

Circuit Court, Baldwin County

770,9432

Lillie N. Drutzler

VS.

M. S. Drutzler

PLAINTIFF

DEFENDANT

BILL OF COST

CLERK'S FEES

Issuing Summons and Complaint	\$1 25
Copies of same, when over 200 words, 15c per 100	30
Issuing Alias Summons and Complaint	1 25
Entering Sheriff's Return on Summons and Complaint	20
Docketing Cause 25c. Ent. Appearance, 20c	45
Subpoena for Witness	30
Making Certificate of Judgment	50
Filing	10
Trial and Incidents	75
Entering Judgment, or copy of same	30
Order for Continuance	10
Issuing Execution	50
Docketing Execution	25
Issuing copy of same	50
Entering Sheriff's Return on Execution, 15c per hundred words	20
Final Record, 15c per hundred words	30
Order for Alias Summons and Complaint	30
Order to Dismiss Cause	30
Order to Set Aside Dismissal	30
Order Overruling Motion to Set Aside Dismissal	75
Order Granting New Trial	30
Order Overruling Motion for New Trial	30
Order Overruling Motion for Continuance	30
Order Overruling Motion to Set Aside Default	30
Order for Notice to Non-Resident Defendant	30
Issuing Notice for Publication and Copy 20c per hundred words	30
Order to Give Security for Costs	30
Order to Give Additional Bond	30
Order to Execute Writ of Inquiry	30
Order of Sale in Attachment	30
Order for Leave to Amend Complaint	30
Order for Leave to Amend Pleas	30
Order for Leave to Amend Writ of Process	30
Order for Attachment for Witness	30
Filing Deposition	10
Issuing Commission to Take Deposition	75
Issuing copy of same, per hundred words	15
Issuing Copy of Interrogatories, 15c per hundred words, but not less than	50
Endorsing each Pet. Deposition Opened	10
Taking Bond in Garnishment on Summons	75
Summons to Garnishee	50
Copies of same, 20c per hundred words	20
Notice to Defendant in Garnishee on Summons, and copy, per hundred words	50
Returning Garnishee and Recording Answer, 15c per hundred words, but not less than	10
Filing Attachment	10
Issuing Attachment Writ and Taking Bond	1 00
Issuing Copies of Attachment Writ, 15c per hundred words	15
Issuing Certiorari and Entering Return	75
Issuing Certiorari Bond and Filing Same	75
Issuing Writ of Certiorari	75
Issuing copies of same, 15c per 100 words	75
Issuing Writ of Scieri Facias, or Notice in Nature of	75
Issuing copies of same, 15c per 100 words	75
Issuing Supersedeas Bond and Filing same	75
Issuing Appeal Bond and Filing same	75

TOTAL FORWARDED

AMOUNT BROUGHT FORWARD

Transcript to Supreme Court, 15c per hundred words	25
Copies, 5c per hundred words	25
Citation to Appellee in Appeal, 20c per hundred words	30
Certificate with Seal, 50c. Without Seal	25
Witness Certificate	75
Taking Bond Not Above Mentioned	30
Entering Order of Court not above named	25
Administering Oath	75
Taking Bond for Costs of Non-Resident Plaintiff	15
Copy of any paper not above named, 15c per hundred words	75
Filing Writ of Prohibition and Entering Return	15
Issuing Writ of Prohibition	75
Issuing copies of same, 15c per 100 words	15
Filing Mandamus and Entering Return	75
Issuing Writ of Mandamus	75
Issuing copies of same, 15c per 100 words	75
Total Clerk's Fees	

