

S. M. ADAMS, INC., a  
corporation,

Plaintiff,

Vs.

W. N. STUCKEY LUMBER CO.,  
INC., a corporation,

Defendant,

Vs.

R. P. BAER AND COMPANY,  
a corporation,

Garnishee.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

*6484 1/2*

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

You are hereby commanded to notify W. N. Stuckey Lumber Co.,  
Inc., a corporation, that on the 16 day of July, 1965,  
a writ of garnishment in the above stated case was issued to R. P.  
Baer and Company, a corporation, as garnishee.

And you will return this writ according to law.

Witness my hand this 16 day of July, 1965.

*Deane J. Smith*  
Clerk

Received in office \_\_\_ day of \_\_\_, 1965.

\_\_\_\_\_  
Sheriff

Executed by serving a copy of the within writ on the \_\_\_ day of  
\_\_\_\_\_, 1965.

\_\_\_\_\_  
Deputy

*Defendant's Address:*  
*Bay Minette, Ala.*

409

*Executed*  
*July 19, 1965*

Received 16 day of July 1965  
d on 19 day of July 1965  
Received a copy of the within Notice  
W.M. Stucky Lbr Co.

service on Wilson Hayes

TAYLOR WILKINS, Sheriff  
By W. A. Tolbert  
am

NO. 6484 1/2

S. M. Adams, Jr.

VS

W. M. Stucky Lumber Co.

Notice

NOTICE OF JUDGMENT NISI

THE STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas, on the \_\_\_\_ day of June, 1965, in the Circuit Court of Baldwin County, Alabama, the following order was made and judgment entered to-wit:

S. M. ADAMS, INC., a	X	
corporation,	X	
Plaintiff,	X	
Vs.	X	
W. N. STUCKEY LUMBER CO.,	X	
INC., a corporation,	X	
Defendant,	X	Garnishment
Vs.	X	
GULF-VIROLA CORPORATION,	X	
Wilson Hayes as President,	X	
Garnishee,	X	

Came the Plaintiff, by attorney, and the garnishee having failed to file his answer as required by law and it appearing to the Court that a writ of garnishment has been duly issued in the cause by the Clerk of this Court, and served upon said garnishee, and that on the 28th day of May, 1965, the Plaintiff recovered a judgment against the Defendant for the sum of FOUR THOUSAND THREE HUNDRED EIGHTY-ONE and 89/100 (\$4,381.89) DOLLARS, besides the sum of TWENTY-SIX AND 50/100 (\$26.50) DOLLARS costs of suit: It is therefore considered by the Court that the Plaintiff recover of the garnishee the sum of \$4,381.89 and the sum of \$26.50 costs of original suit, as also the the cost of this garnishment; unless at the present term of this court, and within thirty days after service of the rendition of this judgment, the said garnishee appear and show cause why this judgment should not be made final and absolute, and that a copy

of this order be served upon the said garnishee as required by law.

These are therefore to command you, that you make known the premises aforesaid to the said Gulf-Virola Corporation, Wilson Hayes as President, that it be and appear at the present term of said Court at the place of holding the same, and within thirty days after service of the rendition of said judgment to show cause why said judgment should not be made final and absolute against it and have you then and there this writ with your endorsement thereon.

Witness Alice J. Duck, Clerk of the Circuit Court of Baldwin County, this the 5 day of May 1965.

Alice J. Duck  
Clerk

No. 6484 1/2

Received 10 day of Aug. 1965  
and on 11 day of Aug. 1965  
served a copy of the within Notice N.S.S.  
on Wilson Hayes

By service on

TAYLOR WILKINS, Sheriff

By W. A. Albert, S.

S. M. Adams Inc -  
a corp -

VS.

W. N. Stuckey Lumber Co

Gulf-Virofa Corp -  
Wilson Hayes, address

20 to served in Wilson Hayes

S. M. ADAMS, INC., a corporation	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	<del>BALDWIN COUNTY, ALABAMA</del>
W. N. STUCKEY LUMBER CO., a corporation	X	<del>BALDWIN COUNTY, ALABAMA</del>
Defendant	X	BALDWIN COUNTY, ALABAMA
R. P. BAER & COMPANY, A Corporation	X	
Garnishee	X	

Personally appeared before me, Edna Snell,  
a Notary Public, in and for said State and County, Richard P. Baer, II, who is personally known to me, who being by me duly sworn, on oath says, that he is the agent of R. P. Baer & Company for making answers in garnishment cases, and as such agent has authority to make answer for the garnishee in the above-stated case, and answering the garnishment therein he says that the garnishee is not now indebted to the defendant in any sum whatever, and was not indebted to him at the time of the service of this garnishment, nor at any time intervening between the time of the service of the garnishment and the making of this answer, and that it will not be indebted in the future to the said defendant by any contract then or now existing, and that it will not be liable to the defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that it has not in its possession or under its control money or effects belonging to the defendant.

