

VICKERS, RIIS, MURRAY AND CURRAN

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

June 29, 1966

MARION R. VICKERS

ERLING RIIS, JR.

J. MANSON MURRAY

EDWIN J. CURRAN, JR.

MARION R. VICKERS, JR.

MAILING ADDRESS:

P.O. BOX 990-36601

PHONE 432-9772

Mrs. Alice J. Duck
Clerk
Baldwin County Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

We are enclosing herewith an answer on behalf of Grand Hotel, as Garnishee in Case No. 6760 1/2, entitled "Purity Southern Corporation, a corporation, Plaintiff, vs Fred Ingersol, Defendant, Grand Hotel, Garnishee."

Grand Hotel will hold the money, pending some further order of the Court.

Yours very truly,

VICKERS, RIIS, MURRAY AND CURRAN

Marion R. Vickers Jr.
Marion R. Vickers, Jr.

MRV/bm

Encl.

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, 1965 of the Circuit Court of Baldwin County,
to-wit: On the day of , 1965, being a regular day of

said term, PURITY SOUTHERN CORPORATION, a Corporation,

recovered judgment against FRED INGERSOL

for the sum of TEN THOUSAND FOUR HUNDRED (\$10,400.00) Dollars, and cost of suit,
and affidavit having been made by E. G. RICKARBY, Attorney for the 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:

BEASLEY NURSING HOME, a Corporation,

GRAND HOTEL, INC.,

AUTREY GREER & SON, a Corporation, and

DELCHAMPS GROCERY COMPANY, INC.,

has or is believed to have in its possession, or under its control money

or effects belonging to said defendant FRED INGERSOL or that they are or are

believed to be indebted to said defendant, FRED INGERSOL, 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

BEASLEY NURSING HOME, a Corporation,

GRAND HOTEL, INC.,

AUTREY GREER & SON, a Corporation, and

DELCHAMPS GROCERY COMPANY, 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 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 was indebted to said defendant,

FRED INGERSOL, and whether they will not be indebted in future to said defendant

by a contract then existing, and whether by a contract then existing they

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 FRED INGERSOL.

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

Witness, ALICE J. DUCK, Clerk of said Court, this 13th day of June, A. D., 1966

Issued day of A. D., 19--

ATTEST:

Alice J. Duck, Clerk.

Garnishment on Judgment.

Extra

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, 1965, of the Circuit Court of Baldwin County,
to-wit: On the day of , 1965, being a regular day of
said term, PURITY SOUTHERN CORPORATION, a Corporation,

recovered judgment against FRED INGERSOL

for the sum of TEN THOUSAND FOUR HUNDRED (\$10,400.00) Dollars, and cost of suit,
and affidavit having been made by E. G. RICKARBY, Attorney for the 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:

BEASLEY NURSING HOME, a Corporation,
GRAND HOTEL, INC.,
AUTREY GREER & SON, a Corporation, and
DELCHAMPS GROCERY COMPANY, INC.,

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant FRED INGERSOL or that they are ~~xx~~ or are
~~xx~~ believed to be indebted to said defendant, FRED INGERSOL, 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

BEASLEY NURSING HOME, a Corporation,
GRAND HOTEL, INC.,
AUTREY GREER & SON, a Corporation, and
DELCHAMPS GROCERY COMPANY, 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 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 was indebted to said defendant,

FRED INGERSOL, and whether they will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing they

~~xx~~ 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 ~~xx~~ not in their possession or under their control money or
effects belonging to the defendant FRED INGERSOL.

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

Witness, ALICE J. DUCK, Clerk of said Court, this 13th day of June, A.D., 1966

Issued day of A. D., 19

ATTEST:

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 Term, 1965, of the Circuit Court of Baldwin County,
to-wit: On the ... day of ..., 1965, being a regular day of

said term, PURITY SOUTHERN CORPORATION, a Corporation,

recovered judgment against FRED INGERSOL

for the sum of TEN THOUSAND FOUR HUNDRED (\$10,400.00) Dollars, and cost of suit,
and affidavit having been made by E. G. RICKARBY, Attorney for the 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:

BEASLEY NURSING HOME, a Corporation,
GRAND HOTEL, INC.,
AUTREY GREER & SON, a Corporation, and
DELCHAMPS GROCERY COMPANY, INC.,

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant FRED INGERSOL or that they are or are
believed to be indebted to said defendant, FRED INGERSOL,
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

BEASLEY NURSING HOME, a Corporation,
GRAND HOTEL, INC.,
AUTREY GREER & SON, a Corporation, and
DELCHAMPS GROCERY COMPANY, 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 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 was indebted to said defendant,
FRED INGERSOL, and whether they will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing they
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. FRED INGERSOL.

