

3747

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon RAYMOND STYRON, 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 the place of holding same by SHERRILL OIL COMPANY, an Ohio Corporation.

Witness my hand this the 19 day of January, 1959.

Executed
May 25, 1959

Deirdre J. ...
Clerk

CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC

COMPLAINT

SHERRILL OIL COMPANY,)	
An Ohio Corporation)	
PLAINTIFF)	
VS:)	IN THE CIRCUIT COURT OF
)	
RAYMOND STYRON)	BALDWIN COUNTY, ALABAMA
DEFENDANT)	
)	AT LAW

COUNT I:

The plaintiff claims of the defendant TWO HUNDRED EIGHTY THREE & 81/100 DOLLARS (\$283.81), due by promissory note made by him on the 21st day of December, 1957, and payable on the 1st day of February, 1958, with interest thereon.

Said note provides for a reasonable attorney's fee which plaintiff alleges to be \$55.00.

COUNT II:

The plaintiff claims of the defendant FIVE HUNDRED THIRTEEN & 94/100 DOLLARS (\$513.94), due by promissory note made by him on the 22nd day of September, 1958, and payable on the 1st day of December, 1958, with interest thereon.

Said note provides for a reasonable attorney's fee which plaintiff alleges to be \$100.00.

The defendant's address is:
Foley, Alabama.

Michael R. ...
Attorney for Plaintiff

collected 22 day of Jan 19 59
id on day of 19
served a copy of the within 89C
Raymond Styron
y service on
TAYLOR WILKINS, Sheriff
RAY D. BRIDGES, Sheriff
RAY D. BRIDGES, Sheriff

Consolidated
Raymond Styron
1959

BY TAYLOR WILKINS, Sheriff
Ten Cents per mile Total \$ 7.00
Sheriff claims 22 miles at 72

SUMMONS AND COMPLAINT

SHERRILL OIL COMPANY, An
Ohio Corporation

VS:

RAYMOND STYRON

RETURNED 3-4-59
I have found in my County after diligent
search and inquiry.
RAY D. BRIDGES, Sheriff
By J. C. Bridges, D.S.

FILED
JAN 10 1959
MARC J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Grand Bay
Close to Grants Cafe

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

July 1, 1959

Hon. H. M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Re: Farmers & Merchants Bank, Foley, Ala.
vs: Raymond Styron - Case No. 3733

Re: Sherrill Oil Company
vs: Raymond Styron

Dear Judge Hall:

Enclosed you will find a promissory note dated August 6, 1958 payable to Farmers & Merchants Bank, Foley, Alabama, which is recorded in Book 301, page 134. Kindly furnish me with a judgement in this case for a total amount of \$265.50 on a promissory waive note.

Also you will find enclosed two notes signed by Raymond Styron to the Sherrill Oil Company and you should render a judgement on both of these notes in a total amount of \$1,015.00 on a promissory waive note.

With best wishes, I am

Cordially yours,


FOREST A. CHRISTIAN

CC. for Sherrill Oil Co. File No. 3747.

SHERRILL OIL COMPANY,)	
an Ohio corporation,)	
)	
VS.)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
RAYMOND STYRON,)	
)	AT LAW NO. 3747 $\frac{1}{2}$
)	
)	
SOUTHLAND FARMS, INC.,)	
)	
)	
Garnishee.)	

MOTION TO SET ASIDE DECREE

Now comes Theo Styron, by his Attorney, and shows unto the Court as follows:

1. On June 29, 1960, Southland Farms, Inc., the garnishee in this cause, filed its written answer as such garnishee in this Court and paid into Court the sum of Twenty-four Hundred Three and 68/100 Dollars (\$2403.68), which it alleged in its said answer was due to the above named defendant.

2. The said answer of the said garnishee also alleged that Theo Styron claimed land rent on 160 acres of land at \$5.00 per acre, and 5¢ for each 100 pounds of graded potatoes produced (by the defendant, Raymond Styron). Attached to the answer was an affidavit of Theo Styron, a copy of which is hereto attached, marked "Exhibit A" and by reference made a part hereof as though fully incorporated herein.

3. On June 29, 1960, the day on which the said answer of the said garnishee was filed and the said funds paid into Court, this Court rendered a decree dated June 29, 1960, which directed the Clerk of this Court to pay to the plaintiff, or its attorney of record, the sum of Eleven Hundred Twenty-three and 10/100 Dollars (\$1123.10) from the funds that had been paid into Court by the said garnishee.

4. No notice was given to the said Theo Styron, as required by Title 7, Section 1023 of the 1940 Code of Alabama, so that he might appear in this cause and propound his claim to the funds paid into Court by the said garnishee.

5. The said Theo Styron has a landlord's lien on the crop that was produced by the defendant from the lands rented from Theo Styron and on the proceeds of the part of the crop that were paid into Court by the said garnishee.

WHEREFORE, Theo Styron moves this Court to set aside its said decree of June 29, 1960, which was heretofore rendered in this cause, and permit him to propound his claim to the moneys paid into this Court by the said garnishee.

J. B. Blackburn
Attorney for Theo Styron

STATE OF ALABAMA)
*
BALDWIN COUNTY)

I hereby certify that I mailed a copy of the above and foregoing motion by first class mail, postage prepaid, to Forest A. Christian, attorney for the plaintiff, Foley, Alabama, and to Cecil G. Chason, attorney for the garnishee, Foley, Alabama, on this the 26th day of July, 1960.

J. B. Blackburn
Attorney for Theo Styron

STATE OF ALABAMA)
*
BALDWIN COUNTY)

The above motion having been presented to me, it is ORDERED AND ADJUDGED that the said motion be and it is hereby continued until August 16, 1960.

Dated this 26 day of July, 1960.

Robert M. Hane
Judge

FILED
JUL 26 1960
ALICE L. DUCK, Clerk

EXHIBIT A

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared THEO STYRON, who first being duly and legally sworn, doth depose and say on oath as follows:

My name is Theo Styron. I rented, or leased, to Raymond Styron, One Hundred Sixty (160) acres of land for the production of the 1960 Irish potato crop by him, and Raymond Styron agreed to pay me the sum of Five Dollars (\$5.00) for each acre plus Five Cents (\$.05) for each One Hundred (100) pounds of graded potatoes produced on this land. This rent money or any part of it has not been paid to me and is now due and unpaid, and I claim a lien for this rent due me on any money owing to Raymond Styron by Cole D. Brown, or Southland Farms, Inc., resulting from the production of this potatoe crop.

(S) THEO STYRON

(SEAL)

STATE OF ALABAMA

BALDWIN COUNTY

SWORN TO AND SUBSCRIBED before me on this the 7th day of June, 1960.

(S) ARTHUR C. EPPERSON
Notary Public, State of Alabama
at Large

MOTION TO SET ASIDE DECREE

SHERRILL OIL COMPANY, an Ohio
corporation,
Plaintiff,

VS.

RAYMOND STYRON,
Defendant,
SOUTHLAND FARMS, INC.,
Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3747 $\frac{1}{2}$

FILED

JUL 26 1960

ALICE J. DUCK, Clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

SHERRILL OIL COMPANY,
an Ohio corporation,

VS.