SHERIFF'S FEES

Serving and Returning Summons	\$1 50
Serving and Returning Subpoenas	65
Collecting Execution for Costs	1 50
Serving and Returning Sci. Fa. Notice, etc.	65
Executing Writ of Possession	2 50
Levying Attachment	3 00
Entering and Returning Attachment	25
Entering and Returning Execution	25
Summoning and Returning Garnishee	1 50
Taking and Approving Garnishee Bond	75
Serving and Returning Writs	1 50
Serving and Returning Summons on Forcible Entry	1 00
Executing Writ of Restitution in such cases	2 00
Taking and Approving Bonds of Every Kind	1 00
Taking and Approving Claim Bond	1 00
Taking and Approving Forthcoming Bond	1 00
Taking and Approving Bail Bond	1 00
Taking and Approving Plaintiff's Detinue Bond	1 00
Taking and Approving Defendant's Detinue Bond	1 00
Making Deed	2 50
Serving Attachment for Contempt of Court	1 50
Collecting Money on Execution	75
Empanelling Jury	75
Sheriff's Commission for Property Sold under Attachment	3 00
Seizing Personal Property on Writ of Detinue	3 00
Total Sheriff's Fees	

RECAPITULATION

Judgment	
Interest	
Clerk's Fees	2 10
Sheriff's Fees	1 50
Justice's Fees	4 10
Constable's Fees	
Witnesses' Fees	
Commissioners' Fees	
Printer's Fees	
Stenographer's Fees	5 00
Answer of Garnishee	
Trial Tax	3 00
Total	7 70

Received payment this _____ day of _____ 193 _____

ATTEST

Clerk Circuit Court, Baldwin County, Ala,

Original
RECORDED

No. *10*

Received in office day of

19

*Leave on file in
clerk's day*
Lillie Dreitzler

Sheriff of _____ County, Ala.

Executed by serving a copy

of the within Summons and Complaint on

Mrs. Dreitzler

Defendant

This the *24th* day of *April* 19*21*

W. H. Stewart

Sheriff of *Baldwin* County, Ala.

By *J. J. Sullivan*

Deputy Sheriff.

VS

J. J. Sullivan
M. S. Dreitzler,

IN CIRCUIT COURT OF BALDWIN COUNTY

W. H. Stewart

SUMMONS AND COMPLAINT

Filed in office this 17th day of

April A. D. 19 21.

J. J. Sullivan, Clerk.

Frank H. Yerger, Plaintiff's Attorney.

Moore Printing Co. :::: Bay Minette, Ala.

LILLIE M. DREITZLER,
Plaintiff,

vs.

M. S. DREITZLER,
Defendant.

{
{ IN THE CIRCUIT COURT OF
{ BALDWIN COUNTY, ALABAMA.
{ AT LAW.
{

COUNT 1. The plaintiff claims of the defendant the sum of FIVE HUNDRED DOLLARS (\$500.00), less credits as herein stated, due by promissory note made by him on the 31st day of August, 1929, and payable nine (9) months after date, with interest thereon at eight per cent. (8%) per annum from date, on which note there is a credit of \$100.00 paid on July 8, 1930, and a credit of \$30.00 paid on Feb. 7, 1931.

The plaintiff alleges that as to the debt evidenced by said note, the defendant has waived all right of exemption to personal property under the Constitution and Laws of Alabama, and further alleges that by the terms of said note the defendant has agreed to pay all costs of collecting, or attempting to collect, said note, including a reasonable attorney's fee, which fee plaintiff alleges is 15% of the amount of principal and interest due on said note, and plaintiff claims of the defendant the amount of such reasonable attorney's fee.

COUNT 2. The plaintiff claims of the defendant the sum of FIVE HUNDRED DOLLARS (\$500.00), due by promissory note made by him on the 31st day of August, 1929, and payable eighteen (18) months after date, with interest thereon at eight per cent (8%) per annum from date, payable nine (9) months and eighteen (18) months after date.

The plaintiff alleges that as to the debt evidenced by said note, the defendant has waived all right of exemption to personal property under the Constitution and Laws of Alabama, and further alleges that by the terms of said note the defendant has agreed to pay all costs of collection, or attempting to collect, said note, including a reasonable attorney's fee, which fee the plaintiff alleges is 15% of the amount of principal and interest due on said note, and plaintiff claims of the defendant the amount of such reasonable attorney's fee.

Defendant lives near
Foley, Alabama.

