

BANK OF FAIRHOPE,

Plaintiff

IN THE CIRCUIT COURT OF

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.

Attorney for Plaintiff.

orney for Defendant.

Plaintiff

JESSE O. STIMPSON, Defendant

AS TO GARNISHED FUNDS

Radier Liberal.

BANK OF FAIRHOPE, Plaintiff,

LAW.

CIRCUIT COUR T

versus

OF

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

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 beaonging 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.

Believe & Cein County, Ala.

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BANK OF FAIRHOPE, In the line of

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STIMPSON BROTHERS, et al. Eddo - Defendants, FIRST NATIONAL BANK OF MOBILE, O W O. STITLE Garnishee.

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Filed May 11th; 1935.0

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(Sp. 14)				
JESSE OL	stimps on,			
		DEFENDANT.		
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Ι,	M. A. ST	Clerk of the	Circuit Court of	Baldwin Count
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Alabama, do hereby certi	ity that on the	day of	August	193
Judgment was rendered	l by said Court in	n the above stated cause, where	in	
		n the above stated cause, where	in	
<u></u>	BANK OF FA	IRHOPE	in	
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	BANK OF FA	AIRHOPE		
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as Plaintiff and	BANK OF FA	AIRHOPE	W	
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CERTIF	ICATE OF	JUDGMI	ENT
<u> </u>	A CONTRACTOR OF THE PARTY OF TH		
BANK	OF FAIRHOP	E	i
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Vs.

JESSE O. STIMPS ON,

Defendant

Plaintiff____

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 12 Ton Maxwell Truck 1923 Model One 15 Ton Chevrolet Truck 1931 Model

Now if the said Bank of Fairhope shall/in said suit, and shall pay to the said Jesse C. 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 forse and effect.

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THE BANK (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 12 Ton Maxwell 1923 Model Truck, One: 12 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. Mark

this 9th day of June,

NOTARY PUBLIC, BALDWIN COUNTY, ALA.



BANK OF FAIRHOPE

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JESSE O. STIMPSON

Affidavit and Bond.

Filed June 12 # 34 Mr. a. Stone The State of Alabama \ Baldwin County

CIRCUIT COURT

No. 50 Cary_ Term, 1931

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

You are hereby commanded, The	at of the goods	s and chattels, lands and tenements of —	
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and make return of this Writ and the	execution ther	eof, according to law.	
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and the company of th		, to date of concerion.	
Witness my hand, this	day of	193	,
		V PILATION I	
		- January John Marie Mar	Clerk
CLERK'S FEES	AMOUNT	SHERIFF'S FEES	AMOUNT
For every Summons & Complaint/\$1.25	121	For Levying an Attachment \$3.00	
Each copy thereof 30	\$ 5	Entering and Returning Attachment 25	
Entering a Sheriff's Return / 20	2 0	Summoning Garnishee 1.50	
Docketing 25	2.	Serving Summons on Writ 1.50	0
Entering Appearance 20 Silings 20 10	2 0	Serving Notice Sci. Fa. Notice, etc. 65	790
Filings 10 Every order made in Court (2 30)	3 0	Serving Subpoenas 65	
Copy thereof 25	3 0	Empanelling Jury 75	
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Docketing Execution 25 Entering Return on Execution 20	70	Commissions	
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No.	
THE STATE OF ALABAMA, Baldwin County	COLLECT COST FROM
CIRCUIT COURT	
	THE STATE OF ALABAMA, Baldwin County
vs. Plaintiff's	I hereby certify that the within Judgmen 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
CIVIL EXECUTION	Clerk.
Judgment for	RECEIVED IN OFFICE 193
Damages \$ Costs \$	Sheriff Sheriff's Execution Docket, Page
Total Civil Fee BookPage	Sheriff's Fee Book, Page Clerk's CivilFee Book, Page
Execution Docket Page	Clerk's Civil Execution Decket, Page
Plaintiff's Attorney. Defendant's Attorney.	

The State of Alabama Baldwin County

-M., this o'clock, 193 By virtue of the within execution, I have, at

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 or Baldwin, on the 12 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 ane 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.

By MI Month Pa(SEAL)

MI Month Pa(SEAL)

approved. The Hung Bushof (SEAL)

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

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Manual Sold

BANK OF FAIRHOPE

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TESSE O' SLIMBSON

REPLEVY BOND OF PLAINTIFF

Filed on this the 7th day of

0 4,442

Register

	CIRCUIT COURT
Baldwin County	Vo Fall form19
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You are hereby commanded to summor	n
JESSE (O STIMPSON
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at the place of holding the same, then and there	to answer the complaint of
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The BANK OF	FAIRHOPE
	An Alabama Corporation
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my hand this _	11th day of
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The State of Alaba	ıma,
CIRCUIT COURT	
BANK OF FAIRHOPE	AINTIFFS
vs.	AllVIRG
JESSE O. STIMPSON	NDANTS
Detinue Summons and Com	plaint
Filed/2 day of June,	_, 1934_
M. a. Stone	Clerk
(2)	
Elliott G. Rickarby.	
Plaintiff's A	ttorney
Defendant's A	ttorney

Moore Printing Co. 1111 Bay Minette, Ala.

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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,

R/C

1147.