

2633

CENTRAL BALDWIN BANK, A Corp.,

Plaintiff,

VS.

ELVIR R. CALLOWAY,

Defendant.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. ~~AT LAW~~

This cause coming on to be heard is submitted upon the petition of Plaintiff that this cause be revived in the name of Elvir Rix Calloway, as Administrator of the estate of the Defendant, the defendant having died during the pendency of this suit, on to-wit: October 15, 1955.

It is ordered, Adjudged and Decreed by the Court that this cause be and it hereby is revived in the name of Elvir Rix Calloway, as administrator of the estate of Elvir Rix Calloway, as defendant, and this cause proceed against the said administrator, as defendant.

Dated this 28th day of May, 1956.

Hubert M. Hall
Judge

FILED
23 1956

B O N D

STATE OF ALABAMA, 0
 0
COUNTY OF BALDWIN. 0

KNOW ALL MEN BY THESE PRESENTS, That we, Central Baldwin Bank, a corporation, as principal, and W A Ellis AND [Signature], as sureties, are held and firmly bound unto Elvin R. Calloway in the sum of FIFTEEN HUNDRED (\$1500.00) DOLLARS, to be paid to the said Elvir R. Calloway, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly, by these presents. Sealed with our seals, and dated this 11 day of June, in the year of our Lord, one thousand nine hundred and fifty-five.

The condition of the above obligation is such, That whereas, the above bound Central Baldwin Bank, a corporation, on the day of the date hereof hath, obtained at the suit of Central Baldwin Bank, a corporation, against Elvir R. Calloway, a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of Baldwin County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said plaintiff shall fail in this suit, and shall pay the defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

CENTRAL BALDWIN BANK, a corporation,

BY: W A Ellis Pres (SEAL)

[Signature] (SEAL)

(SEAL)

Approved this 13th day of June, 1955.

[Signature]
CLERK.

CENTRAL BALDWIN BANK, A Corporation, Plaintiff,	vs. ELVER R. CALLAWAY, Defendant.
IN THE CIRCUIT COURT OF	
BALDWIN COUNTY, ALABAMA	
AT LAW	

STIPULATION OF PARTIES

It is stipulated and agreed between the parties to the above styled cause, and the express consent of the Plaintiff is hereby given, that the Defendant's replevy bond dated July 27, 1955, where- in Neander McKean and A. R. Guilt are sureties be substituted for the Defendant's replevy bond heretofore filed in the above styled cause and approved by the Sheriff of Baldwin County, Alabama, and that the Fidelity & Casualty Company of New York be relieved of any liability as the surety on said bond.

IN WITNESS WHEREOF, Telfair J. Mashburn, Jr., as Attorney for Central Baldwin Bank, A Corporation, and Chason & Stone, acting by and through Norborne C. Stone, as Attorney for Defendant, Elver R. Callaway, have caused these presents to be executed on this the 2nd day of August, 1955.

CENTRAL BALDWIN BANK, a Corpor-
 ation
 By: Telfair J. Mashburn, Jr.
 As Its Attorney of Record

ELVER R. CALLAWAY
 By: [Signature]
 As Attorney of Record

CENTRAL BALDWIN BANK, A
CORPORATION,

Plaintiff,

VS.

ELVIR R. CALLOWAY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. 2633

Comes the Plaintiff by its Attorney, Telfair J. Mashburn, Jr.
and shows unto this Honorable Court as follows:

That Elvir R. Calloway, the defendant, departed this life on
or about, to-wit: the 15th day of October, 1955; that on, to-wit:
the 20th day of December, 1955, the death of said defendant was
suggested to this Honorable Court and entered upon the minutes
thereof; that on, to-wit: the 10th day of November, 1955, in the
Probate Court of Mobile County, Alabama, ELVIR RIX CALLOWAY, the
son of said decedent, was duly appointed, qualified, and is now
acting as Administrator of the Estate of said Elvir R. Calloway;
that on, to-wit: the 24th day of May, 1956, Plaintiff filed a
Motion to Revive said Cause against the said Personal Representa-
tive; that on, to-wit: the 24th day of May, 1956, Notice was
Issued to the said Personal Representative to Come in and Defend
in the Place and Stead of the said Decedent; that on, to-wit: the
7th day of June, 1956, the said Notice was returned by the Sheriff,
marked "Not Found"; that Affiant is informed and believes, and, on
such information and belief, avers that the said personal represen-
tative is a non-resident of the State of Alabama, and that he is,
therefore, not subject to being personally served; that it is neces-
sary that service on him be obtained by Registered Mail as in such
cases is made and provided by the Statutes; and that Affiant verily
believes that the address of said Personal Representative of said
Decedent is "Mr. Elvir Rix Calloway, 10971 Claire Avenue, Reseda,
California.

WHEREFORE, THE PREMISES CONSIDERED, Plaintiff prays this
Honorable Court, in accordance with the Statutes in such cases made
and provided, to serve notice on the said ELVIR RIX CALLOWAY, as
Administrator of the Estate of ELVIR R. CALLOWAY, Deceased, by
Registered Mail with a Return Receipt Requested, requiring him to

appear and defend in this cause in the place and stead of said decedent, within the time, and under the pains and penalties, required by law and the practice of this Honorable Court.

Telfair J. Mashburn, Jr.

STATE OF ALABAMA, 0
 0
COUNTY OF BALDWIN. 0

Before me, ALICE J. DUCK, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared Telfair J. Mashburn, Jr., whose name is signed to the above and foregoing pleading, and who is known to me, and who, being by me first duly and legally sworn, on oath deposes and says as follows: "I am the Attorney for the Plaintiff in this cause and I am authorized to make this oath; I am familiar with the allegations of the above and foregoing petition and said allegations are true and correct".
Further Deponent says not.

Telfair J. Mashburn, Jr.

Sworn to and subscribed before me on this the 10th day of August, 1956.

Alice J. Duck
Clerk of the Circuit Court of Baldwin County, Alabama.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 2633

CENTRAL BALDWIN BANK, A
CORPORATION,

Plaintiff,

VS.

ELVIR R. CALLOWAY,

Defendant.

PETITION FOR SERVICE BY
REGISTERED MAIL.

FILED

AUG 10 1956

ALICE H. DUCK, Clerk

STATE OF ALABAMA

REPLEVY BOND

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, Elver R. Callaway, as Principal, and the undersigned, as Sureties, are held and firmly bound unto Central Baldwin Bank, A Corporation, in the sum of Two Thousand Dollars (\$2,000.00) for the payment of which well and truly to be made, we bind ourselves and each of us and our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

Sealed with our seals and dated this the 27th day of July, 1955.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the said Central Baldwin Bank did on the 13th day of June, 1955, sue out of the Circuit Court of Baldwin County, Alabama, a writ of detinue directed to any sheriff of the State of Alabama and commanding him to take into his possession the following property sued for in the said action of detinue, to-wit:

One Universal Minn. Moline Farm Tractor No. 0195001759;
and One Two Row Minn. Moline CVH Cultivator,

which said writ was placed in the hands of Taylor Wilkins, Sheriff of said County, on the 13th day of June, 1955, and executed by him on the 11th day of July, 1955, by taking into his possession the above described property; and whereas, the above bound Elver R. Callaway, the Defendant in said suit, has, within five days from the execution of said writ, entered into this bond, as required by law,

NOW THEREFORE, if the said Elver R. Callaway shall defend said suit to effect, or if being cast therein he shall, within thirty days after judgment, deliver the above described property to the Plaintiff and pay all such costs and damages as may have accrued from the detention thereof and assessed against him in said suit,

then, in either of said events, this obligation to be null and void,
otherwise to remain in full force and effect.

Elmer R. Alloway (SEAL)
As Principal

Neander McLean (SEAL)

A. G. Gule (SEAL)
As Sureties

Taken and approved this

3rd day of Aug., 1955.

Jay C. Wilkins
Sheriff.

