

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons TOMMY MARTAINER, 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, Alabama, at the place of holding same by GEORGE NELSON & SON BUILDING SUPPLY, a co-partnership.

Witness my hand this the 19 day of November, 1964.

Alice L. Duck  
Clerk

\* \* \* \* \*

COMPLAINT

GEORGE NELSON & SON BUILDING  
SUPPLY, a co-partnership,  
  
PLAINTIFF,  
  
VS:  
  
TOMMY MARTAINER,  
  
DEFENDANT.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

6309

COUNT I:

The Plaintiff claims of the Defendant TWO HUNDRED FIFTY-ONE & 50/100 DOLLARS (\$251.50), due from him by account on, to wit, the 20th day of May, 1964, which sum of money, with interest thereon, is still unpaid.

COUNT II:

The Plaintiff claims of the Defendant TWO HUNDRED FIFTY-ONE & 50/100 DOLLARS (\$251.50), due from him on account stated between the Plaintiff and the Defendant on, to wit, the 20th day of May, 1964, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The Plaintiff claims of the Defendant TWO HUNDRED FIFTY-ONE & 50/100 DOLLARS (\$251.50), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit, the 20th day of May, 1964, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 18th day of November, 1964.

Wiley R. Duck  
Attorney for the Plaintiff

Defendant's address is:  
c/o  
Superior Hardware, Inc.  
Spanish Fort, Alabama

FILED

NOV. 19 1964

ALICE L. DUCK, CLERK  
REGISTER

EX-11-21-64

SHEET NO. \_\_\_\_\_  
 RATING \_\_\_\_\_  
 CREDIT LIMIT \_\_\_\_\_  
 TERMS \_\_\_\_\_

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_

*Tommy Montaine  
 Fairhope, Ala.*

MADE IN U.S.A.



FORM  
 GNI-D

DATE

ITEMS

FOLIO

DEBITS

CREDITS

BALANCE

*Oct 26, 63*  
*30*

*Nov 4*

*11*

*12*

*12*

*13*

*18*

*26*

*Dec 2*

*5*

*5*

*10*

*10*

*19*

*Jan 6, 64*  
*✓ 24*

*Feb. 12*  
*✓ 12*

*May 20*

FOR AFFIDAVIT SEE REVERSE  
 SIDE

*from Pay Check for tire*  
*00681*  
*Cr. on Heater*  
*6/12/07*

*1035 ✓*  
*185.12 ✓*

*10.00*  
*10.00*

*6.24 ✓*  
*7.50 ✓*  
*7.75 ✓*

*10.00*  
*10.00*  
*10.00*

*43.71 ✓*  
*58.44 ✓*

*10.00*

*71.24 ✓*

*19.00 ✓*  
*10.00*  
*2038*

*2038*

*5000*  
*1000*

*10.35*

*195.47*

*185.47*

*195.47*

*181.71*

*189.51*

*197.06*

*189.06*

*197.86*

*169.06*

*210.77*

*269.26*

*259.26*

*330.50*

*321.50*

*311.50*

*291.12*

*311.50*

*261.50*

*251.50*

SHEET NO. \_\_\_\_\_

### RATING

CREDIT LIMIT

## TERMS

DATE	ITEMS	FOLIO	v	DEBITS	CREDITS	BALANCE
				<u>AFFIDAVIT</u>		
	STATE OF ALABAMA, ) BALDWIN COUNTY. )					
	I, the undersigned, do hereby certify that the attached itemized statement of account is true and correct after allowing all just credits. Dated this 18th day of November, 1964.					
				GEORGE NELSON & SON BUILDING SUPPLY, a co-partnership		
				BY:	<u>Willard Nelson</u>	
	Sworn to and subscribed before me on this 18th day of November, 1964.					
	<u>[Signature]</u> Notary Public					

ACCOUNT NO.

NAME ADDRESS

*Formosa, Montano  
Fairhope, Ala.*

SHEET NO.