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

Witness, ALICE J. DUCK, Clerk of said Court, this 13th day of June, A. D., 1966

Issued ... day of ... A. D., 19...

ATTEST:

Alice J. Duck, Clerk.

FORTY SOUTHERN CORPORATION,
a Corporation,

Plaintiff,

vs.

FRED INGHAM,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

CASE NO. 6783

AFFIDAVIT OF GARNISHMENT


Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, E. G. RICHARDY, who, being duly sworn, deposes and says that on the 20th day of December, 1965, in the Circuit Court of Baldwin County, Alabama, FORTY SOUTHERN CORPORATION, a Corporation, recovered a Judgment against FRED INGHAM for the sum of TEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$10,400.00), and the further sum of THIRTY-THREE AND 50/100 DOLLARS (\$33.50) the Costs of suit and that he is the Attorney for the Plaintiff in the above-styled cause and he believes the process of garnishment is necessary to obtain satisfaction of said Judgment and that

has or is believed to have in its possession, or under its control, money or effects belonging to the Defendant, or that

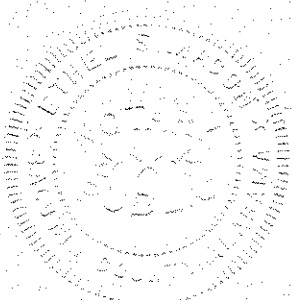
is believed to be indebted to the Defendant, or liable to the Defendant on a contract for the delivery of personal property or on a contract for the payment of money, which may be discharged by the delivery of personal property, or which is payable in personal property.


E. G. RICHARDY, Attorney for
Plaintiff.

Subscribed and sworn to before me this the 24th day of

, 1966.


Ethel S. Macon
Notary Public, Baldwin County,
Alabama.



CODE 205
Telephone: 928-9836

LAW OFFICES

Mailing Address
P.O. BOX 471

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

June 10, 1966

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

Dear Mrs. Duck :

Inre: Purity Southern Corporation
Vs: Fred Ingersol
Case No. 6760
File No. 65-277

Enclosed find Writs of Garnishment. Please process.

Garnishees all have places of business in Fairhope.

Yours very truly,



EGR/jlb

Encls.

cc Mr. Julius Lotterhos
6-22-66

PURITY SOUTHERN CORPORATION,
a Corporation,

Plaintiff,

VS.

FRED INGERSOL,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

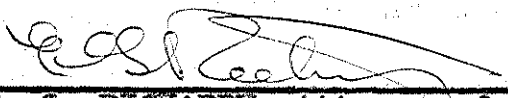
CASE NO. 6760 1/2

AFFIDAVIT ON GARNISHMENT

Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, E. G. RICKARBY, who, being duly sworn, deposes and says that on the 20th day of December, 1965, in the Circuit Court of Baldwin County, Alabama, PURITY SOUTHERN CORPORATION, a Corporation, recovered a Judgment against FRED INGERSOL for the sum of TEN THOUSAND FOUR HUNDRED AND no/100 DOLLARS (\$10,400.00), and the further sum of THIRTY-THREE AND 50/100 DOLLARS (\$33.50) the Costs of suit and that he is the Attorney for the Plaintiff in the above-styled cause and he believes the process of garnishment is necessary to obtain satisfaction of said Judgment and that GRAND HOTEL, INC..

has or is believed to have in its possession, or under its control, money or effects belonging to the Defendant, or that GRAND HOTEL, INC.,

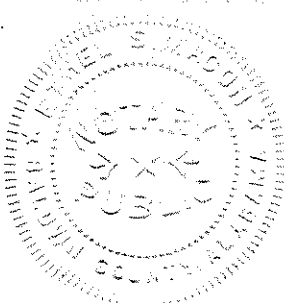
is believed to be indebted to the Defendant, or liable to the Defendant on a contract for the delivery of personal property or on a contract for the payment of money, which may be discharged by the delivery of personal property, or which is payable in personal property.


E. G. RICKARBY, Attorney for
Plaintiff.

Subscribed and sworn to before me this the 8th day of

June, 1966.


Notary Public, Baldwin County,
Alabama.



FILED

JUN 28 1966

ANDRE L. DUCK, CLERK

PURITY SOUTHERN CORPORATION,
a Corporation,

Plaintiff,

vs.

