

2317

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon C. C. Lindsey, to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding same, then and there to answer the complaint of Joe Broughton.

Witness my hand, this 15<sup>th</sup> day of July, 1954.

*Alice J. Duck*  
Clerk.

JOE BROUGHTON,	∩	
	∩	IN THE CIRCUIT COURT OF
PLAINTIFF,	∩	BALDWIN COUNTY, ALABAMA
	∩	
VS	∩	AT LAW
	∩	
C. C. LINDSEY,	∩	
	∩	
DEFENDANT.	∩	

1.

Plaintiff claims of the Defendant One Hundred Fifty (\$150.00) Dollars, due by promissory waive note made by him on the 3rd day of February, 1953, and payable on the 3rd day of March, 1953, with interest thereon.

2.

Plaintiff further claims a reasonable attorney fee in accordance with the provisions of said note for the collection thereof.

FILED

7-15-54

ALICE J. DUCK, Clerk

*W. H. Thompson*  
Attorney for the Plaintiff.

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, C. LeNoir Thompson, a Notary Public, in and for said County and State, Joe Broughton, who being duly sworn deposes and saith that Joe Broughton at the October 20th term, 1954, of the Circuit Court of Baldwin County recovered a judgment against C. C. Lindsey on a promissory waive note in the sum of \$ 19000, and the further sum of \$ 9.40 costs of said suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that New Port Industries, Inc., has or it is believed to have in its possession or under its control, money or effects belonging to the defendant, or is to be liable to the Defendant or that New Port Industries Inc., is believed to be indebted to said defenant, or is to be liable to said defendant on a contract for the deliver of personal property or on a contract for the payment of money which may be discharged by delivery of personal property or which is payable in money or personal.

*Joe Broughton*

Sworn to and subscribed before me this 1 day of November 1954.

*C. LeNoir Thompson*  
 Notary Public, Baldwin County, Alabama.

FILED

11-1-54

ALICE J. DUCK, Clerk

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...October...Term, 19<sup>54</sup>, of the Circuit Court of Baldwin County,  
to-wit: On the 20th day of October, 19<sup>54</sup>, being a regular day of  
said term, Joe Broughton

recovered judgment against C. C. Lindsey

for the sum of One hundred ninety and no/100 Dollars, and cost of suit,  
and affidavit having been made by Joe Broughton

that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

New Port Industries, Inc.

has or is believed to have in their possession, or under their control money  
or effects belonging to said defendant C. C. Lindsey or that New Port Industries, inc  
is believed to be indebted to said defendant C. C. Lindsey 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

New Port Industries, Inc.

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 Within thirty days 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 their answer, or at any time intervening the time of serv-  
ing the garnishment, and making the answer they were indebted to said defendant  
C. C. Lindsey and whether they will not be indebted in future to said defendant  
C. C. Lindsey by a contract then existing, and whether by a contract then existing they  
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 they have not in their possession or under their control money or  
effects belonging to the defendant C. C. Lindsey

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

Witness, ALICE J. DUCK, Clerk of said Court, this 1st day of November, A. D., 19<sup>54</sup>

Issued 2nd 1st day of November A. D., 19<sup>54</sup>

ATTEST:

*Alice J. Duck*, Clerk.