RATING

CREDIT LIMIT

TERMS



DATE

ITEMS

FOLIO

DEBITS

CREDITS

BALANCE

Oct 26, 63 30  
Nov 4 11  
12 12  
13 13  
18 18  
Dec 2 26  
Jan 6, 64 19  
Feb 12 12  
May 90 12

FOR AFFIDAVIT SEE REVERSE  
SIDE

From Roy Clark for the  
00681  
Cr. on Hedden  
4/12/61

10.35		
195.47	10.00	
185.47	10.00	
175.47	10.00	
181.71		6.21
189.51		7.80
197.04		7.75
189.06	10.00	
197.26	10.00	
169.06	10.00	
210.77	10.00	43.71
269.26	10.00	58.49
259.26	10.00	71.21
330.50	10.00	
321.50	10.00	
311.50	10.00	
291.12	20.38	
261.50	50.00	
251.50	10.00	

Statement

Foley, Ala.,

8/3

1964

GEORGE NELSON & SON

BUILDING SUPPLY

Tommy Martineau

Fairhope Ala

Phone WH 3-3672

Office 3 Miles South On Gulf Highway

P. O. Box 167

Balance of Account

251.50

please

## AIR-CONDITIONING

**I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH**

BIDGOOD STATIONERY CO., MOBILE, ALA.

## AIR-CONDITIONING

PAINTS — HOME — INDUSTRIAL — AERIAL

GEORGE NELSON & SON BUILDING & SUPPLY COMPANY

Telephone Number: Foley WH 3-3672

I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH

QUANTITY	DESCRIPTION	PRICE	AMOUNT
3	2 1/8 x 6 1/8 over inside	17.00	51.00
1-	2/0 x 6 1/8 " "	17.00	17.00
1-	2/4 x 6 1/8 " "	17.00	17.00
3	chest Runners	30.00	90.00
		\$	178.00
	Sale tax		7.12
		\$	185.12
	Tax		
	Total		

ALL claims and returned goods MUST be accompanied by this bill

00276

Rec'd by

## AIR-CONDITIONING

GEORGE NELSON & SON BUILDING & SUPPLY COMPANY

Telephone Number: Foley WH 3-3672

I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH

[illegible]

ALL claims and returned goods MUST be accompanied by this bill

00348

No.

Rec'd by

BIDGOOD STATIONERY CO., MOBILE, ALA.



## AIR-CONDITIONING

GEORGE NELSON & SON BUILDING & SUPPLY COMPANY

Telephone Number: Foley WH 3-3672

I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH

QUANTITY	DESCRIPTION	PRICE	AMOUNT
<del>2</del>	<del>gal den form</del>	<del>0.50</del>	<del>3.00</del>
<del>1</del>	<del>gal den form</del>		<del>3.75</del>
2	gal den form	3.75	7.50
	Late tax		30
			7.80
	Tax		
	Total		

**All claims and returned goods MUST be accompanied by this bill**

No. 00350

Rec'd by

## AIR-CONDITIONING

**I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH**

## AIR-CONDITIONING

**I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH**

**All claims and returned goods MUST be accompanied by this bill**

Rec'd by

## AIR-CONDITIONING

PAINTS — HOME — INDUSTRIAL — MARINE  
**GEORGE NELSON & SON BUILDING & SUPPLY COMPANY**  
 1001 - 10th Avenue  
 S.W. - ALBANY, N.Y.

Telephone Number: Foley WH 3-3672

I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH

QUANTITY	DESCRIPTION	PRICE	AMOUNT
2 1/2	taps		94
1 1/2	bells		10
2 7/8	Gov. pipe		405
1 1/2	nipples		10
3	Welders		4800
3	Supplies		235
			56.25
	Sale tax		2.25
			\$58.49
	Tax		
	Total		

ALL claims and returned goods MUST be accompanied by this bill

00438

No.

Rec'd by

## AIR-CONDITIONING

PAINTS — HOME — INDUSTRIAL — MARINE

GEORGE NELSON & SON BUILDING & SUPPLY COMPANY

Post Office Box 167, Foley, Alabama

Telephone Number: Foley WH 3-3672

I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH

E1725t

## AIR-CONDITIONING

PAINTS — HOME — INDUSTRIAL — MARINE

GEORGE NELSON & SON BUILDING & SUPPLY COMPANY

Post Office Box 167, Foley, Alabama

Telephone Number: Foley WH 3-3672

**I AGREE TO PAY THE NET AMOUNT BY THE 10th OF EACH MONTH**

[illegible]



RECEIVED

NOV 17 1964

TAYLOR WILKINS  
SHERIFF

Received 19 day of Nov 1964  
and on 20 day of Nov 1964  
I served a copy of this within  
on Tommy Martainer

By service of Tommy Martainer  
Taylor Wilkins  
TAYLOR WILKINS, Sheriff  
By Roy Randall D. S.