STATE OF ALABAMA

MOBILE COUNTY

I, Ray D. Bridges, Sheriff of Mobile County, Alabama, do
hereby certify that I have examined the within and foregoing bond
and that if the same were presented to me in my capacity as such
Sheriff that I would approve the same.

WITNESS my hand this the 27 day of July, 1955.

Ray D. Bridges
Ray D. Bridges, Sheriff of Mobile
County, Alabama

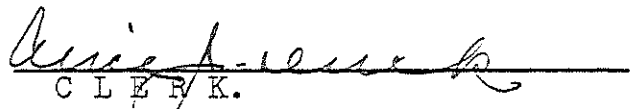
STATE OF ALABAMA, 0
 0
COUNTY OF BALDWIN. 0

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon ELVIR R. CALLOWAY to appear before the Circuit Court of BALDWIN COUNTY, Alabama, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur to or plead to the complaint of CENTRAL BALDWIN BANK, a Corporation.

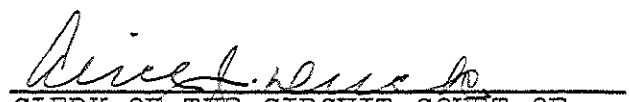
You are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this 13th day of June, 1955.


CLERK.

The plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the defendant give bond payable to the plaintiff, with security in double the value of the property, conditioned that if the defendant is cast in the suit, he will, within thirty days thereafter deliver the property to the plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Witness my hand this 13th day of June, 1955.


CLERK OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

CENTRAL BALDWIN BANK, A
Corporation,

Plaintiff,

VS.

ELVIR R. CALLOWAY,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. _____

C O M P L A I N T

The plaintiff claims of the defendant the following described personal property, to-wit: One Universal Minn. Moline Farm Tractor No. 0195001759; and One Two Row Minn. Moline OVH Cultivator, with the value of the use thereof from, to-wit: the 1st day of July, 1954.

Telfair J. Mashburn, Jr.
Attorney for Plaintiff.

STATE OF ALABAMA, 0
COUNTY OF BALDWIN. 0

Before me Alice J. Duck, Clerk of the Circuit Court of Baldwin County, in and for said County personally appeared Telfair J. Mashburn, Jr., who, being duly sworn, deposeth and saith, That he is the attorney for the plaintiff in the above styled cause and he is informed and believes and, on such information and belief, avers that the property sued for in the complaint of Central Baldwin Bank, a corporation, against Elvir R. Calloway, belongs to the Central Baldwin Bank, the said plaintiff.

Telfair J. Mashburn, Jr.

Sworn to and subscribed before me
this 13th day of June, 1955.

Alice J. Duck
Notary Public, Baldwin County, Alabama.
Alice J. Duck

CENTRAL BALDWIN BANK,
A Corporation,
VS. Plaintiff,
ELVIR R. CALLOWAY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 2633

TO: ELVER RIX CALLOWAY, as Administrator of the Estate of ELVIR
R. CALLOWAY, Deceased:

You are hereby commanded to be and appear before this Court,
within thirty days from the service hereof, and defendain Cause
No. 2633 wherein the Central Baldwin Bank, A Corporation, is
Plaintiff, and Elvir R. Calloway is defendant, in the place and
stead of the said ELVIR R. CALLOWAY, Now Deceased.

Witness my hand this 28th day of May, 1956.

Reice A. Duck
CIRCUIT CLERK.

TO ANY SHERIFF OF THE STATE OF ALABAMA: GREETING:

You are hereby commanded to execute the foregoing and due
return thereof make according to law.

Witness this 28th day of May, 1956.

Reice A. Duck
CIRCUIT CLERK.

Co 17 Taylor Wilkins 167

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. 2633

RECORDED

CENTRAL BALDWIN BANK, A
Corporation,

Plaintiff,

VS.

ELVIR R. CALLOWAY,

Defendant.

FILED

MAY 24 1956

ALICE J. DICK, Clerk

NOTICE TO PERSONAL REPRESENTATIVE.

Defendant may be Served at
2412 Spring Hill Avenue
Mobile, Alabama

RETURNED 6-7-56

Not found in my County after diligent search and inquiry.

