

3871

HUGH MORROW, JR.

PLAINTIFF

VS

EARL BLACKWELL, doing business
as Gulf Fish Market
DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

Plaintiff claims of the defendant Eight hundred twenty (\$820.00) dollars, due from him by account on to-wit the 1st day of June, 1959, which sum of money with interest thereon is still due and unpaid.

The said account is due for rent of building situated on Lots 1 and 2, Block 27, in the Town of Foley, Alabama, for the months of December, 1956 to August, 1958, both inclusive, at \$20.00 a month, and for rent on the same building for the months of September, 1958 to June, 1959, both inclusive, at \$40.00 a month, and for which the plaintiff has a lien on the goods, furniture and effects of the defendant in the said building, and plaintiff claims the benefit of such lien.

BEEBE & SWEARINGEN

BY

W. P. Beebe
Attorneys for plaintiff

Notice of Levy on Real Estate

Hugh Morrow Jr. Plaintiff,

vs.

Earl Blackwell d/b/a Defendant
Gulf Fish Market

Baldwin County Circuit Court

To W. R. Stuart Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz :

Lots 9 & 10 Blk 21, Foley

6 r.f. Hse.

STATE OF ALABAMA, BALDWIN COUNTY
Filed 6-29-59 3 P.M.
Recorded Lis pend book 5 page 56
MR Stewart
Judge of Probate

The above described Real Estate being in Baldwin County, Alabama.

Given under my hand this 29th day of June 19 59

[Signature]
Sheriff of Baldwin County, Alabama

47 High Market
vs
21 Earl Blackwell
DPA Gulf Fish Market
Lis pend 5-56

3871

R-50
Taylor Wilkins

Notice of Levy on Real Estate

Gulf Ice & Storage Co. Plaintiff,

vs.

Baldwin County Circuit Court

Earl Blackwell &/b/a
Gulf Fish Market Defendant

To W. R. Stuart Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property

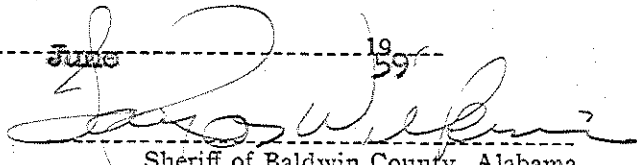
of said Defendants, described as follows, viz :

Lots 9 & 10 Blk 21, Foley

6 r. f. hse.

The above described Real Estate being in Baldwin County, Alabama.

Given under my hand this 29th day of June 1959


Sheriff of Baldwin County, Alabama

Received 29 day of June 1958
at on 1 day of July 1957
served a copy of the within Notice
by Carl Blackwell
by service on _____

TAYLOR WILKINS Sheriff
By Charles Anderson
J. Sley

Sheriff claims 22 miles at
Ten Cents per mile Total \$ 2.20
TAYLOR WILKINS, Sheriff
BY CC
DEPUTY SHERIFF

THE STATE OF ALABAMA,
Baldwin County.

WHEREAS, Hugh Morrow, Jr.

is justly indebted to the Plaintiff Hugh Morrow, Jr.

_____ having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
Earl Blackwell, doing business as Gulf Fish Market.

WITNESS, my hand, this 16 day of June A. D., 1959.

Alice J. Duncanson Clerk.

No. 3871

ATTACHMENT

Vs. { ATTACHMENT

Issued _____, 19__

Moore Printing Co.,

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 3871

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Earl Blackwell, d/b/a Gulf Fish Market

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

Earl Blackwell, d/b/a Gulf Fish Market, Defendant

by Hugh Morrow, Jr

Plaintiff

Witness my hand this 16th day of June 19 59

EN 6-22-59

Ernest J. Duck, Clerk

No. 3871 Page

The State of Alabama

Baldwin County

CIRCUIT COURT

HUGH MORROW, Jr.

Plaintiffs

vs.

