

4690

RILEY-STUART SUPPLY CO.,
INC., a corporation,

Plaintiff,

VS

M. I. FOREMAN,

Defendant.

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

C O M P L A I N T


COUNT I

The Plaintiff claims of the Defendant the sum of ONE THOUSAND DOLLARS (\$1,000.00) due by promissory note made by him on, to-wit, the 31st day of October, 1959, with interest at six percent (6%), and payable on, to-wit, the 31st day of December, 1959, with the interest thereon, and the Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waiver his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama, and agreed to pay an attorney's fee for the collection thereof; and the Plaintiff hereby claims the further sum of TWO HUNDRED DOLLARS (\$200.00) as such attorney's fee.

FILED

APR 27 1961

ALICE J. DUCK, CLERK
REGISTER


E. G. RICKARBY, Attorney for
Plaintiff.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon M. I. FOREMAN

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 _____

M. I. FOREMAN

_____, Defendant

by RILEY-STUART SUPPLY CO., INC., a corporation,

_____, Plaintiff.....

Witness my hand this

27

day of

Apr

19 61.....

Deice J. Duck, Clerk

No. 4690

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

RILEY-STUART SUPPLY CO.,

INC., a corporation

Plaintiffs

vs.

M. I. FOREMAN

Defendants

SUMMONS and COMPLAINT

Filed FILED, 19.....

APR 27 1961

....., Clerk

ALICE J. DICK, CLERK
REGISTER

E. G. Rickarby
Attorney at Law
P. O. Box 71
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

189 Mobile Avenue
Fairhope, Alabama

RECEIVED IN OFFICE

4-27-1961

Taylor Wilkins, Sheriff

I have executed this summons

this 5-8-1961

by leaving a copy with

M. I. Foreman

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY E. G. Rickarby
DEPUTY SHERIFF

Taylor Wilkins, Sheriff

Edleigh Steadman, Deputy Sheriff

Fairhope, Ala

RILEY-STUART SUPPLY CO.,
INC., A Corporation,

Plaintiff,

VS

M. I. FOREMAN,

Defendant.

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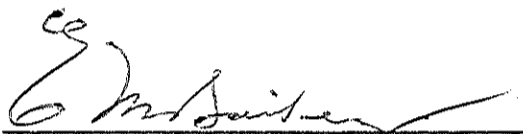
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

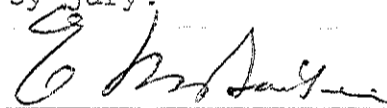
A N S W E R

Comes now the defendant in the above styled cause and denys each and every allegation contained in the Bill of Complaint and demands strict proof thereof.



E. M. BAILEY, Attorney for
Defendant

For the trial of this cause
the defendant demands a trial
by jury.



E. M. BAILEY, Attorney for
Defendant.

RILEY-STUART SUPPLY CO.,
INC., a corporation,

Plaintiff

VS.

M. I. FOREMAN,

Defendant

A N S W E R

FILED
JUN 14 1961
ALICE J. DUCK, CLERK
REGISTER

E. G. RICKARBY

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

April 25, 1961

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Riley-Stuart Supply Co., Inc.
vs: M. I. Foreman
Our File #5381

Enclosed find summons and complaint in the above mentioned cause. Please process and oblige.

Mr. Foreman's address is 129 Mobile Avenue, Fairhope, Alabama.

Yours very truly,



EGR/wr
Enc:
cc: Dup. Client

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

June 14, 1961

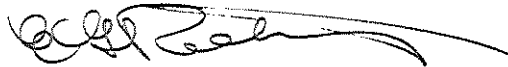
Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Riley-Stuart Supply Co., Inc.
vs: M. I. Foreman
Case #4690

Enclosed find promissory note in the above mentioned case. Request you have judgment entered for me for principal--\$1,000.00, interest--\$95.00, and attorney's fee--\$200.00, with waiver of exemption. Make up certificate of judgment and have it recorded in the Probate Court at my expense and oblige.

