTIFY THIS IS A TRUE AND CORRECT
COPY OF STATEMENT AND IS OPEN AND UNPAID.

CRANE CO.

Clyde Arnold
CLYDE ARNOLD,
CREDIT SUPERVISOR

PLEASE FORWARD YOUR REMITTANCE TO THE ABOVE ADDRESS

COPY

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY
ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING
HEMLOCK 3-5561 P. O. BOX 1070
MOBILE 6, ALABAMA

GESSNER T. MCCORVEY
BEN D. TURNER
C. M. A. ROGERS (1891-1957)
C. A. L. JOHNSTONE, JR.
R. F. ADAMS
JAMES L. MAY, JR.
ALEX T. HOWARD, JR.
CHAUNCEY MOORE
J. JEPHTA HILL
CHARLES B. BAILEY, JR.

April 30th, 1958

Honorable Hubert M. Hall
Judge of the Circuit Court of Baldwin County
County Court House
Bay Minette, Alabama.

Re: Crane Company, VS. J. M. Ponder,
d/b/a J. M. Ponder & Company
Circuit Court of Baldwin County,
Alabama, at Law.

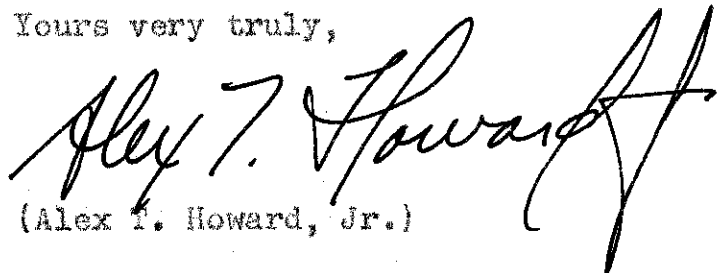
Dear Judge Hall:

The above case was filed on the civil side of your Court several years ago by the late C. M. A. Rogers of this firm and I wish to apologize for not properly tending to this case since Mr. Rogers' death over a year ago.

Please enter a non-suit for our firm in the above case and by carbon copy of this letter I am asking Mrs. Duck to send me the cost bill.

Best regards.

Yours very truly,


(Alex T. Howard, Jr.)

ATH, jr/le.

c.c. Honorable Alice J. Duck, Clerk
Circuit Court of Baldwin County
County Court House
Bay Minette, Alabama.

State of Alabama
BALDWIN COUNTY

TO CECIL I. DOWNEY, Defendant:

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

STANDARD COFFEE COMPANY, INC., A Corporation, Plaintiff,

versus CECIL I. DOWNEY, Defendant,

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

WILLIAM HARVILLE, c/o Breeze Pine Bar and Grill, Bay Minette, Ala.,

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 3/

day of Oct, 1958.

Alice J. Duck
Clerk of the Circuit Court.

2281 1/2 A.

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

STANDARD COFFEE COMPANY,
INC., a Corporation,

Plaintiff.....

VS.

CECIL I. DOWNEY,

FILED

OCT 31 1933 Defendant.....

ALICE L. DUCK, CLERK
REGISTER

State of Alabama
BALDWIN COUNTY

TO CECIL I. DOWNEY, Defendant:

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

STANDARD COFFEE COMPANY, INC., A Corporation, Plaintiff,

versus CECIL I. DOWNEY, Defendant,

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

WILLIAM HARVILLE, c/o Breeze Pine Bar and Grill, Bay Minette, Ala.,

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 31

day of Oct, 1958

not found

W. J. ...
Clerk of the Circuit Court.

Received 31 day of Oct 1958
and on _____ day of _____ 19____
served a copy of the within Notice
in Cecil I. Downey
By service on _____

TAYLOR WILKINS, Sheriff
By _____ D. S.

Returned 4 day of Nov. 1958
Not found in my county after diligent search and in
quiry.

Taylor Wilkins, Sheriff
By W. A. Talbot
Deputy Sheriff

2281 1/2 A

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO
STANDARD COFFEE COMPANY,
INC., a Corporation,

Plaintiff.....

VS.

CECIL I. DOWNEY,

FILED

OCT 31 1958

Defendant.....

ALICE J. DUCK, CLERK
REGISTER

STANDARD COFFEE COMPANY, INC.,

a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

-VS-

CECIL I. DOWNEY,

Defendant.

MARTIN PARRY CORPORATION,
REPAIR DIVISION,

as Garnishee.

NOTICE TO DEFENDANT

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to notify CECIL I. DOWNEY,
that on the 15th day of Sept, 1954, a writ of
garnishment in the above stated case was issued to MARTIN PARRY
CORPORATION, REPAIR DIVISION, as Garnishee.

