

George Bowen Cleveland
ATTORNEY-AT-LAW
60 St Emanuel St. P. O. Box 704
MOBILE, ALA.

October 5th, 1931.

Mr. T. W. Richardson, Clerk,
Bay Minette, Ala.

Dear Sir:-

In re C. E. Sibley vs. Gordon Lowell. I
think you told me that service was had in this case on Sept. 3, 1931, and,
if so, the thirty days would be up last Saturday.

I enclose his two notes sued on, with interest figured until today.
The open accounts I will let go, or will not take judgment for, as he owes
enough on the notes. The total of the two notes and interest is \$761.53. I
have attached a memorandum to the two notes and enclose them herewith, as
said. Please do what is necessary to take judgment. Do not issue execution
unless requested, as the defendant and I have entered into a temporary
agreement for small payments monthly. Send me your cost bill.

If there is anything further I should do, advise me.

Yours very truly,

George Bowen Cleveland
George Bowen Cleveland
Atty. for plaintiff.

October 1973

1973, 1974, 1975

1976, 1977, 1978, 1979

1980, 1981, 1982

1983, 1984

1985, 1986, 1987, 1988, 1989

1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999

2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009

2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019

2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029

2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039

2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049

2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059

2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069

2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079

2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089

2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099

2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109

Final Act 5th/73,
D. N. R. R.
C. R. K.

(S. 7)

ATTEST

endorser, guarantor, or any one of them.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agree to pay this note and waives as to this debt, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety,

in case, if, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, or assign, or otherwise dispose of, or wrong hereunder, shall be deemed and construed to treat or injure any of the above-mentioned property without the consent of said payee or assignee, then the entire debt or debts, secured herein, shall be deemed and construed to treat or injure any of the above-mentioned property without the consent of said payee or assignee, and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract, said payee or assignee is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

After return of John, Estimate of
in Bakery when taken over by Gordon Howell, 3/16/25.

Received by interest of \$1000 in Boston

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

DOLLARS

PROMISE TO PAY TO THE ORDER OF

AFTER DATE, WITHOUT GRACE.

FARRIS, ALA.

3-16

192

The undersigned endorsers assume
the contract shown by the face of this
note.

Filed Oct 5/1931
J. M. Kierman
Secy.

\$ 288 93

FAIRHOPE, ALA., 3 - 16 - 1925

five and one half months AFTER DATE, WITHOUT GRACE, I
PROMISE TO PAY TO THE ORDER OF People's Co-operative Store Inc.
Two hundred and eighty eight 93 DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE **BANK OF FAIRHOPE, Fairhope, Ala.,**

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

For Indse of
also 4 months back rent.

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mis-treat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract, said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

ATTEST

Edson Lowell (L. S.)

(L. S.)

The undersigned endorses assume
the contract shown by the face of this
note.

Product 5/14/93,
J. M. McInnis
C. M. K.

C.E.Sibley, Plaintiff,)

vs.

:In the Circuit Court of Baldwin Co., Ala.

Gordon Lowell, Defendant.)

Complaint.

1. Plaintiff claims of the defendant the sum of \$288.93, due by promissory note made by him on the 16th day of March, 1925, and payable five and one half months after date, with the interest thereon.

Said note contains a clause waiving the exemptions of the defendants allowed under the laws of Alabama, or any other state, and provides for a reasonable attorney's fee.

Said note was made in favor of Peoples Co-Operative Store, Inc., and became the property of the plaintiff by purchase from the Trustee in bankruptcy of said corporation.

2. Plaintiff claims of the defendant the sum of \$223.44, due by promissory note made by him on March 16th, 1925, and due six months after date, with interest thereon.

Said note contains a waiver of exemptions under the laws of Alabama and any other state and provides for a reasonable attorney's fee.

Said note became the property of the plaintiff by purchase from the Trustee in Bankruptcy of the Peoples Co-Operative Store, Inc., bankrupt, said note being made to that corporation,

3. Plaintiff claims of the defendant further the sum of \$87.67, due by account from him by account, on, to wit: Jan 1, 1930, which sum, with the interest thereon, is still unpaid.