FRED INCERSON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

CASE NO. 6760

AFFIDAVIT ON GARNISHMENT

Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, E. G. RICKARDY, who, being duly sworn, deposes and says that on the 20th day of December, 1965, in the Circuit Court of Baldwin County, Alabama, PURITY SOUTHERN CORPORATION, a Corporation, recovered a Judgment against FRED INCERSON for the sum of TEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$10,400.00), and the further sum of THIRTY-THREE AND 50/100 DOLLARS (\$33.50) the Costs of suit and that he is the Attorney for the Plaintiff in the above-styled cause and he believes the process of garnishment is necessary to obtain satisfaction of said Judgment and that DELCHAMPS GROCERY COMPANY,

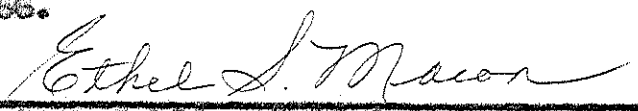
INC., has or is believed to have in its possession, or under its control, money or effects belonging to the Defendant, or that

DELCHAMPS GROCERY COMPANY, INC.,

is believed to be indebted to the Defendant, or liable to the Defendant 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.


E. G. RICKARDY, Attorney for
Plaintiff.

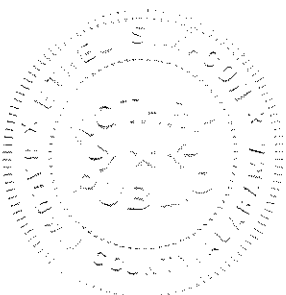
Subscribed and sworn to before me this the 8th day of
June, 1966.


Ethel L. Macon
Notary Public, Baldwin County,
Alabama.

FILED

JUN 13 1966

ALICE I. DICK, Clerk



PURITY SOUTHERN CORPORATION,
a Corporation,

Plaintiff,

VS.

FRED INGERSOL,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

CASE NO. 6760

AFFIDAVIT ON GARNISHMENT

Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, E. G. RICKARBY, who, being duly sworn, deposes and says that on the 20th day of December, 1965, in the Circuit Court of Baldwin County, Alabama, PURITY SOUTHERN CORPORATION, a Corporation, recovered a Judgment against FRED INGERSOL for the sum of TEN THOUSAND FOUR HUNDRED AND no/100 DOLLARS (\$10,400.00), and the further sum of THIRTY-THREE AND 50/100 DOLLARS (\$33.50) the Costs of suit and that he is the Attorney for the Plaintiff in the above-styled cause and he believes the process of garnishment is necessary to obtain satisfaction of said Judgment and that AUTREY GREER & SON, a Corporation, has or is believed to have in its possession, or under its control, money or effects belonging to the Defendant, or that AUTREY GREER & SON, a Corporation, is believed to be indebted to the Defendant, or liable to the Defendant 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.


E. G. RICKARBY, Attorney for
Plaintiff.

Subscribed and sworn to before me this the 20th day of

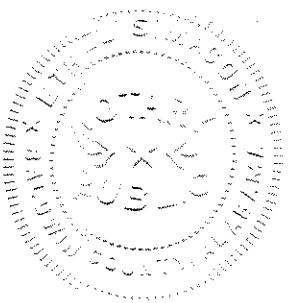
June, 1966.


Notary Public, Baldwin County,
Alabama.

FILED

JUN 18 1966

AUDRE I. DUCK, REGISTRAR



E. G. RICKARBY

35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

June 24, 1966

no. 6960 1/2

Mr. Ralph Story, Senior Vice President
Delchamps, Inc.
P. O. Box 1668
Mobile, Alabama 36601

Dear Mr. Story:

Inre: Purity Southern Corporation
Vs: Fred Ingersol -- Garnishment
File No. 65-277

Mrs. Duck handed me your answer of garnishment in this matter and I wish to call your attention to the fact that Delchamp's debt to Mr. Ingersol is not for wages and, therefore, the total sum garnished should be held subject to the orders of Court.

Please check this with your attorney and for your convenience, I am sending you a copy of Title 7 of the Code, which provides for this exemption.

Please check this with your legal staff and correct your answer so that you will not be forced to pay out any money twice.

Yours very truly,

EGR/jlb

Encl.

cc: Mrs. Alice Duck
cc: Mr. Julius L. Letterhos, Jr.
cc: Mr. Kenneth Cooper
7-5-66

PURITY SOUTHERN CORPORATION,)
a corporation,)

Plaintiff,)

vs.)

FRED INGERSOL,)

Defendant.)

BEASLEY NURSING HOME, a)
corporation,)

Garnishee.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 6760½

ANSWER

Comes now BEASLEY NURSING HOME, a corporation, and makes this Answer by and through JOHN M. BEASLEY, its agent hereunder duly authorized, and for answer to the Writ of Garnishment served on it in this cause, says:

That it was indebted to said Defendant in the sum of TWO HUNDRED EIGHTY-THREE AND 14/100 (\$283.14) DOLLARS/being for merchandise, goods and chattels purchased by the Garnishee from the Defendant for dairy products for one month. That it is indebted to said Defendant in no other sum, either at the time of the service of said Garnishment or at the time of making this Answer, or at any time intervening the service of said Garnishment and making this Answer; that it will not be indebted to said Defendant by virtue of a contract then or now existing 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; that this Garnishee has not in its possession, or under its control, money or effects belonging to said Defendant; that it has no contract with said Defendant, and is not liable to him in any other manner than as is hereinabove set forth.