Richard P. Baer, II  
Richard P. Baer, II

Sworn to and subscribed before me this 17th day of August, 1965.

Edna Snell  
Notary Public

My Commission Expires March 8, 1967

FILED

AUG 19 1965

ALICE J. DUCK, CLERK  
REGISTER

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. N. STUCKEY LUMBER COMPANY, INC., a corporation, to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of S. M. ADAMS, INC., a corporation.

WITNESS my hand, this 22nd day of April, 1965.

Alice L. Duck  
Clerk

S. M. ADAMS, INC., a  
corporation, X

Plaintiff, X

Vs. X

W. N. STUCKEY LUMBER COM-  
PANY, INC., a corporation, X

Defendant. X

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

6484

1.

The Plaintiff claims of the Defendant THREE THOUSAND TWO HUNDRED THIRTY-SIX AND 67/100 DOLLARS (\$3,236.67), together with interest thereon at the rate of 8% per annum, due by promissory note, made by them on the 4th day of December, 1964. By the provisions of the said note, the first installment payment on this debt was due and payable on December 30, 1964; providing further that upon the failure to pay this or any subsequent installment, the entire note became due and payable. That said installment was not paid when due and has not been paid to date.

Plaintiff further avers that by the terms of said note, the Defendant agreed to pay a reasonable attorneys' fee for the collection of this note and your Petitioner avers that \$500.00 is a reasonable attorneys' fee for collection of the same.

WILLIAMS & BRANTLEY

BY:

Attorney for the Plaintiff

FILED  
APR 22 1965  
ALICE L. DUCK, CLERK  
REGISTER

64-4-26-65

S.M. ADAMS, INC., A Corp.,

Plaintiff,

vs:

W.N. STUCKEY LUMBER CO., INC.,  
A Corp.,

Defendant.

Received 22 day of April 1965

and on 26 day of April 1965

I served a copy of the within 502

on W.N. Stuckey

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

TAYLOR WILKINS, Sheriff

By W.A. Tolbert

om

FILED  
APR 22 1965  
ALICE L. DUCK, CLERK  
REGISTER



6484 1/2

STATE OF ALABAMA

BALDWIN COUNTY

AFFIDAVIT ON JUDGMENT

Before me, the undersigned authority, personally appeared Tolbert M. Brantley, who after being by me first duly sworn, deposes and says: That on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, S. M. Adams, Inc., a corporation, recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$4,381.89, and the further sum of \$26.50 cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Gulf-Virola Corporation, Wilson Hayes as President, has or is believed to have in their possession or under their control, money or effects belonging to the defendant or that they are believed to be indebted to the defendant, or to be liable to 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.

Tolbert M. Brantley  
Tolbert M. Brantley

Sworn to and subscribed before me this 17<sup>d</sup> day of June, 1965.

June B. Hedge  
Notary Public, State of Alabama at Large

FILED

JUN 17 1965

AUG 1 DUCK CLERK  
REGISTER



AT LAW

6484 1/2

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— 2 —

~~Clerk~~

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100

DE

Checked June 18, 1965

CASE NO. 6484 ½

17 day of June 1965  
18 day of June 1965  
ed a copy of the within San  
Gulf-Virola Corp  
Wilson Hayes  
Taylor Wilson  
W. A. Zellerbach  
om (

S.M. ADAMS, INC., A CORP.

Plaintiff,

vs:

W.N. STUCKEY LUMBER CO., INC., A CORP.

Defendant

Gulf-Virola Corporation, Wilson  
Hayes, as President,

Garnishee

Wilters, Brantley & Nesbit, Attys.

6484 1/2

STATE OF ALABAMA

BALDWIN COUNTY

WRIT ON JUDGMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA: Greeting:

Whereas Tolbert M. Brantley has made affidavit as required by law that on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, S. M. Adams, Inc., a corporation, recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$4,381.89, and the further sum of \$26.50, cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Gulf-Virola Corporation, Wilson Hayes as President, has or is believed to have in their possession or under their control, money or effects belonging to the defendant or that they are believed to be indebted to the defendant, or to be liable to 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.

These are therefore to command you, that you summon the said Gulf-Virola Corporation, Wilson Hayes as President, to <sup>WITHIN 30 days FROM service hereof.</sup> be and appear on the \_\_\_\_ day of \_\_\_\_\_, 1965, in the Circuit Court of Baldwin County, Alabama, to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making their answer, they have in their possession, or under their control any money or effects belonging to the defendant;

and whether they are indebted to said defendant, or are liable to them on any contract for the payment of money or 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.

Witness, Circuit Clerk of said Court at office, this 17  
day of June, 1965.

Alice J. Desk  
Clerk

Executed  
June 18, 1965

CASE NO 6484 1/2

Received on 17 day of June 1952  
at 1:15 day of June 1952  
I received a copy of the within D.C.  
on Gulf-Viola Corp.