4. Plaintiff claims of the defendant the further sum of \$87.67, for goods, merchandise and chattels sold by the ~~plaintiff~~ ^{to the defendant} Peoples Co-Operative Store, Inc., between July 3, 1929, and December 7th, 1929, said account now being the property of plaintiff through purchase from the Trustee in Bankruptcy of the said corporation. Which sum, with interest, is ~~due and unpaid~~ still unpaid.

5. Plaintiff further claims of the defendant the sum of \$125.00

~~as a reasonable attorney's fee provided for in notes set out~~

in counts 1 and 2.

George Brown Chaudron
Attorney for plaintiff.

Received for
[Signature]
[Signature]
[Signature]

in counts 1 and 2.

as a responsible attorney, he provided for in bonds set out

RECEIVED

of the defendant, the sum of \$100.00

See also Exhibit A, filed.

and in the absence of the said corporation, the sum of \$100.00

count not being the property of Plaintiff through transfers from the

State Store, Inc., dated July 3, 1930, and December 14, 1930, and ac-

counts, March 1930 and October 1930, sold by the defendant, Peoples Co-Oper-

4. Plaintiff claims of the defendant the sum of \$87.07, for

interest thereon, is still unpaid.

Plaintiff asks the court to award costs, and to award the

plaintiff claims of the defendant the sum of \$87.07, and

said note being made to the corporation.

Plaintiff asks the court to award costs, and to award the

said note, because the property of the plaintiff in the corporation, the

said note constitutes a part of the assets of the corporation, and

with interest thereon.

Plaintiff asks the court to award costs, and to award the

plaintiff claims of the defendant the sum of \$87.07, and

in payment of said note.

and receive the property of the corporation, and the

said note was made to the corporation, and the

for a responsible attorney.

said note, under the laws of Virginia, or any other state, and provides

said note constitutes a claim against the assets of the

five and one half months after date, with the interest thereon.

Plaintiff claims of the defendant the sum of \$87.07, and

costs.

Plaintiff, Defendant,

Plaintiff, Defendant,

in the County Court of Loudoun County, Va.

The State of Alabama, BALDWIN County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon Gordon Lowell

to appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer, or demur, within thirty days from service hereof to the complaint of

C. E. Sibley

Witness this 29th day of August, 1931

W. R. Peterson, Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD, ANSWER OR DEMUR WITHIN THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT.

COMPLAINT

VS.

Plaintiff

Defendant

And the Plaintiff.....claim..... of the Defendant.

Dollars, due

ORIGINAL

RECORDED

The State of Alabama
Baldwin County

CIRCUIT COURT

C. E. Sibley

Plaintiff

vs.

Gordon Lowell

Defendant

Summons and Complaint

Filed this 29th day of

August

1931

W. R. Stevenson

Clerk.

George Bowen Cleveland
Plaintiff's Attorney.

Received this _____ day
of _____, 19____

Sheriff.

Executed this 32nd day

of Sept 31, 1931, by

leaving a copy of the within Summons and Com-
plaint with

Gordon Lowell

Defendant.

W. R. Stevenson

by Affiant D.S.

Sheriff.

The State of Alabama,
_____ COUNTY

To the Sheriff of _____ County:

Whereas, the Plaintiff..... in the within stated
cause ha..... made affidavit and given bond as
required by law, you are hereby required to
take the property mentioned in the complaint
into your possession, unless the Defendant.....
give..... bond payable to the Plaintiff..... with
sufficient surety in double the amount of the
value of the property, with condition that if the
Defendant

cost in the suit.....
within thirty days thereafter, deliver the property
to the Plaintiff....., and pay all costs and damages
which may accrue from the detention thereof.

_____, Clerk.

George Bowen Cleveland
ATTORNEY-AT-LAW
60 St. Emanuel St. P. O. Box 704
MOBILE, ALA.

October 10th, 1931.

Mr. T. W. Richardson, Clerk Circuit Court,
Bay Minette, Ala.

Dear Sir:-in re C. E. Sibley vs. Gordon Lowell. I have received Judge Hare's letter sent me by you. I enclose original signed transfer of the notes and accounts by the Trustee in Bankruptcy of the Peoples Co-Operative Store, Inc., to C. E. Sibley and signed confirmation of Judge Erwin of the District Court of the United States for the Southern District of Alabama.

Please forward the same to Judge Hare again, with the file and notes. Afterwards I will make a motion for leave to withdraw it.