RAYMOND STYRON,

SOUTHLAND FARMS, INC.,

Plaintiff,

Defendant,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3747½

AMENDED CLAIM OF THEO STYRON

Now comes Theo Styron, by his attorney, and amends his claim heretofore filed in this cause so that as amended it will read as follows:

1. On, to-wit, June 29, 1960, Southland Farms, Inc., the garnishee in this cause, filed its written answer as such garnishee in this Court and paid into Court the sum of \$2403.68, which it alleged in its answer was due by it to the above named defendant, Raymond Styron.

2. In the said answer of the said garnishee it was alleged that the claimant, Theo Styron, claimed a part of the said sum of \$2403.68, which was paid into Court by the garnishee in this cause, as land rent due to him by the defendant, Raymond Styron.

3. On, to-wit, October 24, 1960, the Clerk of the Circuit Court of Baldwin County, Alabama, issued a notice which purported to be a notice given under the provisions of Title 7, Section 1023 of the 1940 Code of Alabama, to the claimant, Theo Styron, a copy of which was served on J. B. Blackburn, as his attorney, on October 25, 1960:

The said Theo Styron hereby makes claim to ¹⁹⁴¹⁻⁵⁴~~\$1877.72~~ of the funds paid into Court by the said garnishee in this cause and assigns as grounds of his said claim, separately and severally, the following:

A. The defendant, Raymond Styron, was indebted to the claimant, Theo Styron, at the time of the service of the writ of garnishment in this cause and at the time the said garnishee made its answer to the said writ of garnishment in the amount of ¹⁹⁴¹⁻⁵⁴~~\$1877.72~~ for rent on land in Baldwin County, Alabama, which had been rented

by the claimant, Theo Styron, to the defendant, Raymond Styron, which said property is the following described real property situated in Baldwin County, Alabama, to-wit:

¹⁶⁵
~~160~~ acres of land, being the ¹⁶⁵~~160~~ acres owned by the claimant, which is in cultivation and which is a part of the East Half of Section 9, Township 8 South, Range 3 East, Baldwin County, Alabama.

B. The amount due to the claimant of ^{1941.54}~~\$1877.72~~, as set out above, is \$5.00 per acre for ¹⁶⁵~~160~~ acres of cultivated land and 5¢ per 100 pounds of graded potatoes produced by the defendant, Raymond Styron, on the said property of the claimant, the amount of graded potatoes produced being 21,554.55 one hundred pounds, on which the amount due to the claimant at 5¢ per 100 pounds is \$1,077.72.

C. The said funds paid into this Court by the garnishee in this cause are the proceeds from the sale of the crop raised by the defendant, Raymond Styron, on the lands of the claimant, Theo Styron, on which the claimant, Theo Styron, has a landlord's lien under the provisions of Title 31, Section 15 of the 1940 Code of Alabama, for rent due to the claimant.

^{1941.54}
D. The claimant further alleges that he claims a lien on ~~\$1877.72~~ for rent due to him as stated above. Claimant further alleges that he has heretofore filed a suit against the tenant, Raymond Styron, in the Circuit Court of Baldwin County, Alabama, Law Side, to enforce payment of the amount due to him.

Respectfully submitted,

J. B. Blackburn
(Attorney for Claimant)

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared THEO STYRON, who, after being by me first duly and legally sworn, deposes and says: That he is the claimant named in the above and foregoing amended claim; that he

has read over the said amended claim and that the facts stated therein are true.

[Signature]

Sworn to and subscribed before me on
this the 29th day of November, 1960.

Mary Lou Blackburn

Notary Public, Baldwin County, Alabama

FILED

NOV 29 1960

ALICE J. DUCK, Clerk

AMENDED CLAIM OF THEO STYRON

SHERRILL OIL COMPANY, an Ohio
corporation,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3747 $\frac{1}{2}$

FILED
NOV 29 1960
ALICE J. DUCK, Clerk

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid _____ Forest A. Christian _____

who being duly sworn, on oath says, that a regular _____ July _____ Term

of the Circuit Court of Baldwin County, to-wit: on the _____ 2nd _____ day of _____ July _____

19 _____ 59 _____ Sherrill Oil Company, An Ohio Corp. _____

recovered a judgment against _____ Raymond Styron _____

_____ or _____ for the sum of
One Thousand Fifteen and no/100 plus 6% interest/\$57.50 _____

Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

_____ Southland Farms, Inc. _____

supposed to be indebted to or have effects of the said _____ Raymond Styron _____

in _____ its _____ possession, or under _____ its _____ control, and that he believes process of

Garnishment against said _____ Southland Farms Inc. _____

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this _____ 17 _____

day of _____ May _____ A. D. 19 _____ 60 _____

_____ Alice J. Duck _____
Clerk.

_____ [Signature] _____

NO.

2747 1/2

CIRCUIT COURT

VS.

AFFIDAVIT Garnishment on Judgment

Filed this _____ day of

19____

Clerk.

MOORE PRINTING CO., BAY MINETTE, ALA.

Garnishment on Judgment.

The State of Alabama,
Baldwin County

5112310
CIRCUIT COURT, BALDWIN COUNTY

July TERM, 1959

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular July Term, 1959, of the Circuit Court of Baldwin County,
to-wit: On the 2nd day of July, 1959, being a regular day of
said term, Sherrill Oil Company, An Ohio Corp.

recovered judgment against Raymond Styron

or \$57.50
for the sum of One Thousand Fifteen and no/100 plus 6% interest Dollars, and cost of suit,
and affidavit having been made by Forest A. Christian, Attorney
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Southland Farms, Inc.

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant Raymond Styron or that it is, or
is believed to be indebted to said defendant Raymond Styron 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

Southland Farms, Inc.

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 A. D. 1959,
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 its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer its was it indebted to said defendant
and whether it will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing it
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 it has not in its possession or under its control money or
effects belonging to the defendant Raymond Styron

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

Witness, ALICE J. DUCK, Clerk of said Court, this 17 day of May, A. D., 1960.

Issued day of A. D., 19

ATTEST:

154

Alice J. Duck, Clerk.

Received 17 day of May 1960
on 17 day of May 1960
served a copy of the within White
Southland Farms Inc.
Bole E. Brown Pres.
service on _____

TAYLOR WILKINS, Sheriff
By Archie Lewis D. S.
Polay

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY CC
DEPUTY SHERIFF

Circuit Court, Baldwin County

No. 2742 1/2

SHERRILL OIL COMPANY, AN OHIO CORP.

VS. } Garnishment On Judgment

RAYMOND STYRON

Issued 17 day of May 19 60

Returnable _____ day of _____ 19____

Forest A. Shanks Christian
Attorney

SHERRILL OIL COMPANY,
an Ohio Corporation,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. 3747 $\frac{1}{2}$

MOTION TO SET ASIDE DECREE

Now come ERNEST PAGE, BUD ADAMS AND MORGAN SHERMAN, by their Attorney, and show unto the Court as follows:

1. On June 29, 1960, Southland Farms, Inc., the garnishee in this cause, filed its written answer as such garnishee in this Court and paid into Court the sum of Twenty-four Hundred Three and 68/100ths (\$2,403.68) Dollars, which it alleged in its said answer was due to the above named defendant.

