

BANK OF FAIRHOPE,

Plaintiff

IN THE CIRCUIT COURT OF

vs

BALDWIN COUNTY, ALABAMA

JESSE O. STIMPSON,

Defendant.

It is agreed between the parties to this cause that the funds held by the First National Bank of Mobile as garnishee in this cause shall be paid by garnishee into Court and without further order applied by the Clerk to the payment of all costs to date and the balance is any paid over to Plaintiff to be credited upon his judgment.

Elliot G. Rinsley
Attorney for Plaintiff.

J. T. T. Shachman
Attorney for Defendant.

Handwritten notes and signatures at the top of the page, including what appears to be a date "June 2, 1935" and a signature.

BANK OF FAIRHOPE,
Plaintiff
vs
JESSE O. STIMPSON,
Defendant

AGREEMENT AS TO GARNISHED
FUNDS

Filed July 2 1935
Robert L. [illegible]
Chf.

RECEIVED BY [illegible]

BANK OF FAIRHOPE,
Plaintiff,

versus

STIMPSON BROTHERS et al
Defendants,
FIRST NATIONAL BANK OF MOBILE,
Garnishee.

L A W .
C I R C U I T C O U R T
O F
BALDWIN COUNTY, ALABAMA.

BEFORE ME, the undersigned Notary, personally appeared this day Kirby Wharton who being sworn says that he is the Cashier of the Bank of Fairhope, Plaintiff in the above styled cause and that said Bank of Fairhope, as Plaintiff, on the 21st day of August, 1934 recovered a judgment in the Circuit Court of Baldwin County against Jesse C. Stimpson and Carl Stimpson, individually and as partners doing business as Stimpson Brothers in the sum of ONE HUNDRED AND FORTY DOLLARS, BESIDES COSTS OF SUIT and that the First National Bank of Mobile, Alabama is believed to have in its possession or under its control money or effects belonging to the defendants or one of them and that he believes that process of garnishment against said First National Bank of Mobile is necessary to obtain satisfaction of said judgment.



Subscribed and sworn to before me this the eleventh day of May. 1935.



Notary Public, Baldwin County, Ala.

770 37

Duck

BANK OF FAIRHOPE,
Plaintiff,
vs
STIMPSON BROTHERS, et al.
Defendants,
FIRST NATIONAL BANK OF MOBILE,
Garnishee.

AFFIDAVIT FOR GARNISHMENT ON
JUDGMENT.

Filed May 11th, 1935.

Robert S. Smith
Clerk.

RECEIVED MAY 11 1935
CLERK OF DISTRICT COURT
MOBILE, ALA.
ON MAY 11 1935
RECORDED
INDEXED

CERTIFICATE OF JUDGMENT

The State of Alabama, }
Baldwin County

Circuit Court, FALL Term, 19 34

BANK OF FAIRHOPE

PLAINTIFF.

Vs.

JESSE O. STIMPSON,

DEFENDANT.

I, M. A. STONE, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 21st day of August 19 34,

a Judgment was rendered by said Court in the above stated cause, wherein

BANK OF FAIRHOPE

was Plaintiff and

JESSE O. STIMPSON,

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

TWO HUNDRED THIRTY-EIGHT and 00/100 DOLLARS,

and for the sum of FOURTEEN AND 70/100 DOLLARS,

the costs in said suit and that ELLIOTT G. RICKABY,

are the Attorneys of record for the Plaintiff

in said cause. There is a waiver of exemptions as to personal property under the Constitution and laws of Alabama.

Witness my hand this 31st day of August 19 34

M. A. Stone,
Clerk, Circuit Court, Baldwin County, Alabama.

C O P Y

CERTIFICATE OF JUDGMENT

BANK OF FAIRHOPE

, Plaintiff

Vs.

JESSE O. STIMPSON,

, Defendant

MOORE PRINTING CO., BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS; That we, The Bank of Fairhope, as principal, and M. F. Northrop and Henry G. Bishop as sureties, are held and firmly bound unto Jesse O. Stimpson, his heirs, executors, and administrators, in the sum of \$480 Four Hundred and Eighty-- -- -- -- -- Dollars, for the payment of which we, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of the above obligation is such that, whereas, the above bounden Bank of Fairhope has, on the 9th day of June, 1934, sued out from the office of the Clerk of the Circuit Court of Baldwin County, Alabama, a writ of detinue, returnable to the Circuit Court, against the said Jesse O. Stimpson, for the recovery of the following described property, to-wit:

One Grey Mare Mule name Kate
One Ford Ton Truck 1927 Model
One 1½ Ton Maxwell Truck 1923 Model
One 1½ Ton Chevrolet Truck 1931 Model

Now if the said Bank of Fairhope shall ^{fail} in said suit, and shall pay to the said Jesse O. Stimpson, the defendant in said writ, all such costs and damages as he may sustain by the wrongful suing out thereof, then this obligation to be void, otherwise to remain in full force and effect.