Yours very truly,



EGR/wr
Encl--Note
cc: Dup. Client
6/26/61

For \$1,295.00

RILEY STUART SUPPLY CO.,
INC., a corporation,

Plaintiff,

VS.

M. I. FOREMAN,

Defendant.

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

CASE NO. 4690½

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

STATE OF ALABAMA,
COUNTY OF BALDWIN.

Before me, the undersigned notary public, personally appeared E. G. RICKARBY, who, being duly sworn, deposeth and saith that he is the attorney for the plaintiff in the above styled cause, and that the said RILEY STUART SUPPLY CO., INC., a corporation, on the 14th day of September, 1961, recovered a judgment against M. I. FOREMAN for the sum of ONE THOUSAND TWO HUNDRED SEVENTY-SIX AND 50/100 (\$1,276.50) DOLLARS, and the further sum of THIRTY-FIVE DOLLARS (\$35.00), costs of suit; and that he believes process of garnishment against JUBILEE SHORES DEVELOPMENT CORPORATION is necessary to obtain satisfaction of said judgment, and that said JUBILEE SHORES DEVELOPMENT CORPORATION is supposed to be indebted to the defendant, or has effects of the defendant in its possession or under its control.

E. G. Rickarby, Attorney for Plaintiff

Sworn to and subscribed before me this the _____ day of
February, 1963.

Notary Public, Baldwin County, Alabama.

(SEAL)

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

February 18, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

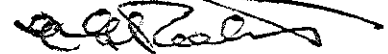
Dear Mrs. Duck:

Re: Riley Stuart Supply Co., Inc.
Vs: M. I. Foreman
Case No. 4690
Our File: 5381

With this, I am handing you affidavit of garnishment, writ of garnishment, and notice to defendant.

The Writ of Garnishment should be served on Mr. A. C. Gordon, who, I understand, is the secretary for Jubilee Shores Development Corporation.

Yours very truly,



EGR/ts
Encl.
cc: Dun & Bradstreet, Inc.

State of Alabama

BALDWIN COUNTY

TO M. I. FOREMAN, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of

RILEY STUART SUPPLY CO., INC., a corporation, Plaintiff,

versus M. I. FOREMAN, Defendant,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which JUBILEE

SHORES DEVELOPMENT CORPORATION

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 20

day of Feb, 1948.

Clerk of the Circuit Court.

MA 469012

Received 20 day of Feb 1963
and on 21st day of Feb 1963
I served a copy of the within Notice
on M. L. Jaiman

By service on _____

TAYLOR WILKINS Sheriff
By Fred Wilkins D. S.

Sheriff claims 7.10 miles at
Ten Cents per mile Total \$ 14.00
TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

RILEY STUART SUPPLY CO., INC.,
a corporation,

Plaintiff.....

VS.

M. I. FOREMAN,

Defendant.....

E. G. Rickarby
Attorney at Law
Fairhope, Alabama

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19--

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Term, 19-- , of the Circuit Court of Baldwin County,
to-wit: On the 14th day of September, 1961, being a regular day of
said term, RILEY STUART SUPPLY CO., INC., a corporation,

recovered judgment against M. I. FOREMAN,

for the sum of TWELVE HUNDRED SEVENTY-SIX AND 50/100 Dollars, and cost of suit,
and affidavit having been made by E. G. RICKARBY, Attorney for Plaintiff,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

JUBILEE SHORES DEVELOPMENT CORPORATION

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant, M. I. FOREMAN, or that it is, or
is believed to be indebted to said defendant or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon JUBILEE SHORES DEVELOP-
MENT CORPORATION

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the Monday in A. D. 19-- ,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer whether/xx it is indebted to said defendant
M. I. FOREMAN and whether it will not be indebted in future to said defendant
M. I. FOREMAN by a contract then existing, and whether by a contract then existing it
is, or are, liable to said defendants 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 it has not in its possession or under its control money or
effects belonging to the defendant M. I. FOREMAN

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this 20 day of Feb, A.D., 1962

Issued 20 day of Feb A. D., 1962.

ATTEST:

Ex-2-21-62

Alice J. Duck, Clerk.