And you will return this writ according to law.

WITNESS my hand this 15th day of Sept, 1954.

David J. Newell
Clerk.

Received in office _____ day of _____, 1954.

Sheriff.

Executed by serving a copy of the within writ on _____
day of _____, 1954.

Sheriff

STANDARD COFFEE COMPANY, INC.,

a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

-vs-

CECIL I. DOWNEY,

Defendant.

MARTIN PARRY CORPORATION,
REPAIR DIVISION,

as Garnishee.

NOTICE TO DEFENDANT

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to notify CECIL I. DOWNEY,
that on the _____ day of _____, 1954, a writ of
garnishment in the above stated case was issued to MARTIN PARRY
CORPORATION, REPAIR DIVISION, as Garnishee.

And you will return this writ according to law.

WITNESS my hand this _____ day of _____, 1954.

Clerk.

Received in office _____ day of _____, 1954.

Sheriff.

Executed by serving a copy of the within writ on _____
day of _____, 1954.

Sheriff

STANDARD COFFEE COMPANY, INC.,
a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

-VS-

CECIL I. DOWNEY,
Defendant

MARTIN PARRY CORPORATION,
as Garnishee.

WRIT OF GARNISHMENT

To any Sheriff of the State of Alabama--Greeting:

WHEREAS, E. G. Rickarby, Jr., Attorney for Plaintiff, has made affidavit as required by law that on the 22nd day of July, 1954, the Circuit Court of Baldwin County, Alabama, recovered a judgment against Cecil I. Downey for the sum of Four Hundred Sixty-five and 57/100 (\$465.57) Dollars and the further sum of Nine and 70/100 Dollars (\$9.70) cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Martin Parry Corporation has, or is believed to be indebted to the defendant, or to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

These are therefore to command you, that you summon the said Martin Parry Corporation, Garnishee, to be and appear at Circuit Court of Baldwin County, Alabama, to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession or under its control any money or effects belonging to the defendant; and whether he is indebted to said defendant, or is liable to him on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

WITNESS my hand as Clerk of said Court at office, this
_____ day of _____, 1954.

Clerk.

STANDARD COFFEE COMPANY, INC.,

A Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

-vs-

CECIL I. DOWNEY,

Defendant

MARTIN PARRY CORPORATION,

As Garnishee.

AFFIDAVIT FOR GARNISHMENT

Personally appeared before me,
a Notary Public for said County and said State, E. G. Rickarby, Jr.,
Attorney for Plaintiff, in the above mentioned cause, who being
duly sworn, deposes and saith that the STANDARD COFFEE COMPANY, INC.,
a Corporation, on the 22nd day of July, 1954, in the Circuit Court
of Baldwin County, Alabama, recovered a judgment against CECIL I.
DOWNEY for the sum of Four Hundred Sixty-five and 57/100 Dollars
(\$465.57), and the further sum of Nine and 7/100 (\$9.70) cost of
suit, and that he believes the process of garnishment is necessary
to obtain satisfaction of said judgment, and that MARTIN PARRY
CORPORATION is believed to have in its possession or under its con-
trol, money or effects belonging to the defendant, or is believed
to be indebted to the defendant, or is liable to him on a contract
for the delivery of personal property, or on a contract for the
payment of money which may be discharged by the delivery of per-
sonal property, or which is payable in personal property.

Sworn to and subscribed before me this the _____ day of
_____, 1954.

Notary Public, Baldwin County, Alabama.

STANDARD COFFEE COMPANY, INC.,

A Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

-vs-

CECIL I. DOWNEY,

Defendant

MARTIN PARRY CORPORATION,

As Garnishee.

AFFIDAVIT FOR GARNISHMENT

Personally appeared before me,
a Notary Public for said County and said State, E. G. Rickarby, Jr.,
Attorney for Plaintiff, in the above mentioned cause, who being
duly sworn, deposes and saith that the STANDARD COFFEE COMPANY, INC.,
a Corporation, on the 22nd day of July, 1954, in the Circuit Court
of Baldwin County, Alabama, recovered a judgment against CECIL I.
DOWNEY for the sum of Four Hundred Sixty-five and 57/100 Dollars
(\$465.57), and the further sum of Nine and 7/100 (\$9.70) cost of
suit, and that he believes the process of garnishment is necessary
to obtain satisfaction of said judgment, and that MARTIN PARRY
CORPORATION is believed to have in its possession or under its con-
trol, money or effects belonging to the defendant, or is believed
to be indebted to the defendant, or is liable to him on a contract
for the delivery of personal property, or on a contract for the
payment of money which may be discharged by the delivery of per-
sonal property, or which is payable in personal property.