EARL BLACKWELL, d/b/a

GULF FISH MARKET

Defendants

Summons and Complaint

Filed 6-16 19 59

Alice J. Duck

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

6/17 19 59

_____, Sheriff

I have executed this summons

this June 22 19 59

by leaving a copy with

Earl Blackwell

Sheriff claims 22 miles at

Ten Cents per mile Total \$ 2.20

TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF

Taylor Wilkins Sheriff

Earl Blackwell Deputy Sheriff

July

THE STATE OF ALABAMA,
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Hugh Morrow, Jr.

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that
Earl Blackwell, doing business as Gulf Fish Market

is justly indebted to the Plaintiff Hugh Morrow, Jr.

in the sum of Eight hundred twenty and no/100 Dollars, and

_____ having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
Earl Blackwell, doing business as Gulf Fish Market

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, ~~xxx~~ within thirty days of the service of this writ Monday of _____ 19____
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 16 day of June A. D., 1959....

Alice J. Duck Clerk.

By attacking the
property of Earl
Blackwell & serving
a copy of Notice
of Levy, a copy
of which is hereto
attached describing
said property.
Wm. L. Wilkins
Att'y.

No. 3871

ATTACHMENT

Hugh Morrow, Jr.

Vs. { ATTACHMENT

Earl Blackwell
414 1/2 Gulf Fish Market

Issued _____, 19____

Moore Printing Co.,

3871

STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA:

KNOW ALL MEN BY THESE PRESENTS, That we, Hugh Morrow, Jr.,
as principal, and The Fidelity and Casualty Company of New York,
doing business as Gulf Fish Market
as surety, are held and firmly bound unto Earl Blackwell in the
sum of ONE THOUSAND SIX HUNDRED FORTY (\$1,640.00) DOLLARS, to be
paid to the said Earl Blackwell, 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, successors,
executors and administrators, jointly and severally, firmly by
these presents.

Sealed with our seals and dated the 15th day of June, 1959.

The Condition of this Obligation is such:

That whereas, the above bounden Hugh Morrow, Jr., has on
the day of the date hereof, prayed an Attachment at the suit of
Hugh Morrow, Jr., against the estate of above named Earl Blackwell/
for the sum of Eight hundred twenty (\$820.00) dollars, and hath
obtained the same, returnable to the Circuit Court of Baldwin
County:

Now if the said Hugh Morrow, Jr., should prosecute said
attachment to effect, and pay the said defendant all such damages
as he may sustain by the wrongful or vexatious suing out said
attachment, then the above obligation to be void; otherwise to
remain in full force and effect.

And we and each of us hereby waive all rights of claims of
exemption we or either of us have nor or may hereafter have, under
the constitution and laws of the State of Alabama.

Signed, sealed and delivered the date above written.

Hugh Morrow Jr (Seal)
Principal

The Fidelity and Casualty Company of New York (Seal)
Surety

E. P. Bell (Seal)
Surety

Approved, this 16 day of
June, 1959.

Reese J. Drake
Clerk

State of Alabama

Circuit Court of Baldwin County

Baldwin County

Before me, Madeline S. Bump, Notary Public

in and for said County, personally appeared Hugh Morrow, Jr., who,
doing business as Gulf Fish Market

being duly sworn, on oath saith that Earl Blackwell is justly

indebted to Hugh Morrow, Jr. in the sum of Eight hundred twenty

(\$820.00) dollars, which said amount is justly due after allowing

all just offsets and discounts, and that the said Earl Blackwell/

is indebted to Hugh Morrow, Jr. in the sum of \$820.00 for rent of

the building in the Town of Foley situated on Lots 1 and 2, Block

27, that the said rent is past due and unpaid, that demand has been

made therefor and the said Earl Blackwell/ has failed and refused to

pay the same, and that this attachment is not sued out for the

purpose of vexing or harassing the defendant, or other improper

motive.

to this end so subscribed no

Hugh Morrow Jr

Subscribed and sworn to before me this 15 day of June

1959.

Madeline S. Bump

Notary Public, State

FILED

JUN 16 1959

ALICE L. DUCK, CLERK REGISTER