Sheriff's Office 44 miles  
Ten O'clock 4/40  
BY RP  
DEPUTY SHERIFF

6309

SUMMONS

GEORGE NELSON & SON BUILDING  
SUPPLY, a co-partnership,

PLAINTIFF,

VS:

TOMMY MARTAINER,

DEFENDANT.

FILED

NOV 19 1964

ALICE J. DICK, CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

Superior Hardware  
Spanish Fort



FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P.O. DRAWER 190  
AREA CODE 205 - PHONE WH 3-2201  
FOLEY, ALABAMA 36535

January 13, 1965

Honorable Telfair Mashburn  
Judge of Circuit Court  
Bay Minette, Alabama

Re: George Nelson & Son Bldg.  
Supply, a co-partnership  
Vs: Tommy Martainer  
Case No. 6309

Dear Judge Mashburn:

Kindly render a judgment in the case mentioned above  
in the amount of \$260.00 which includes interest.

Cordially yours,



FOREST A. CHRISTIAN

Garnishment on Judgment.

The State of Alabama,  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

January TERM, 1965

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular January Term, 1965, of the Circuit Court of Baldwin County,  
to-wit: On the 14th day of January, 1965, being a regular day of  
said term, GEORGE NELSON & SON BUILDING SUPPLY, a co-partnership  
recovered judgment against TOMMY MARTAINER

for the sum of TWO HUNDRED SIXTY & 00/100 (\$260.00) Dollars, and cost of suit,  
and affidavit having been made by FOREST A. CHRISTIAN, Attorney of Record  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

Superior Hardware Company, Spanish Fort and Fairhope, Alabama

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant TOMMY MARTAINER 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 SUPERIOR HARDWARE COMPANY

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House  
within thirty days after service,  
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 it was \_\_\_\_\_ indebted to said defendant  
\_\_\_\_\_ and whether it will not be indebted in future to said defendant  
\_\_\_\_\_ by a contract then existing, and whether by a contract then existing \_\_\_\_\_  
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 TOMMY MARTAINER

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

Witness, ALICE J. DUCK, Clerk of said Court, this 2 day of March, A. D., 1965.

Issued 2 day of March, A. D., 1965.

ATTEST:

EX-3-9-65

96

Alice J. Duck, Clerk.

Received 2 day of March 1965  
and on 9 day of March 1965  
served a copy of the within Dan  
Superior Hardware  
Superior Hardware  
by service on Mr. West Owner  
Taylor Wilkins  
TAYLOR WILKINS, Sheriff  
By Roy Randall D. S.  
Is Hope

Sheriff claims 70 miles at  
Ten Cents per mile Total \$ 7.00  
TAYLOR WILKINS, Sheriff  
BY Roy Randall  
DEPUTY SHERIFF

Circuit Court, Baldwin County

No. 6309 1/2

George Nelson T. Son  
Building Supply

VS. } Garnishment On Judgment

Tommye Martiner  
Superior Hardware  
Spanish Fort, Fa. 364

Issued 2 day of March 1965

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Attorney

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid FOREST A. CHRISTIAN,

who being duly sworn, on oath says, that a regular January, 1965 Term  
of the Circuit Court of Baldwin County, to-wit: on the 14th day of January, 1965  
19 65, GEORGE NELSON & SON BUILDING & SUPPLY, a co-partnership,  
recovered a judgment against TOMMY MARTAINER

for the sum of  
TWO HUNDRED SIXTY & 00/100 DOLLARS (\$260.00) Dollars  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
SUPERIOR HARDWARE COMPANY, Spanish Fort and Fairhope, Alabama,

supposed to be indebted to or have effects of the said TOMMY MARTAINER  
in its possession, or under its control, and that he believes process of  
Garnishment against said SUPERIOR HARDWARE COMPANY  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 2  
day of March, A. D. 19 65

Alice J. Duck  
Clerk.

Forest A. Christian  
Attorney or Record  
Forest A. Christian

## STATE OF ALABAMA

Baldwin County

TO ..... Tommie Martainer ....., Defendant.....:

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

GEORGE NELSON & SON BUILDING SUPPLY

....., Plaintiff.....,

TOMMIE MARTAINER

versus ..... Defendant.....,

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

SUPERIOR HARDWARE COMPANY, Spanish Fort and Fairhope, Alabama

ha..... been named as Garnishee.....

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

..... 2 day of March ....., 19 65 .....Arice J. Duck  
Clerk of the Circuit Court.