Sworn to and subscribed before me this the _____ day of
_____, 1954.

Notary Public, Baldwin County, Alabama.

LAW OFFICES

RICKARBY & RICKARBY

ELLIOTT G. RICKARBY
(DECEASED)

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

13 September 1954

Mrs. Alice J. Duck
Clerk Circuit Court
Bay Minette, Ala.

No: 2281
Re: Standard Coffee Co.
Vs: Cecil I. Downey

Dear Mrs. Duck:

Enclosed find garnishment proceedings against Mr. Cecil I. Downey in the case of Standard Coffee Co. vs. Downey.

Please process and oblige.

The garnishee is Martin Parry Corporation, Repair Division, whose address is 10 North Franklin Street, Mobile, Alabama.

Yours very truly,


E. G. Rickarby, Jr.

R/i
cc: Standard Coffee Co.
Encls.
1952

General Offices
Toledo, Ohio

Rexair Division

MARTIN-PARRY CORP.



PLEASE REPLY TO →

10 N. Franklin St.
Mobile, Ala.
Oct. 14th, 1954

Circuit Court
Bay Minette, Ala.

To whom it may concern:

In regards to writ of Garnishment filed in Circuit Court in
Baldwin County, Sept. 15, 1954, and served to me on Oct. 14, 1954 here to.

Standard Coffee Co. Inc.
a Corporation
Plaintiff

VS

Cecil I. Downey
defendent

Martin Parry Corp.
as Garnishee.

The above is no longer in our employment and we are not indebted
to him or he to us as of Oct. 1, 1954.

Martin Parry Corp.
M. L. Kyser
M. L. Kyser
Branch Manager

MLK:mf

FILED
OCT 20 1954
U.S. DIST. COURT
MOBILE, ALA.

DISPUTES ON MR. C. I. DOWNEY PENSACOLA, FLA. #2

RT	NAME	COUPON	DISPUTES	HOUSEHOLD
1B	Mrs H. Bose	54		7.64
1B	Mrs W. J. Mills			1.11
1B	Mrs. Mayzell, Adam			
2B	Mrs. Sarah S. Harway			7.22
2B	Mrs C. S. Courtney	99		
2B	Mrs K. W. Vassell	46	3.20	7.80
2B	Mrs. Fred Calaman	101		
2B	J. B. Hammond			.65
3B	Mrs. H. B. Rinchart	78	4.78	11.91
3B	Mrs J. B. Amey	10		
3B	M. Cocoris	103		
3B	Mattie Marsh	107		
3B	Mrs L. B. Davis	88		2.93
3B	Mrs. Tom Cobby			
3B	Mrs. K. D. Thompson	39	3.76	
3B	Mrs Adam Coker	86		
3B	Mrs J. A. Bardin		2.36	
3B	Mrs W. S. Ryce	3		3.00
4B	Eva Williams			2.00
1A	Mrs Herman Smith			2.57
1A	Mrs R. Sanders	100		
1A	Mrs W. H. Acorn	86		
1A	Mrs E. E. Whalen	97		
2A	Mrs W. E. Wilda	100		
2A	Mrs C. Peate	42		
2A	Mrs Margaret Hamilton	37		
3A	Mrs. Paul McGee	16		
3A	Eddie Zell	59		
3A	W. H. Fowell	109		
3A	Mrs J. Thompson	79		
4A	Mrs L. E. Eddins	69		
4A	Mrs B. E. Springfield	16		6.32
4A	Mrs. J. T. Danbert	185	16.00	
4A	Mrs C. Handlight		.53	2.00
4A	Mrs. W. H. Oghen			4.00
4A	Mrs O. B. Morris			2.00
4A	Mrs. Bebbie H. Jenkins	80		
5A	Mrs Zell Smith			2.00
5A	Allegre Harris	47		1.00
5A	J. Howard			2.34
6A	Mrs. H. Adams	29		

1953 Coupons @ 65 each

1953

\$31.34

\$65.49

The above is the signature of each Disputer.

\$97.65

31.33

66.49

\$194.48
195.47

I Certify that the above Disputes on Mr C. I. Downey to be true and correct.

W. W. Allen
Lead Salesman
for Standard Coffee Co
New Orleans, La

STANDARD COFFEE COMPANY, INC.

Principal Offices and Factory
NEW ORLEANS

M Cecil L. Downey

Audit					
Feb. 20, 1954					
Pensacola, Fla. #2					
Mdse. not accounted for		633	54		
Prem. mdse. over				22	45
Overage last audit				28	88
Cash Bond				340	00
Interest on Cash Bond				2	11
Discrepancies in customer account		195	47		
		859	01	393	44
Balance Due Us-----		465	57		

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the State and Parish
aforesaid, on this day personally came and appeared F.H. Boatner
know to me who, being by me duly sworn, states on oath that the foregoing and
annexed account in favor of STANDARD COFFEE COMPANY, INC., which is a
corporation organized and existing under the laws of the State of Louisiana, and
of which corporation affiant is the authorized Secretary, and which ac-
count is against C.I. Downey of Pensacola, Fla.

