

J. H. Sirmon :

vs :

In the Circuit Court of Baldwin County.

J. M. Hobbs :

1. Plaintiff claims of the defendant \$233.57, due from him by account on, to-wit, the 2nd day of February, 1916.

2. Plaintiff claims of the defendant \$233.57, on account stated between plaintiff and defendant on, to-wit, the 2nd day of February, 1916.

3. Plaintiff claims of the defendant \$233.57, for merchandise, goods and chattels sold by the plaintiff to the defendant on, to-wit, the 2nd day of February, 1916.

Which sums of money, with interest thereon, are still unpaid.

*J. H. Sirmon*  
Attorney for Plaintiff.

Copy of  
complaints

Filed 2/3/916  
NW Reservoir  
Clark

*[Handwritten signature]*

1. The first part of the document is a letter from the President of the United States to the President of the United States, dated 1964. The letter is signed by the President and is addressed to the President. The letter is a copy of the original letter and is not a reproduction. The letter is a copy of the original letter and is not a reproduction. The letter is a copy of the original letter and is not a reproduction.

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Figure 1: A schematic diagram of a 1D chain of particles. The chain is represented by a horizontal line with several particles (circles) attached. The particles are labeled with 'a' and 'b' and have associated 'x' and 'y' coordinates. The chain is shown in a state of motion, with arrows indicating the direction of movement. The diagram is labeled 'Figure 1' and includes a legend for the symbols used.

SUMMONS AND COMPLAINT

The State of Alabama {  
Baldwin County { No. ....

Circuit Court

February 3rd, 1916.

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon J. M. Hobbs,

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 him the Defendant  
by

J. H. Sirmon Plaintiff

Witness my hand this 3rd, day of February, 1916.

T. W. Rileman Clerk.

COMPLAINT

Plaintiff Versus

The plaintiff claims of the defendant

Dollars due by

Plaintiff's Attorney.

Original

No. 1

STATE OF ALABAMA,

BALDWIN COUNTY.

CIRCUIT COURT

J. H. Sirmon

vs.

Plaintiffs

J. M. Hobbs,

Defendants

SUMMONS AND COMPLAINT

Filed February 3rd, 1916

J. M. Hobbs, Clerk

Defendant lives at

Loxley, Ala.

John E. Mitchell,

Plaintiff's Attorney

Defendant's Attorney

Times Print, Bay Minette

Received in office

February 3rd, 1916

C. E. Eubanks Sheriff

I have executed this Writ

this Feb 7th 1916

by leaving a copy of the within summons and complaint with

John Hobbs

C. E. Eubanks Sheriff

O. B. Richerson Deputy Sheriff

J. H. Sirmon :  
                  :  
          vs        : Circuit Court, Baldwin County.  
                  :  
J. M. Hobbs     :

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT.

1. Is it not a fact that you are indebted to the plaintiff ?  
State the amount of such indebtedness ? What was the consideration  
for such indebtedness, that is, what do you owe this money for ?

2. Did you not, some time during the spring of 1915, purchase  
from the plaintiff some lumber ? Did you not purchase 240 feet  
at \$1.20 per hundred feet ? If not, how much did you purchase,  
and at what price ? Do you not owe \$2.90 for that lumber ? If  
not, how much do you owe for it.

3. Did you not, in November or December, 1915, buy three  
bushels of corn from the plaintiff ? If not, how much did you  
buy ? ~~Did you not buy three bushels~~ Was not such corn at that time  
worth on the market \$1.00 per bushel ?

4. Did you not from time to time during the years 1913, 1914,  
and 1915, or during some of said years, purchase milk, butter,  
meat, lard, chickens, eggs, vegetables and syrup from plaintiff ?  
Did you not, during the summer of 1913, have a settlement with  
plaintiff for the farm products which he had sold you, and also  
for the labor which he had performed for you, and did not the  
amount which you and he agreed that you owed him therefor amounted  
to about \$130.00 ? Did you not at that time pay him on account  
thereof \$100.00, leaving \$30.00 still due for said farm products ?  
Have you not subsequently purchased from him \$12.03 worth of  
farm products ?

5. Have you paid the plaintiff for the lumber, corn and farm  
products mentioned in the above interrogatories, and if so, when  
did you pay him, where did you make the payment, or payments, and  
what was the amount or amounts paid ?