NO. 6309 1/2

Received 2 day of March 1965  
and on 9 day of March 1965  
I served a copy of the within Notice  
on Tommie Martainier

By service on Tommie Martainier  
Layla Wilkins  
TAYLOR WILKINS, Sheriff

By Roy Randall D. S.

Spanish Fort

Sheriff claims 44 miles at

Ten Cents per mile Total \$ 4.40  
TAYLOR WILKINS, Sheriff

BY Roy Randall  
DEPUTY SHERIFF

## NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

GEORGE NELSON & SON BUILDING SUPPLY

Plaintiff.....

VS.

TOMMIE MARTAINER

Defendant.....

# SUPERIOR HARDWARE, INC.

FAIRHOPE — LOXLEY — SPANISH FORT

HARDWARE AND BUILDING SUPPLIES

May 18, 1965

PHONE 928-9354  
P. O. BOX 197  
FAIRHOPE, ALABAMA

Mrs. Alice Ruch  
Clerk of Courts  
Bay Minette, Ala.

Dear Mrs. Ruch.

Enclosed is our check for \$160<sup>00</sup> for  
payment of Garnishment of T. G. Martiniere  
Case number 6309.

Mr. Martiniere has left our employ  
and this amount covers the full amount  
deducted from his salary.

Very truly yours,  
Neil M. MacNeil  
Treasurer



MAY 24 1965

MAY 1 1965  
DEPT. OF JUSTICE

GEROGE NELSON & SON BUILDING  
SUPPLY, a partnership,

PLAINTIFF,

VS:

TOMMY MARTINEAR,

DEFENDANT,

SUPERIOR HARDWARE, a corporation,

GARNISHEE.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

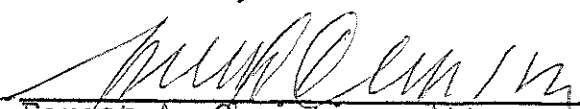
AT LAW

CASE NO. 6309½


MOTION

Comes now the PLAINTIFF, GEORGE NELSON & SON BUILDING SUPPLY, a partnership, and in answer to the GARNISHEE'S, SUPERIOR HARDWARE, answer to the Garnishment, says as follows:

Moves the Court to request the said GARNISHEE, SUPERIOR HARDWARE, INC, A corporation, be examined orally in the presences of the Court as is provided under Title 7, Section 10-11, Code of Alabama.

  
Forest A. Christian, Attorney for the  
Plaintiff.

I do hereby certify that a copy of this motion has been mailed to the SUPERIOR HARDWARE, INC., Fairhope, Alabama.

  
FOREST A. CHRISTIAN

FILED

APR 5 1965

ALICE L. DUCK, REGISTER



GEORGE NELSON & SON BUILDING )  
SUPPLY, )

Plaintiff, )

vs. )

TOMMIE MARTINEAR, )

Defendant, )

SUPERIOR HARDWARE,

Garnishee.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

630962

Comes now the Garnishee, SUPERIOR HARDWARE, INC., a corporation, and for answer to the Writ of Garnishment served in this cause, says:

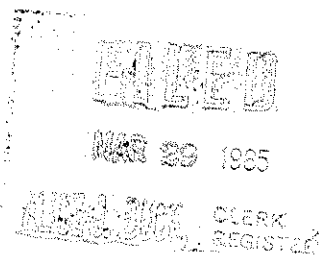
That it was indebted to said Defendant in the sum of TWENTY-SEVEN AND 71/100 (\$27.71) DOLLARS, being the amount due to said Defendant for wages, salary or compensation for one (1) week for the personal service of said Defendant, who is a resident of the State of Alabama, as a salesman or employee of this Garnishee; that it is indebted to said Defendant in no other sum, either at the time of the service of this Garnishment, nor at the time of making this Answer, or at any time intervening the time of the service of said Garnishment and the time of making this Answer; that it will not be indebted to said Defendant in the future by contract then or now existing; nor will it be liable to the Defendant by virtue of contract then or now existing for the delivery or 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; that it has not in its possession or under its control money or effects belonging to said Defendant; that it has no contract with, and is not liable to said Defendant in any other manner than as is hereinabove set forth; that as is above stated, the Garnishee is indebted to said Defendant for wages in the sum of TWENTY-SEVEN AND 71/100 (\$27.71) DOLLARS, which is subject to this Garnishment, and which the Garnishee holds subject to the Order of this Court.

SUPERIOR HARDWARE, INC.