FOR THE SUM OF Four hundred Sixty-Five Dollard - Fifty-seven Cents - (\$465.57)

is within the knowledge of affiant, just and true; that it is due and unpaid, and that
all just and lawful offsets, payments and credits have been allowed.

F. H. Boatner

Sworn to and subscribed before me, the 24th day of May, 195 4

My commission expired with death.

Michel A. Provosty, Not. Pub.

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the State and Parish

aforesaid, on this day personally came and appeared F.H. Bestner

know to me who, being by me duly sworn, states on oath that the foregoing and annexed account in favor of STANDARD COFFEE COMPANY, INC., which is a corporation organized and existing under the laws of the State of Louisiana, and of which corporation affiant is the authorized Secretary, and which account is against G.I. Downey of Pensacola, Fla.

FOR THE SUM OF Four hundred Sixty-Five Dollard - Fifty-seven Cents - (\$465.57)

is within the knowledge of affiant, just and true; that it is due and unpaid, and that all just and lawful offsets, payments and credits have been allowed.

F. H. Bestner

Sworn to and subscribed before me, the 24th day of May, 1954

My commission expired with death.

Isidore O. Pruvost, Not Pub.

S-9111

STANDARD COFFEE COMPANY, INC.

Importers and Manufacturers of
HIGH GRADE COFFEES, TEAS,
SPICES, FLAVORINGS, ETC.

Principal Offices and Factory
NEW ORLEANS

DATE May 24, 1954

M Cecil L. Downey

Audit Feb. 20, 1954	<p>Pensacola, Fla. # 2 Mdse. not accounted for Prem. mdse. over Overage Last Audit Cash Bond Interest on Cash Bond Discrepancies in customers accounts</p> <p>Balance Due Us -----</p>	<p>663 54</p> <p>195 47</p> <p>859 01</p> <p>465 57</p>	<p>22 45 28 88 340 00 2 11</p> <p>393 44</p>	
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S-9111

STANDARD COFFEE COMPANY, INC.

Importers and Manufacturers of
HIGH GRADE COFFEES, TEAS,
SPICES, FLAVORINGS, ETC.

Principal Offices and Factory
NEW ORLEANS

DATE May 24, 1954M Cecil L. Downey

Audit Feb. 20, 1954	Pensacola, Fla. # 2 Mdse. not accounted for Prem. mdse. over Overage Last Audit Cash Bond Interest on Cash Bond Discrepancies in customers accounts	663 54 195 47 859 01	22 45 28 88 340 00 2 11
	Balance Due Us -----	465 57	

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

..... TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Cecil I. Downey

.....
.....
.....

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

Cecil I. Downey

....., Defendant.....

by Standard Coffee Company, Inc., a Corporation

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

Witness my hand this

31st

day of

May

19 54

Alice French

....., Clerk

ILL
ED
E

FOUNDED BY R. T. CRANE 1886

CRANE CO.

2 So. Twentieth St.
BIRMINGHAM 3, ALA.

TERMS: NET 30 DAYS.
OR 2%, 10TH PROX.,
UNLESS
OTHERWISE SPECIFIED

Ponder Co.
Box 13
Fairhope, Ala.

MAY 3, 1954

Reg. Acct.

ANALYSIS OF FINAL BALANCE

APR.	JULY	OCT.
MAY	AUG.	NOV.
JUNE	SEPT.	DEC.

	CHARGES	CREDITS	BALANCE
	BALANCE BROUGHT FORWARD		
	3 3.45		
	1 4.85		
	2 12		
	3 7.74		
	2 4.77		
	2 35		
	8 23.8		
	5 5.87		
	8 7.15		
	1 6.96		
	3 3.08		
	9.06		
	5.03		
	6.55		
	5 1.25		
	3 5.11		
	3 3.06		
	5.80		
			536.58 *
		.52 -	
		4.74 -	
		12.88 -	
		18.25 -	
			500.19 *
<p>HEREBY CERTIFY THAT THIS IS A TRUE D CORRECT STATEMENT OF ACCOUNT AND YMENT THEREFOR HAS NOT BEEN RECEIVED.</p>			
CRANE CO. ***		<p><i>Clyde Arnold</i> Clyde Arnold, Credit Supv.</p>	

