

merchants the same
Mrs. H. Mannick
4165

JURY LIST - FALL SESSION
SEPTEMBER 12, 1960

- ~~1. Boykie, William E., Laborer, Robertsdale~~
- ~~2. Bryant, Woodrow, Farmer, Stockton~~
- ~~3. Emmons, Isaac, Farmer, Silverhill~~
- ~~4. Bauer, John, Farmer, Summerdale~~
- ~~5. Clark, H.L., Brookley Field, Bay Minette~~
- ~~6. Allegri, V.J., Jr., Farmer, Belforest~~
- ~~7. Lovell, M.A., Jr., Farmer, Loxley~~
- ~~8. Eiland, Clarence S., Millman, Bay Minette~~
- ~~9. Cooper, Quitman, Bldg. Supply Dealer, Gulf Shores~~
- ~~10. Daring, Rudolph A., Merchant, Foley~~
- ~~11. Davidson, Jerry, Ala. Power Co., Bay Minette~~
- ~~12. Durant, Joe C., Farmer, Bay Minette~~
- ~~13. Durant, Percy N., Merchant, Bay Minette~~
- ~~14. Dutcher, Wilson, Jeweler, Fairhope~~
- ~~15. Dvorak, Joseph, Merchant, Silverhill~~
- ~~16. Dyass, Albert, Merchant, Stapleton~~
- ~~17. Laurendine, Leonard, Farmer, Mag. Spgs.~~
- ~~18. Lyrene, George A., Farmer, Silverhill~~
- ~~19. Malone, T.E., Merchant, Fairhope~~
- ~~20. Mason, Jimmy, Salesman, Fairhope~~
- ~~21. Mathews, Charles H., Furniture, Bay Minette~~
- ~~22. McKenzie, Elroy, JR., Farmer, Fairhope~~
- ~~23. Mitchel, Fred, Jr., Service Station, Stapleton~~
- ~~24. Mosley, A.A., Builder, Stapleton~~
- ~~25. Murphy, William R., Plant Manager, Robertsdale~~
- ~~26. Owen, L.D., Jr., Merchant, Bay Minette~~
- ~~27. Pearson, Donald, Farmer, Robertsdale~~
- ~~28. Roberts, Howard, Civil Service, Stapleton~~
- ~~29. Sirmon, Arthur, Farmer, Belforest~~
- ~~30. Sirmon, A.D., Farmer, Daphne~~
- ~~31. Schroeder, Walter, Painter, Elberta~~
- ~~32. Sheldon, Edward, Brick Layer, Fairhope~~
- ~~33. Stripline, Fred, Television Repair, Robertsdale~~
- ~~34. Straka, Fred, Trucker, Robertsdale~~
- ~~35. Suddith, Jack, Office Manager, Bay Minette~~
- ~~36. Trawick, Walter, Laborer, Bay Minette~~
- ~~37. Vasut, Charles F., Television Repair, Robertsdale~~
- ~~38. Waters, Orville Clyde, Merchant, Bay Minette~~
- ~~39. Sewell, Devore, Businessman, Loxley~~
- ~~40. Lund, Geoffrey, Chemist, Spanish Fort - Daphne~~
- ~~41. Cooper, Nolan, Jr., Farmer, Robertsdale~~
- ~~42. Alexander, W. Silsby, Jr., Plumber, Bay Minette~~
- ~~43. Langston, Shelby, Brookley Field, Bay Minette~~
- ~~44. Crawford, Russell M., Electrician, Bay Minette~~
- ~~45. Howard, Oscar, Merchant, Bay Minette~~
- ~~46. Johnson, Manford, Newport, Bay Minette~~
- ~~47. Walker, W. Kirby, Railroad, Bay Minette~~
- ~~48. Gray, Cane P., Oil Distributor, Bay Minette~~
- ~~49. Wrenn, Walter P., Fleet, Bay Minette~~
- ~~50. Zehner, Charles K., Health Dept., Bay Minette~~
- ~~51. Murrach, Wendel A., Production, Bay Minette~~
- ~~52. Moorner, Uhle, Newport, Bay Minette~~
- ~~53. Miller, Ernest, Ala. Power Co., Bay Minette~~
- ~~54. McKinney, Fred, A.P.C., Bay Minette~~
- ~~55. McGill, Jake M, Insurance, Bay Minette~~
- ~~56. Lynd, Joe E., Plumber, Bay Minette~~
- ~~57. Knight, Robert W., Clerk, Bay Minette~~
- ~~58. Lyles, O.C., Real Estate, Bay Minette~~
- ~~59. Easley, Ted, Baldwin Pole & Piling Co., Bay Minette~~

P XXXX XXXX
D XXXX XXXX

Wpts 6-4-4 *Fule*

The Merchants National Bank of Mobile

J. FINLEY McRAE, PRESIDENT

CAPITAL & SURPLUS \$8,000,000.00

J. MARSHALL MARRIOTT
VICE PRESIDENT

Mobile, Alabama

May 7, 1959

Mrs. H. Mannich
RFD
Silverhill, Alabama

Dear Mrs. Mannich:

It has been five or six months since we talked to you about the 1958 Chevrolet that was wrecked last October, but the delay is due to the fact that the car has not been completely repaired. Klumpp Motor Company delivered it to us on March 26 but we did not accept it because it was not properly fixed. It was returned to them on or about April 6th for additional work, and we hope it will be ready for delivery within the next several weeks.

