

1008

[illegible]

IN EQUITY.

* NO.

✱

* ANSWER OF GARNISHEE.

[illegible]

Comes now the County Fire Insurance Company, a

That this Garnishee has not in its possession or

That this Garnishee at the time of making this

Further answering, Garnishee states that heretofore

occur under said policy, was to be first payable to the Baldwin County Building & Loan Association and Rosa Worcester, as their respective interests might appear.

Garnishee states that it has issued no policy of insurance to the defendant herein, J. T. Worcester, and as above stated, is not indebted to the said J. T. Worcester and does not hereafter expect to become indebted to the said J. T. Worcester in any sum whatsoever.

Garnishee further states that it has been put to an expense of Ten Dollars (\$10.00) in making this answer, and prays that it may be allowed the same as part of the costs in this suit.

Having fully answered, Garnishee prays that it may be discharged.

Robert Cook
Attorney for Garnishee.

THE COUNTY FIRE INSURANCE COMPANY,

By: *C. Laird*

Its Agent.

STATE OF GEORGIA:

SS

COUNTY OF FULTON:

C. Laird, first being duly sworn, deposes and says that he is the duly authorized Agent of the County Fire Insurance Company, a Corporation, Garnishee in the above entitled cause, to make and file the foregoing answer to summons of garnishment and to make this affidavit; that he has knowledge of the facts alleged in said answer, and that the facts therein set forth are true.

Sworn to and subscribed before _____
me this the 11th day of November, 1931.

A. McPherson
Notary Public, State of Ga. at Large.

A. McPHERSON
NOTARY PUBLIC, STATE AT LARGE, ATLANTA, GA.
MY COMMISSION EXPIRES NOVEMBER 2, 1935.

No. _____

In the Circuit Court of Baldwin
County, State of Alabama, sitting
at Bay Minette, Ala.

Ruby Worcester, Plaintiff,
vs.

J. F. Worcester, Defendant.

County Fire Insurance Company, a
Corp., Garnishee.

ANSWER OF GARNISHEE.

*Filed Nov 12/93/
J. M. Rimmer
Register*

J. Carter Cook,
Attorney for Garnishee.

J. CARTER COOK
Attorney and Counselor at Law
715 Trust Co. of Ga. Bldg.

ATLANTA, GA.

Nov. 6.

November 11th, 1931.

Registered cover.
Receipt required.

Hon. Clerk of the Circuit Court of Baldwin County,
Bay Minette, Alabama.

Dear Sir:

Re: Loss- Baldwin County Building and
Loan Association, near Fairhope, Ala.
Fire of August 3, 1931.

I enclose herewith answer on behalf of the
County of: Fire Insurance Company, a Corporation, Garnishee in case
of:

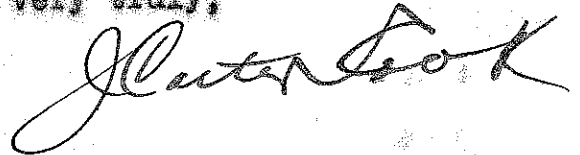
Ruby Worcester, Plaintiff,
vs.
J. T. Worcester, Defendant,

which case is pending in and returnable to your Court within thirty
days from October 20th, 1931.

I ask that you kindly file this answer and
advise me of your actions in the premises, for which purpose I
enclose a self-addressed, stamped envelope for your convenience.

Thanking you for your courtesy in the matter,
I beg to remain,

Yours very truly,



Enclosures:
Answer.
Envelope.

J. CARTER COOK
Attorney and Counselor at Law
715 Trust Co. of Ga. Bldg.
ATLANTA, GA.



Mob. 6

Mr. J. CARTER COOK, Attorney at Law,
P. O. Box, 1536,
Atlanta, Georgia.

RUBY WORCESTER,

Plaintiff,

vs

J. T. WORCESTER,

Defendant.

Hartford Fire Insurance
Company,

Garnishee,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

No. _____

Comes the plaintiff and demands an oral answer of the
garnishee and respectfully petitions that all proper notices
be issued.

F. F. Nelson

ATTORNEYS FOR PLAINTIFF.

RUBY WORCESTER,

Plaintiff,

vs

J. T. WORCESTER,

Defendant.