PLEASE FORWARD YOUR REMITTANCE TO THE ABOVE ADDRESS

CRANE COMPANY, a corporation,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	BALDWIN COUNTY, ALABAMA.
vs.	:	
J. M. PONDER, doing business	:	AT LAW.
under the name and style of	:	
J. M. PONDER & COMPANY,	:	
Defendant.	:	

Comes now the Defendant in the above styled cause and demurs to the complaint, and to each count thereof, separately and severally, and for grounds of demurrer, separately and severally, assigns the following, separately and severally:

1. For that said complaint does not state a cause of action.
2. For that said count does not state a cause of action.
3. For aught that appears Defendant is not indebted to the Plaintiff on an account stated.
4. For aught that appears Defendant is not indebted to the Plaintiff on the account stated referred to in Count 2 of the complaint.
5. For aught that appears the endorsement on the original complaint refers to the fact that there is attached to the complaint an itemized verified statement of the account, refers to Count 2 of the complaint, and Section 378 of Title 7 of the Code of Alabama of 1940 is not applicable to suit on account stated as a matter of law.
6. For that it affirmatively appears that the statement of account attached to the original complaint is not itemized as required by Section 378 of Title 7 of the Code of Alabama of 1940.
7. For that it affirmatively appears that the statement of account attached to the original complaint is not certified as required by Section 378 of Title 7 of the Code of Alabama of 1940.
8. For that the verification of Clyde Arnold attached to the original bill of complaint purports to be under the seal of affiant

and it affirmatively appears that said affiant's seal is not affixed thereto.

9. For aught that appears the verification of Clyde Arnold attached to the original bill of complaint refers only to one of the several accounts purported to be attached, itemized and verified.

10. For that it affirmatively appears that suit is here brought on more than one account and it does not appear that all of said accounts are itemized and verified as required by law.

11. For that it appears that said accounts made the subject of this suit are certified by some one other than a Notary Public or any officer having authority under the laws of this or any other state to take and certify affidavits.

12. For that the verification of Clyde Arnold attached to the original bill of complaint states that the items stated in and composing the account were sold and delivered to the Defendant but that it affirmatively appears that said accounts are not itemized.

13. For that it affirmatively appears that the statements of account attached to the original complaint are in the name of Ponder Company and the Defendant is here sued as J. M. Ponder doing business under the name and style of J. M. Ponder & Company.

14. For aught that appears the accounts on which suit is here brought are owed to Plaintiff by some one other than the named Defendant.

15. For aught that appears the verification of Clyde Arnold refers to a debtor other than the named Defendant.

16. For aught that appears the Defendant was not indebted to the Plaintiff on, to-wit, November 24, 1953.

SMITH, HAND, ARENDALL & BEDSOLE

BY

Dwight G. Johnston
Attorneys for the Defendant

-----:
CRANE COMPANY, a corporation, :

Plaintiff, :

-vs- :

J. M. PONDER, doing business
under the name and style of
J. M. PONDER & COMPANY, :

Defendant. :

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

1. The plaintiff claims of the defendant \$920.41 due from him by account on, to-wit, the 24th day of November, 1953, which sum of money, with the interest thereon, is still unpaid.

2. The plaintiff claims of the defendant the further sum of \$920.41 on account stated between the plaintiff and the defendant on, to-wit, the 24th day of November, 1953, which sum of money, with the interest thereon, is still unpaid.

3. The plaintiff claims of the defendant the further sum of \$920.41 due from him for merchandise, goods and chattels sold by the plaintiff to the defendant on, to-wit, the 24th day of November, 1953, which sum of money, with the interest thereon, is still unpaid.

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS,

By 

Attorneys for the Plaintiff.

NOTE: There is attached to the complaint an itemized, verified statement of the account made the subject of this action.

The defendant, J. M. Ponder, resides at or near Fairhope, Alabama, and does business in Fairhope, Alabama under the name and style of Ponder Company.

STATE OF GEORGIA

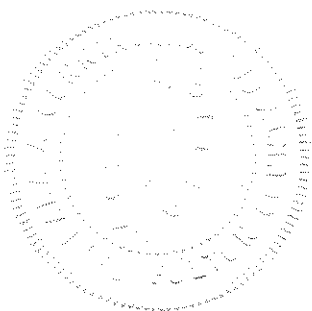
COUNTY OF Fulton

Before me, Barclay C. Cunningham, a Notary Public in and for said state and county, personally appeared Clyde Arnold, who is known to me who being by me first duly sworn deposes and says that he is Credit Supervisor of Crane Co., a corporation organized and doing business under the laws of the State of Illinois and authorized to do business within the State of Alabama; that the attached account against J. M. Ponder, doing business under the name and style of Ponder Company, Fairhope, Alabama, is just and correct within the knowledge of this affiant; that he has authority to make this affidavit and that he has personal knowledge of the correctness of the account; that the items therein stated and composing the said account were sold and delivered to the said J. M. Ponder, doing business under the name and style of Ponder Company, at the special instance and request of the debtor and that credit has been duly given for all payments and just and lawful offsets to which account is entitled as thereon stated and that the balance thereof amounting to the sum of Nine Hundred Twenty and 41/100 Dollars (\$920.41) with interest ^{at 6%} from November 24th, 1953, is justly due and remains unpaid.

