

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

August 31, 1956

2982

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

Dear Mrs. Duck:

Inre: Bank of Fairhope
Vs: Sidney L. Fendley
Our File: 3797
Case No. 2982

In the above mentioned matter, we are asking for a judgment by Default in the above styled case. The claim was filed for \$403.33, and \$65.00 attorneys' fee, and the costs were \$38.55. Defendant paid \$116.49, leaving a balance of \$390.39, for which we ask judgment.

We are enclosing the promissory note. Please have Judgment by Default entered and oblige.

Yours very truly,



EGR/ts
9-11-56
cc: Bank of Fairhope

Encl.

E. G. RICKARBY

BANK BUILDING

FAIRHOPE, ALABAMA

August 31, 1956

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LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA
21 july 1956

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

Dear Mrs. Duck: Bank v Fendley

n Please process this suit and garnishment
as soon as possible.

Yours very truly,



cc Bank

BANK OF FAIRHOPE, A
Corporation

PLAINTIFF

VS

S. L. FENDLEY,


DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

C O M P L A I N T

COUNT I

The Plaintiff claims of the Defendant FOUR HUNDRED AND THREE DOLLARS AND THIRTY-THREE CENTS (\$403.33) due by promissory note made by him on the 17th day of April, 1956, payable on to-wit, the 17th day of July, 1956; and the Plaintiff avers that in the said note as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama, and agreed to pay an attorneys fee for the collection thereof, and the Plaintiff hereby claims the further sum of SIXTY-FIVE DOLLARS (\$65.00) as such attorneys fee.


E. G. RICKARBY,
Attorney for Plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. 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 S. L. FENDLEY

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 S. L. FENDLEY,

_____, Defendant.

by the BANK OF FAIRHOPE, A Corporation,

_____, Plaintiff.

Witness my hand this 23 day of July 19 56

W. J. Remick, Clerk

No. 2982

Page

RECORDED

The State of Alabama
Baldwin County

CIRCUIT COURT

BANK OF FAIRHOPE, A

Corporation

Plaintiffs

vs.

S. L. FENDLEY

Defendants

Summons and Complaint

Filed

FILED

19

JUL 23 1956

Clerk

ALICE J. DUCK, Clerk

E. G. RICKARBY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

he is *Modern Skin Co*
Fairhope, Alabama

Received In Office

19

, Sheriff

I have executed this summons

this 25 July 19 56

by leaving a copy with

S. L. Fendley

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY

Stadham
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Stadham Deputy Sheriff

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE BANK OF FAIRHOPE, A Corporation andH. G. Bishop & John Beasleyare held and firmly bound unto S. L. FENDLEYin the sum of NINE HUNDRED THIRTY-SIX & 66/100 (\$936.66) DOLLARS,to be paid to the said F. L. FENDLEY,

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, severally and firmly by these Presents.

Sealed with our seals, and dated this 21 day of July, 19 56

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

BANK OF FAIRHOPE, A Corporation

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said F. L. FENDLEY

the sum of FOUR HUNDRED SIXTY-EIGHT and 33/100 (\$468.33) Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

FAIRHOPE HARDWARE & SUPPLY COMPANY, A Corporation

summoning it to answer what it is indebted to said Defendant, or what effects of said Defendant it has in its possession, or under its 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 we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

BANK OF FAIRHOPE

By

H. G. Bishop (Seal)H. G. Bishop (Seal)John M. Beasley (Seal)Approved this 23 day of July A. D., 19 56Miss J. W. W. Clerk.

The State of Alabama
Baldwin County

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared H. G. BISHOP, President of the
Bank of Fairhope,

who, being duly sworn, doth depose S. and say S. that S. L. FENDLEY

is
Bank of Fairhope, A Corp.
indebted to / in the sum of \$468.33 Dollars,
and that Bank of Fairhope commenced on suit by summons and complaint on said indebtedness
against the said S. L. FENDLEY

and that FAIRHOPE HARDWARE & SUPPLY COMPANY, A Corporation,
is

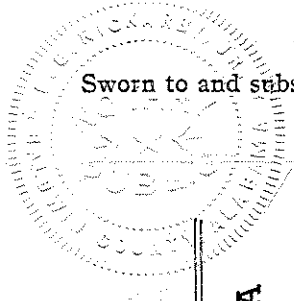
supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in its
possession, or under its control, and that he believe that process of Garnishment against the said
FAIRHOPE HARDWARE & SUPPLY COMPANY, A Corporation,

is necessary to obtain satisfaction of said claim; and that the said FAIRHOPE HARDWARE & SUPPLY CO.
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.

H. G. Bishop
H. G. BISHOP

Sworn to and subscribed before me this 21 day of July, 1956

Alice J. Duck, Clerk Circuit Court.
Baldwin Co.



RECORDED

116

No. 2-982

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

BANK OF FAIRHOPE, A

Corporation

Plaintiff

TO

S. L. FENDLEY

Defendant

Bond and Affidavit in Garnishment
on Summons

Filed this 23 day of July, 1956
ALICE J. DUCK, Clerk
Clerk.

Printed by Moore Ptg. Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting :

Whereas, the BANK OF FAIRHOPE, A Corporation

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said

County, against S. L. FENDLEY,

for the sum of FOUR HUNDRED SIXTY-EIGHT & 33/100 (\$468.33) Dollars and whereas, the said

S. L. FENDLEY

has entered into bond, and made affidavit as required by law that the said S. L. FENDLEY

is indebted to BANK OF FAIRHOPE in the sum of FOUR HUNDRED SIXTY-EIGHT & 33/100 (\$468.33)

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 FAIRHOPE HARDWARE & SUPPLY COMPANY,

A Corporation

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said S. L. FENDLEY

to be and appear at the next term of the Circuit Court, to

be holden for the County of Baldwin, on 19-56
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 garnishment 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 property, and whether you have not in your possession
or under your control money or effects belonging to the defendant.

Witness my hand this 23 day of July, 1956

W. J. F. W. W. W.
Clerk.

Received 23 day of July 1956
and on 24 day of July 1956
served a copy of the writ on Barn
Fairhope Hardware & Ship

service on Jack Overmyer
3649 Repl.
TAYLOR WILKINS, Sheriff
By Ellen S. Sitar D. S.

Sheriff claims 20 miles at
Ten Cents per mile Total \$ 2.00
TAYLOR WILKINS, Sheriff
BY Shasham
DEPUTY SHERIFF

RECORDED

No. 2-982

Circuit Court of Baldwin County

BANK OF FAIRHOPE, A
Corporation

VS. } GARNISHMENT ON SUMMONS

S. L. FENDLEY

Issued 23 day of July 1956

FIL
JUL 23 1956
ALICE J. DUCK, Clerk

E. G. RICKARBY
Plaintiff's Attorney

State of Alabama

BALDWIN COUNTY

TO S. L. FENDLEY, Defendant:

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

BANK OF FAIRHOPE, A Corporation, Plaintiff,

versus S. L. FENDLEY, Defendant,

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

FAIRHOPE HARDWARE & SUPPLY COMPANY, A Corporation,

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 23

day of July, 1956.

Clerk of the Circuit Court.