2. The said answer of the said garnishee also alleged that ERNEST PAGE claimed One Hundred Twenty and No/100ths (\$120.00) Dollars as wages for work and labor done for said Raymond Styron, the defendant, in producing the crop of potatoes for which said garnishee owed the said defendant; that said BUD ADAMS claimed Two Hundred Fifty and No/100ths (\$250.00) Dollars as wages for work and labor done for the said defendant, RAYMOND STYRON, in producing the crop of potatoes for which said garnishee owed the said defendant, Raymond Styron; and that MORGAN SHERMAN claimed Three Hundred Seventy-five and No/100ths (\$375.00) Dollars as wages for work and labor done for said defendant, Raymond Styron, in producing the crop of potatoes for which garnishee owed the said defendant. Attached to the answer of said garnishee were affidavits of the said ERNEST PAGE, BUD ADAMS, AND MORGAN SHERMAN, which said affidavits are, by reference, made a part hereof as though fully set out herein.

3. On June 29, 1960, the day on which the said answer of the said garnishee was filed and the said funds paid into Court, this Court rendered a decree, dated June 29, 1960, which directed the Clerk of this Court to pay to the plaintiff, or its attorney of record, the sum of Eleven Hundred Twenty-three and 10/100ths (\$1123.10) Dollars from the funds that had been paid into Court by the said garnishee.

4. No notice was given to the said ERNEST PAGE, BUD ADAMS, or

MORGAN SHERMAN as required by Title 7, Section 1023, of the Code of Alabama of 1940, so that they might appear in this cause and propound their claims to the funds paid into Court by the said garnishee.

5. The said ERNEST PAGE, BUD ADAMS AND MORGAN SHERMAN have a work and labor lien on the crop of potatoes which was produced from their labor and on the proceeds of the part of the crop that were paid into Court by said Garnishee.

WHEREFORE, the said ERNEST PAGE, BUD ADAMS AND MORGAN SHERMAN move this Court to set aside its said decree of June 29, 1960, which was heretofore rendered in this Cause, and permit them to propound their claims to the moneys paid into this Court by said garnishee.

Julius H. Maddux
ATTORNEY FOR CLAIMANTS

STATE OF ALABAMA, §
 §
 §

COUNTY OF BALDWIN. §

I hereby certify that I mailed a copy of the above and foregoing motion by first class mail, postage prepaid, to Forest A. Christian, Attorney for the Plaintiff, Foley, Alabama, and to Cecil G. Chason, Attorney for the Garnishee, Foley, Alabama, on this the 28th day of July, 1960.

Julius H. Maddux
ATTORNEY FOR CLAIMANTS

STATE OF ALABAMA, §
 §
 §

COUNTY OF BALDWIN. §

m The above motion having been presented to me, it is ORDERED AND ADJUDGED that the said Motion be and it is hereby continued until August 16, 1960.

DONE this the 28th day of July, 1960.

Robert W. Hall
JUDGE.

FILED
JUL 28 1960

ALICE J. DUCK, Clerk

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 3747 $\frac{1}{2}$

SHERRILL OIL COMPANY,
an Ohio Corporation,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

MOTION TO SET ASIDE DECREE.

FILED
JUL 28 1960

ALICE J. BROWN

SHERRILL OIL COMPANY,
 an Ohio Corporation,

 Plaintiff,

 VS

 RAYMOND STYRON,

 Defendant,

 SOUTHLAND FARMS, INC.,

 Garnishee

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA

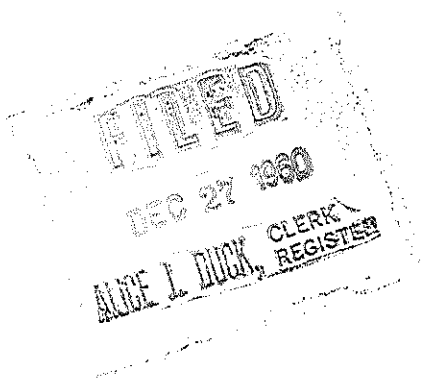
 AT LAW

 CASE NO. 3747½

DEMURRER

Comes the SHERRILL OIL COMPANY and for *Demurver* answer to the Amended
 Claim of Theo Styron filed in this case, states that this claim
 does not state a cause of action.

John O. Allen
 Attorney for Plaintiff



SHERRILL OIL COMPANY,)	
an Ohio corporation,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
RAYMOND STYRON,)	
)	AT LAW NO. 3747½
Defendant,)	
SOUTHLAND FARMS, INC.,)	
)	
Garnishee.)	

CLAIM OF THEO STYRON

Now comes Theo Styron, by his attorney, and shows unto the Court as follows:

1. On, to-wit, June 29, 1960, Southland Farms, Inc., the garnishee in this cause, filed its written answer as such garnishee in this Court and paid into Court the sum of \$2403.68, which it alleged in its answer was due by it to the above named defendant, Raymond Styron.

2. In the said answer of the said garnishee it was alleged that the claimant, Theo Styron, claimed a part of the said sum of \$2403.68, which was paid into Court by the garnishee in this cause, as land rent due to him by the defendant, Raymond Styron.

3. On, to-wit, October 24, 1960, the Clerk of the Circuit Court of Baldwin County, Alabama, issued a notice which purported to be a notice given under the provisions of Title 7, Section 1023 of the 1940 Code of Alabama, to the claimant, Theo Styron, a copy of which was served on J. B. Blackburn, as his attorney, on October 25, 1960.

The said Theo Styron hereby makes claim to \$907.78 of the funds paid into Court by the said garnishee in this cause and assigns as grounds of his said claim, separately and severally, the following:

A. The defendant, Raymond Styron, was indebted to the claimant, Theo Styron, at the time of the service of the writ of garnishment in this cause and at the time the said garnishee made its answer to the said writ of garnishment in the amount of \$907.78 for rent on land in Baldwin County, Alabama, which had been rented

by the claimant, Theo Styron, to the defendant, Raymond Styron, which said property is the following described real property situated in Baldwin County, Alabama, to-wit:

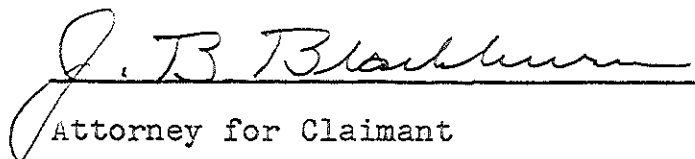
160 acres of land, being the 160 acres owned by the claimant which is in cultivation and which is a part of the East Half of Section 9, Township 8 South, Range 3 East, Baldwin County, Alabama.

B. The amount due to the claimant of \$907.78, as set out above, is \$5.00 per acre for 160 acres of cultivated land and 5¢ per 100 pounds of graded potatoes produced by the defendant, Raymond Styron, on the said property of the claimant, the amount of graded potatoes produced being 21,554.55 pounds, on which the amount due to the claimant at 5¢ per 100 pounds is \$107.78.