By *M. M. West*  
As its VICE-PRESIDENT &  
MANAGER

Sworn to and subscribed before  
me this the \_\_\_\_\_ day of  
\_\_\_\_\_, 1965.

\_\_\_\_\_  
Notary Public, Baldwin County,  
Alabama.



COPY

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P.O. DRAWER 190  
FOLEY, ALABAMA 36535

AREA CODE 205  
WH 3-2201

May 29, 1965

George Nelson & Son Building Supply  
Foley, Alabama 36535

Re: George Nelson & Son Building  
Supply,  
Vs: Tommy Martiniere  
Case No. 6309  
garnishment

Gentlemen:

I have just been informed that the Superior Hardware Company, Inc. has sent Mrs. Duck, Clerk of Court \$160 and informing her that Martiniere has quit working there.

Since our original claim was for \$260 plus \$35 Court costs, we are still more than \$100 short of collection. If we are able to find out where Mr. Martiniere works, we will garnishee him again.

I am sending a carbon copy of this letter to Mrs. Duck and requesting her to send us the proceeds for the above mentioned case.

Cordially yours,  
ORIGINAL SIGNED  
FOREST A. CHRISTIAN  
FOREST A. CHRISTIAN

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P. O. DRAWER 190  
AREA CODE 205 - PHONE 943-2201  
FOLEY, ALABAMA 36535

July 31, 1965

Mrs. Alice J. Duck  
Clerk of Court  
Bay Minette, Alabama

Re: George Nelson & Son Building  
& Supply Company, co-partnership,  
Vs: Tommy Martainere  
Case No. 6309½

Dear Mrs. Duck:

Mr. Tommy Martainere has paid me in full on this judgment and garnishment and you should receive a check from Alabama Dry Dock & Ship Building in the amount of \$29.24 which should be sufficient to pay Court Costs. After deducting Court costs, please send a check to me for any balance which I will return to Mr. Martainere, Route 2, Box 148, Fairhope, Alabama.

I am furnishing Mr. Martainere with a copy of this letter to present to the Alabama Dry Dock & Ship Building Company so that they can be assured that it will not be necessary to withhold any monies on the garnishment and that they should remit to you the \$29.24.

Cordially yours,

  
FOREST A. CHRISTIAN

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P.O. DRAWER 190  
AREA CODE 205 - PHONE WH 3-2201  
FOLEY, ALABAMA 36535

July 9, 1965

Mrs. Alice J. Duck  
Clerk of Court  
Bay Minette, Alabama

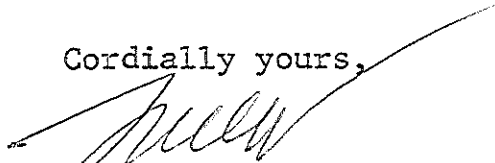
Re: George Nelson & Son Building  
& Supply Company, co-partnership,  
Vs: Tommy Martainere  
Case No. 6309½

Dear Mrs. Duck:

Enclosed you will find affidavit of garnishment on judgment and notice of garnishment on the judgment mentioned above.

I do not have the forms for writ of garnishment so perhaps you will be kind enough to make out this writ for me.

Cordially yours,



FOREST A. CHRISTIAN

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 San Term, 1965, of the Circuit Court of Baldwin County, to-wit: On the 14 day of San, 1965, being a regular day of said term, George Nelson & Son Building Supply

recovered judgment against Tommy Martainere

for the sum of \$260.00 (Now Balance due \$145.00) Dollars, and cost of suit, and affidavit having been made by F. A. Christian, Attorney that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Alabama Dry Dock and Shipbuilding Company

has or is believed to have in their possession, or under their control money or effects belonging to said defendant Tommy Martainere or that they are 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 .....

Alabama Dry Dock and Shipbuilding Company

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 30 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 making their answer, or at any time intervening the time of serving the garnishment, and making the answer they was or were indebted to said defendant Tommy Martainere and whether they will not be indebted in future to said defendant Tommy Martainere a contract then existing, and whether by a contract then existing ..... 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 they has not in their possession or under their control money or effects belonging to the defendant Tommy Martainere

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

Witness, ALICE J. DUCK, Clerk of said Court, this 12 day of July, A. D., 1965

Issued 12 day of July, A. D., 1965

ATTEST:

62-7-27-65

Alice J. Duck, Clerk.