RAY D. BRIDGES, Sheriff

By A. L. Chatham D. S.

Julius A. Wadsworth, Jr.
ATTORNEY FOR PLAINTIFF.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 2633

CENTRAL BALDWIN BANK, A
Corporation,

Plaintiff,

VS.

ELVIR K. CALLOWAY,

Defendant.

RECORDED

FILED

MAY 24 1956

ALICE J. GUCH, Clerk

MOTION TO REVIVE AGAINST
PERSONAL REPRESENTATIVE.

Defendant can be served at

2412 Spring Hill Avenue,

Mobile, Alabama

2633

WILLIAM R. LAUTEN,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS.)	AT LAW
DONALD W. BUSBY,)	NO. <u>2653</u>
Defendant.)	

COUNT ONE

The Plaintiff claims of the Defendant the sum of TWO HUNDRED AND NO/100 (\$200.00) DOLLARS damages for the breach of an agreement entered into by him on, to-wit, the 31st day of May, 1955, in substance as follows:

The Defendant agreed to pick up at and haul from Mullet Point, Baldwin County, Alabama, the old brick in the yard where the Plaintiff resides at Mullet Point, which brick then numbered approximately 16,000, and deliver to and stack said brick on the Plaintiff's lot in Ton Lours Subdivision in the City and County of Mobile, Alabama, and in consideration therefor, the Plaintiff agreed to pay the Defendant the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, of which sum the Plaintiff has already paid the Defendant FIFTY AND NO/100 (\$50.00) DOLLARS, and the Plaintiff avers that the Plaintiff has been ready, willing and able to perform the other part of his agreement, and avers that the Plaintiff has demanded that the Defendant perform his part of the agreement, but the Defendant has breached said agreement on his part in that the Defendant, after said demand, has failed or refused to pick up and haul said brick from said place, and has failed or refused to deliver to and stack said brick on the Plaintiff's said lot, all to the damage of the Plaintiff in the sum aforesaid.

COUNT TWO

The Plaintiff claims of the Defendant the sum of TWO HUNDRED AND NO/100 (\$200.00) DOLLARS damages for the breach of an agreement entered into by him on, to-wit, the 31st day of

May, 1955, in substance as follows:

The Defendant agreed to pick up at and haul from Mullet Point, Baldwin County, Alabama, the old brick in the yard where the Plaintiff resides at Mullet Point, which brick then numbered approximately 16,000, and deliver to and stack said brick on the Plaintiff's lot in Ton Lours Subdivision in the City and County of Mobile, Alabama, and in consideration therefor, the Plaintiff agreed to pay the Defendant the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, and the Plaintiff says that, although he has complied with all its provisions on his part, the Defendant has failed to comply with the following provisions thereof, viz:

The Defendant has failed or refused to pick and haul said brick from said place, and has failed or refused to deliver to and stack said brick on the Plaintiff's said lot, all to the damage of the Plaintiff in the sum aforesaid.

COUNT THREE

The Plaintiff claims of the Defendant the further sum of FIFTY AND NO/100 (\$50.00) DOLLARS due from him by account on, to-wit, the 31st day of May, 1955, which sum of money, with the interest thereon, is still unpaid.

COUNT FOUR

The Plaintiff claims of the Defendant the sum of FIFTY AND NO/100 (\$50.00) DOLLARS due from him for money on, to-wit, the 31st day of May, 1955, received by the Defendant to the use of the Plaintiff, which sum of money, with the interest thereon, is still due and unpaid.

COUNT FIVE

The Plaintiff claims of the Defendant the sum of FIFTY and NO/100 (\$50.00) due from him on account stated between the Plaintiff and Defendant on, to-wit, the 31st day of May, 1955, which sum of money, with the interest thereon, is still due and unpaid.

LAW OFFICES
J. Terry Reynolds, Jr.
1ST NAT'L BANK BLDG.
MOBILE, ALA.

Defendant's address:
Battles Wharf, Alabama.

He lives in house just across from
Battles Wharf Post Office.