C. The said funds paid into this Court by the garnishee in this cause are the proceeds from the sale of the crop raised by the defendant, Raymond Styron, on the lands of the claimant, Theo Styron, on which the claimant, Theo Styron, has a landlord's lien under the provisions of Title 31, Section 15 of the 1940 Code of Alabama, for rent due to the claimant.

D. The claimant further alleges that he claims a lien on \$907.78 for rent due to him as stated above. Claimant further alleges that he has heretofore filed a suit against the tenant, Raymond Styron, in the Circuit Court of Baldwin County, Alabama, Law Side, to enforce payment of the amount due to him.

Respectfully submitted,


Attorney for Claimant

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared THEO STYRON, who, after being by me first duly and legally sworn, deposes and says: That he is the claimant named in the above and foregoing claim; that he has read over the said claim and that the facts stated therein are true.



Sworn to and subscribed before me on
this the 23rd day of November, 1960.

J. B. Blackburn
Notary Public, State of ~~Baldwin County~~, Alabama
at Large

CLAIM OF THEO STYRON

SHERRILL OIL COMPANY, an Ohio
corporation,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3747½

*Filed 11-24-60
Alice J. Luck
clerk*

11/10

FILED
APR 27 1961
ALICE A. DUCK, CLERK
REGISTER

SHERRILL OIL COMPANY,
an Ohio Corporation,

Plaintiff

VS.

RAYMOND STYRON,

Défendant

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW. NO. 3747½

FARMERS AND MERCHANTS BANK,
FOLEY, ALABAMA,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. NO. 3746½

TESTIMONY TAKEN IN OPEN COURT, ON MARCH 1, 1961

THEO STYRON, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Blackburn.

Q. Are you Mr. Theo Styron?

A. Yes sir.

Q. Mr. Styron, during the year of 1960, I will ask you if you
had any Landlord-Tenant arrangement with Raymond Styron?

A. Yes sir.

Q. What was that?

A. Well he was to plant and grow potatoes for Southland Farms,
Inc. and was to pay me the sum of \$5.00 an acre, plus 5¢

per bag -

Q. On whose land?

A. My land.

Q. The figure you stated was the rent you were to get?

A. Yes sir,

Q. When was that to become due?

A. At the end of the harvesting, or potato digging.

Q. Do you know what Mr. Raymond Styron did with the potatoes which he grew on your land?

A. Yes sir.

Q. What did he do with them?

A. He hauled them to Cole D. Brown shed - Southland Farms.

Q. Have you been paid the rent due you?

A. No sir.

Q. What is the total amount ?

A. \$1877.72

Q. You have propounded your claim to that fund in this proceeding, have you not?

A. Yes sir.

Q. I will ask you, Mr. Styron, if you filed a suit against Raymond Styron and obtained a judgment against him?

A. Yes sir.

Q. For \$1941.54?

A. Yes sir.

Q. That, of course, would include interest?

A. If it includes interest, it is probably right.

MR. BLACKBURN: We offer in Evidence, as Claimant's Exhibit 1, copy of judgment in the case of Theo Styron, Plaintiff, vs. Raymond Styron, Defendant, which shows it was dated January 13, 1961 - the Court on that day entered a judgment for Theo Styron

against Raymond Styron for \$1941.54 and cost. We
Ask that this be marked as Exhibit 1 for the Claimant,
Theo Styron.

Q. Now Mr. Styron, the amount that is due you, instead of being
the figure of \$1877.72, which was the amount due at the time
this proceeding was filed, is the amount shown by the
judgment, with interest and cost, isn't it?

A. Yes sir.

Q. Has that judgment been paid?

A. No sir.

Q. I believe you said that the crop that Raymond Styron
raised on your land was sold to Cole D. Brown, or Southland
Farms, Inc?

A. Yes sir.

Q. The money that Southland Farms, Inc. paid into Court was
for the proceeds of that crop?

A. Yes sir.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Christian.

Q. Theo, you stated that you were supposed to get
\$5.00 an acre?

A. Yes sir.

Q. How many acres of potatoes land did your brother rent
from you?

A. 165.

Q. How much is five times 165?

A. You have the pencil.

Q. That would be about \$825.00, wouldn't it?

A. Yes sir.

Q. How much is your claim for?

A. We are claiming five cents per bag on each bag of potatoes

grown on the land.

Q. You didn't say that a few minutes ago, did you.

A. Yes sir.

THE COURT: Yes he did.

Q. Now these figures -- the extra bags - how did you derive at that figure?

A. We got the figures from Cole A. Brown on the amount of bags.

Q. Was this the agreement with your brother - Was this agreement with your brother oral or written?

A. Oral.

Q. When was it made?

A. Way last October- two years ago this October -- October '59.

Q. Where was it made?

A. At my house.

Q. Was anybody present?

A. Yes, I imagine his wife was.

Q. The year before was this property or this land in crops? --
The year before this?

A. Oh yes.

Q. During the potato season?

A. Which year?

A. '59 - was that in crops then? -- You quit growing potatoes --

A. Absolutely.

Q. You didn't raise potatoes the year before that -- two years ago?

A. No.

Q. Are you sure now that you didn't have an agreement with your brother that you were only supposed to get the fertilizer for your soy beans?

A. Yes sir, I am sure of that.

Q. How much was the fertilizer on the crop of potatoes worth to soy beans? --be worth \$5.00 an acre --

A. I don't know; for the last few years you have been making a lot better crop of soy beans behind oats than you have behind potatoes.

Q. Could be worth \$5.00 an acre for the fertilizer - more or less?

A. I would say so.

MR. EDWARD CARVER, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Blackburn.

Q. What is your name, please?

A. Edward Carver.

Q. Were you familiar with Raymond Styron's potato farming operations during the year 1960?

A. Yes sir.

Q. How far was his crop or farm from you?

A. Across the road from mine.

Q. Do you know what became of the potatoes that Mr. Raymond Styron raised on the Theo Styron land during the spring of 1960?

A. Yes sir - hauled to Mr. Cole D. Brown's.

Q. Is that Southland Farms, Inc.?

A. Southland Farms, Inc.

NO CROSS EXAMINATION.

MR. BLACKBURN: If the Court please we want to amend our claim by changing in paragraph 3, the figure 160 to read 165, and change the amount shown therein from \$1877.72 to \$1941.54.

THE COURT: When was this suit filed of Theo Styron against
Raymond Styron?

MR. BLACKBURN: I don't have it with me, but it was filed in the
fall.

THE COURT: It was filed after this garnishment?

MR. BLACKBURN: Yes.

MR. BLACKBURN: We rest.

MR. W. MAX GRIFFIN, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS

Examination by Mr. Christian.

Q. Will you tell the Court Reporter your name?

A. W. Max Griffin, Distributor for the Sherrill Oil Company,
Foley, Alabama.

Q. As such Distributor in Foley, has the sole transactions
with the farmers there, and Theo Styron and others -

A. That is right; I handle all transactions in my territory
between the Company and customers.

Q. Do you know Theo Styron?

A. Oh yes.

Q. You have done business with him for many years?

A. For many years.

Q. Did you have any conversation with him at any time, say
about a year ago, more or less, about the '60 potato
crop, and leasing land?