Clyde Arnold
Clyde Arnold

Sworn to, subscribed, acknowledged, signed and sealed before me as a Notary Public under my seal of office with my seal hereto affixed on this the 18 day of May, 1954.

Barclay C. Cunningham
A Notary Public in and for the State of Georgia, County of Fulton.
Notary Public, Fulton County, Ga.
My Commission Expires May 6, 1956



MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY
ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING
HEMLOCK 3-5561 P. O. BOX 1070
MOBILE 6, ALABAMA

GESSNER T. MCCORVEY
BEN D. TURNER
C. M. A. ROGERS (1891-1957)
C. A. L. JOHNSTONE, JR.
R. F. ADAMS
JAMES L. MAY, JR.
ALEX T. HOWARD, JR.
CHAUNCEY MOORE
J. JEPHIA HILL
CHARLES D. BAILEY, JR.

April 30th, 1958

Honorable Hubert M. Hall
Judge of the Circuit Court of Baldwin County
County Court House
Bay Minette, Alabama.

Re: Crane Company, VS. J. M. Ponder,
d/b/a J. M. Ponder & Company
Circuit Court of Baldwin County,
Alabama, at Law.

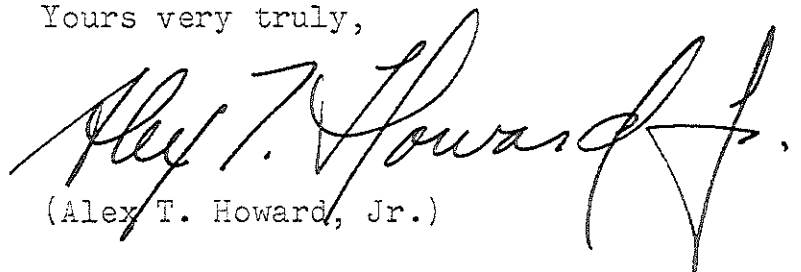
Dear Judge Hall:

The above case was filed on the civil side of your Court several years ago by the late C. M. A. Rogers of this firm and I wish to apologize for not properly tending to this case since Mr. Rogers' death over a year ago.

Please enter a non-suit for our firm in the above case and by carbon copy of this letter I am asking Mrs. Duck to send me the cost bill.

Best regards.

Yours very truly,


(Alex T. Howard, Jr.)

ATH,jr/le.

c.c. Honorable Alice J. Duck, Clerk
Circuit Court of Baldwin County
County Court House
Bay Minette, Alabama.

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

October 22, 1958

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

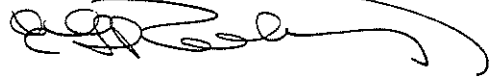
Dear Mrs. Duck:

Inre: Standard Coffee Co., Inc.
Vs: Cecil I. Downey
Case #2281
Our File: 1952

On the 22nd day of July, 1954, we recovered a judgment against defendant for the sum of \$465.57 plus costs. Since that time, he has paid this debt down to \$380.27; however, nothing has been paid on it since 1956.


Therefore, request you process these papers and hand them to sheriff to serve, and when same is done, please notify me. Am enclosing my check in the sum of \$20.00 to cover costs.

Yours very truly,



ts
encl.
cc: (Standard Coffee Co.)

*If you know that this man is not
worth the phone phone.*



STANDARD COFFEE COMPANY, INC.,
A Corporation,

Plaintiff,

-VS-

CECIL I. DOWNEY,

Defendant,

WILLIAM HARVILLE, as Garnishee.


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AFFIDAVIT FOR GARNISHMENT

Before me, the undersigned Notary Public, personally appeared E. G. RICKARBY, Attorney for the Plaintiff, who being duly sworn doth depose and say that the said STANDARD COFFEE COMPANY, INC., a Corporation, on the 22nd day of July, 1954, recovered judgment against CECIL I. DOWNEY for the sum of FOUR HUNDRED AND SIXTY-FIVE and 57/100 DOLLARS (\$465.57), and the further sum of NINE and 70/100 DOLLARS (\$9.70) cost of suit, and that there is still outstanding on this judgment the sum of THREE HUNDRED AND EIGHTY and 27/100 DOLLARS (\$380.27); and that he believes the process of garnishment against WILLIAM HARVILLE is necessary to obtain satisfaction of said judgment, and that the said WILLIAM HARVILLE is supposed to be indebted to or have effects of the said defendant in his possession, or under his control.


