

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

JOHN D. MIDDLETON)

VS.)

J. V. ROBINSON and
W. U. WILKES, A
PARTNERSHIP.)

Before THOMAS VONASHEK, a notary public, ex-officio
justice of the peace of Baldwin county.

Came the parties before me, this 3rd day of November,
1931, and after hearing the allegation and the proof it is
considered by the court that the said JOHN D. MIDDLETON
recover of the said J. V. ROBINSON and W. U. WILKES, A PART-
NERSHIP, the sum of Fifty-five Dollars and Seventy-nine
Cents (\$55.79) damages, and also costs of the suit, and set off of

defendant is dismissed.

Thomas Vonashek
Notary Public, Ex-Officio
Justice of the Peace

Dated this the 7th day of November, 1931.

Certificate of Judgment.

Moore Printing Co.

The State of Alabama,

Baldwin County

Precinct No. 9

Justice Court of

Thomas J. J. J.

Baldwin Co

1981

PLAINTIFF

VS

DEFENDANT

I, Thomas J. J. J.

Justice of the Peace, in Precinct No. 9

Baldwin County, Alabama, do hereby certify that on the 7 day of November 1931

a Judgment was rendered by said Court in the above stated cause, wherein

John M. J.

was Plaintiff and

Robinson and Wilcox

Defendants in

favor of the said Plaintiff and against the said defendant for the sum of

Fifty Five 100

Dollars,

and also for the sum of 35

Dollars,

the costs in said suit and that

F. F. Wilcox

is the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this

7th

day of

November

1931

Thomas J. J. J.

Justice of the Peace, Precinct No. 9, Baldwin County, Ala.

JOHN D. MIDDLETON,
Plaintiff.

vs

ROBINSON & WILKES
Defendants.

IN THE JUSTICE COURT

OF

THOMAS A. VONASCHEK

BALDWIN COUNTY, ALABAMA.

The Defendant, as a defense to the action of Plaintiff says that at the time said action was commenced, the Plaintiff was indebted to J. Van Robinson in the sum of SEVENTY SIX and 67/100 DOLLARS by promissory note executed by John D. Middleton on January 29th, 1927 and payable four months after date in the sum of \$50.00 which said note is still due and unpaid, and in which note the maker waived all rights of exemption and agreed to pay a reasonable attorney's fee if not paid at maturity, which said fee Defendants now claim in the sum of TEN DOLLARS making the total amount due, with interest and attorneys fee, SEVENTY SIX and 67/100 DOLLARS as aforesaid, and which amount Defendants hereby offer to set off against the demand of the Plaintiff and claim judgment in favor of J. VAN ROBINSON for the excess.

Richards & Cobb

Attorneys for Defendants.

JOHN D. MIDDLETON

Plaintiff.

VS

ROBINSON & WILKES

Defendants.

PLEA OF SET OFF.

RICKARBY & COBB

John D. Middleton

vs

J Van Robun
and
W. H. Wicks

Justice Court

Term No 9.

before Thomas Vonnashek

Justice of the
Peace.

Answer

Comes now John D. Middleton
and says that he has paid
the note and mortgage at not
out in payments ~~some~~ ~~money~~
and attempts not off by turning
back the origin to the said
J. Van Robun.

J. F. Nelson

deputy

for

John D. Middleton

ROBERTSDALE, ALA.

JUSTICE OF THE PEACE

THOMAS VONNASHEK

STATE OF ALABAMA:

BALDWIN COUNTY :

KNOW ALL MEN BY THESE PRESENTS, that we, W. U. WILKS and J. VAN ROBINSON, as principals and *W. H. Henkel* and *R. A. Hail* as sureties, are held and firmly bound unto *John Middleton* in the sum of *One hundred* Dollars to be paid unto the said *John Middleton* his heirs, executors, administrators and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs and assigns, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the ~~XXXXXXXXXXXXXXXXXXXX~~ *Wilks and Robinson* said did, on the 19th day of October 1931 obtain an attachment in the sum of *One hundred* Dollars against the said Wilks and Robinson, returnable to the Justice Court of Thomas Vonaschek which attachment has been placed in the hands of the Sheriff of Baldwin County and by him levied on the following property of the Defendants, viz, one truck-load of sawn lumber.

NOW, if the said Wilks and Robinson shall have forthcomin^g and deliver to the said Plaintiff within the time prescribed by law said lumber, or shall satisfy in full all such judgment as may be rendered against them, together with the costs by the Court in which this suit is pending, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF we do hereto set our hands and seals this the Nineteenth day of October 1931.