By service on Wilson Hayes

TAYLOR WILKINS, Sheriff

W. P. Talbot

1

S.M. ADAMS, INC., A Corporation,

Plaintiff,

vs:

W.N. STUCKEY LUMBER CO., INC., A CORP.,

Defendant.

GULF-VIROLA CORP., WILSON HAYES, as  
President, Garnishee

STATE OF ALABAMA

BALDWIN COUNTY

AFFIDAVIT ON JUDGMENT

Before me, the undersigned authority, personally appeared Tolbert M. Brantley, who after being by me first duly sworn, deposes and says: That on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, S. M. Adams, Inc., a corporation, recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$4,381.89, and the further sum of \$26.50 cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that R. P. Baer and Company, a corporation, has or is believed to have in their possession or under their control, money or effects belonging to the defendant or that they are believed to be indebted to the defendant, or to be liable to 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.

Tolbert M. Brantley  
Tolbert M. Brantley

Sworn to and subscribed before me this 15<sup>th</sup> day of July, 1965.

June B. Hedge  
Notary Public, State of Alabama at Large

FILED  
JUL 16 1965  
BALDWIN COUNTY, ALABAMA

STATE OF ALABAMA

BALDWIN COUNTY

AFFIDAVIT ON JUDGMENT

Before me, the undersigned authority, personally appeared Tolbert M. Brantley, who after being by me first duly sworn, deposes and says: That on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, S. M. Adams, Inc., a corporation, recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$4,381.89, and the further sum of \$26.50 cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that R. P. Baer and Company, a corporation, has or is believed to have in their possession or under their control, money or effects belonging to the defendant or that they are believed to be indebted to the defendant, or to be liable to 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.

\_\_\_\_\_  
Tolbert M. Brantley

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

\_\_\_\_\_  
Notary Public, State of Alabama at Large



STATE OF ALABAMA

BALDWIN COUNTY

6484 1/2

WRIT ON JUDGMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA: Greeting:

Whereas Tolbert M. Brantley has made affidavit as required by law that on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, S. M. Adams, Inc., a corporation, recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$4,381.89, and the further sum of \$26.50, cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that R. P. Baer and Company, a corporation, has or is believed to have in their possession or under their control, money or effects belonging to the defendant, or to be liable to 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.

These are therefore to command you, that you summon the said R. P. Baer and Company, a corporation, to be and appear on the \_\_\_\_ day of \_\_\_\_\_, 1965, in the Circuit Court of Baldwin County, Alabama, to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making their answer, they have in their possession, or under their control any money or effects belonging to the defendant; and whether they are indebted to said defendant, or are liable to them on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money which may be discharged by

STATE OF ALABAMA  
BALDWIN COUNTY

6484 1/2

WRIT ON JUDGMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA: Greeting:

Whereas Tolbert M. Brantley has made affidavit as required

by law that on the 28th day of May, 1965, in the Circuit Court

of Baldwin County, Alabama, S. M. Adams, Inc., a corporation,

recovered a judgment against W. N. Stuckey Lumber Co., Inc.,

a corporation, for the sum of \$4,381.89, and the further sum

of \$26.50, cost of suit; and that he believes the process of

garnishment is necessary to obtain satisfaction of said judg-

ment, and that R. P. Baer and Company, a corporation, has or

is believed to have in their possession or under their control,

money or effects belonging to the defendant, or to be liable

to 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.

These are therefore to command you, that you summon the

said R. P. Baer and Company, a corporation, to be and appear

on the \_\_\_\_\_ day of \_\_\_\_\_, 1965, in the Circuit

Court of Baldwin County, Alabama, to be holden for said county,

within thirty days after the service of this writ of garnishment,

then and there to answer on oath, whether at the time of the

service of this writ, or at the time of making their answer,

they have in their possession, or under their control any money

or effects belonging to the defendant; and whether they are in-

debted to said defendant, or are liable to them on any contract

for the payment of money or 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.

Witness, Circuit Clerk of said Court at office, this 16 day of July, 1965.

Alvin J. Smith  
Clerk

R. P. Baer and Company may be served:

Sage Lyons  
Lyons, Piper & Cook  
Attorneys at Law  
Mobile, Alabama

Executed  
July 22, 1965

2939

Q. M. 6484 1/2

S. M. Adams, Jr

vs

W. N. Strickland

ref

REC'D-SHERIFF DEPT.  
MOBILE COUNTY, ALA.  
JUL 21 9 35 AM '65

Garment wnt

Received 16 day of July 1965  
on 22 day of July 1965  
over a copy of the within Writ of Habeas  
R. P. Baer & Co.

Service on D. G. Lippert  
Ray W. Bridges  
TAYLOR WILKINS, Sheriff  
By J. H. Edwards