A. Yes sir.

MR. BLACKBURN: We object to that question in its present form;
he has laid no predicate.

THE COURT: you didn't say with whom. Make it a little
more clear

Q Did you ever talk with Theo Styron concerning the rental of
his land at any time?

A Yes

(page 6)

Q. Did you have a discussion concerning the rental of land in the spring of 1960?

MR. BLACKBURN: We object to that question as leading.

THE COURT: Yes, and he is not setting out to whom --

Q. Did you have any discussion, or did Theo Styron ever talk to you about leasing land to his brother, Raymond Stayron.

MR. BLACKBURN: We object to that as leading.

THE COURT: That is too leading -- Go ahead.

MR. BLACKBURN: We except.

A. Yes sir. Mr. Theo Styron and I are very good friends; he has been a customer for many years, and he often comes in my office to talk to me. In the latter part of February, 1960, he came in my office and we talked about many things, and he talked about his brother, Raymond planting potatoes on his property; planting with Cole Brown - planted 150 or 165 acres - I don't remember the exact acreage - I believe 165 -- Mr. Raymond Styron having owed my Company --

MR. BLACKBURN: -- We object - that's not responsive to the question --

WITNESS CONTINUES: -- I asked Mr. Theo Styron, Well, how much rent are you getting from the property and he told me that he was not charging Raymond any rent; that he would get the land back with the fertilizer on it for beans and that would be enough for him, because he was trying to help Raymond get back on his feet again.

Q. Did he make any other statements of any kind concerning this matter?

A. No.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Blackburn.

Q. Mr. Griffin, you do know that these potatoes that were delivered to Southland Farms, Inc. were raised on the Theo Styron lands, were they not?

A. Now the potatoes - So far as I know, all of the potatoes that Raymond grew for Southland Farms were delivered to Southland Farms and they came from Theo's land.

Q. Your claim to the proceeds of the money that was paid into Court in this suit is based solely and only on the judgment that Sherrill Oil Company obtained against Raymond Styron in 1959?

A. Yes. May I say this? Raymond did buy some stuff -- some fuel from Sherrill Oil Company during the raising of this crop of potatoes, but he paid cash for it.

Q. But the Judgment was for supplies furnished by Sherrill Oil Company prior to the date of the judgment in 1959?

A. Let me look at my notes here -- That is correct, the last delivery of stuff was prior to that date.

Q. And Sherrill Oil Company does not claim to be a bona fide purchaser of these potatoes in any way, does it?

A. No.

Q. I believe you stated that all of the supplies were furnished to Mr. Raymond Styron prior to the time you got your judgment?

THE COURT: I didn't quite get that.

MR. CHRISTAIN : We stipulated that -

THE COURT: Ask it over.

Q. What supplies were furnished to Raymond Styron by Sherrill Oil Company by which this judgment was taken?

A. Deisel fuel oil, motor oil and possibly tractorlite.

Q. Sherrill Oil Company, through you, knew this crop was grown on the Theo Styron land?

A. As Distributor for Sherrill Oil Company, I knew that he was growing some where around 150 acres of potato on Theo's land.

ON RE-DIRECT EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Christian.

I believe I don't have any questions.

MR. CHRISTIAN WE REST:

MR. THEO STYRON, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Blackburn.

Q. You have heard Mr. Griffin testify as to this conversation with you, that in substance, that no rent would be due by Mr. Raymond Styron to you for 1960. Did that conversation take place?

A. I told him that I would be better off with fertilizer on my land, even if I never got any land rent.

Q. Did you have an agreement with Raymond Styron that he was to pay you rent?

A. Yes sir.

Q. That is the amount you previously testified to?

A. Yes sir.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Christian.

Q. The previous year you quit planting potatoes, you stated?

A. Yes sir.

Q. Your land the previous year - you grew nothing on it from the first of the year until Soy Bean time, isn't that right?

A. Let me get straight --

Q. I would say '59 -- I believe you let your land lie idle and got ready for early soy beans?

A. Right.

Q. That year you had to fertilize the soy beans, didn't you? That would be two years ago -- the year before the potato crop - you let your land lay idle from the first of the year until you planted beans in May or June, is that right ? -- Two years ago now, I would say?

A. I let the land lay idle one year.

Q. That was the year before your brother planted potatoes and you let it lay idle from May or June until you planted soy beans?

A. One year I did.

Q. That that would be the year--

A. I can't get straight on that.

Q. I am not trying to trick you on dates - One year you didn't plant any potatoes?

A. One year I did not.

Q. And you planted early soy beans?

A. Yes sir.

Q. That year you had to ^{buy} fertilizer for the soy beans ?

A. No I didn't put any there.

Q. So you - the fertilizer would be worth several dollars an acre to have fertilizer on the land - if you planted soy beans after potatoes, the potato fertilizer is worth several dollars an acre?

A. Yes but it isn't customary to let the land out that way; they get rent plus that.

ON RE-DIRECT EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Blackburn.

Q. What was the prevailing land rent for potato land in the area where your land was rented in 1960?

A. Just about 30 days after I told my brother that I would let him have it Herbert Lunsford came to me and offered me \$20.00 an acre for the land.

RAYMOND S TYRON, A WITNESS BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Blackburn.

Q. Are you Mr. Raymond Styron?

A. Yes sir.

Q. Mr. Styron, you are the defendant in this case in which Sherrill Oil Company is Plaintiff, are you not?

A. Yes sir.

Q. Also the defendant in the case in which the Farmers & Merchants Bank is Plaintiff?

A. Right.

Q. Both of these concerns got a judgment against you?

A. Yes sir.

Q. Tell the Court whether or not you had an agreement with Theo Styron as to renting the land from him for the year 1960?

A. I did. I went to Cole Brown and made a tentative deal with him to raise potatoes for so much an acre and so much a bag and I went to Theo and told him that if he would let me have his land I would give him \$5.00 an acre and when I got so many bags and got through with the crop, he would get his ~~5¢~~ a bag and the rent.

Q. Have you paid Theo that money?

A. No sir, the money was tied up.

Q. Subsequently Theo Styron recovered a judgment against you for 1941.54~~2~~/

A. Right.

ON CROSS EXAMINATION OF WITNESS, HE TESTIFIED:

Examination by Mr. Christian.

Q. When did you first go to see Cole Brown and make these arrangements with him?

A. I made the tentative agreement the week before; I don't know the exact day but it was before I went to see Theo.

Q. What month was that?

A. Probably the latter part of September or October; I went right to Theo; I had to have land to plant on.

Q. You went to see about the potatoes before you knew whether you could get the land?

A. I went to see Cole Brown to see if I could make a deal and then I went to Theo. I didn't have the land; I never made deals - I made tentative deals.

Q. Is it customary to make deals in September?

A. I don't know whether it is customary, but I do ; we always make our next year's plans in Bean time - when we are harvesting soy beans; of course, I didn't farm the year before.

MR. BLACKBURN: We rest.

Mr. Christian: We rest.

C E R T I F I C A T E:

I hereby certify that the foregoing, consisting of pages 1 to 12, both inclusive, correctly sets forth a true and correct transcript of the testimony as taken by me on this day in open court, in the above styled cause.