6. Is it not a fact that you have been cutting pine and cypress  
timber off of the plaintiff's land in Sec. 19, Township 4 South,  
Range 4 East, Baldwin County ? State over what period such cutting  
has continued. Was it not agreed between the plaintiff and yourself

that you were to pay stumpage at the rate of \$2.00 per thousand feet for said timber ? Is it not a fact that you now owe him a balance of \$185.64 for stumpage ? If not, then state how much you owe plaintiff for stumpage.

7. If your stumpage contract with the plaintiff was in writing, then attach to your answer said contract, or a true copy thereof.

8. ~~Attach to your answer a true and correct copy of your~~ stumpage account with the plaintiff, showing how many feet of timber you have cut from time to time from his land, the dates of payment on account, and the amounts paid on such account.

9. Have you not cut into lumber the timber which you cut from plaintiff's land ? Give the names and residences of the parties to whom you sold such lumber from time to time. Also state the number of feet of lumber which you have sold to various parties, referring hereby to the lumber cut by you from the timber which you cut from plaintiff's land.

John E. Mitchell  
Attorney for Plaintiff.

State of Alabama,  
Mobile County.

Before me, Grace Nielsen, a notary public in and for the county aforesaid, personally appeared John E. Mitchell, the attorney for plaintiff, who, being first duly sworn, says that the answers to the above interrogatories, if truly made, will be material evidence for the plaintiff in the above stated cause.

Given under my hand this 2nd day of February, 1916.

Grace Nielsen  
Notary Public, Mobile County, Ala.

that you were to pay stumpage at the rate of \$2.00 per thousand feet  
for said timber? Is it not a fact that you now owe him a balance  
of \$185.64 for stumpage? If not, then state how much you owe  
plaintiff for stumpage.

7. If your stumpage contract with the plaintiff was in  
writing, then attach to your answer said contract, or a true copy  
thereof.

8. Have you not cut into lumber the timber which you cut  
from plaintiff's land? Give the names and residences of the  
parties to whom you sold said lumber from time to time. Also  
state the number of feet of lumber which you have sold to various  
parties, referring hereby to the lumber cut by you from the timber  
which you cut from plaintiff's land.

Attorney for Plaintiff.

State of Alabama,  
Mobile County.

Before me, Grace Nielsen, a Notary Public in and  
for the county aforesaid, personally appeared John H. Mitchell,  
the attorney for plaintiff, who, being first duly sworn, says that  
the answers to the above interrogatories, if truly made, will be  
material evidence for the plaintiff in the above stated cause.  
Given under my hand this 2nd day of February, 1916.

Notary Public, Mobile County, Ala.

Executed Feb 7<sup>th</sup> 1916 By serving  
a copy of the within Interrogatories  
on J. M. Hobbs

E. E. Eubank, Sheriff  
By O. B. Richardson  
S. S.

State of Alabama, }  
Baldwin County

## CIRCUIT COURT.

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

WHEREAS, J. H. Sirmon,

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against

J. M. Hobbs,

for the sum of Two hundred thirty three and 57/100 Dollars and whereas, the said

J. H. Sirmon,

has entered into bond, and made affidavit as required by law, that the said J. M. Hobbs

is indebted to him in the sum of

Two hundred thirty three and 57/100 Dollars, and that process of garnishment is believed to be necessary

to obtain satisfaction of such judgment as may be recovered by Plaintiff, and that Barclay Lumber Company,

a Corporation, Mobile, Ala. is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Barclay Lumber Company, a

Corporation, Mobile, Ala. to be and appear at the next

term of the Circuit Court, to be holden for the County of Baldwin, on 8th, Monday after 4th, Monday of Mar 1916.

then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your

answer, or at any time intervening between the time of serving the garnishment and making the answer, you were indebted

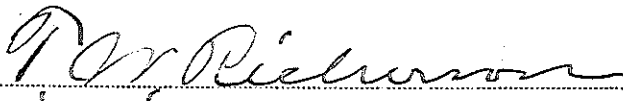
to the defendant, and whether, you will not be indebted to him in the future by a contract then existing, and whether by a

contract then existing, you are liable to him 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 you have not in

your possession or under your control money or effects belonging to the defendant.

Witness my hand this 3rd day of February, 1916



Clerk.



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Original

No. ....

Circuit Court of Baldwin County.

J. H. Sirmon.

VS. } Garnishment on Summons

J. H. Hobbs, Defendant,

Barclay Lumber Co, Garnishee,

Issued 3rd day of February 1916

Hon. John E. Mitchell.