Received 20 day of Feb 1963
21st day of Feb 1963

A copy of the within Notice to
Jubilee Stores Develop.

Service on M. I. Foreman, Pres.

TAYLOR WILKINS, Sheriff
By Fred L. Lutz D. S.
F. Lutz

Sheriff claims 140 miles at
Ten Cents per mile Total \$ 14.00
TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

Circuit Court, Baldwin County

No. 46904

RILEY STUART SUPPLY CO., INC.
a corporation,

VS. { Garnishment On Judgment

M. I. FOREMAN.

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

E. G. Rickarby

Attorney

RILEY STUART SUPPLY CO.,
INC., a corporation,

Plaintiff,

VS.

M. I. FOREMAN,

Defendant.

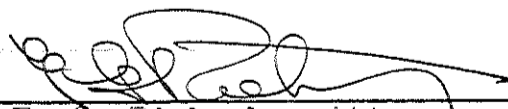
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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.
CASE NO. 4690

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

STATE OF ALABAMA,
COUNTY OF BALDWIN.

Before me, the undersigned notary public, personally appeared E. G. RICKARBY, who, being duly sworn, deposeth and saith that he is the attorney for the plaintiff in the above styled cause, and that the said RILEY STUART SUPPLY CO., INC., a corporation, on the 14th day of September, 1961, recovered a judgment against M. I. FOREMAN for the sum of ONE THOUSAND TWO HUNDRED SEVENTY-SIX AND 50/100 (\$1,276.50) DOLLARS, and the further sum of THIRTY-FIVE DOLLARS (\$35.00), costs of suit; and that he believes process of garnishment against JUBILEE SHORES DEVELOPMENT CORPORATION is necessary to obtain satisfaction of said judgment, and that said JUBILEE SHORES DEVELOPMENT CORPORATION is supposed to be indebted to the defendant, or has effects of the defendant in its possession or under its control.



E. G. Rickarby, Attorney for Plaintiff

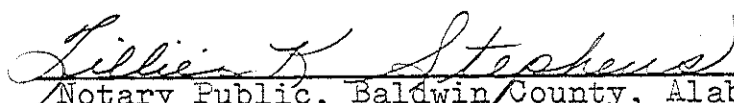
Sworn to and subscribed before me this the 19th day of
February, 1963.

FILED

FEB 20-63

MADE L. DICK,
(SEAL)

CLERK
REGISTER



Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA

COUNTY OF MOBILE

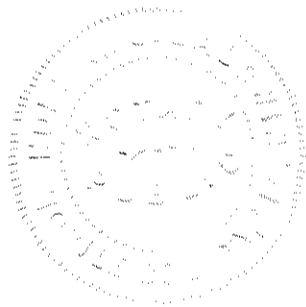
Before me, Norman J. Baldwin, a Notary Public, in and for said County and State, personally appeared T. Bestor Ward, Jr., who being by me duly sworn, deposes and says, that he is the Vice-Pres. for the firm of Mobile Fixture and Equipment Company, Inc.; that the annexed statement of the account of said firm against J. R. Mathews of Robertsedale, in the State of Alabama, is just, true and correct; that there is now due on said account the sum of FOUR THIRTEEN and 72/100 DOLLARS (\$413.72), plus interest to April 10, 1961 in the amount of THIRTEEN and 35/100 DOLLARS (\$13.35), after deducting all credits, set-offs or counter-claims.

T. Bestor Ward, Jr.

Sworn to and subscribed before me this 31st day of May,

1961.

Norman J. Baldwin
Notary Public,



For Sale by Gill Ptg. & Sta. Co., Mobile.

MOBILE, ALA., October 31, 195⁹

60 Days

AFTER DATE, WITHOUT GRACE,

I

PROMISE TO PAY

1,000.00

TO THE ORDER OF RILEY - STUART SUPPLY CO- INC

-- One Thousand and no/100- - - - - DOLLARS

For Value Received, Payable at the

With interest at 6%

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state 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 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.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.

M. A. Foreman

DUE

12/31/59

The undersigned endorsers, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other State, 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 said endorsers severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.