That the sum of TWO HUNDRED EIGHTY-THREE AND 14/100 (\$283.14) DOLLARS/plus tax is the amount admitted to be due to said Defendant by this Garnishee and which the Garnishee pays herewith into the Court, wherefore the Garnishee prays that it may be dismissed from this Garnishment proceeding.

BEASLEY NURSING HOME, a corporation

By John M. Beasley
Garnishee

Sworn to and subscribed to before me by JOHN M. BEASLEY,
President of BEASLEY NURSING HOME, a corporation, on this the
12th day of July, 1966.

Lucia Higgins
NOTARY PUBLIC, Baldwin County,
Alabama.

FILED
JUL 13 1966
Baldwin County, Alabama
NOTARY PUBLIC

PURITY SOUTHERN CORPORATION,)
a corporation,)

Plaintiff,)

vs.)

FRED INGERSOL,)

Defendant.)

BEASLEY NURSING HOME, a)
corporation,)

Garnishee.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 67604

ANSWER

Comes now BEASLEY NURSING HOME, a corporation, and makes this Answer by and through JOHN M. BEASLEY, its agent hereunder duly authorized, and for answer to the Writ of Garnishment served on it in this cause, says:

That it was indebted to said Defendant in the sum of TWO HUNDRED EIGHTY-THREE AND 14/100 (\$283.14) DOLLARS/plus tax, being for merchandise, goods and chattels purchased by the Garnishee from the Defendant for dairy products for one month. That it is indebted to said Defendant in no other sum, either at the time of the service of said Garnishment or at the time of making this Answer, or at any time intervening the service of said Garnishment and making this Answer; that it will not be indebted to said Defendant by virtue of a contract then or now existing 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; that this Garnishee has not in its possession, or under its control, money or effects belonging to said Defendant; that it has no contract with said Defendant, and is not liable to him in any other manner than as is hereinabove set forth.

That the sum of TWO HUNDRED EIGHTY-THREE AND 14/100 plus tax, (\$283.14) DOLLARS/is the amount admitted to be due to said Defendant by this Garnishee and which the Garnishee pays herewith into the Court, wherefore the Garnishee prays that it may be dismissed from this Garnishment proceeding.

BEASLEY NURSING HOME, a corporation

By

John M. Beasley
Garnishee

Sworn to and subscribed to before me by JOHN M. BEASLEY,
President of BEASLEY NURSING HOME, a corporation, on this the
12th day of July, 1966.

Lucia Higley
NOTARY PUBLIC, Baldwin County,
Alabama.

CODE 205
Telephone: 923-9336

LAW OFFICES

Mailing Address
P.O. BOX 471

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

July 12, 1966

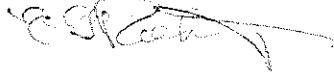
Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Purity Southern Corporation
Vs: Fred Ingersol
Case No. 6760½
Our File: 65-277

Enclosed find Motion for Order of Condemnation. Please
process as soon as possible.

Yours very truly,



EGR/jlb

Encl.

cc: Mr. Kenneth Cooper,
Attorney for Mr. Ingersol
7-23-66

PURITY SOUTHERN CORPORATION,
a Corporation,

Plaintiff,

VS.

FRED INGERSOL,

Defendant.

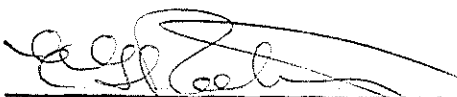
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

CASE NO. 6760

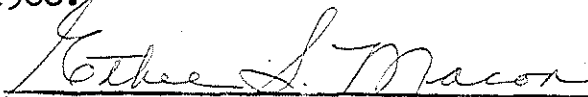
AFFIDAVIT ON GARNISEMENT

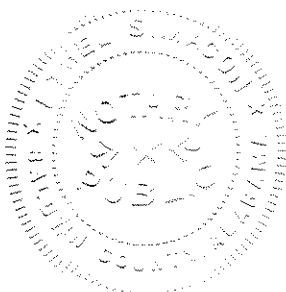
Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, E. G. RICKARBY, who, being duly sworn, deposes and says that on the 20th day of December, 1965, in the Circuit Court of Baldwin County, Alabama, PURITY SOUTHERN CORPORATION, a Corporation, recovered a Judgment against FRED INGERSOL for the sum of TEN THOUSAND FOUR HUNDRED AND no/100 DOLLARS (\$10,400.00), and the further sum of THIRTY-THREE AND 50/100 DOLLARS (\$33.50) the Costs of suit and that he is the Attorney for the Plaintiff in the above-styled cause and he believes the process of garnishment is necessary to obtain satisfaction of said Judgment and that BEASLEY NURSING HOME, a Corporation, has or is believed to have in its possession, or under its control, money or effects belonging to the Defendant, or that BEASLEY NURSING HOME, a Corporation, is believed to be indebted to the Defendant, or liable to the Defendant 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.


