VICKERS, RIIS, MURRAY AND CURRAN

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

MARION R. VICKERS
ERLING RIIS, JR.
J. MANSON MURRAY
EDWIN J. CURRAN, JR.
MARION R. VICKERS, JR.

June 29, 1966

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.

MRV/bm

Encl.

TI C. I (Alabama / CIRCUIT COURT, BALDWIN COUNTY
The State of Alabama, Baldwin County TERM, 19
To any Sheriff of the State of Alabama, Greeting:
WHEREAS, at a regularTerm.1965, of the Circuit Court of Baldwin County.
to-wit: On theday of, 19.65, being a regular day of
Said term, PURITY SOUTHERN CORPORATION, a Corporation,
said teint,
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 initspossession, or underitscontrol money
or effects belonging to said defendant FRED_INGERSOL or that they areXX or are
FRED INGERSOL.
discontract 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
THE CHARDS COOCERY 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 Eay Minette, on theMonday inA. 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 answerwas 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
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether they have wo not in their possession or under their control money or
effects belonging to the defendant FRED INGERSOL.
vr . Cit and and there this Writ
Witness, ALICE J. DUCK, Clerk of said Court, this day of, A.D., 1966
IssuedA. D., 19
• myself Cart
aliel, Duek, Clerk.

Eftheim

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The State of Alabama, Baldwin County	{ C				COUNTY	9
To any Sheriff of the State	of Alai	oama, G	reeting	:		
WHEREAS, at a regular	Т	erm,19 6 5	of the C	Circuit Cour	t of Baldwin Co	unty,
to-wit: On theday of .				9 .65 ., bein	ig a regular da	cy of
said term. PURITY SOUTHER	N CORPO	RATION	, a Cor	poratio	n.,	••••••••
recovered judgment against FRED IN	GERSOL					*********
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		elimen jakanlaankei	China palabati (1997) samaba samab i san	a o o e mand e opplyses references de manaches (m.). 448.	and the state of t	
for the sum of TEN THOUSAND FO	UR_HUND	RED(\$1	0_400_0	Q)Doll	ars, and cost of	suit
and affidavit having been made by E G						
that process of garnishment is believed to l		•				,
following named persons or corporations,	viz:					
BEASLEY NURSING HOME, a	Corpora	tion,				
GRAND HOTEL, INC.,	······································	,				
AUTREY GREER & SON, a Co						
DELCHAMPS GROCERY COMPAN	Y, INC.	,				
nas or is believed to have inits	posses	sion, or t	nder	its	control m	ioney
or effects belonging to said defendant KRI	D INGE	SOL	or that ±	hey are		ΩÇ OΙ
Exbelieved to be indebted to said defendan contract for the delivery of personal proper discharged by the delivery of personal pro	ty, or on a	contract f	or the payr	ient of mo	ney which ma	
You Are Therefore Hereby Co	ineuro especial de cerce	โดยติโดยสายเลย	navoranismi in profif	oosti Assassa aan aa aa ilka		
BEASLEY NURSING HO	Æ, a Co	orpora	tion,			
GRAND HOTEL, INC.,						
AUTREY GREER & SON	, a Cor	porati	on, and			
DETCHAMPS GROCERY to be and appear before the honorable Judg				rin County,	at the Court H	(ouse
thereof, in the city of Eay Minette, on the		Mo	nday in		A. D. 19_	
then and there within the three first days	of the term,	to answer	on oath, w	hether at th	ne time of the se	rvice
of the garnishment, or at the time maki	ng_their	lanswer,	or at any ti	ne interveni	ng the time of	serv-
ng the garnishment, and making the answ	ver	was_		indeb	ted to said defer	ıdant
FRED_INGERSOL, and whether	they	will	not be ind	ebted in futi	ire to said defer	ıdant
by a contract then exi	sting, and v	vhether by	y a contract	then existin	ng they	
are, liable to said defendants for the may be discharged by the delivery of person	delivery of	personal [property, or	for the payr	nent of money v	
whether they have wx not in	their	_possessio	on or under	their	control mon	ey o
ffects belonging to the defendant FRED						
Herein fail not, and have you then	and there tl	his Writ.	1	~/		
Witness, ALICE J. DUCK. Clerk of said	Court, this.	13		. ~	alA.D., 19	لمطاه
Issuedday of	A TOT	RST ·		/	uck)	
		LLC		<u> </u>	uck,	lerk

FRED INCERSOL, 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, inable 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 to 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.