COUNTY FIRE INSURANCE
COMPANY,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

No. _____

Comes the plaintiff and demands an oral answer of the
garnishee and respectfully petitions that all proper notices
be issued.



ATTORNEYS FOR PLAINTIFF.

Good for 24 hrs
J. M. McInnis
Regis

1

J. CARTER COOK
Attorney and Counselor at Law
715 Trust Co. of Ga. Bldg.

ATLANTA, GA.

Mob. 6.

November 11th, 1931.

Registered cover.
Receipt required.

Hon. Clerk of the Circuit Court of Baldwin County,
Bay Minette, Alabama.

Dear Sir:

Re: Loss- Baldwin County Building and
Loan Association, near Fairhope, Ala.
Fire of August 3, 1931.

I enclose herewith answer on behalf of the
Hartford Fire Insurance Company, a Corporation, Garnishee in case
of:

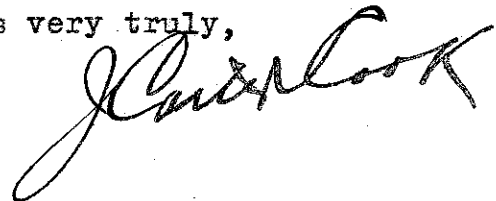
Ruby Worcester, Plaintiff,
vs.
J. T. Worcester, Defendant,

which case is pending in and returnable to your Court within thirty
days from October 22nd, 1931.

I ask that you kindly file this answer and
advise me of your actions in the premises, for which purpose I
enclose a self-addressed, stamped envelope for your convenience.

Thanking you for your courtesy in the matter,
I beg to remain,

Yours very truly,



Enclosures:
Answer.
Envelope.

J. CARTER COOK
Attorney and Counselor at Law
715 Trust Co. of Ga. Bldg.
ATLANTA, GA.



Mob. 6.

Mr. J. CARTER COOK, Attorney at Law,
P. O. Box, 1536,
Atlanta, Georgia.

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
STATE OF ALABAMA, SITTING AT
BAY MINETTE, ALABAMA.

* * * * *

Ruby Worcester,	Plaintiff,	*	
		*	
versus		*	NO. _____
		*	
J.T. Worcester,	Defendant.	*	
		*	
Hartford Fire Insurance Company,		*	ANSWER OF GARNISHEE.
a Corporation,	Garnishee.	*	
		*	

* * * * *

Comes now the Hartford Fire Insurance Company,
a Corporation, Garnishee in the above entitled cause, by C. Laird,
its duly authorized Agent to make this answer, who has knowledge
of the facts herein set forth, and for answer to summons of gar-
nishment issued by the Clerk of above stated Court on October 22nd,
1931, subsequently served upon it and made returnable to this
Court within thirty days after service of writ, says:

That this Garnishee has not in its possession or
under its control any money or effects belonging to the above named
defendant, nor will Garnishee be liable by any contract now exist-
ing for the payment of money or 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, except
as hereinafter set forth.

That this Garnishee at the time of making this
answer is not indebted to the above named defendant, and it was not
indebted to the said defendant at the time of the service of summons
of garnishment upon it, nor at any time intervening the time of
said service and the date of this answer.

Further answering, Garnishee states that heretofore
it issued its certain policy of insurance upon an application made
by J. T. Worcester, insuring property therein described in a sum not
exceeding the amount set out in said policy; that there was attached
to and made a part of said policy of insurance a notice of mortgage
to the Baldwin County Building & Loan Association, mortgagee, said
mortgage having been made by J.T. Worcester and his wife, Ruby

Worcester, on April 17th, 1930; that the said mortgage was foreclosed and the Baldwin County Building and Loan Association purchased the property for Thirteen Hundred Twenty and 87/100 (\$1320.87) Dollars; that thereafter the Baldwin County Building & Loan Association entered into a contract with Rosa Worcester agreeing to sell her the property upon which Garnishee's policy covered for Thirteen Hundred Twenty and 87/100 (\$1320.87) Dollars, and on April 22, 1931, Garnishee's policy was transferred by endorsement to the Baldwin County Building & Loan Association, and on April 23, 1931, Garnishee's policy was endorsed accepting notice of sale under contract to Rosa Worcester.

Therefore, Garnishee states that it has issued no policy of insurance to J. T. Worcester, and as above stated, is not now indebted to him and does not hereafter expect to become indebted to the said J.T. Worcester in any sum whatsoever.