This 1st day of March, 1961.

Louise Anselmi
Official Court Reporter

THEO STYRON,

Plaintiff

vs

RAYMOND STYRON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW, CASE NO. 4495

"1/13/61; Came the plaintiff by attorney and the defendant came not, but made default and the same being considered by the Court, it is therefore ordered and adjudged that the plaintiff have and recover of the defendant \$1941.54, the amount of damages shown by the complaint, together with the costs in this behalf expended, for which execution may issue."

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that the foregoing is a true and correct copy of the Judgment Entry in the above styled cause.

I Further Certify that the same is recorded in Minute Book 11, Page 4, in my office.

Witness my hand and seal this 1st day of March, 1961.

Alice J. Duck

Clerk of the Circuit Court
of Baldwin County, Alabama.

*Get 1 for Plaintiff
This Styron*

Div. No. _____

CERTIFICATE OF APPEAL. (Civil Cases,)

No. 3747½

Baldwin County, Circuit Court.

SHERRILL OIL COMPANY, An Ohio Corporation,
Plaintiff.
vs.

RAYMOND STYRON,
Defendant.

SOUTHLAND FARMS, INC. Garnishee

I, Alice J. Duck Clerk of Circuit Court,
of Baldwin County, Alabama, hereby certify that in the
cause of SHERRILL OIL COMPANY, AN Ohio Corporation plaintiff
vs.

RAYMOND STYRON defendant,
which was tried and determined in this Court on the 25th day of
ME April 19 61, in which there was a judgment for
_____ Dollars, in favor of the plaintiff, (or judgment
for defendant,) the Claimant, Theo Styron on the 29th day of
May 19 61, took an appeal to the Supreme Court
of Alabama to be holden of and for said State.

I further certify that J.B. Blackburn, Attorney for ~~Styron~~ Theo Styron
filed security for cost of appeal, to the Supreme Court, on
the 29th day of May 1961, and that _____,
_____,
are sureties on the appeal bond.

I further certify that notice of the said appeal was on the _____
day of _____ 19____, served on F.A. Christian & Telfair J. Mashburn, Jr.
as attorney of record for said appellee, and that the amount sued for
was _____ Dollars. (Or certain lands)
(Or personal property.)

Witness my hand and the seal of this Court, this the 29th
day of May 19 61.

Alice J. Duck
Clerk of the Circuit Court of

Baldwin County, Alabama.

SHERRILL OIL COMPANY,
an Ohio corporation,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3747½

FARMERS AND MERCHANTS BANK,
FOLEY, ALABAMA,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3746½

ORDER EXTENDING TIME FOR FILING TRANSCRIPT

On motion of the appellant and for good cause shown, the time for filing the transcript in this case in the Supreme Court of Alabama shall be and it is hereby extended until the 15th day of October, 1961.

This extension is granted pursuant to Revised Rule 37(41) of the Supreme Court of Alabama.

Dated this 15th day of September, 1961.


Circuit Judge

SHERILL OIL COMPANY,
an Ohio corporation,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3747½

FARMERS AND MERCHANTS BANK,
FOLEY, ALABAMA,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3746½

ORDER EXTENDING TIME FOR FILING TRANSCRIPT

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This extension is granted pursuant to Revised Rule 37(41) of the Supreme Court of Alabama.

Dated this 15th day of September, 1961.

Circuit Judge

SHERRILL OIL COMPANY,
an Ohio corporation,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3747½

FARMERS AND MERCHANTS BANK,
FOLEY, ALABAMA,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3746½

ORDER EXTENDING TIME FOR FILING TRANSCRIPT

On motion of the appellant and for good cause shown, the time for filing the transcript in this case in the Supreme Court of Alabama shall be and it is hereby extended until the 15th day of October, 1961.

This extension is granted pursuant to Revised Rule 37(41) of the Supreme Court of Alabama.

Dated this 15th day of September, 1961.

Hubert M. Stue
Circuit Judge

SHERRILL OIL COMPANY
An Ohio Corporation,

Plaintiff

-VS-

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee.

AND

FARMERS & MERCHANTS BANK,
Foley, Alabama,

Plaintiff

-VS-

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. _____

MOTION TO PAY FUNDS DEPOSITED BY GARNISHEE

Now comes the Farmers & Merchants Bank of Foley, Alabama, and the Sherrill Oil Company, an Ohio Corporation, by their attorney, and show unto the court as follows:

1. That on July 2, 1959, a judgment was entered in favor of the Farmers & Merchants Bank, in the amount of (\$316.55) THREE HUNDRED SIXTEEN & 55/100 DOLLARS, together with court costs thereof, which judgment is recorded in judgment book 9, page 318 in the office of Judge of Probate, Baldwin County, Alabama.

2. That on July 2, 1959, a judgment was entered in favor of the Sherrill Oil Company, an Ohio Corporation in the amount of \$1,123.10 ONE THOUSAND ONE TWENTY THREE & 10/100 DOLLARS, together with court costs thereof, which judgment is recorded in judgment book 9, page 319, in the office of Judge of Probate, Baldwin County, Alabama.

3. On, to-wit, June 29, 1960, Southland Farms, Inc., the garnishee in this cause, filed its written answer as such garnishee in this Court and paid into Court the sum of \$2403.68, which it alleged in its answer was due by it to the above named defendant, Raymond Styron.


4. That on the 24th day of April, 1961, the Honorable Judge of Circuit Court of Baldwin County, Alabama, decreed that the Farmers & Merchants Bank of Foley, Alabama, is entitled to sufficient proceeds from the funds paid into court by the garnishee to pay the amount of said judgment, interest and costs.

5. That on the 28th day of May, 1961, the said Theo Styron filed a motion for a new trial which was denied by this Honorable Court and that on the 29th day of May, 1961, the said Theo Styron gave notice of appeal to the Supreme Court of Alabama.

6. However, the said Theo Styron has failed to file a supersedeas bond within the time required by law in such cases. Wherefore the Farmers & Merchants Bank, Plaintiff, moves the Court to order the clerk of said court to pay to the said Farmers & Merchants Bank the amount of said judgment rendered on June 24, 1960, together with interest thereon from that date, plus the court costs accrued in said case.

Therefore your petitioners pray that an order be issued by this Honorable Court paying to the Farmers & Merchants Bank of Foley the sum of \$316.55 THREE HUNDRED SIXTEEN & 55/100 DOLLARS from said funds paid into the clerk of court by the Southland Farms, Inc.

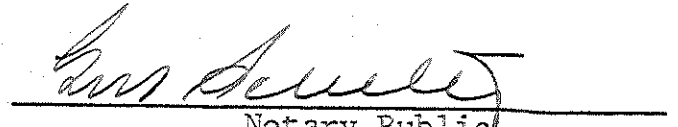
And your petitioners further pray that an order be issued by this Honorable Court paying to the Sherrill Oil Company, an Ohio Corporation, the sum of \$1,123.10 ONE THOUSAND ONE HUNDRED TWENTY THREE & 10/100 DOLLARS from said funds paid into the clerk of court by the Southland Farms, Inc.