ATTEST:

) Luckolerk.

TITLE CONTROL CONTROL OF a Corporation.

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TO a

IRBI INGGENIO

Tolestant.

TO THE CLUCTURE COURT OF Address First South St. L. Control Control

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*

Fermonally appeared before no, the undersigned Notary Feblic in and for Teldwin County, Alebena, E. G. MICKARNI, who. being fully evern, deposes and ears that on the 200 day of December. 1965, in the Circult Court of Reldwin County, Alabama, FURITY SUUTEEN CHARLEATICE, a Corporation, recovered a Julgment egainst THE INCHAST for the our of THE SECOND FOUR HUNDERS AND 20/200 NOTABLE (010,000.00), one the further own of HERTI-PHIES AND 50/100 MMLAND (855.50) the Ooste of suit and that he is the Attorney for the Figintiff in the above-ctyles comes and he believes the process of garmisiment is necessary to detain actiofaction of out talgance and that

how or is believed to here in its possession, or unior its control, exper 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 dolivery of personal property or on a contract for the payment of comey, which may be discharged by the delivery of personal property, or which is parable in personal property.

TITLES TO A COMMITTEE

Conservation and enter to before so this the Ex day of

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The state of the s

Mailing Address P.O. BOX 471

CODE 205 Telephone: 928-9836

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 :

Purity Southern Corporation Fred Ingersol Inre:

Vs:

Case No. 6760 File No. 65-277

Enclosed find Writs of Garnishment. Please process.

Garnishees all have places of business in Fairhope.

EGR/jlb Encls.

Mr. Julius Lotterhos

PURITY SOUTHERN CORPORATION,	X :	
a Corporation,	Ŏ.	
Plaintiff,	IN THE CIRCUIT COURT OF	t .
vs.	BALDWIN COUNTY, ALABAMA	9
FRED INGERSOL,	Q AT LAW.	
Defendant.	CASE NO. 6760/2_	
nerement.		

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

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.,

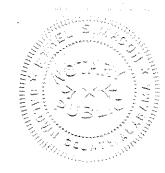
is believed to be indebted to the Defendant, or liable to the Defendant on a contract for the delivery of personal property or on a contract for the payment of money, which may be discharged by the delivery of personal property, or which is payable in personal property.

E. G. RICKARBY, Attorney for

Subscribed and sworn to before me this the goal day of

, 1966.

Notary Public, Baldwin County, Alabama.



FIREST SOUTHERN CONFORMATION. a Corporation. IN THE CLASSIF COURT OF Maintiff. 1 DAIDYIN COMMIY. ALABANA. 10 m. AP LATE FROM LIVERISE A JAGA IN. 5760 Defendant.

ATTIMATED ON CARRESTMENT

Fersonally appeared before me, the undersigned Netary Fublic in and for Beldwin County, Alabama, R. G. MICHARRY, who, being duly sworm, deposes and says that on the 200 day of December. 1965, in the Circuit Court of Baldwin County, Alabama, FURITY SOUTHERN CORPORATION, a Corporation, recovered a Judgment against FRED INCHESSI for the sum of YEN THOUSAND FOUR HUNDRED AND 20/100 DOLLARS (SIO,400.00), and the further sum of THIRTY-THREE AND 50/100 MOLLARM (833.50) the Coets of suit and that he is the Attorney for the Plaintiff in the above-styled cause and he believes the process of garmisiment is necessary to detain satiofaction 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 lefanish, 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 woney, which may be discharged by the delivery of personal property, or which is payable in personal property.