Garnishee further states that it has been put to an expense of Ten Dollars (\$10.00) in making this answer, and prays that it may be allowed the same as part of the costs in this suit.

Having fully answered, Garnishee prays that it may be discharged.


Attorney for Garnishee.

HARTFORD FIRE INSURANCE COMPANY,
By: 
Its Agent.

STATE OF GEORGIA:
SS
COUNTY OF FULTON:

C. Laird, first being duly sworn, deposes and says that he is the duly authorized Agent of the Hartford Fire Insurance Company, a Corporation, Garnishee in the above entitled cause, to make and file the foregoing answer to summons of garnishment and to make this affidavit; that he has knowledge of the facts alleged in said answer, and that the facts therein set forth are true.

Sworn to and subscribed before me
this the 11th day of November, 1931.


Notary Public, State of Ga. at Large.

A. McPHERSON
NOTARY PUBLIC, STATE AT LARGE, ATLANTA, GA.
MY COMMISSION EXPIRES NOVEMBER 2, 1935.

STATE OF ALABAMA, ¶
COUNTY OF MOBILE. ¶

Before me, Ruth Macdonald, a Notary Public in and for said State and County, personally appeared B. F. McMillan, who is known to me and who being sworn says that he is attorney for Ruby Worcester and as such makes this affidavit; that the said Ruby Worcester, on to-wit; the 9 day of *October* 1930, recovered a judgment against J. T. Worcester for alimony in the Circuit Court of Baldwin County, Alabama, that the said judgment remains unsatisfied, that the County Fire Insurance Company, a corporation, is supposed to be or have effects of the said J.T. Worcester in its possession or under its control and that affiant believes process of garnishment against the said County Fire Insurance Company is necessary to obtain satisfaction of said claim.

B. F. McMillan

Sworn to and subscribed before me this 19th day of October, 1931.

Ruth Macdonald
Notary Public, Mobile County, Alabama.

Fixed Oct 1931
Don, old
Regatta

STATE OF ALABAMA, }
COUNTY OF BALDWIN. }

Before me, Mr. Riccione, ^{Clerk Circuit Court} a Notary Public in
and for said State and County, personally appeared F. F.
NELSON, who is known to me and who being sworn says that
he is attorney for RUBY WORCESTER and as such makes this
affidavit; that the said RUBY WORCESTER, on to-wit: the 22nd
day of Oct, 1930, recovered a judgment against J. T.
WORCESTER for alimony in the Circuit Court of Baldwin County,
Alabama, that the said judgment remains unsatisfied, that
the Hartford Fire Insurance Company, a corporation, is
supposed to be or have effects of the said J. T. WORCESTER
in its possession or under its control and that affiant
believes process of garnishment against the said HARTFORD
FIRE INSURANCE COMPANY is necessary to obtain satisfaction
of said claim.

F. F. Nelson

Sworn to and subscribed before me this 22 day of
Oct, 1931.

Mr. Riccione
Notary Public, Baldwin County, Alabama.
^{Clerk Circuit Court,}

Original

Affidavit

Garnishment on Judgment.

Ruby Worcester vs J. Worcester
Deft.

Hartford Fire Insurance
Company, a corporation

Issued Oct 22nd, 1931

W. B. Brown

-----Clerk.

F. F. Nelson et al
Atty for Complainant.

GARNISHMENT ON JUDGMENT

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

Bay Minette Ala Oct ^{22nd}~~22nd~~ 1931

To Any Sheriff of the State of Alabama—Greeting:

WHEREAS, At a regular Oct 9th Term, 1929, of the Circuit Court of Baldwin County,
to-wit: On the 9th day of October, 1929 being a regular day of
said term Ruby Worcester

recovered judgment against J.T.Worcester

for the sum of \$50.00 per month Alimony, Dollars, and cost of suit,

and affidavit having been made by F.F.Nelson, Atty for Ruby Worcester,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Hartford Fire Insurance Company, a corporation,

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant or that it is, or
is believed to be indebted to said defendant or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be dis-
charged by the delivery of personal property or which is payable in personal property.