Plff's Attorney.

BALDWIN TIMES PRINT.

Received this 3rd day of February, 1916, and  
 hereby return day at 4 P. M., by serving  
 a copy of the within writ of garnishment  
 on ~~Barclay Lumber Company~~,  
 a corporation, by serving a copy thereof  
 on ~~James H. Huggs & Barclay, A~~  
~~President of Barclay Lumber Company~~,  
 at ~~the~~ Wm. H. Hobbs Sheriff  
 of Baldwin County, Georgia.

STATE OF ALABAMA,

MOBILE COUNTY.

Before me, Grace Nielsen, a notary public in and for the county aforesaid, personally appeared J. H. Sirmon, who, being first duly sworn, says that J. M. Hobbs is justly and truly indebted to affiant in the sum of, to-wit, \$233.57; that Barclay Lumber Company, a corporation, Mobile, Alabama, is supposed to be indebted to, or to have in their possession or under their control, money or effects belonging to, affiant; and that process of garnishment against the said Barclay Lumber Company is believed to be necessary to obtain satisfaction of said indebtedness.

J H Sirmon

Subscribed and sworn to before  
me this 2nd day of February, 1916.

Grace Nielsen  
Notary Public, Mobile County, Ala.

STATE OF ALABAMA,

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS that we, J. H. Sirmon, as principal, and United States Fidelity & Guaranty Company, as surety, are held and firmly bound unto J. M. Hobbs in the sum of Four Hundred and Seventy Dollars (\$470.00), for the payment of which, well and truly to be made, we bind ourselves, our executors, administrators, and successors, jointly and severally by these presents.

GIVEN UNDER OUR HANDS this 2nd day of February, 1916.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, WHEREAS the above bounden J. H. Sirmon has instituted suit in the Circuit Court of Baldwin County, Alabama, against the said J. M. Hobbs, to recover an alleged indebtedness of \$233.57, and has prayed for a writ of garnishment against Barclay Lumber Company, a corporation, of Mobile Alabama, which company is supposed to be indebted to the said J. M. Hobbs.

NOW, THEREFORE, if the said J. H. Sirmon shall prosecute such garnishment to effect, and pay the said J. M. Hobbs all such damages as he may sustain from the wrongful or vexatious suing out of such garnishment, then this obligation shall be void; otherwise to remain in full force and effect.

J. H. Sirmon

United States Fidelity & Guaranty Co.

By

Tom Bonnell  
Attorney in Fact

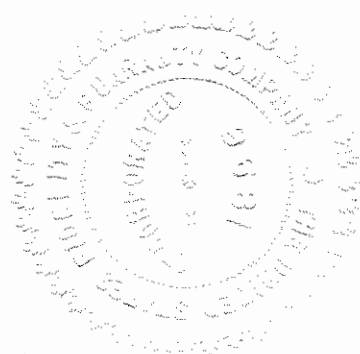
And by

Jno. T. Mitchell  
Attorney in Fact.

Taken and approved this

3rd day of February, 1916.

T. W. Richardson  
Clerk.



STATE OF ALABAMA

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS that we, J. H. Simon,

as principal, and United States Fidelity & Guaranty Company, as surety,

are held and firmly bound unto J. M. Hobbs in the sum of Four Hundred

and Seventy Dollars (\$470.00), for the payment of which, well and

lawfully to be made, we bind ourselves, our heirs, administrators,

and successors, jointly and severally by these presents.

GIVEN UNDER OUR HANDS this 2nd day of February, 1916.

THE COMMISSION OF THE ABOVE OBLIGATION is such that

WHEREAS the above bounden J. H. Simon has indicated with in the

Circuit Court of Baldwin County, Alabama, against the said J. M. Hobbs

to recover an alleged indebtedness of \$233.47, and has prayed for a

writ of garnishment against the said J. M. Hobbs, a corporation,

of Mobile Alabama, which company is supposed to be indebted to the

said J. M. Hobbs.

NOW, THEREFORE, if the said J. H. Simon shall prosecute

such garnishment to effect, and pay the said J. M. Hobbs all such

damages as he may sustain from the wrongful or vexatious suing out of

such garnishment, then this obligation shall be void; otherwise to

remain in full force and effect.

United States Fidelity & Guaranty Co.

By [Signature]  
Attorney in Fact

And by [Signature]  
Attorney in Fact.

Taken and approved this

2nd day of February, 1916.

[Signature]  
Clerk.