As you know, the payoff on this account is some \$1,650.00 and, of course, we cannot expect to sell the car for enough to satisfy the debt. It is our desire to work the matter out on a friendly basis; that is, we will sell the car for a fair price and apply it on the loan provided you will agree to pay the balance in monthly payments. On the other hand, if you would like to have the car back and keep it or sell it yourself, this will be agreeable with us. Please understand that we will expect the note to be paid in full, and we will resort to suit if necessary, but this will only add additional expense and attorney fees which you would have to pay, and we would like to avoid this if at all possible.

Please write us within the next week and let us know your thoughts concerning the note and what you propose to do. We will be glad to work with you in order to avoid any hardship.

Very truly yours,

J. M. Marriott
J. M. Marriott
Vice President

JMM:pas

Esphelits

Merchants National Bank
N.Y.

Mrs H Maunich

Sept 16, 1960

THE MERCHANTS NATIONAL
BANK OF MOBILE, a national
banking association,

Plaintiff

VS

MRS. H. MANNICH,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO _____

PLEAS

Comes now the Defendant in the above styled cause and amends her
pleas to read as follows:

1.

The allegations of the Complainant are untrue.

2.

The note sued on has been paid in full.

3.

For special plea to the complaint, the Defendant says: That the Defendant borrowed money from the Plaintiff in 1958 and for this, gave the Plaintiff the note being sued on, and as collateral for the note, she pledged a 1958 Chevrolet car. The Defendant made payments on this note until it was reduced to the amount sued on; She says at this time the car was involved in an accident and that the Plaintiff caused this automobile to be seized and repaired. She says further that this automobile was not sold promptly, but was held until a long time thereafter before its sale. The Defendant avers that had the Plaintiff acted promptly in this matter, the automobile would have been sold for an amount in excess of the balance due on this note. The Defendant further avers that the negligent delay of the Plaintiff in causing this automobile to be repaired and sold caused the loss and they should not be allowed to recover in this suit.

WILTERS & BRANTLEY

FILED

SEP 18 1960

ANGEL BUCK, Clerk

BY

Harry J. Wilters, Jr.

4165 ✓

THE MERCHANTS NATIONAL
BANK OF MOBILE, a national
banking association,

Plaintiff

VS

MRS. H. MANNICH,

Defendant

PLEAS

FILED
SEP 18 1909
ALICE J. DUCK, CLERK

THE MERCHANTS NATIONAL BANK
OF MOBILE, a national bank-
ing association,

Plaintiff

vs.

MRS. H. MANNICH,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


IN LAW

ORDER

This motion coming on to be heard at this time and notice having been given to Wilters & Brantley, Attorneys for Defendant, and the motion now having been heard and argued and submitted to the Court, the Court is of the opinion that the defendant, Mrs. H. Mannich, should be required to produce the letter mentioned in the affidavit and motion to produce, it appearing that said letter is in the possession or power of the said Mrs. H. Mannich. It is, therefore,

Considered, ordered and adjudged by the Court that the said Mrs. H. Mannich produce in Court at Bay Minette, Alabama, on the 15th day of September, 1960, and from day to day thereafter as this cause might be continued during Civil Jury Term, the said letter described in said motion for inspection by the Plaintiff in the presence of and under the supervision of the Court.

Dated at Bay Minette, Alabama, this the 9 day of September, 1960.


Circuit Judge

4165

FILED

SEP 9 1960

Alice J. Duck, CLERK
REGISTER

7/25/60
THE MERCHANTS NATIONAL BANK
OF MOBILE, a National Banking
Association,

Plaintiff,

vs.

MRS. H. MANNICH,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 4165.

MOTION

TO THE HONORABLE H.M. HALL, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA:

Now comes the Plaintiff in the above styled cause and
moves the Court to compel, by order, the Defendant to produce,
at or before trial, the following paper or document in her
possession or power, which is necessary and material to the
trial of the said cause and containing evidence pertinent to
the issues of said trial, to-wit:

A certain letter dated May 7th, 1959, to Mrs. H.
Mannich, Silverhill, Alabama, and written by Mr.
J. M. Marriott, Vice-President, The Merchants
National Bank of Mobile, which said letter con-
cerns the obligation sued on in the above styled
cause.

J. Connor Owens, Jr.
Attorney for Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

Before me, J. P. Maddalena, Jr., a Notary Public
in and for said County and State, personally appeared J. Connor
Owens, Jr., known to me, who being duly sworn, deposes and says
that he is of counsel for the Plaintiff in the foregoing cause,
and as such has knowledge of the facts set out in the foregoing
motion; that the document therein described contains evidence
pertinent to the issue in this cause and that it is necessary
and material to a proper disposition of this cause.