Forest A. Christian, Attorney for
Farmers & Merchants Bank of Foley
and Sherrill Oil Company

I, Forest A. Christian, attorney for the Farmers & Merchants Bank of Foley, Alabama, and attorney for the Sherrill Oil Company an Ohio Corporation, do hereby certify that the facts alleged in this motion are true and correct.


Forest A. Christian

Sworn to and subscribed before me, this the 22nd day of January, 1962.


Notary Public
Baldwin County, Alabama

SHERRILL OIL COMPANY,
An Ohio Corporation

Plaintiff

-VS-

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee

AND

FARMERS & MERCHANTS BANK
Foley, Alabama,

Plaintiff

-VS-

RAYMOND STYRON

Defendant

SOUTHLAND FARMS, INC.,

Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. 3746/2
3747/2

It appearing to the Court from the sworn answer of the Garnishee in the above styled cause that the Garnishee is indebted to the Defendant, Raymond Styron, in an amount in excess of the amounts of the judgments due to the Plaintiff, Sherrill Oil Company, an Ohio Corporation, and Plaintiff, Farmers & Merchants Bank, Foley, Alabama, the said judgment and cost of the Sherrill Oil Company being in the amount of ONE THOUSAND ONE HUNDRED TWENTY THREE AND 10/100 (\$1,123.10) DOLLARS, and the judgment and cost in the Farmers & Merchants Bank case being for THREE HUNDRED SIXTEEN AND 55/100 (\$316.55) DOLLARS. The Garnishee having paid to the Clerk of the Circuit Court of Baldwin County, Alabama, the sum of TWO THOUSAND FOUR HUNDRED THREE AND 68/100 (\$2,403.68) DOLLARS, along with his answer praying that order be made by the Court concerning the disposition of these funds, It is

THEREFORE ORDERED, ADJUDGED AND DECREED BY THE Court that the Clerk of the said Court, from the amount in her hands, pay to the Sherrill Oil Company, or its Attorney of Record, the sum of ONE THOUSAND ONE HUNDRED TWENTY-THREE AND 10/100 (\$1,123.10) DOLLARS, And that the said Clerk pay to the Farmers & Merchants Bank of Foley, Alabama, from said sum in her hand, THREE HUNDRED SIXTEEN AND 55/100 (\$316.55) DOLLARS and that she pay the balance of the amount remaining in her hands to the defendant, Raymond Styron.

Dated at Foley, Alabama, this the 26th day of January, 1962.

Hubert M. Stone
Judge

SHERRILL OIL COMPANY
An Ohio Corporation,

Plaintiff

-VS-

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee.

AND

FARMERS & MERCHANTS BANK,
Foley, Alabama,

Plaintiff

-VS-

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. _____

MOTION TO PAY FUNDS DEPOSITED BY GARNISHEE

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3. On, to-wit, June 29, 1960, Southland Farms, Inc., the garnishee in this cause, filed its written answer as such garnishee in this Court and paid into Court the sum of \$2403.68, which it alleged in its answer was due by it to the above named defendant, Raymond Styron.

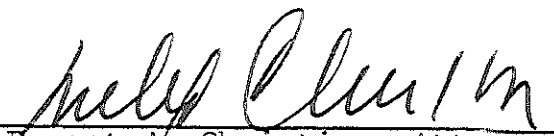
4. That on the 24th day of April, 1961, the Honorable Judge of Circuit Court of Baldwin County, Alabama, decreed that the Farmers & Merchants Bank of Foley, Alabama, is entitled to sufficient proceeds from the funds paid into court by the garnishee to pay the amount of said judgment, interest and costs.

5. That on the 28th day of May, 1961, the said Theo Styron filed a motion for a new trial which was denied by this Honorable Court and that on the 29th day of May, 1961, the said Theo Styron gave notice of appeal to the Supreme Court of Alabama.

6. However, the said Theo Styron has failed to file a supersedeas bond within the time required by law in such cases. Wherefore the Farmers & Merchants Bank, Plaintiff, moves the Court to order the clerk of said court to pay to the said Farmers & Merchants Bank the amount of said judgment rendered on June 24, 1960, together with interest thereon from that date, plus the court costs accrued in said case.

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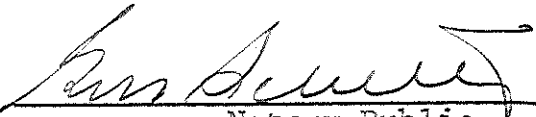
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Forest A. Christian, Attorney for
Farmers & Merchants Bank of Foley
and Sherrill Oil Company

I, Forest A. Christian, attorney for the Farmers & Merchants Bank of Foley, Alabama, and attorney for the Sherrill Oil Company an Ohio Corporation, do hereby certify that the facts alleged in this motion are true and correct.


Forest A. Christian

Sworn to and subscribed before me, this the 22nd day of January, 1962.


Notary Public
Baldwin County, Alabama

SHERRILL OIL COMPANY,
An Ohio Corporation,

Plaintiff,

VS.

RAYMOND STYRON,

Defendant,

SOUTHLAND FARMS, INC.,

Garnishee,

ERNEST PAGE, BUD ADAMS AND
MORGAN SHERMAN,

Claimants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

~~XXXXXXXXXX~~. NO. 3747 $\frac{1}{2}$
AT LAW.

Now come ERNEST PAGE, BUD ADAMS AND MORGAN SHERMAN, Claimants in the above styled cause, and propound their claim to or interest in the fund of \$2,403.68 which the answer of said garnishee, SOUTHLAND FARMS, INC., shows it has turned into the Clerk of this Court as due from said garnishee to said defendant, and they allege that they are the owners of a portion of said fund and are entitled to receive it, by reason of the following facts and circumstances:

The said Claimant, ERNEST PAGE, claims One Hundred Twenty and No/100ths (\$120.00) Dollars, as wages, for work and labor done for said Raymond Styron, the defendant, in producing the crop of potatoes for which said garnishee owed the said defendant; that said Claimant, BUD ADAMS, Claims Two Hundred Fifty and No/100ths (\$250.00) Dollars, as wages, for work and labor done for the said Raymond Styron, the defendant, in producing the crop of potatoes for which said garnishee owed said defendant; and that said Claimant, MORGAN SHERMAN, claims Three Hundred Seventy-five and No/100ths (\$375.00) Dollars, as wages, for work and labor done for the said Raymond Styron, the defendant, in producing the crop of potatoes for which said garnishee owed said defendant.

7 The said Claimants, ERNEST PAGE, BUD ADAMS AND MORGAN SHERMAN, claim Seven Hundred Forty-five and No/100ths (\$745.00) Dollars, as wages, for work and labor done for said Raymond Styron, the defendant, in producing the crop of potatoes for which said garnishee owed said defendant, together with interest thereon from the 15th day of June, 1960;

WHEREFORE Claimants herewith propound their claim to said funds and contest with the plaintiff their right thereto as provided in Code

of 1940, Title 7, paragraphs 1023 and 1024.

Telfair J. Mashburn
ATTORNEY FOR CLAIMANTS

STATE OF ALABAMA,
COUNTY OF BALDWIN.