You are Therefore Hereby Commanded to Summon

Hartford Fire Insurance Company a corporation


to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in
the City of Bay Minette, on the 30 days from date of service, Monday in A. D. 192
then and there within the three first days of the term, to answer on oath, whether at the time of the service of
the garnishment, or at the time making its answer, or at any time intervening the time of serving
the garnishment and making the answer its was it indebted to said defendant
and whether it will not be indebted in future to said de-
fendant by a contract then existing, and whether by a contract then existing it
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and whether
has not in its possession or under its control money or
effects belonging to the defendant J.T.Worcester,

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

Witness, T. W. RICHESON, Clerk of said Court, this 22nd
day of October A. D. 1931.

Issued day of A. D. 192

ATTEST:

 Clerk.

Original

Circuit Court, Baldwin County

No.

Ruby Worcester

VS. } GARNISHMENT ON JUDGMENT

J.T.Worcester, Deft
Hartford Fire Insurance Co., a
corporation Garnishee,

Issued 22nd day of Oct 1931

Returnable day of 192.....

Serve copy on Baldwin County
Building and Loan Association.
Robertsdale. Ala.

F.F.Nelson, Attorney.

Gill Ptg. Co., Mobile

*George W. Morgan
Secy & Treasr*

*MR. Stewart
Shirley
By Paulson
d.s.*

*Created this the 24th
day of Oct, By serving
copy of the within ~~document~~
~~at~~ Garnishment on
Mr. George W. Morgan
Sec. & Treas. of the Baldwin
County Building Loan Assoc.*

GARNISHMENT ON JUDGMENT

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

In Equity
Oct 20th, TERM, 1931

To Any Sheriff of the State of Alabama—Greeting:

WHEREAS, At a regular Oct Term, 1930, of the Circuit Court of Baldwin County,
to-wit: On the 9th day of October, 1930 being a regular day of
said term Ruby Worcester,

recovered judgment against J.T. Worcester,

for the sum of Fifty Dollars per month as alimony, Dollars, and cost of suit,

and affidavit having been made by B.E. Mc Millan,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

The County Fire Insurance Company, a corporation

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant or that it is, or
is believed to be indebted to said defendant or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be dis-
charged by the delivery of personal property or which is payable in personal property.

You are Therefore Hereby Commanded to Summon

The County Fire Insurance Company a corporation

to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in
the City of Bay Minette, on the within 30 days from service of this Writ, A.D. 1931
then and there within the time of the term of said Court to answer on oath, whether at the time of the service of
the garnishment, or at the time making its answer, or at any time intervening the time of serving
the garnishment and making the answer it was indebted to said defendant
and whether it will not be indebted in future to said de-
fendant it was by a contract then existing, and whether by a contract then existing it
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and whether
it has not in its possession or under its control money or
effects belonging to the defendant J.T. Worcester.

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

Witness, T. W. RICHESON, Clerk of said Court, this 20th

day of October, A. D. 1931

Issued 20th day of October, A. D. 1931

ATTEST:

T. W. Richeson Clerk.

Original

Circuit Court, Baldwin County

No.

Ruby Worcester,

VS. } GARNISHMENT ON JUDGMENT

J. T. Worcester,
The County Fire Insurance Co.

Issued 20th day of Oct 1923.

Returnable within 30 days from service
on Garnishee.

*True Copy as per
Rec'd app'd*

B. F. Mc Millan et al Atty's

Attorney.

Gill Ptg. Co., Mobile

*Executed & Bataker
20th 1931 by serving
copy of writ with
Garnishment on
Guramoy Clock apt
County Fire Insurance
Co.*

*W R Stunt
Shirley
By Thas & Wilson
Deputy Sheriff*

Answer
of Hartford
Fire Ins Co
revised
B F McMillen

11/14 - 31

B. F. McMILLAN, JR.
ATTORNEY AT LAW
803-806 VAN ANTWERP BLDG.
MOBILE, ALABAMA

October 19th, 1931.

Mr. Thomas W. Richerson, Clerk,
Circuit Court,
Bay Minette, Alabama.

Dear Tom:-

RE: Ruby Worcester vs J. T. Worcester.

The judgment for alimony in the foregoing cause has never been satisfied and I am today in receipt of advice that the County Fire Insurance Company, Guernsey Clarke of Fairhope, agent, is indebted to the said J. T. Worcester and I wish you would issue writ of garnishment immediately and have the Sheriff serve it on Mr. Clarke at Fairhope.