Frank J. Hays
Attorney for Plaintiff.

The State of Alabama }
Baldwin County

CIRCUIT COURT--LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

M. S. Dreitzler

to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County, at the place of holding the same, then and there to answer the complaint of

L. M. S. Dreitzler,

Witness my hand, this 17th day of April 1931.

J. M. Williams
Clerk.

COMPLAINT

MORRIS S. DREITZLER
Complainant

-vs-

LILLIE NEWBY DREITZLER
Respondent

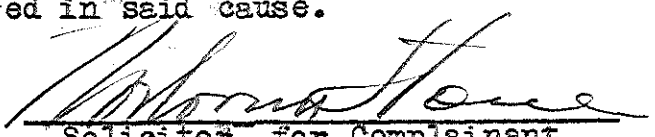
IN THE CIRCUIT COURT

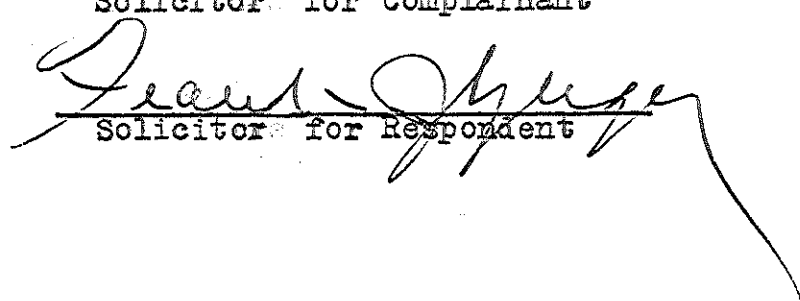
EQUITY SIDE

BALDWIN COUNTY, ALABAMA.

Agreement for Settlement of Alimony and Other Claims

It is understood and agreed between the parties to said cause, by their respective solicitors of record hereunto duly authorized, that in event of decree of divorce being rendered in said cause, the complainant shall pay to respondent, and the respondent shall receive from the complainant, in full settlement of alimony, both temporary and permanent, and in full settlement and satisfaction of any and all claims which either party to said cause has against the other party thereto, the sum of TWO THOUSAND DOLLARS (\$2000.00), of which One Thousand Dollars (\$1000.00) shall be paid to respondent immediately upon such decree being rendered in said cause; and of which the balance of One Thousand Dollars (\$1000.00) shall be paid to respondent in two (2) installments of Five Hundred Dollars (\$500.00) each, with interest thereon at the rate of eight per cent (8%) from said date. The first installment shall be paid to the respondent, with said interest, at the expiration of nine (9) months from the date of said decree, and the second installment, with said interest, payable nine (9) months and eighteen (18) months from said date, shall be paid to respondent at the expiration of eighteen (18) months from the date of said decree, wherein shall be set forth and recited as a part thereof the settlement as aforesaid, in event of such decree of divorce being rendered in said cause.


Solicitor for Complainant


Solicitor for Respondent

No. _____

RECORDED

MORRIS S. DREITZLER,
Complainant,

-vs-

LILLIE NEWBY DREITZLER
Respondent.

Agreement for Settlement
of
Alimony and Other Claims

Filed, August 12, 1929.

M. S. Dreitzler
Register.

the sum of one thousand dollars (\$1000.00) of which one thousand
dollars shall be paid to the respondent, the other thousand dollars
shall be paid to the complainant, and the sum of all other
alimony and other claims of the complainant shall be paid to the
respondent within ten days from the date of the filing of this
agreement, and the complainant shall pay to the respondent, in full
and in cash, the sum of one thousand dollars, and the respondent
shall pay to the complainant, in full and in cash, the sum of one
thousand dollars, and the sum of all other alimony and other claims
of the complainant shall be paid to the respondent within ten days
from the date of the filing of this agreement.

Witness my hand and seal of office this 12th day of August, 1929.