I also enclose herewith note of L. A. Funk to Bank of Fairhope, endorsed over to Mr. Payne. Please forward it with the file of Payne vs. Funk to Judge Hare.

Yours truly,
George Bowen Cleveland
George Bowen Cleveland,

State of Alabama)
County of Mobile)

KNOW ALL MEN BY THESE PRESENTS: that whereas the Peoples Cooperative Store, having heretofore been adjudged bankrupt and V. B. Mc Aleer, the duly elected trustee of said estate of said bankrupt and whereas said trustee did on May 7, 1930 offer for sale the book accounts due the above said bankrupt and at said sale B. C. Anderson was the highest purchaser for same in the sum of \$150.00 and whereas objections were raised to the confirmation of the sale of said accounts to said B. C. Anderson and the matter hereinafter being heard before Robert T. Ervin, Judge of the United States District Court, Southern District of Alabama, at which time the bid of C. E. Sibley for the sum of \$165.00 was duly confirmed on March 18, 1931 as shown by the Order of Confirmation hereto attached.

Now, therefore, in consideration of the sum of \$165.00 to me, V. B. Mc Aleer, as trustee of the estate of Peoples Cooperative Store, Bankrupt, in hand this day paid by C. E. Sibley, the receipt whereof is hereby acknowledged, I, V. B. Mc Aleer, as such trustee for said estate do hereby bargain, sell, transfer, set over and assign all open or book accounts ^{and notes} due said Peoples Cooperative Store, Bankrupt.

In witness whereof I have hereunto set my hand this 18th day of March, 1931.

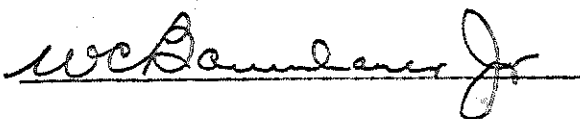


TRUSTEE PEOPLES COOPERATIVE STORE,
BKT.

WITNESS:



MARCELLE MALONE



W. B. ANDERSON JR.

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF THE
SOUTHERN DISTRICT OF ALABAMA

In the Matter
of
Peoples Cooperative Store, Bankrupt.

In Bankruptcy No. 5555

The matter of the Referee's report as to confirmation of the sale of the book accounts due the above bankrupt to B. C. Anderson for the sum of \$150.00 coming on to be heard and Mr. G. B. Cleveland, attorney for C. E. Sibley, who in open Court offered 10% above the amount as offered by Mr. Anderson, it is hereby ordered, adjudged and decreed that the sale of the book accounts due the Peoples Cooperative Store, Inc., Bankrupt to C. E. Sibley be and is hereby confirmed.

Done at Mobile, Alabama this 16th day of March, 1931.

DISTRICT JUDGE

Circuit Court, Baldwin County

#9496

C. E. Selby

VS.