5. Michael, Attorney for

Subscribed and sworn to before me this the Edworf

. 1966.

Movary Public, Saldwin County,

700W IS 1988

FURITY SOUTHERN CORPORATION,	Q ·
a Corporation,	&
Pleintiff,	IN THE CIRCUIT COURT OF
	BALDWIN COUNTY, ALABAMA.
FRED INCERSOL,	AT LAW.
	01 Case no. 6760
Defendant.	

APPIDATIO ON GARNISHMENT

Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, B. G. RICKARRY, who, being duly sworm, deposes and says that on the 200 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 TRN THOUSAND FOUR KUNDRED 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 Flaintiff in the above-styled cause and he believes the process of garmishment 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. RICKARDI, Autorney for Plaintiff.

Subscribed and sworn to before me this the 2th day of

1966.

Motary Public, Baldwin County,

Alabema.

Anna Santa



E. G. RICKARBY

35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36592

June 24, 1966

mo-6960/2

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

Mile 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,

MGR/11b

cc: Mrs. Alice Duck

cc: Mr. Julius L. Lotterhos, Jr.

co: Mr. Kenneth Cooper

7-5-66

PURITY SOUTHERN CORPORATION,) IN THE CIRCUIT COURT OF a corporation,) BALDWIN COUNTY, ALABAMA Plaintiff,) AT LAW, CASE NO. 6760 > AT LAW, CASE NO.

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 plus tax 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 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

PURITY SOUTHERN CORPORATION, a corporation,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
		AT LAW, CASE NO. 67604
Statistics find and — admit the Newholmston's New York)	
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 plus tay, 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 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

President of BEASLEY NURSING HOME, a corporation, on this the	<i>.</i>
12th day of fuly 1966.	
Lucia Higher	
NOTAKY PUBLIC, Baldvin County,	

Mailing Address P.O. BOX 471

CODE 205 Telephone: 928-9336

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 C se No. 6760% 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,	Ž
a Corporation,	δ
Plaintiff,	IN THE CIRCUIT COURT OF
₹S.	BALDWIN COUNTY, ALABAMA,
FRED INGERSOL,	AT LAW.
Defendant.	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 otain 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 \ge day of

, 1966,

Notary Public, Baldwin County, Alabama.

PURITY SOUTHERN CORPORATION.	Q
a Corporation,	Ž
Plaintiff,	IN THE CIRCUIT COURT OF
Vs.	Ŏ.
FRED INGERSOL,	BALDWIN COUNTY, ALABAMA,
Defendant,	Ž
BEASLEY NURSING HOME, a Corporation, GRAND HOTEL, INC.,	AT LAW.
AUTREY GREER & SON, a Corp- oration, and DELCHAMPS GRO-	
CERY COMPANY, INC.,	CASE NO. 6760
Garnishee s €.	Ž
TO ANY SHERIFF OF THE STATE OF	ALABAMA, GREETINGS:
Von ome Transland	

You	l are Here	Dy Comman	ded to r	otify FR	ED INGERSOI	that on	
the_/j	day of	:	nl		the v	Vrit of Gar	<u>-</u> -
nishment	in the a	bove stat	ed cause	was iss	ued to BEAS	LEY NURSIN	VG
4.5.0					TREY GREER		
					. INC., as		3,
and that	you will	return t	his Writ	accordin	e to law.		•
WIT	NESS my h	and this	the $\sqrt{3}$	och day (of V		
1966.	S	en e Marie Marie					•
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49-4			Cle	rk :			<u> </u>
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15 15 11	90. 1				\$		
	: 	# #1		1. 1			
			e				

CASE NO. 6760/2

PURITY SOUTHERN CORPORATION, a Corporation,

Plaintiff,

vs:

FRED INGERSOL,

Defendant

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

Garnishees

NOTICE TO DEFENDANT.