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.....Jan..... Term, 19..65.. of the Circuit Court of Baldwin County, to-wit: On the .....14..... day of.....Jan....., 19..65.., being a regular day of said term, .....George Nelson & Son Building Supply.....

recovered judgment against .....Tommy Martainere.....

for the sum of \$260.00 (Now Balance due \$115.00) ..... Dollars, and cost of suit, and affidavit having been made by .....F. A. Christian, Attorney..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

.....Alabama Dry Dock and Shipbuilding Company.....

has or is believed to have in .....their..... possession, or under .....their..... control money or effects belonging to said defendant.....Tommy Martainere..... or that .....they..... are..... 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 .....

.....Alabama Dry Dock and Shipbuilding Company.....

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 30 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 making.....their..... answer, or at any time intervening the time of serving the garnishment, and making the answer.....they..... was .....or were..... indebted to said defendant.....Tommy Martainere..... and whether .....they..... will not be indebted in future to said defendant.....Tommy Martainere..... by a contract then existing, and whether by a contract then existing ..... 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 .....they..... has not in .....their..... possession or under .....their..... control money or effects belonging to the defendant.....Tommy Martainere.....

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

Witness, ALICE J. DUCK, Clerk of said Court, this.....12..... day of.....July....., A. D., 19..65..

Issued .....12..... day of .....July..... A. D., 19..65..

ATTEST:

62-7-27-65

.....Alice J. Duck....., Clerk.

Received 12 day of July 1965  
and on 27 day of July 1965

served a copy of the within Garn.

on Ala. Dry Dock & Shipbuilding Company

service on H. Wilkins P. Mgr

By Ruey B. Bridges

TAYLOR WILKINS, Sheriff

By J. H. Edwards

CIRCUIT COURT, BALDWIN COUNTY

No. 6309 1/2 A

George Nelson & son

VS. GARNISHMENT ON JUDGMENT

27 July

Tommy Mortimer

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

F. A. Christian

Attorney

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

REC'D. SHERIFF DEPT.  
MOBILE COUNTY, ALA.

JUL 14 8 59 AM '65

BY \_\_\_\_\_



THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid FOREST A. CHRISTIAN

who being duly sworn, on oath says, that a regular January, 1965 Term  
of the Circuit Court of Baldwin County, to-wit: on the 14th day of January,  
19 65, GEORGE NELSON & SON BUILDING SUPPLY, a co-partnership

recovered a judgment against TOMMY MARTAINERE for the sum of  
ONE HUNDRED FORTY-FIVE & 00/100 (\$145.00) DOLLARS  
~~for the sum of~~

~~DOLLARS~~  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
ALABAMA DRY DOCK & SHIPBUILDING COMPANY, Mobile, Alabama,

(Defendant is Sand Blaster)  
supposed to be indebted to or have effects of the said TOMMY MARTAINERE

in its possession, or under its control, and that he believes process of  
Garnishment against said ALABAMA DRY DOCK & SHIPBUILDING COMPANY, Mobile, Alabama  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 12  
day of July A. D. 19 65

Alice J. Duck  
Clerk.

Forest A. Christian  
Forest A. Christian, Attorney  
of record.

State of Alabama  
BALDWIN COUNTY

TO: TOMMY MARTAINERE  
....., Defendant.....

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of.....  
GEORGE NELSON & SON BUILDING SUPPLY, a co-partnership....., Plaintiff.....  
versus TOMMY MARTAINERE....., Defendant.....  
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which ALABAMA  
DRY DOCK & SHIPBUILDING COMPANY, Mobile, Alabama (Defendant is Sand Blaster)  
has..... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 12  
day of July....., 1965..

*Allice J. Welch*  
Clerk of the Circuit Court.

63094A

Received 12 day of July 1965  
and on 27 day of July 1965  
I served a copy of the within Notice  
on Johnny Martainere

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By J. H. Edwards

**NOTICE  
TO DEFENDANT OF GARNISHMENT**

**BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA**

**TO**

George Tuller

Plaintiff.....

**VS.**

Johnny Martainere

Defendant.....

## RELEASE OF GARNISHMENT

circuit Court of Baldwin County, Alabama

RE: GEORGE NELSON & SON BUILDING SUPPLY  
vs. Plaintiff.

TOMMY MARTAINES

Defendant.

To: ALABAMA DRYDOCK AND SHIPBUILDING COMPANY  
GARNISHEE

I, Alice J. Duck, Clerk of the circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 3rd day of August, 19 65

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Alice J. Duck CLERK.