Hondas L. L. Lull

PLAINTIFF

DEFENDANT

BILL OF COST

CLERK'S FEES		Dollars	Cts.	AMOUNT BROUGHT FORWARD		\$	Cts.
Issuing Summons and Complaint	\$1 25	1	25	Transcript to Supreme Court, 15c per hundred words			
Copies of same, when over 200 words, 15c per 100	30		30	Copies, 5c per hundred words			
Issuing Alias Summons and Complaint	1 25			Citation to Appellee in Appeal, 20c per hundred words			
Entering Sheriff's Return on Summons and Complaint	20		20	Certificate with Seal, 50c. Without Seal	25		
Docketing Cause 25c. Ent. Appearance, 20c	45		45	Witness Certificate	25		
Subpoena for Witness	30			Taking Bond Not Above Mentioned	75		
Making Certificate of Judgment	50		50	Entering Order of Court not above named	30		
Filing	10		10	Administering Oath	25		
Trial and Incidents	75		75	Taking Bond for Costs of Non-Resident Plaintiff	75		
Entering Judgment, or copy of same	30		30	Copy of any paper not above named, 15c per hundred words			
Order for Continuance	10		10	Filing Writ of Prohibition and Entering Return	15		
Issuing Execution	50		50	Issuing Writ of Prohibition	75		
Docketing Execution	25		25	Issuing copies of same, 15c per 100 words			
Issuing copy of same	50		50	Filing Mandamus and Entering Return	15		
Entering Sheriff's Return on Execution, 15c per hundred words	20		20	Issuing Writ of Mandamus	75		
Final Record, 15c per hundred words	30		30	Issuing copies of same, 15c per 100 words			
Order for Alias Summons and Complaint	30		30	Total Clerk's Fees			
Order to Dismiss Cause	30		30	SHERIFF'S FEES			
Order to Set Aside Dismissal	30		30	Serving and Returning Summons	\$1 50		
Order Overruling Motion to Set Aside Dismissal	75		75	Serving and Returning Subpoenas	65		
Order Granting New Trial	30		30	Collecting Execution for Costs	1 50		
Order Overruling Motion for New Trial	30		30	Serving and Returning Sci. Fa. Notice, etc.	65		
Order Overruling Motion for Continuance	30		30	Executing Writ of Possession	2 50		
Order Overruling Motion to Set Aside Default	30		30	Levying Attachment	3 00		
Order for Notice to Non-Resident Defendant	30		30	Entering and Returning Attachment	25		
Issuing Notice for Publication and Copy 20c per hundred words	30		30	Entering and Returning Execution	25		
Order to Give Security for Costs	30		30	Summoning and Returning Garnishee	1 50		
Order to Give Additional Bond	30		30	Taking and Approving Garnishee Bond	75		
Order to Execute Writ of Inquiry	30		30	Serving and Returning Writs	1 50		
Order of Sale in Attachment	30		30	Serving and Returning Summons on Forcible Entry	1 00		
Order for Leave to Amend Complaint	30		30	Executing Writ of Restitution in such cases	2 00		
Order for Leave to Amend Pleas	30		30	Taking and Approving Bonds of Every Kind	1 00		
Order for Leave to Amend Writ of Process	30		30	Taking and Approving Claim Bond	1 00		
Order for Attachment for Witness	30		30	Taking and Approving Forthcoming Bond	1 00		
Filing Deposition	10		10	Taking and Approving Bail Bond	1 00		
Issuing Commission to Take Deposition	75		75	Taking and Approving Plaintiff's Detinue Bond	1 00		
Issuing copy of same, per hundred words	15		15	Taking and Approving Defendant's Detinue Bond	1 00		
Issuing Copy of Interrogatories, 15c per hundred words, but not less than	50		50	Making Deed	2 50		
Endorsing each Pet. Deposition Opened	10		10	Serving Attachment for Contempt of Court	1 50		
Taking Bond in Garnishment on Summons	75		75	Collecting Money on Execution			
Summons to Garnishee	50		50	Empanelling Jury	75		
Copies of same, 20c per hundred words				Sheriff's Commission for Property Sold under Attachment			
Notice to Defendant in Garnishee on Summons, and copy, per hundred words	20		20	Seizing Personal Property on Writ of Detinue	3 00		
Swearing Garnishee and Recording Answer, 15c per hundred words, but not less than	50		50	Total Sheriff's Fees			
Filing Attachment	10		10	RECAPITULATION			
Issuing Attachment Writ and Taking Bond	1 00		1 00	Judgment			
Issuing Copies of Attachment Writ, 15c per hundred words				Interest			
Filing Certiorari and Entering Return	15		15	Clerk's Fees			
Taking Certiorari Bond and Filing Same	75		75	Sheriff's Fees			
Issuing Writ of Certiorari	75		75	Justice's Fees			
Issuing copies of same, 15c per 100 words				Constable's Fees			
Issuing Writ of Scieri Facias, or Notice in Nature of	75		75	Witnesses' Fees			
Issuing copies of same, 15c per 100 words				Commissioners' Fees			
Taking Supersedeas Bond and Filing same	75		75	Printer's Fees			
Taking Appeal Bond and Filing same				Stenographer's Fees	5 00		
TOTAL FORWARDED				Answer of Garnishee			
				Trial Tax	3 00		
				Total			

Received payment this _____ day of _____ 193 _____

ATTEST

Clerk Circuit Court, Baldwin County, Ala.

Joe B. R. 7 P. 5-31

223.44 Note +
 108.25 Int
331.69

288.93 Note
 # 140.91 Int
429.84

331.69
 429.84
761.53 total =