Received 12 day of Scene 1	عُماهِ
end on / 7 day of June	26
I served a copy of the within Notice	
on ded Inglich	
- Strope	
By service on Some	
TAYLOR WILKINS, Sheriff	
By Kandall	_D. S

Sheriff claims 70 miles	Y.
Ten Cents per mile Total \$2.	
MAYLOR WILKINS, Sheriff	
BY ACL Kardall	***

E.G. Rickarby, Atty.



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,

Pallol \

DELCHAMPS, INC

Ralph Story

Senior Vice Presider

RS:mah

The State of Alabama, { Baldwin County	CIRCUIT COURT, BAI	DWIN COUNTY
justice of the second of the s		TERM, 19
To any Sheriff of the State of Al	abama, Greeting:	
WHEREAS, at a regular	Term,1965, of the Circuit	Court of Baldwin County.
to-wit: On theday of		
said term, PURITY SOUTHERN COR		
	The second secon	2.14.h.\d.l.4.9
recovered judgment against FRED INGERSO	*	a grand
for the sum of TEN THOUSAND FOUR HUN	[] [] [] [] [] [] [] [] [] []	
and the second of the second o		4.1
and affidavit having been made by E. G. RICE	ARBY, Attorney for	the Plaintiff,
that process of garnishment is believed to be necessarily following named persons or corporations, viz:	ary to obtain satisfaction of su	ich Judgment, and that the
and the state of t		
BEASLEY NURSING HOME, a Corpor	ation,	
GRAND HOTEL, INC.,		11 11 11 11 11 11 11 11 11 11 11 11 11
AUTREY GREER & SON, a Corporat	ion, and	
DELCHAMPS GROCERY COMPANY, INC	•	
has or is believed to have initspos	session, or under its _	control money
or effects belonging to said defendant FRED ING		
contract for the delivery of personal property, or on discharged by the delivery of personal property, or You Are Therefore Hereby Commanded	which is payable in personal p	property.
	·	
GRAND HOTEL, INC.	corporation,	
AUTREY GREER & SON, a Co		
DETCHAMPS GROCERY COMPAN to be and appear before the honorable Judge of the		inty, 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 terr	n, to answer on oath, whether	at the time of the service
of the garnishment, or at the time making thei	Panswer, or at any time inte	rvening the time of serv-
ng the garnishment, and making the answer		
FRED INCERSOL, and whether they		
		the state of the s
by a contract then existing, and xxxx are, liable to said defendants for the delivery on ay be discharged by the delivery of personal prope	f personal property, or for the	payment of money which
whether they have wox not in their		
effects belonging to the defendant FRED INGERS		
Herein fail not, and have you then and there	this Writ.	/
Witness, ALICE J. DUCK, Clerk of said Court, thi	s Bth day of	MC_, A.D., 1966
ssuedday of		,, ., ., ., ., ., ., ., ., ., ., ., ., .
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PURITY SOUTHERN CORPORATION,	
A Corp., Plaintiff	
VS. (Garnishment On Judgment	
FRED INGERSOL	erri passani piddaga man
Defendant.	Personal Control of Co
ssuedday of19	
Returnable day of	
serve: Beasley Nursing Home, a Corp	
Grand Hotel, Inc. Autrey Greer & Son, a Corp.	
Delchamps Gro. Co., Inc.	
And the second s	
E.G. Rickarby	The state of the s
Attorney	

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Dy service on Ishielam R. Comis
(Manager)
TAXTOR WHEIGHNEY Species
Randall D.S.

に **400**00

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

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 - Plantiff
vs.
Fred Ingersol - Defendent
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.

Respectfylly,

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

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

L.C. Baggett, Jr.

ANT I DIE CERT

PURITY SOUTHERN CORPORATION, a corporation,

Plaintiff,

vs

FRED INGERSOL,

Defendant,

GRAND HOTEL,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

COUNTY, ALABAMA

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 Garnishment was served and is at the time of making this answer indebted to the defendant in the sum of \$132.36, such being the amount due to defendant for dairy products purchased 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.