E. G. RICKARBY, Attorney for
Plaintiff.

Subscribed and sworn to before me this the 2 day of

June, 1966.


Notary Public, Baldwin County,
Alabama.



FILED

JUN 13 1966

ALICE J. DICK, CLERK
REGISTER

PURITY SOUTHERN CORPORATION,
a Corporation,

Plaintiff,

VS.

FRED INGERSOL,

Defendant,

BEASLEY NURSING HOME, a Corp-
oration, GRAND HOTEL, INC.,
AUTREY GREER & SON, a Corp-
oration, and DELCHAMPS GRO-
cery COMPANY, INC.,

Garnishees.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

CASE NO. 6760

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are Hereby Commanded to notify FRED INGERSOL that on
the 13th day of June, 1966, the Writ of Gar-
nishment in the above stated cause was issued to BEASLEY NURSING
HOME, A Corporation, GRAND HOTEL, INC., AUTREY GREER & SON, a
Corporation, and DELCHAMPS GROCERY COMPANY, INC., as Garnishees,
and that you will return this Writ according to law.

WITNESS my hand this the 13th day of June,
1966.

Alice J. Duck
Clerk

64-6-17-66

XXXXX

CASE NO. 6760 1/2

PURITY SOUTHERN CORPORATION,
a Corporation,

Plaintiff,

vs:

FRED INGERSOL,

Defendant

BEASLEY NURSING HOME, A Corp.,
GRAND HOTEL, INC.,
AUTREY GREER & SON, A Corp.
DELCHAMPS GROCERY CO., INC.,

Garnishees

NOTICE TO DEFENDANT.

E.G. Rickarby, Atty.

Received 13 day of June 1966
and on 17 day of June 1966
I served a copy of the within Notice
on Fred Ingersol
F. Ingersol
By service on same

TAYLOR WILKINS, Sheriff

By Randall D. S.

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

DELCHAMPS, INC.

305 N. WATER ST.

P. O. BOX 1668

MOBILE, ALABAMA
36601

June 17, 1966

Mrs. Alice J. Duck, Circuit Clerk
Circuit Court of Baldwin County
Baldwin County Court House
Bay Minette, Alabama

Re: Garnishment on Judgment
Purity Southern Corporation v.
Fred Ingersol
Case No.: Not Shown

Dear Mrs. Duck:

In answer to your notice of the subject garnishment which was dated June 13, 1966, and received by us this date, we wish to advise you that we had on hand when your notice was received by us unpaid invoices from Ingersoll's Dairy in the total amount of \$472.43.

We are withholding the sum of 25% of the total amount of such invoices, and we will place in escrow the sum of \$118.11 pending your advice with regard to remitting it to your court. We will also withhold 25% from all future invoices received from Ingersoll's Dairy, under which name Fred Ingersol does business, until the garnishment is either withdrawn, satisfied, or we cease to do business with this individual firm.

If the foregoing is not satisfactory, please let us know.

Very truly yours,

DELCHAMPS, INC.

Ralph Story
Ralph Story
Senior Vice President

RS:mah

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, 1965, of the Circuit Court of Baldwin County,
to-wit: On the day of , 1965, being a regular day of
said term, PURITY SOUTHERN CORPORATION, a Corporation,
recovered judgment against FRED INGERSOL

for the sum of TEN THOUSAND FOUR HUNDRED (\$10,400.00) Dollars, and cost of suit,
and affidavit having been made by E. G. RICKARBY, Attorney for the 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:

BEASLEY NURSING HOME, a Corporation,
GRAND HOTEL, INC.,
AUTREY GREER & SON, a Corporation, and
DELCHAMPS GROCERY COMPANY, INC.,

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant FRED INGERSOL or that they are ~~xx~~ or are
~~xx~~ believed to be indebted to said defendant, FRED INGERSOL, 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

BEASLEY NURSING HOME, a Corporation,
GRAND HOTEL, INC.,
AUTREY GREER & SON, a Corporation, and
DELCHAMPS GROCERY COMPANY, 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 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 was indebted to said defendant ,
FRED INGERSOL, and whether they will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing they
~~xxxx~~ 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 ~~xx~~ not in their possession or under their control money or
effects belonging to the defendant FRED INGERSOL.