Taken and approved this the 12th day of June, 1934.
Off. of Notary
Clk
THE BANK OF FAIRHOPE
By M. F. Northrop Pres.
M. F. Northrop (SEAL)
Henry G. Bishop (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY.

Before me the undersigned notary, personally appeared M. F. Northrop, who being duly sworn says that the property sued for in the complaint of the Bank of Fairhope against Jesse O. Stimpson, viz:
One Grey Mare Mule name Kate, One Ford Ton Truck 1927 Model, One 1½ Ton Maxwell 1923 Model Truck, One 1½ Ton Chevrolet Truck 1931 Model, has the right of possession thereof vested in said Bank of Fairhope, the Plaintiff.

Suscribed and sworn to M. F. Northrop
this 9th day of June, 1934.
Elliot B. Raines
NOTARY PUBLIC, BALDWIN COUNTY, ALA.

RECORDED
oct

BANK OF FAIRHOPE

vs

JESSE O. STIMPSON

Affidavit and Bond.

Filed June 12th 94
W. A. Stone
Clerk

The State of Alabama }
Baldwin County }

CIRCUIT COURT

No. 50 Case Term, 1934

To Any Sheriff of the State of Alabama--Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of _____

you cause to be made the sum of Two Hundred & Twenty Eight and 00/100 Dollars,
which Paul of Jamaica Plaintiffs

recovered of He on the 21 day of Aug 1934 by

the Judgment of our Circuit Court, held for the County of Baldwin, besides the sum of _____

Eighteen and 25/100 _____ Dollars

costs of suit, and have the same to render to the said _____

and make return of this Writ and the execution thereof, according to law.

Interest from _____, 193____, to date of collection.

Witness my hand, this 16 day of October 1934

-Clerk

[illegible]

No. _____

THE STATE OF ALABAMA,
Baldwin County

CIRCUIT COURT

vs.

Plaintiffs

Defendants

CIVIL EXECUTION

Judgment for _____ for \$ _____

Interest from _____ 193 _____

to _____ 193 \$ _____

Damages _____ \$ _____

Costs _____ \$ _____

Total _____ \$ _____

Civil Fee Book _____ Page _____

Execution Docket _____ Page _____

Filed 2-6 1933

Clerk,

Plaintiff's Attorney.

Defendant's Attorney.

COLLECT COST FROM

THE STATE OF ALABAMA,
Baldwin County

I hereby certify that the within Judgment
and Costs in this case are correct, and there
was a waiver of exemption as to personal
property under the Constitution and Laws of
Alabama.

This _____ day of _____ 193 _____

Clerk.

RECEIVED IN OFFICE

193 _____

Sheriff

Sheriff's Execution Docket, Page _____

Sheriff's Fee Book, Page _____

Clerk's Civil Fee Book, Page _____

Clerk's Civil Execution Docket, Page _____

The State of Alabama
Baldwin County

By virtue of the within execution, I have, at _____

o'clock, _____ M., this

_____ day of _____ 193 _____, levied

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, THE BANK OF FAIRHOPE, and M. F. NORTHROP and HENRY BISHOP as sureties, are held and firmly bound unto JESSE O. STIMPSON in the sum of Three Hundred and Ninety Dollars, for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs, executors and administrators.

The condition of the above obligation is such that, whereas, the said Bank of Fairhope did, on the day of June, 1934, sue out of the Circuit Court of Baldwin County, a writ in detinue, directed to any sheriff of the State of Alabama, commanding him to take into his possession the following property, to-wit: One Grey Mare Mule named "Kate", One Ford One ton Truck 1927 Model, One One and a half ton Maxwell Truck 1923 Model and One one and a half Ton Chevrolet Truck 1931 Model, which said writ was placed in the hands of W. R. Stuart, Sheriff of the County of Baldwin, on the 12th day of June, 1934, and executed by him on the 18th day of June, 1934, by taking into his possession the following property, to-wit: One ton Ford Truck 1927 model, One one and a half ton Maxwell Truck 1923 model, and one one and a half ton Chevrolet Truck 1931 model; and, whereas, the said JESSE O. STIMPSON defendant in said writ, has failed and neglected, for the space of five days from the execution of said writ, to give bond and take possession of said property as authorized by law.