J. Terry Reynolds, Jr.
Attorney for the Plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 2653

July

TERM, 19 55.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

DONALD W. BUSBY -----BATTLE WHARF, ALABAMA.

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

DONALD W. BUSBY

Defendant

by

WILLIAM R. LAUTEN

Plaintiff

Witness my hand this 6th. day of July 19 55.

Alice J. Duck, Clerk

LAW OFFICES OF
J. TERRY REYNOLDS, JR.
ATTORNEY AT LAW
605-6 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA
TELEPHONE 3-3661

WILLIAM R. LAUTEN

November 15, 1955

Mrs. Alice J. Duck, Clerk,
Circuit Court of Baldwin County,
Bay Minette, Alabama

Re: William R. Lauten
Vs: Donald W. Busby
Circuit Court
No. 2653

Dear Mrs. Duck:

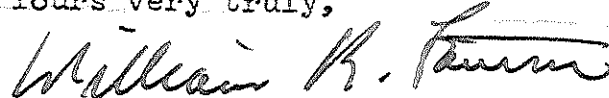
I enclose herewith an affidavit for garnishment in the above case. Will you please cause the appropriate notice to be issued to the Defendant together with a summons to the garnishee, Fairhope Ice and Creamery Company, Inc., to answer the garnishment.

The Defendant's address is Battles Wharf, Alabama, across the street from the Battles Wharf Post Office. The garnishee's address is 627 Fairhope Avenue, Fairhope, Alabama.

When this notice and summons have been issued, it would be appreciated if you would advise me. It would also be appreciated if you will advise me when service has been perfected.

Thanking you, I am

Yours very truly,



WILLIAM R. LAUTEN

WRL:gj

Encl. 1

STATE OF ALABAMA,
BALDWIN COUNTY }

TO Donald W. Busby, Defendant:

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

WILLIAM R. LAUTEN, Plaintiff.....

versus DONALD W. BUSBY, Defendant.....

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

FAIRHOPE ICE & CREAMERY COMPANY

has S been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 17th
day of November, 1955....

Alvin J. Smith
Clerk of the Circuit Court.

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority in aforesaid County in said State, personally appeared William R. Lauten, who made oath in due form of law that William R. Lauten hath obtained judgment against Donald W. Busby for \$110.00, besides cost of suit, before the Circuit Court of Baldwin County, Alabama, and that there is a balance due on said judgment of \$70.00, plus all cost of Court, including the cost of this garnishment and that Fairhope Ice and Creamery Company, Inc., 627 Fairhope Avenue, Fairhope, Alabama, is supposed to be indebted to or have effects of the said Donald W. Busby in its possession, or under its control, and that he believes process of garnishment is necessary against the said Fairhope Ice and Creamery Company, Inc., to obtain satisfaction of said judgment.

William R. Lauten
Affiant

Subscribed and sworn to before
me this 11 day of November, 1955

Alice L. Luck
~~NOTARY PUBLIC, MOBILE COUNTY, ALABAMA~~
Clerk, Circuit Court

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 August Term, 1955, of the Circuit Court of Baldwin County,
to-wit: On the 16th day of August, 1955, being a regular day of
said term, William R. Lauten

recovered judgment against Donald W. Busby

for the sum of One hundred ten and no/100 (\$100.00 new outstanding) Dollars, and cost of suit, 717.55
and affidavit having been made by William R. Lauten
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Fairhope Ice & Creamery Company

has or is believed to have in their possession, or under their control money
or effects belonging to said defendant Donald W. Busby or that they are
is believed to be indebted to said defendant Donald W. Busby 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 Fairhope Ice and
Creamery Company

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 within 30 days Monday in Monday A. D. 1955,
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 their answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer they were was indebted to said defendant
and whether they will not be indebted in future to said defendant

Donald W. Busby by a contract then existing, and whether by a contract then existing they
are, 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 they has not in their possession or under their control money or
effects belonging to the defendant Donald W. Busby

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

Witness, ALICE J. DUCK, Clerk of said Court, this 16th day of August, A. D., 1955

Issued 16th day of August A. D., 1955

ATTEST:

Alice J. Duck, Clerk.