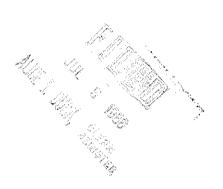
H. L. HENDRIX

Subscribed and sworn to before

me this the / J day of

<u>July</u>, 1966

Notary Public, Baldwin County, Alabama





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

no.6760/2

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

Senior Vice President

RS:mah Enclosure

cc: Mr. E. G. Rickarby, Attorney

P. O.Box 471

Fairhope, Alabama 36532

7-12 66

PURITY SOUTHERN CORPORATION,	Ď.
a Corporation,	٥
Plaintiff,	IN THE CIRCUIT COURT OF
VS.	Ž
FRED INGERSOL,	BALDWIN COUNTY, ALABAMA,
Defendant,	Q
GRAND HOTEL,	CASE NO. 6760 1/2
Garnishee.	Ž

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.

> Attorney Plaintiff.

CERTIFICATE OF SERVICE

This is to cellly that I have this day solved sounce for the opposing party in the to egolar matter to he capt of this placking by depositing in the Linfed States Hill a city of some in an past go papara the ear and paparty envolopo with class sto addressed.

Attorney for Law Attorney for P. O. Box 471, Fairhope, Ala. 33638

PURITY SOUTHERN CORPORATION, a Corporation,	∑
Plaintiff,	♥
VS.	IN THE CIRCUIT COURT OF
	Ž
FRED INGERSOL,	DAT DUITNE COTTNETTE AT A DANGA
Defendant.	BALDWIN COUNTY, ALABAMA,
BEASLEY NURSING HOME,	Ŏ.
Garnishee.	() Case NO 6760%

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 capy of same in an envelops with adequate postage prepaid the ean and properly addressed.

2575

This day of...

..., 19<u>\o \o .</u> E. G. HOKARBY

Attorney for P. O. Box 471, Fairhope, Ala. 35532

PURITY SOUTHERN CORPORATION,)	IN THE CIRCUIT COURT	OF
a corporation,)	BALDWIN COUNTY, ALAB	Λ ΤΛΓΛ
Plaintiff,	,		
Vs.)	AT LAW, CASE NO. 676	0불
)		
FRED INGERSOL,)		
Defendant.	,		
BEASLEY NURSING HOME, a)		
corporation, various parties)		
garnishes,)		
Garnishee.	,		
Comes now Plaintiff and a	acknowledge	l satisfaction of Judg	ment
and requests that all garnishe	es in this	case be released by th	е
Court.	•		
Done this 125 day of _) why		

(LED

E. G. Rickarby, Attorney For Plaintiff

JUL 25 1966

ALCE I MIN, CLEEN

PURITY SOUTHERN CORPORATION, a corporation,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
,)	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 plus tax, 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, 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.

JUL 18 1988

BEASLEY NURSING HOME, a corporation

By John M. Beasley
Garnishee

President		ed to before E, a corpora , 19 LUCIA NOTARY PUBL	Ation, on the	is the

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

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 /gth day of ________, 1966.

Tiffers & madleberg Circuit Judge

RELEASE OF GARNISHMENT
County, Alabama
RE: PURITY SOUTHERN CORPORATION, vs. Plaintiff.
To: Grand Hotel GARNISHEE
I, <u>Alice J. Duck</u> , Clerk of the <u>Circuit</u> Court of <u>Baldwin</u> 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 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, Ala-
bama, 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 Alichard CLERK.

	RELEASE OF GARNISHMENT
	Court of County, Alabama
	RE: <u>PURITY SOUTHERN CORPORATION</u> , A Corporation vs. Plaintiff.
	FRED INGERSOL.
	Defendant.
	To:DELCHAMPS, Inc.
	GARNISHEE
enderstein zum bergeben dem zum der dem der dem der dem der dem der dem	I, Alice J. Duck , Clerk of the <u>Circuit</u> Court of <u>Baldwin</u> County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.
MANUAL TRANSPORTER TO AN ADDRESS OF THE PARTY OF THE PART	Witness my hand, this the 18th day of July , 1956
	Mischark CLERK.