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

Witness, ALICE J. DUCK, Clerk of said Court, this 13th day of June, A. D., 1966

Issued day of A. D., 19

ATTEST:

353

Alice J. Duck, Clerk.

78181

CASE NO. 6760½

Circuit Court, Baldwin County

No. _____

XXXXX

PURITY SOUTHERN CORPORATION,
A Corp.,

Plaintiff

VS. { Garnishment On Judgment

FRED INGERSOL,

Defendant.

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

serve: Beasley Nursing Home, a Corp.
Grand Hotel, Inc.
Autrey Greer & Son, a Corp.
Delchamps Gro. Co., Inc.

E.G. Rickarby

Attorney

Printed by Moore Ptg. Co.

Received 13 day of June 1966
and on 16 day of June 1966

I served a copy of the within _____

on Delchamps, Inc.

By service on Hudson R. Ennis

(Manager)

TAYLOR WILKINS, Sheriff

By Randall D.S.

Sheriff claims 290 miles at

Ten Cents per mile Total \$29.00

TAYLOR WILKINS, Sheriff

By Ray Randall

DEPUTY SHERIFF

AUTRY GREER, FOUNDER, 1871-1964
AUTRY V. GREER, PRES. & TREAS.
J. BARTON GREER, VICE-PRES.
E. SUMNER GREER, V.-PRES.-SECTY.
BARTON GREER, JR., ASST. V.-PRES.
JACK V. GREER, ASST. SECTY.
MAC, B. GREER, ASST. TREAS.

WHOLESALE AND RETAIL
**GROCERIES
AND GRAIN**

15 Modern Supermarkets

AUTRY GREER & Sons, Inc.

ESTABLISHED 1916 • INCORPORATED 1958

FERTILIZERS SEED AND FARM SUPPLIES • SHIP STORES & SUNDRIES

CONSOLIDATED
CAPITAL & SURPLUS
OVER \$1,000,000.00

P. O. DRAWER 349
... MOBILE, ALA.

June 23, 1966

Miss Alice J. Duck
Baldwin County
Circuit Court
Bay Minette, Alabama

Purity Southern Corp - Plaintiff
vs.
Fred Ingersol - Defendant
Autry Greer & Son - Garnishee

Dear Miss Duck:

Please be advised that Autry Greer & Sons, Inc. is in debted
to Fred Ingersol, doing business as, Ingersol Dairy in the amount
of \$586/84.

We will await payment pending further notice from the court.


Respectfully,



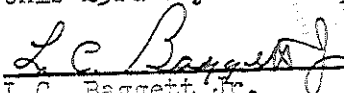
R.E. Scarcliff, Comptroller

THE STATE OF ALABAMA, MOBILE COUNTY

I, R.E. Scarcliff, do hereby certify that I am the Comptroller of
Autry Greer & Sons, Inc., and that the foregoing statements made
by me are full, true and correct.


R.E. Scarcliff

Sworn to and subscribed before me this 23rd day of June, 1966.


L.C. Baggett, Jr.

FILED

JUN 24 1966

ALICE J. DUCK, CLERK
BAY MINETTE, ALA.

357

"Greer's got it!"

PURITY SOUTHERN CORPORA-) IN THE CIRCUIT COURT OF
TION, a corporation, :
)
Plaintiff, :
)
vs :
)
FRED INGERSOL, :
)
Defendant, :
)
 :
GRAND HOTEL,)
 :
Garnishee.) CASE NO. 6760 1/2

CASE NO. 6760 1/2

GARNISHEE'S ANSWER

Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, H. L. HENDRIX, who is known to me, and who by me first being duly sworn, answers to the writ of Garnishment issued in this cause and served on Grand Hotel, the Garnishee, and says:

1. That he is Auditor of Grand Hotel; is authorized to make this answer, and that he has knowledge of the facts stated herein;

2. That Grand Hotel was at the time the Garnish-
ment was served and is at the time of making this answer
indebted to the defendant in the sum of \$132.36, such be-
ing the amount due to defendant for dairy products pur-
chased from him;

3. That Grand Hotel will not be indebted in the future to the said defendant by a contract existing at the time of the service of the Garnishment and making this answer; and

4. That Grand Hotel has not in its possession, or under its control, any personal or real property, or things in action belonging to said defendant.

