

State of Alabama

BALDWIN COUNTY

TO Daniel M. Bishop, Defendant:

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

Baldwin National Bank of Robertsdale, a corporation, Plaintiff,

versus Daniel M. Bishop, Defendant,

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

Trail Cadillac-Pontiac, Inc., Mobile, Alabama

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 23

day of Nov, 1965


 Clerk of the Circuit Court.

15 Feb 66
received ~~27~~ day of ~~Dec~~ 19~~65~~
and on 17 day of Mar 1966
served a copy of the within Notice
on Daniel M. Bishop
By service on _____

TAYLOR WILKINS, Sheriff

By C. G. 714 P. Bishop

~~Recalled By Order
of P. J. Bishop
- 11/30/65~~

NOTICE
TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Baldwin National Bank of
Roberttsdale, a corporation

Plaintiff.....

VS.

Daniel M. Bishop

Defendant.....

FILED
NOV 23 1965
ALICE L. DUCK, CLERK

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Baldwin National Bank of Robertsdale, a corporation

are held and firmly bound unto Daniel M. Bishop

in the sum of Eight Hundred Seventy-six and 44/100 DOLLARS,

to be paid to the said Daniel M. Bishop

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these Presents.

Sealed with our seals, and dated this _____ day of November, 1965

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound Baldwin National Bank of Robertsdale, a corporation

has S commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Daniel M. Bishop

the sum of Four Hundred Thirty-eight and 22/100 Dollars,

and has _____ on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to Trail Cadillac-Pontiac, Inc., Mobile, Alabama

summoning it to answer what it is indebted to said Defendant, or what effects of said Defendant it has in its possession, or under its control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as it may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and laws of Alabama, and it hereby severally certify that it has ~~xxx~~ have property free from all incumbrance, to the full amount of the above bond.

BALDWIN NATIONAL BANK OF ROBERTSDALE

BY: Druid E. Custer (Seal)

(Seal)

(Seal)

Approved this 22 day of Nov A. D., 1965

Alvin J. French Clerk.

The State of Alabama }
Baldwin County }

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared Ernest M. Bailey, Attorney for Baldwin
National Bank of Rdertsdale, a corporation

who, being duly sworn, doth depose and say that
Daniel M. Bishop is

said bank indebted to in the sum of \$438.22 Dollars,
and that it has commenced on suit by summons and complaint on said indebtedness
against the said Daniel M. Bishop

and that Trail Cadillac-Pontiac, Inc., Mobile, Alabama

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in its
possession, or under its control, and that I believe that process of Garnishment against the said
Trail Cadillac-Pontiac, Inc., Mobile, Alabama

is necessary to obtain satisfaction of said claim; and that the said Trail-Cadillac-Pontiac, Inc.
is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose
of vexing or harassing said Defendant, or other improper motives.

Ernest M. Bailey

Sworn to and subscribed before me this day of November 19 65

_____, Clerk Circuit Court.

116

No. _____	THE STATE OF ALABAMA Baldwin County.	CIRCUIT COURT	Plaintiff _____	TO	Defendant _____	Bond and Affidavit in Garnishment on Summons	Filed this _____ day of _____, 19 _____	Clerk.
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STATE OF ALABAMA)
COUNTY OF BALDWIN)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon DANIEL M. BISHOP to appear and answer, plead or demur, within thirty days from the date hereof of this service, to a Bill of Complaint filed against them in Circuit Court, at Law, for said County and said State by the BALDWIN NATIONAL BANK OF ROBERTSDALE, a corporation.

Herein fail not, Due return make of this writ as the law directs.

Witness my hand this the 13 day of Nov, 1965.

Alice J. Duck
Clerk of Court

BALDWIN NATIONAL BANK of Robertsdale,)
a Corporation,)

Plaintiff)

VS)

DANIEL M. BISHOP,)

Defendant)

IN THE CIRCUIT COURT
OF BALDWIN COUNTY,
ALABAMA
AT LAW

COUNT ONE: 6767

Plaintiff claims of Defendant the sum of \$438.22, due by promissory note made by him on, heretofore, to-wit: The 31st day of July, 1965, which sum of money, with interest thereon, is due and unpaid; and Plaintiff avers that in and by the terms of said note, the Defendant waived all right of exemption under the laws of the State of Alabama, and Plaintiff claims the benefit of said Waiver; Plaintiff claims the additional sum of \$100.00 as a reasonable sum as attorney fees for bringing this suit for that the Defendant in and by the terms of said note agreed to pay a reasonable attorney fee, and Plaintiff avers that said amount is a reasonable attorney fee for the bringing and prosecuting of this suit.

FILED

NOV 22 1965

AME L. DUCK, CLERK
REGISTER

James H. Bailey
Attorney for Plaintiff

5165
{ 20.6964
BALDWIN NATIONAL BANK
of Robertsedale, a
Corporation,

Plaintiff

305/24 vs
DANIEL M. BISHOP,

Defendant

IN THE CIRCUIT COURT
OF BALDWIN COUNTY
ALABAMA
AT LAW

Defendant resides in a
house trailer East of Mullet
Point on Highway 98.

Received 24 day of Nov 1965
and 30 day of Mar 1966
I signed a copy of the within
on Daniel M. Bishop

By service on

Ray L. Bridges.

Ray L. Bridges, Sheriff
J. H. Edwards, D.S.

FILED

NOV 2 1965

AME I. HICK, CLERK
REGISTER

BY
NOV 26 9 43 AM '65
REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Baldwin National Bank of Robertsedale, a corporation

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court
of said County, against Daniel M. Bishop

for the sum of Four Hundred Thirty-eight & 22/100 Dollars and whereas, the said Baldwin National Bank of Robertsdale, a corporation

has entered into bond, and made affidavit by law that the said _____
Daniel M. Bishop

is indebted to it in the sum of \$438.22

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment as may be recovered by Plaintiff, and that Trail Cadillac-Pontiac, Inc., Mobile, Alabama

_____ is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said _____

Trail Cadillac-Pontiac, Inc., Mobile, Alabama

_____ to be and appear at the present term of the Circuit Court, to
be holden for the County of Baldwin, on or before thirty days from date, 19____
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at
the time of making your answer, or at any time intervening between the time of serving the gar-
nishment and making the answer, you were indebted to the defendant, and whether, you will
not be indebted to him in the future by a contract then existing, and whether by a contract then
existing, you are liable to him 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 pro-
perty, and whether you have not in your possession or under your control money or effects be-
longing to the defendant.

Witness my hand this 23 day of November, 1965

Wing J. Quick

5283
86

W. H. P. H.

No. 6767

Circuit Court of Baldwin County

*Baldwin National Bank
of Robertsdale*

VS.

Garnishment On Summons

*17 Daniel M. Bishop
P. H.*

Phelma Gulf B. K.

Issued _____ day of _____, 19____

Plaintiff's Attorney

15 Feb 66

Received 24 day of Nov 1965

and on 19 day of Mar 1966

I served a copy of the within Law

on Paul Cadillac

Pontiac phone

By service on Phelma Gulf
B. K.

TAYLOR WILKINS, Sheriff

By J. H. Patrick D. S.

*Recalled by Order
of Atty's Office
11/30/65*

BY _____

FEB 16 9 16 AM '66

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