Sworn to and subscribed before me this the 1st day of
September, 1960.

FILED

SEP 1 1960

ALICE J. DUCK, CLERK
REGISTERS

J. P. Maddalena, Jr.
Notary Public

TO WILTERS AND BRANTLEY, Attorneys for Defendant:

Please take notice that the above and foregoing motion will be called to the attention of the Honorable H.M. Hall of the Circuit Court of Baldwin County, Alabama, on the 9 day of September, 1960.

Presented this the 1 day of September, 1960.

FILED

SEP 20 1960

ALICE J. DUCK, CLERK
REGISTER

Robert M. Hall
Circuit Judge

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW NO. 4165

THE MERCHANTS NATIONAL BANK
OF MOBILE, a National Bank-
ing Association,

Plaintiff,

vs.

MRS. H. MANNICH,

Defendant.

MOTION

J. CONNOR OWENS, JR.

ATTORNEY AT LAW

Dahlberg Building

BAY MINETTE, ALABAMA

THE MERCHANTS NATIONAL BANK
OF MOBILE, A National Banking
Association

PLAINTIFF

VS

MRS. H. MANNICH

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 4165

Comes now the Defendant in the above styled cause and files thisher
Plea in Abatement and for grounds thereof says:

1.

The complaint fails to allege whether the Merchants National Bank of
Mobile, a National Banking Association, is a corporation, partnership or
individual.

Wilters & Brantley

BY: James D. Wilters
Attorneys for the Defendant

The Defendant demands a trial by jury.

Wilters & Brantley

BY: James D. Wilters
Attorneys for the Defendant

FILED
MAR 9 1960

ALICE L. DUCK, Clerk

THE MERCHANTS NATIONAL BANK
OF MOBILE, A National Banking
Association,

PLAINTIFF

VS

MRS. H. MANNICH

DEFENDANT

PLEA IN ABATEMENT

FILED

MAR. 9 1960

ALICE J. DUCK, Clerk

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.

February TERM, 1960

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Mrs. H. Mannich

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 Mrs. H. Mannich

-----, Defendant.

by The Merchants National Bank of Mobile, a national banking association.

-----, Plaintiff.

Witness my hand this 3 day of February 19 60

Alfred H. H. H. H., Clerk

No. _____ Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

Summons and Complaint

Filed _____ 19__

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19__

Sheriff

I have executed this summons

this _____ 19__

by leaving a copy with

Sheriff

Deputy Sheriff

THE MERCHANTS NATIONAL
BANK OF MOBILE, a national
banking association,

Plaintiff

vs.

MRS. H. MANNICH,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW

No.

FIVE HUNDRED

The plaintiff claims of the defendant ~~Six Hundred and~~
~~Thirty-six and no/100 (\$636.00) Dollars,~~ THIRTY-FOUR & 15/100 (\$534.15) DOLLARS

Thirty-six and no/100 (\$636.00) Dollars, the balance due by
promissory note made by her on the 5th day of February, 1958,
and payable in thirty(30)installments of \$79.50 each, the
first installment being due on March 20, 1958, and a like
installment on the same day of each month thereafter until paid
in full. Plaintiff further alleges that in the default of
a payment of any installment thereof, said note provides that
entire balance owed thereunder shall become due and payable
at the option of the holder and that the said plaintiff claimed
said option. Plaintiff further claims interest from date at
the rate of eight per cent per annum.

Plaintiff further alleges that said note provides for
a reasonable attorney's fee in the event the indebtedness therein
evidenced was collected by suit, and plaintiff claims the further
and additional sum of Ninty-five and no/100(\$95.00)Dollars as
a reasonable attorney's fee in the premises.

Plaintiff further alleges that in and by said note, the
defendant waived all right of homestead and exemption under the
laws of the State of Alabama, and plaintiff claims the benefit
of said waiver.

FILED

FEB 3 1960

ALICE L. DUCK, CLERK
REGISTER

J. Courtenay Owens, Jr.
Attorney for Plaintiff

Received 3 day of Feb 1960
and on 14 day of Feb 1960
I served a copy of the within L & C
on Mrs. H. Mannich
By service on _____

TAYLOR WILKINS, Sheriff
By Edleigh Stedham D. S.

6 mi South
Silverhill, Ala

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Stedham
DEPUTY SHERIFF

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN LAW. NO. 14165

THE MERCHANTS NATIONAL
BANK OF MOBILE, a national
banking association,

Plaintiff

vs

MRS. H. MANNICH,

Defendant

SUMMONS AND COMPLAINT

FILED

FEB 3 1960

ALICE L. DUCK, CLERK
REGISTER

LAW OFFICES OF
J. CONNOR OWENS, JR.
101 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA

Defendant lives at Silverhill,
Alabama

We the Jury
Find for the
Defendant.
Jace Durant,
Foreman.