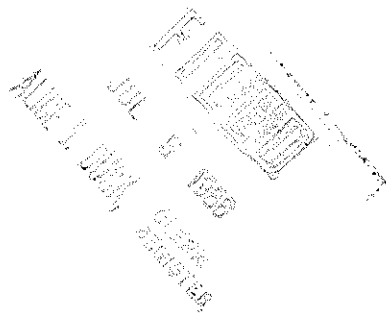
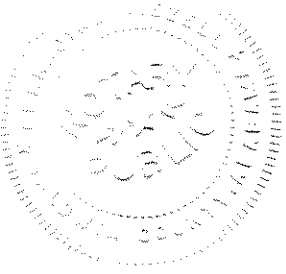
H. L. Hendrix

Subscribed and sworn to before

me this the 15th day of

July, 1966.

Bernadine K. Eull
Notary Public, Baldwin County, Alabama



DELCHAMPS, INC.

305 N. WATER ST.

P. O. BOX 1668

MOBILE, ALABAMA
36601

July 11, 1966

Mrs. Alice J. Duck, Circuit Clerk
Baldwin County Circuit Court
Baldwin County Court House
Bay Minette, Alabama

70.6760 1/2

Dear Mrs. Duck:

With regard to the garnishment of Purity Southern Corporation against Fred Ingersol, File No. 65-277, this is to advise you that we have no contract with Fred Ingersol.

He has sold us milk since the issuance of this garnishment and we enclose check for \$1,207.07 in payment of the purchases made by us, respectfully requesting that we be discharged from this garnishment.

Very truly yours,

DELCHAMPS, INC.

Ralph Story
Ralph Story
Senior Vice President

RS:mah
Enclosure

cc: Mr. E. G. Rickarby, Attorney
P. O. Box 471
Fairhope, Alabama 36532

FILED

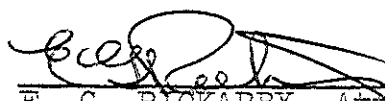
7-12 66

RECEIVED
JUL 12 1966
FBI - MOBILE

PURITY SOUTHERN CORPORATION,	Ø	
a Corporation,	Ø	
Plaintiff,	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	
FRED INGERSOL,	Ø	BALDWIN COUNTY, ALABAMA,
Defendant,	Ø	
GRAND HOTEL,	Ø	CASE NO. 6760 1/2
Garnishee.	Ø	

Comes the Plaintiff in the above-styled cause and shows to the Court that the Garnishee, the GRAND HOTEL, has filed an Answer in this cause admitting an indebtedness of ONE HUNDRED THIRTY-TWO AND 36/100 (\$132.36) DOLLARS; and that the Garnishee, DELCHAMPS, INC., has filed an Answer and paid into this Court the sum of ONE THOUSAND TWO HUNDRED SEVEN AND 07/100 (\$1,207.07) DOLLARS.

WHEREFORE, the Plaintiff moves that said money be condemned to the satisfaction of the Plaintiff's claim.


 E. G. RICKABY, Attorney for Plaintiff.

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in an envelope with adequate postage prepaid thereon and properly addressed.

This 1st day of July, 1964

E. G. RICKABY


 Attorney for Plaintiff
 P. O. Box 471, Fairhope, Ala. 36532

PURITY SOUTHERN CORPORATION,	Ø	
a Corporation,	Ø	
Plaintiff,	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	
FRED INGERSOL,	Ø	
Defendant.	Ø	BALDWIN COUNTY, ALABAMA,
BEASLEY NURSING HOME,	Ø	
Garnishee.	Ø	CASE NO 6760½

Comes the Plaintiff in the above-styled cause and shows to the Court that the Garnishee, BEASLEY NURSING HOME, has filed an Answer and paid into this Court, the sum of TWO HUNDRED EIGHTY-THREE AND 14/100 (\$283.14) DOLLARS.

WHEREFORE, the Plaintiff moves that said money be condemned to the satisfaction of the Plaintiff's claim.


 E. G. RICKARBY, Attorney for Plaintiff.

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in an envelope with adequate postage prepaid thereon and properly addressed.

This 12th day of July, 1966

E. G. RICKARBY


 Attorney for
 P. O. Box 471, Fairhope, Ala. 36532

PURITY SOUTHERN CORPORATION,
a corporation,

Plaintiff,

Vs.

FRED INGERSOL,

Defendant.

BEASLEY NURSING HOME, a
corporation, various parties
garnishes,

Garnishee.

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW, CASE NO. 6760½
)
)
)
)
)
)

Comes now Plaintiff and acknowledged satisfaction of Judgment
and requests that all garnishes in this case be released by the
Court.

Done this 12th day of July, 1966.



E. G. Rickarby,
Attorney For Plaintiff

FILED

JUL 25 1966

ALICE L. DICK, CLERK
REGISTER

PURITY SOUTHERN CORPORATION,)	IN THE CIRCUIT COURT OF
a corporation,)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	AT LAW, CASE NO. 6760½
vs.)	
FRED INGERSOL,)	
Defendant.)	
BEASLEY NURSING HOME, a)	
corporation,)	
Garnishee.)	