-12-

MORRIS S. DREITZLER
Complainant

LILLIE NEWBY DREITZLER
Respondent

WITNESSES

12 THE CIRCUIT COURT

1. Comes now the Defendant
by plea to the Complaint says
that the Plaintiff ought not to
recover in this action for the
reason that there is of record
in this Court, in Chambers
Docket, Case #610, a decree
in favor of the above Plaintiff
and against the above Defendant
in which judgment was
entered for this Plaintiff and
against this Defendant for the
same sum of money as is
here sued for and it judgment
be entered upon the notes there
upon upon there will be two
judgments against this Defendant
for the same liability.
V. Comes now the Defendant and
says that the Plaintiff ought
not to recover in this action
for the reason that the liability
of the Defendant to the Plaintiff
has been adjudicated in
said case #610 in this Court

1 in which this plaintiff is
 2 plaintiff and this defendant is
 3 defendant, and in which com-
 4 plaint was entered for
 5 this plaintiff and against
 6 this defendant for the same
 7 amount. and the same indebt-
 8 edness, as is here sued upon
 9 and which said judgment is
 10 now in force in this court.
 11 And Defendant says that his
 12 liability to the plaintiff has
 13 been adjudicated.

14 Therefore Defendant
 15 prays that the complaint of
 16 the plaintiff be dismissed.

17
 18 J. H. Maguire
 19
 20 Attorney for Defendant
 21

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through back
Cotton County
Alabama. 1893

RECORDED
INDEXED

Wright
Wright
Gleno.

Filed Aug 18/93
J. W. Keweenaw
Deer

Supd. M. M. M. M.
Attorney for Deft.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

VS

PIEA.

3. The Defendant for answer to the said complaint saith that the notes sued on were without any consideration whatsoever and that the Plaintiff ought not to recover thereon.

Attorney for Defendant.

RECORDED

01377

LILLIE M. DREITZLER,

PLAINTIFF

VS

M. S. DREITZLER,

DEFENDANT.

Filed Aug 18/93

J. W. McArthur Clerk

PLEA.

LLOYD A. MAGNEY,
Attorney for Defendant.

LILLIE M. DREITZLER,
Plaintiff,

vs.

M. S. DREITZLER,
Defendant.

(
(IN THE CIRCUIT COURT OF
(
(BALDWIN COUNTY, ALABAMA.
(

REPLICATION TO SPECIAL PLEAS

The plaintiff, by way of replication in answer to defendant's special pleas, says in separate answer to each of said pleas that the notes sued on in this cause were given by defendant to secure payment to plaintiff of deferred alimony installments in her favor under decree of divorce from this court on its equity side in Cause No. 610; that by the terms of said notes the defendant obligates himself to pay all costs of collecting, or attempting to collect each of said notes, including a reasonable attorney's fee, thereby making an added and different liability of defendant on said notes from his liability under said divorce decree.

GENERAL REPLICATION

The plaintiff by way of general replication to each of defendant's special pleas joins issue thereon.

Frank S. Meyer
Attorney for Plaintiff

CIRCUIT COURT, BALDWIN COUNTY, ALA.

RECORDED
INDEXED
AUG 20 1931

Dr. Dreitzler

vs.

Dr. Dreitzler

Replications to Defendant's
Special Pleas

Filed Aug. 18, 1931,

J. W. McCallum

Clerk.

Frank J. Yerger
Attorney for Plaintiff

LILLIE M. DREITZLER

PLAINTIFF

VS

M. S. DREITZLER

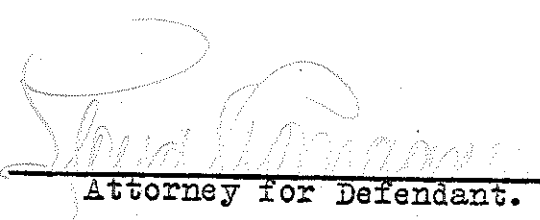
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

PLEA

Comes now the Defendant and avers that the allegations of the Complainant are untrue.

Wherefore having fully answered, the Defendant prays that he may go hence without day and have judgement for his costs herein expended.


Attorney for Defendant.