Now if the said Bank of Fairhope upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment, and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain in full force and effect.

Sealed with our seals and dated, the 27th day of June, 1934.

BANK OF FAIRHOPE
By *M. F. Northrop* (SEAL)
M. F. Northrop (SEAL)
Henry Bishop (SEAL)

Taken and approved, this
this 27th day of June, 1934.

W. R. Stuart
Sheriff

RECORDED

and 50

BANK OF FAIRHOPE

vs

JESSE O. STIMPSON

REPLEVY BOND OF PLAINTIFF

Filed on this the 7th day of

JULY, 1934

Register

[Signature]

The State of Alabama,
Baldwin County

CIRCUIT COURT

No. _____

Fall Term

1934

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon _____

JESSE O STIMPSON

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 _____

The BANK OF FAIRHOPE,
An Alabama Corporation

Witness my hand this 11th day of June 1934

M. A. Stone Clerk.

COMPLAINT

BANK OF FAIRHOPE

Plaintiff.. versus

JESSE O. STIMPSON

Defendant..

The plaintiff claims of the defendant the following personal property, to-wit:

One grey Mare Mule named "Kate", One Ford one-ton Truck 1927 Model, One 1 1/2 Ton Maxwell Truck 1923 Model and one 1 1/2 Ton Chevrolet Truck 1931 Model with the value of the hire or use thereof during the detention, to-wit; from June 7th, 1934 to June 14th, 1934.

TWO: The Plaintiff claims of the defendant the further sum of TWO HUNDRED DOLLARS due by promissory note made by him on the 3rd day of October 1933 and payable on the 10th day of November 1933 with interest thereon from February 10th, 1934.

Plaintiff further avers that by the terms of said note the Defendant waived all rights of exemption against any process that may issue for the collection of same and further agreed to pay a reasonable attorney's fee for the collection thereof if not paid at maturity which fee Plaintiff now claims in the additional sum of THIRTY-FIVE DOLLARS.

Belmont & Rice
Attorney for Plaintiff.

~~with the value of the hire or use thereof during the detention, to-wit:~~

from xxx

1934, to

1934

Plaintiff's Attorney.

Correct Page 501

RECORDED

No. 501 Page

The State of Alabama,
BALDWIN COUNTY
CIRCUIT COURT

BANK OF FAIRHOPE
vs. PLAINTIFFS

JESSE O. STIMPSON
DEFENDANTS

Detinue Summons and Complaint

Filed 12 day of June, 1934

W. A. Stone Clerk

25

Elliott G. Rickaby,
Plaintiff's Attorney
Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

RECORDED

W. A. Stone Clerk.

Defendant lives at

Fairhope

Received in office

, 1934

Sheriff

I have executed this summons

this 18th day of June 1934

by leaving a copy with

Jesse O Stimpson and
his wife my possession

RECORDED

1 Ford 1 ton Truck 1927 Model 25.00
1-1/2 Ton Maxwell Truck 1923 Model 10.00
1-1/2 Chevrolet Truck 1931 Model 15.00

W R Stuart

Sheriff

W R Stuart

Deputy Sheriff

LAW OFFICES
ELLIOTT G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

June 11th, 1934

Mrs. Mary A. Stone
Bay Minette, Alabama

Dear Mrs. Stone:

BANK OF FAIRHOPE vs STIMPSON et al: With this I
hand you Complaint and Summons in two cases against Jesse O.
Stimpson individually and his former firm of Wm. Stimpson Sons
which please place in the hands of the Sheriff for service.

The first of these cases you will recognize
as one in detinue and the affidavit and bond are also enclosed.
You will note that there is a Writ on the back of the summons
which should be signed by you.

The other case is a simple suit against two
partners on a promissory note.

Please tell the Sheriff when he executes this
Writ to do so if possible on a Tuesday, Thursday or Saturday
~~and to get in touch with me or with my client so as to arrange~~
for the care of the property. It is very probable that as soon
as the seizure is made there will be some proposition of settlement.

Very truly yours,

Elliott G. Rickaby

R/C

1147.