W. U. Wilks Seal
J. V. Robinson Seal

W. H. Henkel Seal
R. A. Hail Seal.

Taken and approved this the 19th day of October 1931.

Thomas Vonaschek
Justice of the Peace.

The State of Alabama, {
Baldwin County

IN JUSTICE COURT OF

Thomas Vnashek

TO ANY LAWFUL OFFICER OF SAID COUNTY, GREETINGS:

John Middletonhaving complained on oath before me, Thomas Vnasheka Justice of the Peace in and for Precinct No. Nine, Baldwin County, Alabama, thatRobinson and Wilkesis justly indented to him in the sum of Fifty 00/100(50⁰⁰/100) Dollars, and has made affidavit and given bond as required by law; you arehereby commanded to attach so much of the estate of Robinson and Wilkesas will be of value sufficient to satisfy the complaint and costs; and such estate, unless replevied, you
will so secure that the same may be liable to further proceedings thereon, to be had before me on the21st

day of

October, 1931, at my office atRobertsdale

, Alabama, when and where you

must make return how you have executed this writ.

Witness my hand this the

20th

day of

October1931Thomas Vnashek

Justice of Peace,

Precinct 9 Baldwin County, Ala.

WRIT OF ATTACHMENT

John Middleton

Plaintiff

VS.

Robinson & Walker

Defendant

IN THE JUSTICE COURT OF

Thomas Vennard at

One 1/2 of Rockledge

Alabama.

Issued 20 day of October

1931

Thomas Vennard

Justice of Peace.

Received the within writ October 20 1931 and return same that day by attaching the writ to the return on writ of attachment and then return in my custody.

The State of Alabama, }
Baldwin County

IN JUSTICE COURT

At Robertsdale, Ala.

Know All Men by These Presents, That we,

John Middleton, J. B. Milkers
and C. D. Swat all ofRobertsdale

of the County of Baldwin

State of Alabama

are held and firmly bound unto

Robinson and Milker

in the sum of

One hundred

Dollars, to

be paid to the said

Robinson and Milker, their

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, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 20 day of October 1931.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the above bounden

John Middleton, J. B. Milkers
and C. D. Swat

have, on the day of the date

hereof, prayed an attachment at the suit of

John Middleton

against the estate of above named

Robinson & Milker

for the sum of

Fifty

Dollars,

and hath obtained the same, returnable to the Circuit Court of Baldwin County;

Now, if the said

John Middleton

should prosecute said attachment to effect, and pay the said Defendant all such damages as They 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 now, or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, sealed and delivered the date above written.

John Middleton (Seal)
J. B. Milker (Seal)
C. D. Swat (Seal)
____ (Seal)

Approved, this

20

day of

October1931Thomas Vonnshelk.

J. P.

The State of Alabama,

Baldwin County

At

Ala.

IN JUSTICE COURT

Before me,

Thomas W. Marshall

in and for said county, personally appeared

John W. Marshall

who, being duly sworn, on oath saith that

Robertson and Miller

justly indebted to

in the sum of Fifty Five 29 (m)

Dollars, which said

amount is justly due after allowing all just offsets and discounts and that the said

and Miller are jointly and severally liable to the plaintiff herein

wherein Miller is liable to the plaintiff and the defendant is not liable

and that the plaintiff is not liable to the defendant for the purpose of vexing or harassing the defendant, or

other improper motive.

Subscribed and sworn to before me this

20

day of

October

1931

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or

No.

The State of Alabama,

Baldwin County

JUSTICE COURT

At, Robertsdale, Ala.

TO

John W. Marshall

ATTACHMENT BOND AND AFFIDAVIT

Filed this the 20th day of

October 1931

Thomas W. Marshall

Justice of Peace.

Attorney

87 57
\$ 50/00.

ROBERTSDALE, ALA. Jan 20, 192

192

Four months

AFTER DATE, WITHOUT GRACE

PROMISE TO PAY TO THE ORDER OF

J. V. Robinson

Fifty 50/100

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE **Robertsdale State Bank, ROBERTSDALE, 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:

One Enterprise Steam Engine,

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, mistreat 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 Robertsdale, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Robertsdale, 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, in case 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.

TEST:

John D. Middleton

John D. Middleton

87 57
\$ 50/00.

ROBERTSDALE, ALA. Jan 20, 27. 192

Four months AFTER DATE, WITHOUT GRACE PROMISE TO PAY TO THE ORDER OF

J. V. Robinson

Fifty 00/200 DOLLARS

FOR VALUE RECEIVED. PAYABLE AT THE **Robertsdale State Bank, ROBERTSDALE, 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:

One Enterprise Steam Engine,

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, mistreat 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 Robertsdale, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Robertsdale, 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 to the bank belonging to the maker, surety, endorser, guarantor, or any one of them.