E. G. RICKARBY,
Attorney for Plaintiff.

Sworn to and subscribed before me this 30th day of Oct., 1958.


Notary Public, Baldwin County, Ala.

FILED


OCT 31 '58
ALICE J. DUCK, CLERK
REGISTER

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular July Term, 1954, of the Circuit Court of Baldwin County,
to-wit: On the 22nd day of July, 1954, being a regular day of
said term, STANDARD COFFEE COMPANY, INC., a Corporation,

recovered judgment against CECIL I. DOWNEY

for the sum of FOUR HUNDRED AND SIXTY-FIVE and 57/100 Dollars, and cost of suit,
and that there is still owing on said judgment the sum of \$380.27,
and affidavit having been made by E. G. RICKABY, Attorney for the Plaintiff,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

WILLIAM HARVILLE,

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant or that he is, or
is believed to be indebted to said defendant or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon WILLIAM HARVILLE,
c/o Breeze Pine Bar and Grill, Bay Minette, Alabama.

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the Monday in 58 A. D. 1958,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making his answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer he was indebted to said defendant
and whether he will not be indebted in future to said defendant
he
by a contract then existing, and whether by a contract then existing
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether he has not in his possession or under his control money or
effects belonging to the defendant CECIL I. DOWNEY

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

Witness, ALICE J. DUCK, Clerk of said Court, this 31 day of Oct, A. D., 1958

Issued day of A. D., 19

ATTEST:

Alice Duck, Clerk.

STANDARD COFFEE COMPANY, INC.,
A Corporation,

Plaintiff,

-VS-

CECIL I. DOWNEY,

Defendant,

WILLIAM HARVILLE, as Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AFFIDAVIT FOR GARNISHMENT

Before me, the undersigned Notary Public, personally appeared E. G. RICKARBY, Attorney for the Plaintiff, who being duly sworn doth depose and say that the said STANDARD COFFEE COMPANY, INC., a Corporation, on the 22nd day of July, 1954, recovered judgment against CECIL I. DOWNEY for the sum of FOUR HUNDRED AND SIXTY-FIVE and 57/100 DOLLARS (\$465.57), and the further sum of NINE and 70/100 DOLLARS (\$9.70) cost of suit, and that there is still outstanding on this judgment the sum of THREE HUNDRED AND EIGHTY and 27/100 DOLLARS (\$380.27); and that he believes the process of garnishment against WILLIAM HARVILLE is necessary to obtain satisfaction of said judgment, and that the said WILLIAM HARVILLE is supposed to be indebted to or have effects of the said defendant in his possession, or under his control.


E. G. RICKARBY,
Attorney for Plaintiff.

Sworn to and subscribed before me this 30th day of Oct., 1958.


Notary Public, Baldwin County, Ala.

FILED

Oct 31, 1958

ALICE L. DUCK, CLERK
REGISTER

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular July Term, 19 54, of the Circuit Court of Baldwin County,
to-wit: On the 22nd day of July, 19 54, being a regular day of
said term, STANDARD COFFEE COMPANY, INC., a Corporation,

recovered judgment against CECIL I. DOWNEY

for the sum of FOUR HUNDRED AND SIXTY-FIVE and 57/100 Dollars, and cost of suit,
and that there is still owing on said judgment the sum of \$380.27,
and affidavit having been made by E. G. RICKABY, Attorney for the Plaintiff,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

WILLIAM HARVILLE,

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant or that he is, or
is believed to be indebted to said defendant or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon WILLIAM HARVILLE,
c/o Breeze Pine Bar and Grill, Bay Minette, Alabama.

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the Monday in A. D. 1958,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making his answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer he was indebted to said defendant
and whether he will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing he
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether he has not in his possession or under his control money or
effects belonging to the defendant CECIL I. DOWNEY

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

Witness, ALICE J. DUCK, Clerk of said Court, this 31 day of Oct, A. D., 19 58

Issued day of A. D., 19

Recorded Nov. 14, 1958 ATTEST:

25

Alice J. Duck, Clerk.

STANDARD COFFEE COMPANY, INC.,
a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

-vs-

CECIL I. DOWNEY,
Defendant

MARTIN PARRY CORPORATION,
as Garnishee.

