LAW OFFICE OF

### FOREST A. CHRISTIAN FOLEY, ALABAMA

June 7, 1958

Honorable H.M. Hall Circuit Judge Bay Minette, Alabama

Case No. (3473

Re: Reynolds Brothers

vs: W. L. Lowery

Dear Judge:

Kindly render a judgment in this case based on an itemized statement of account in the amount of \$298.00 which includes \$24.62 interest.

Cordially yours

FOREST A. CHRISTIAN

#### SUMMONS

THE STATE OF ALABAMA, )

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

)

You are hereby commanded to summon W. T. LOWERY, 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, Alabama, at Bay Minette, Alabama, against W. T. LOWERY, by REYNOLDS BROTHERS LUMBER CO, a partnership composed of J. P. REYNOLDS AND J. P. REYNOLDS.

Witness my hand this the 1 day of March, 1958.

Asiet Duck

#### 

#### COMPLAINT

REYNOLDS BROTHERS LUMBER CO.,
a partnership composed of J. P.

REYNOLDS AND M. S. REYNOLDS,

PLAINTIFF,

VS:

M. T. LOWERY,

DEFENDANT

DEFENDANT

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

#### COUNT I:

The plaintiff claims of the defendant TWO HUNDRED SEVENTY THREE & 38/100 DOLLARS (\$273.38), due from him by account on, to wit: the 27th day of December, 1956, which sum of money, with interest thereon is still unpaid.

#### COUNT II:

The plaintiff claims of the defendant TWO HUNDRED SEVENTY THREE & 38/100 DOLLARS (\$273.38), due from him on account stated between the plaintiff and the defendant on, to wit: the 27th day of December, 1956, which sum of money, with interest thereon, is still unpaid.

#### COUNT III:

The plaintiff claims of the defendant TWO HUNDRED SEVENTY THREE & 38/100 DOLLARS (\$273.38), due from him for merchandise, goods and chattels sold by the plaintiff to the defendant on, to wit: the 27th day of December, 1956, which sum of money, with interest thereon, is still a unpaid.

There is attached to the original hereof, an itemized statement of account verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 1st day of March, 1958.

Defendant's address is Foley, Alabama.

Attorney for Plaintinf

#### AFFIDAVIT OF J. P. REYNOLDS

THE STATE OF ALABAMA, )
BALDWIN COUNTY. )

J. P. REYNOLDS, first being duly sworn, deposes and says as follows:

My name is J. P. Reynolds; I am a partner in REYNOLDS BROTHERS
LUMBER CO., a partnership composed of J. P. REYNOLDS and M. S. REYNOLDS,
Foley, Alabama; I know that W. T LOWERY owes REYNOLDS BROTHERS LUMBER
CO. the sum of TWO HUNDRED SEVENTY THREE & 38/100 DOLLARS (\$273.38)
after allowing all just credits.

J. P. Reynolds, Partner

Sworn to and subscribed before me, a Notary Public, this the 1st day of March, 1958.

Nøtary Public

cerved a copy of the within B/C. SUMMONS AND COMPLAINT By service on TAYLOR WILKINS, Sheriff A PARTNERSHIP COMPOSED OF J. P. REYNOLDS AND M. S. REYNOLDS Hillian Street PLAINTIFF VS Sheriff claims 22 miles at W. T. LOWERY, Ten Cents per mile Total \$ \_\_\_\_\_\_\_
TAYLOR WILKINS, Sheriff DEFENDANT IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW LAW OFFICE OF FOREST A. CHRISTIAN

70.3473 WILLI

REYNOLDS BROTHERS LUMBER CO.,

FOLEY, ALABAMA

LAW OFFICE OF

### FOREST A. CHRISTIAN FOLEY, ALABAMA

October 6, 1959

Hon. Taylor Wilkins, Sheriff Bay Minette, Alabama

Re: Reynolds Brothers Lumber Company

vs: W. T. Lowery
No. 3473½

Dear Taylor:

I am returning this garnishment without having it served, because I know that the debtor owes the bank on a note and should there be any funds in the bank, the bank would have the right to credit these funds on the past due note.

With best wishes, I am

Cordially yours

OREST A. CHRISTIAN

COPY

## FOREST A. CHRISTIAN ATTORNEY AT LAW FOLEY, ALABAMA

October 6, 1959

Hon. Taylor Wilkins, Sheriff Bay Minette, Alabama

Re: Reynolds Brothers Lumber Company

vs: W. T. Lowery No. 3473%

Dear Taylor:

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With best wishes, I am

Cordially your,

OREST AL CHRISTIA

Capy for mrs. Duck

# THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT	COURT	BALDWIN	COUNTY
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Clerk of the Circuit Court.

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day ofAugust	, 19 <b>4</b> 59	Ül	nee Clerk	luch of the Circuit Court.

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# THE STATE OF ALABAMA, & BALDWIN COUNTY

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Whice I Much Clerk.

#### AFFIDAVIT ON JUDGMENT

THE STATE OF ALABAMA, )
BALDWIN COUNTY. )

Personally appeared before me, ALICE J. DUCK, Clerk of the Circuit Court in and for said County FOREST A. CHRISTIAN, who being duly sworn, deposes and saith that REYNOLDS BROTHERS LUMBER COMPANY on June 7, 1958, A.D., in the Circuit Court of Baldwin County recovered a judgment against W. T. LOWERY for the sum of TWO HUNDRED NINETY-EIGHT & 00/100 DOLLARS (\$298.00) and the further sum of TWENTY-ONE & 85/100 DOLLARS (\$21.85) cost of court, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that the Farmers & Merchants Bank, Foley, Alabama has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that has or is believed to be indebted to the defendant, or is 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. palfallullo

Sworn to and subscribed before me this 26th day of August, 1959.

Clerk of the Circuit Court of Baldwin County.