WITNESSES:
ATTEST:

John D. McArthur
J. D. McArthur

The State of Alabama, {
Baldwin County.

That we, J. VAN ROBINSON, W. U. WILKS, H. E. Henkel, R. A. Hall and
are held and firmly bound unto J. O. H. N. D. MIDDLETON
in the sum of ONE HUNDRED AND TWENTY-ONE Dollars,
for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of
our heirs, executors and administrators, jointly and severally. But upon condition, that if the above
bound Robinson & Wilks shall prosecute to
effect an appeal by them taken this day to the next term of the CIRCUIT Court of
Baldwin County from a judgment rendered against them in favor of said John D. Middleton
by Thomas Wonschek
a justice of the peace for said county, for the sum of FIFTY-FIVE AND 79/100
Dollars, debt in said appeal, shall pay such judgment, both as to
debt and costs as may be rendered against them by the said CIRCUIT Court of
Baldwin County, then, in either of said events, this obligation to be void, otherwise to remain in full
force and effect.

Given under our hands and seals, this the Seventh day of November 1931.

Approved:

J. Van Robinson (L. S.)

W. U. Wilks (L. S.)

H. E. Henkel (L. S.)

R. A. Hall (L. S.)

Thomas Wonschek

J. P.

No. _____

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

APPEAL BOND

JUSTICE'S COURT OF

THOMAS A. VONASCHKE

JOHN D. MIDDLETON,

PLAINTIFF

VS.

ROBINSON & WILKS,

DEFENDANT

Filed this 10 day of November 1931.

Thomas Vonaschke

Justice of the Peace,
Baldwin County, Alabama.

7538
Circuit Court, Baldwin County
John D. Duddell

PLAINTIFF

VS.

DEFENDANT

BILL OF COSTS

CLERK'S FEES

	Dollars	Cts.
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 De- fendant		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 Neave 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, 15c per 100 words		50
Issuing Copy of Interrogatorios, 15c per hundred words, but not less than		10
Endorsing each Pet. Deposition Opened		75
Taking Bond in Garnishment on Summons		50
Summons to Garnishee		50
Copies of same, 20c per hundred words		50
Notice to Defendant in Garnishee on Sum- mons, and copy, 20c per 100 words		50
Swearing Garnishee and Recording An- swer, 15c per hundred words, but not less than		50
Filing Attachment		10
Issuing Attachment Writ and Taking Bond		1 00
Issuing Copies of Attachment Writ, 15c per hundred words		15
Filing Certiorari and Entering Return		75
Taking 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
Taking Supersedeas Bond and Filing same		75
Taking Appeal Bond and Filing same		75
TOTAL FORWARDED		

AMOUNT BROUGHT FORWARD

	\$
Transcript to Supreme Court, 15c per hundred words	
Copies, 5c per hundred words	
Citation to Appellee in Appeal, 20c per hundred words	
Certificate with Seal, 50c. Without Seal	25
Witness Certificate	25
Taking Bond Not Above Mentioned	75
Entering Order of Court not above named	30
Administering Oath	25
Taking Bond for Costs of Non-Resident Plaintiff	75
Copy of any paper not above named, 15c per hundred words	
Filing Writ of Prohibition and Entering Return	15
Issuing Writ of Prohibition	75
Issuing copies of same, 15c per 100 words	
Filing Mandamus and Entering Return	15
Issuing Writ of Mandamus	75
Issuing copies of same, 15c per 100 words	
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 Deti- nue Bond	1 00
Taking and Approving Defendant's Deti- nue Bond	1 00
Making Deed	2 50
Serving Attachment for Contempt of Court	1 50
Collecting Money on Execution	75
Empanelling Jury	
Sheriff's Commission for Property Sold under Attachment	
Seizing Personal Property on Writ of Detinue	3 00
Total Sheriff's Fees	

RECAPITULATION

Judgment	
Interest	
Clerk's Fees	
Sheriff's Fees	
Justice's Fees	
Constable's Fees	
Witnesses' Fees	
Commissioners' Fees	
Printer's Fees	
Stenographer's Fees	5 00
Answer of Garnishee	
Trial Tax	3 00
Total	\$

Received payment this 24 day of September 1932

ATTEST

Thomas J. Mashette, J.P.
Clerk of Circuit Court, Baldwin County, Ala.