WRIT OF GARNISHMENT

To any Sheriff of the State of Alabama—Greeting:

WHEREAS, E. G. Rickarby, Jr., Attorney, for Plaintiff, has made affidavit as required by law that on the 22nd day of July, 1954, the Circuit Court of Baldwin County, Alabama, recovered a judgment against Cecil I. Downey for the sum of Four Hundred Sixty-five and $\frac{57}{100}$ (\$465.57) Dollars and the further sum of Nine and $\frac{70}{100}$ Dollars (\$9.70) cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Martin Parry Corporation has, or is believed to be indebted to the defendant, or to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

These are therefore to command you, that you summon the said Martin Parry Corporation, Garnishee, to be and appear at Circuit Court of Baldwin County, Alabama, to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession or under its control any money or effects belonging to the defendant; and whether he is indebted to said defendant, or is liable to him on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

WITNESS my hand as Clerk of said Court at office, this

15th day of Sept, 1954.

FILED

9-15-54

ALICE J. MOON, Clerk

Alice J. Moon
Clerk.

STANDARD COFFEE COMPANY, INC.,

A Corporation,
Plaintiff

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

-vs-

CECIL I. DOWNEY,

Defendant

MARTIN PARRY CORPORATION,

As Garnishee.

AFFIDAVIT FOR GARNISHMENT

Personally appeared before me, J. H. Arnold,
a Notary Public for said County and said State, E. G. Rickarby, Jr.,
Attorney for Plaintiff, in the above mentioned cause, who being
duly sworn, deposes and saith that the STANDARD COFFEE COMPANY, INC.,
a Corporation, on the 22nd day of July, 1954, in the Circuit Court
of Baldwin County, Alabama, recovered a judgment against CECIL I.
DOWNEY for the sum of Four Hundred Sixty-five and 57/100 Dollars
(\$465.57), and the further sum of Nine and 7/100 (\$9.70) cost of
suit, and that he believes the process of garnishment is necessary
to obtain satisfaction of said judgment, and that MARTIN PARRY
CORPORATION is believed to have in its possession or under its con-
trol, money or effects belonging to the defendant, or is believed
to be indebted to the defendant, or is liable to him on a contract
for the delivery of personal property, or on a contract for the
payment of money which may be discharged by the delivery of per-
sonal property, or which is payable in personal property.



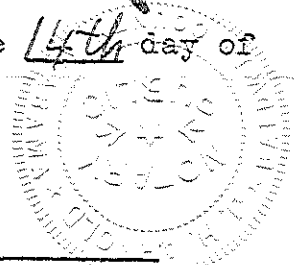
Sworn to and subscribed before me this the 14th day of
September, 1954.

FILED

9-15-54

ALICE J. JACK, Clerk


Notary Public, Baldwin County, Alabama.



STANDARD COFFEE COMPANY, INC.,

a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

-VS-

CECIL I. DOWNEY,

Defendant.

MARTIN PARRY CORPORATION,
REPAIR DIVISION,

as Garnishee.

NOTICE TO DEFENDANT

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to notify CECIL I. DOWNEY,
that on the 15th day of Sept, 1954, a writ of
garnishment in the above stated case was issued to MARTIN PARRY
CORPORATION, REPAIR DIVISION, as Garnishee.

And you will return this writ according to law.

WITNESS my hand this 15th day of Sept, 1954.

Alice J. Duck
Clerk.

Received in office _____ day of _____, 1954.

Sheriff.

Executed by serving a copy of the within writ on _____
day of _____, 1954.

Sheriff

FILED

9-15-54

ALICE J. DUCK, Clerk

ELLIOTT G. RICKARBY
(DECEASED)

LAW OFFICES
RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

28 May 1954

Mrs. Alice J. Duck
Clerk Circuit Court
Bay Minette, Ala.

Dear Mrs. Duck:

Re: Standard Coffee Co.
Vs: Cecil I. Downey

With this we are sending you summons and complaint,
itemized and verified statement of account and de-
posit for costs in the sum of \$15.00 in the above
case.

Mr. Downey lives in Bay Minette,

Yours very truly,


E. G. Rickarby, Jr.

R/i
Encl.
1952

STANDARD COFFEE COMPANY, INC.,

a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

-VS-

CECIL I. DOWNEY,

Defendant

COMPLAINT

COUNT ONE: The Plaintiff claims of the Defendant the sum of FOUR HUNDRED SIXTY FIVE and 57/100 DOLLARS (\$465.57) due from him by account on the 20th day of February, 1954; which sum of money with interest thereon is still due and unpaid.

RICKARBY & RICKARBY

By: 

E. G. Rickarby, Jr.,
Attorney for Plaintiff

The account sued on is evidenced by an itemized and verified statement of account filed herewith.

RICKARBY & RICKARBY

By: 

E. G. Rickarby, Jr.,
Attorney for Plaintiff