Before me, J. Connor Owens, the undersigned authority, personally appeared Telfair J. Mashburn, whose name is signed to the foregoing Claim and who is known to me, and who, being by me first duly sworn, deposes and says, on oath: That he is informed and believes, and, on such information and belief, avers that the facts and things therein set forth are true and correct.

Telfair J. Mashburn

Sworn to and subscribed before me on this the 22nd day of November, 1960.

J. Connor Owens
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

COPY

FOREST A. CHRISTIAN

ATTORNEY AT LAW

FOLEY, ALABAMA

January 23, 1962

Hon. Hubert M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Dear Judge:

Re: Sherrill Oil Company
and Farmers & Merchants Bank
vs: Raymond Styron

I talked with J. B. Blackburn last Tuesday in court and he admitted that the time expired on this and he suggested that I get the court order payment of the money.

I hope that you will find this in order.

Cordially yours,

ORIGINAL SIGNED
~~FOREST A. CHRISTIAN~~

FOREST A. CHRISTIAN

SHERRILL OIL COMPANY
An Ohio Corporation,

Plaintiff

-VS-

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee.

AND

FARMERS & MERCHANTS BANK,
Foley, Alabama,

Plaintiff

-VS-

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. _____

MOTION TO PAY FUNDS DEPOSITED BY GARNISHEE

Now comes the Farmers & Merchants Bank of Foley, Alabama,
and the Sherrill Oil Company, an Ohio Corporation, by their
attorney, and show unto the court as follows:

1. That on July 2, 1959, a judgment was entered in favor
of the Farmers & Merchants Bank, in the amount of (\$316.55) THREE
HUNDRED SIXTEEN & 55/100 DOLLARS, together with court costs
thereof, which judgment is recorded in judgment book 9, page 318
in the office of Judge of Probate, Baldwin County, Alabama.

2. That on July 2, 1959, a judgment was entered in favor
of the Sherrill Oil Company, an Ohio Corporation in the amount of
\$1,123.10 ONE THOUSAND ONE TWENTY THREE & 10/100 DOLLARS, together
with court costs thereof, which judgment is recorded in judgment
book 9, page 319, in the office of Judge of Probate, Baldwin
County, Alabama.

3. On, to-wit, June 29, 1960, Southland Farms, Inc., the garnishee in this cause, filed its written answer as such garnishee in this Court and paid into Court the sum of \$2403.68, which it alleged in its answer was due by it to the above named defendant, Raymond Styron.


4. That on the 24th day of April, 1961, the Honorable Judge of Circuit Court of Baldwin County, Alabama, decreed that the Farmers & Merchants Bank of Foley, Alabama, is entitled to sufficient proceeds from the funds paid into court by the garnishee to pay the amount of said judgment, interest and costs.

5. That on the 28th day of May, 1961, the said Theo Styron filed a motion for a new trial which was denied by this Honorable Court and that on the 29th day of May, 1961, the said Theo Styron gave notice of appeal to the Supreme Court of Alabama.

6. However, the said Theo Styron has failed to file a supersedeas bond within the time required by law in such cases. Wherefore the Farmers & Merchants Bank, Plaintiff, moves the Court to order the clerk of said court to pay to the said Farmers & Merchants Bank the amount of said judgment rendered on June 24, 1960, together with interest thereon from that date, plus the court costs accrued in said case.

Therefore your petitioners pray that an order be issued by this Honorable Court paying to the Farmers & Merchants Bank of Foley the sum of \$316.55 THREE HUNDRED SIXTEEN & 55/100 DOLLARS from said funds paid into the clerk of court by the Southland Farms, Inc.


And your petitioners further pray that an order be issued by this Honorable Court paying to the Sherrill Oil Company, an Ohio Corporation, the sum of \$1,123.10 ONE THOUSAND ONE HUNDRED TWENTY THREE & 10/100 DOLLARS from said funds paid into the clerk of court by the Southland Farms, Inc.


Forest A. Christian, Attorney for
Farmers & Merchants Bank of Foley
and Sherrill Oil Company

I, Forest A. Christian, attorney for the Farmers & Merchants Bank of Foley, Alabama, and attorney for the Sherrill Oil Company an Ohio Corporation, do hereby certify that the facts alleged in this motion are true and correct.


Forest A. Christian

Sworn to and subscribed before me, this the 22nd day of January, 1962.


Notary Public
Baldwin County, Alabama

THEREFORE ORDERED, ADJUDGED AND DECREED BY THE Court that the Clerk of the said Court, from the amount in her hands, pay to the Sherrill Oil Company, or its Attorney of Record, the sum of ONE THOUSAND ONE HUNDRED TWENTY-THREE AND 10/100 (\$1,123.10) DOLLARS, And that the said Clerk pay to the Farmers & Merchants Bank of Foley, Alabama, from said sum in her hand, THREE HUNDRED SIXTEEN AND 55/100 (\$316.55) DOLLARS and that she pay the balance of the amount remaining in her hands to the defendant, Raymond Styron.

Dated at Foley, Alabama, this the 26th day of January, 1962.

Hubert M. Hae
Judge

SHERRILL OIL COMPANY,
An Ohio Corporation

Plaintiff

-VS-

RAYMOND STYRON,

Defendant

SOUTHLAND FARMS, INC.,

Garnishee

AND

FARMERS & MERCHANTS BANK
Foley, Alabama,

Plaintiff

-VS-

RAYMOND STYRON

Defendant

SOUTHLAND FARMS, INC.,

Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. _____

It appearing to the Court from the sworn answer of the Garnishee in the above styled cause that the Garnishee is indebted to the Defendant, Raymond Styron, in an amount in excess of the amounts of the judgments due to the Plaintiff, Sherrill Oil Company, an Ohio Corporation, and Plaintiff, Farmers & Merchants Bank, Foley, Alabama, the said judgment and cost of the Sherrill Oil Company being in the amount of ONE THOUSAND ONE HUNDRED TWENTY THREE AND 10/100 (\$1,123.10) DOLLARS, and the judgment and cost in the Farmers & Merchants Bank case being for THREE HUNDRED SIXTEEN AND 55/100 (\$316.55) DOLLARS. The Garnishee having paid to the Clerk of the Circuit Court of Baldwin County, Alabama, the sum of TWO THOUSAND FOUR HUNDRED THREE AND 68/100 (\$2,403.68) DOLLARS, along with his answer praying that order be made by the Court concerning the disposition of these funds, It is

THEREFORE ORDERED, ADJUDGED AND DECREED BY THE Court that the Clerk of the said Court, from the amount in her hands, pay to the Sherrill Oil Company, or its Attorney of Record, the sum of ONE THOUSAND ONE HUNDRED TWENTY-THREE AND 10/100 (\$1,123.10) DOLLARS, And that the said Clerk pay to the Farmers & Merchants Bank of Foley, Alabama, from said sum in her hand, THREE HUNDRED SIXTEEN AND 55/100 (\$316.55) DOLLARS and that she pay the balance of the amount remaining in her hands to the defendant, Raymond Styron.

Dated at Foley, Alabama, this the 26th day of January, 1962.

John M. Hall
Judge