I enclose the affidavit herewith but I haven't the date of judgment. The judgment date would of course be the date of the confirmation of your report by Judge Hare. Please fill this in for me. Tell the Sheriff to be sure to serve the papers on Mr. Clarke tomorrow.

Yours very truly,

B. F. McMillan, Jr.

Mc/M
Encl.

GARNISHMENT ON JUDGMENT

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

Bay Minette Ala Oct 22nd ~~1930~~ 1931

To Any Sheriff of the State of Alabama—Greeting:

WHEREAS, At a regular Oct 9th Term, 19230, of the Circuit Court of Baldwin County,
to-wit: On the 9th day of October, 1930, 192 being a regular day of
said term Ruby Worcester,

recovered judgment against J.T.Worcester,

for the sum of \$50.00 per month alimony, Dollars, and cost of suit,

and affidavit having been made by F.F.Nelson Atty for Ruby Worcester,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Hartford Fire Insurance Company, a corporation

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant or that it is, or
is believed to be indebted to said defendant or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be dis-
charged by the delivery of personal property or which is payable in personal property.

You are Therefore Hereby Commanded to Summon Hartford Fire Insurance Company,

to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in
the City of Bay Minette, on the 30 days from date of service, A. D. 192 then and there within the three first days of the term, to answer on oath, whether at the time of the service of
the garnishment, or at the time making its answer, or at any time intervening the time of serving
the garnishment and making the answer it was indebted to said defendant
and whether it will not be indebted in future to said de-
fendant by a contract then existing, and whether by a contract then existing it
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and whether
has not in its possession or under its control money or
effects belonging to the defendant J.T.Worcester,

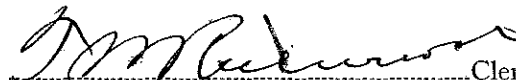
Herein fail not, and have you then and there this Writ.

Witness, T. W. RICHESON, Clerk of said Court, this 22nd

day of October, 1931 A. D. 192

Issued 22nd day of October, A. D. 1931

ATTEST:

 Clerk.

12/19
Remitted Defendant

Circuit Court, Baldwin County

No.

Ruby Worwester,

VS. } GARNISHMENT ON JUDGMENT

J.T. Worcester, Deft,
Hartford Fire Insurance Co,
a corporation Garnishee.

Issued 22nd day of Oct 1931.

Returnable day of 192

*Copy of copy on agent
of Hartford Fire Insurance Co
made*

F.F. Nelson,

Attorney.

Gill Ptg. Co., Mobile

31 Day of Oct 1931
and on 6 Day of Nov 1931
I served a copy of the within garnishment
on *Hartford Fire Ins Co, Corp*
by service on *Joseph A. Rynde*
at *agt*
W. H. HOLCOMBE JR., SHERIFF.
BY *Mr. Rynde* D. S.

RUBY WORCESTER,

Plaintiff,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

-vs-

J. T. WORCESTER,

Defendant,

HARTFORD FIRE INSURANCE CO.,
a corporation, and

COUNTY FIRE INSURANCE CO., a
corporation,

Garnishees.

ORDER.

This cause coming on to be heard on the written and oral answers of the Garnishee Defendants Hartford Fire Insurance Company and County Fire Insurance Company, and it appearing to the Court from the said answers of the said Garnishee Defendants that there is no indebtedness on the part of either of said Garnishee Defendants to the Defendant J. T. Worcester, and that said Garnishee Defendants are entitled to be discharged;

IT IS THEREFORE ORDERED, that the Garnishees Hartford Fire Insurance Company and the Garnishee County Fire Insurance Company be, and they hereby are, discharged and released from any and all further liability in this cause.

Dated this 26th day of August, 1932.



Judge.

STATE OF ALABAMA)
BALDWIN COUNTY)

I, T. W. Richerson, Register of said Circuit Court of said County, Alabama, do hereby certify that the above is a full, true and correct copy of the decree rendered by said Court on the 26th day of August, 1932, in the cause of Ruby Worcester, complainant vs. J. T. Worcester, Defendant, as appears of record in said Court.

WITNESS my hand and the seal of said Court, this the 26th

RECORDED

Ruby Worcester

28

28 Worcester

January 26/1932
J. A. Higginson
Black