ANSWER

Comes now BEASLEY NURSING HOME, a corporation, and makes this Answer by and through JOHN M. BEASLEY, its agent hereunder duly authorized, and for answer to the Writ of Garnishment served on it in this cause, says:

That it was indebted to said Defendant in the sum of TWO HUNDRED EIGHTY-THREE AND 14/100 (\$283.14) DOLLARS ^{plus tax,} being for merchandise, goods and chattels purchased by the Garnishee from the Defendant for dairy products for one month. That it is indebted to said Defendant in no other sum, either at the time of the service of said Garnishment or at the time of making this Answer, or at any time intervening the service of said Garnishment and making this Answer; that it will not be indebted to said Defendant by virtue of a contract then or now existing 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; that this Garnishee has not in its possession, or under its control, money or effects belonging to said Defendant; that it has no contract with said Defendant, and is not liable to him in any other manner than as is hereinabove set forth.

That the sum of TWO HUNDRED EIGHTY-THREE AND 14/100 ^{plus tax} (\$283.14) DOLLARS is the amount admitted to be due to said Defendant by this Garnishee and which the Garnishee pays herewith into the Court, wherefore the Garnishee prays that it may be dismissed from this Garnishment proceeding.

BEASLEY NURSING HOME, a corporation

By

John M. Beasley
Garnishee

FILED

JUL 18 1968

ALICE L. BARK, CLERK

Sworn to and subscribed to before me by JOHN M. BEASLEY,
President of BEASLEY NURSING HOME, a corporation, on this the
12th day of July, 1966.

Lucia Higbee
NOTARY PUBLIC, Baldwin County,
Alabama.

PURITY SOUTHERN CORPORATION,	Ø	
a Corporation,	Ø	
Plaintiff,	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	BALDWIN COUNTY, ALABAMA,
FRED INGERSOL,	Ø	CASE NO. 6760½
Defendant.	Ø	
GRAND HOTEL, BEASLEY NURSING	Ø	
HOME and DELCHAMPS, INC.,	Ø	
Garnishees.	Ø	

ORDER OF CONDEMNATION

It appearing to the Court from the sworn Answer of the Garnishee, GRAND HOTEL, that they are indebted to the Defendant in the sum of ONE HUNDRED THIRTY-TWO AND 36/100 (\$132.36) DOLLARS;

And it appearing to the Court from the Answer of DELCHAMPS, INC., the Garnishee, that they have collected and paid into Court the sum of ONE THOUSAND TWO HUNDRED SEVEN AND 07/100 (\$1,207.07) DOLLARS;

And it appearing that the BEASLEY NURSING HOME has filed its answer and paid into Court the sum of TWO HUNDRED EIGHTY-THREE AND 14/100 (\$283.14) DOLLARS;

And that the Plaintiff moves that this money be condemned to the satisfaction of the Plaintiff's claim,

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the GRAND HOTEL be, and the same is hereby, ordered to pay into Court the sum of ONE HUNDRED THIRTY-TWO AND 36/100 (\$132.36) DOLLARS which, together with the ONE THOUSAND TWO HUNDRED SEVEN and 07/100 (\$1,207.07) DOLLARS paid into Court by DELCHAMPS, INC., and the TWO HUNDRED EIGHTY-THREE AND 14/100 (\$283.14) DOLLARS paid into Court by the BEASLEY NURSING HOME be condemned to the satisfaction of the Plaintiff's Judgment and applied to the partial satisfaction of the Plaintiff's Judgment after the payment of the costs in this proceeding and paid to the Plaintiff in this cause, and that the Garnishees be discharged on their Answers in this cause.

Done this the 18th day of July, 1966.

Jeffrey A. Washburn
Circuit Judge

RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: PURITY SOUTHERN CORPORATION
vs. Plaintiff.

FRED INGERSOL
Defendant.

To: AUTREY GREER & SON
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 25th day of July, 1966

367 Alice J. Duck CLERK.

RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: PURITY SOUTHERN CORPORATION,
vs. Plaintiff.

FRED INGERSOL
Defendant.

To: Grand Hotel
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 25th day of July, 1966

Alice J. Duck CLERK.

RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: PURITY SOUTHERN CORPORATION, A Corporation
vs. Plaintiff.

FRED INGERSOL,
Defendant.

To: BEASLEY NURSING HOME
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 18th day of July, 19 66

366

Alice J. Duck CLERK.

RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: PURITY SOUTHERN CORPORATION, A Corporation
vs. Plaintiff.

FRED INGERSOL,
Defendant.

To: DELCHAMPS, Inc.
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 18th day of July, 1966

Alice J. Duck CLERK.