

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JOE W. BOWDEN, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, Alabama, at the place of holding same by SEARS, ROEBUCK AND COMPANY, a corporation.

Witness my hand this the 16<sup>th</sup> day of March, 1966.

Alice J. Duck  
Clerk of Court

\* \* \* \* \*

COMPLAINT

SEARS, ROEBUCK & COMPANY, a corporation,	X	
	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	
	X	AT LAW
JOE W. BOWDEN,	X	
DEFENDANT.	X	

6898

COUNT I:

The Plaintiff claims of the Defendant, NINE HUNDRED SIXTY-ONE & 40/100 DOLLARS (\$961.40), due from him by account on, to wit: July 12, 1965, which sum of money, with interest thereon, is still unpaid.

COUNT II:

The Plaintiff claims of the Defendant, NINE HUNDRED SIXTY-ONE & 40/100 DOLLARS (961.40), due from him on account stated between the Plaintiff and the Defendant on, to wit; the 12th day of July, 1965, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The Plaintiff claims of the Defendant, NINE HUNDRED SIXTY-ONE & 40/100 DOLLARS (961.40), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit: the 12th day of July, 1965, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 7th day of March, 1966.

Forest A. Christian, Foley  
Attorney for the Plaintiff, Forest  
A. Christian, Foley, Alabama.

Defendant's address is:  
Joe W. Bowden  
Reid Subdivision  
Bay Minette, Alabama

FILED

MAR 16 1966

ALICE J. DUCK, CLERK  
REGISTER

STATE OF ALABAMA     )  
                              )  
COUNTY OF MONTGOMERY )

AFFIDAVIT

Before me, Newman C. Sankey, a Notary Public, in and for said State of Alabama at Large, personally appeared H. S. King, who being duly sworn deposes and says on oath as follows:

That I am the Credit Manager of Sears, Roebuck and Company, a Corporation, Store #1246 located in Montgomery, Alabama; that as such Credit Manager I am the custodian of all credit records and books of account of said store and that I am familiar with the information therein contained; that on June 14, 1964, Joe W. Bowden, who then resided at 15 Jackson Street, Wetumpka, Alabama, purchased from said store items constituting component parts of a central air conditioning system and installation charges therefor in the total amount of \$1,186.90; that since said date the following payments have been received upon said account:

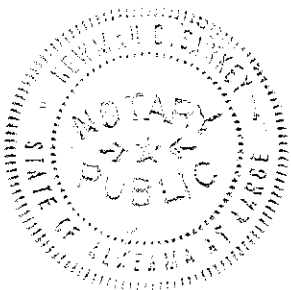
8/14/64	\$20.50
9/10/64	20.50
10/12/64	20.50
10/28/64	41.00
1/15/65	20.50
3/14/65	20.50
5/16/65	20.50
6/17/65	20.50
7/12/65	41.00

that after application of the aforesaid payments the unpaid balance on said account was \$961.40 which is the present balance upon said account; that the foregoing statement of this account is true and correct and the balance of \$961.40 is due and unpaid.

H. S. King  
H. S. King, Credit Manager  
Sears, Roebuck and Company  
Store Number 1246  
Montgomery, Alabama

Sworn to and subscribed before me this 9th day of March, 1966.

Newman C. Sankey  
NOTARY PUBLIC  
STATE OF ALABAMA AT LARGE



FILED  
MAR 16 1966  
ALICE L. DICK, CLERK  
64-3-2166

Received 16 day of March 1866  
and on 21 day of March 1864  
I served a copy of the within &c  
on Geo W. Bowden

by service on

TAYLOR WILKINS, Sheriff  
W. A. Zelbert  
3 miles South  
A B P

Sheriff claims 6 miles at  
Ten Cents per mile Total \$ 60  
TAYLOR WILKINS, Sheriff  
BY W. A. Delbert  
DEPUTY SHERIFF

## SUMMONS AND COMPLAINT

SEARS, ROEBUCK & COMPANY, a  
corporation,

EDANTIFF,

vs:

JOE W. BOWDEN,

DEFENDANT.

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

SEARS, ROEBUCK & COMPANY,  
a Corporation,

Plaintiff,

vs.

JOE W. BOWDEN,

Defendant,

X  
X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6898

Comes now the Defendant in the above styled cause  
and for answer to the Complainants Complaint and for each  
count thereof separate and severally, says:

1.

That he is not guilty of the matters alleged therein.

WILTERS & BRANTLEY

BY:

*Harry J. Walters Jr.*  
Attorneys for the Defendant

Defendant demands a trial  
by jury.

WILTERS & BRANTLEY

*Harry J. Walters Jr.*

FILED

MAR 23 1966

ALICE L. DICK, CLERK  
BALDWIN COUNTY, ALABAMA

CERTIFICATE OF SERVICE

I do hereby certify that on the 23rd day of March,  
1966 served a copy of this Complaint on all  
parties to this proceeding by mail to be paid by United States  
Mail, properly addressed, and that the postage prepaid.

WILTERS & BRANTLEY

*Harry J. Walters Jr.*

Sears, Roebuck & Company )  
vs. ) Circuit Court, Baldwin County  
Joe W. Bowden ) State of Alabama

6898

ANSWER OF LOUISVILLE AND NASHVILLE RAILROAD COMPANY, GARNISHEE

Now comes the garnishee, Louisville and Nashville Railroad Company, in the above entitled cause, by A. P. Kearns, Clerk to the Superintendent, who being duly sworn, deposes and says that she is the duly authorized agent of said garnishee to make this answer, and that she has knowledge of the facts stated herein, and for answer to the writ of garnishment served upon the corporation, says: that, at the time of the service of said garnishment, garnishee was indebted to the defendant in the sum of two hundred twenty six and 03/100 dollars (\$226.03); that garnishee will be indebted to said defendant in the future unless and until his employment is terminated; that it is not liable to the defendant 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 garnishee has not in its possession or under its control money or effects belonging to the defendant except as stated above.

Garnishee avers that the indebtedness set out is for wages earned by defendant, and pursuant to the provisions of Title 7, Section 630 of the Code of Alabama of 1940 as last amended, seventy-five per cent of said wages is exempt from garnishment. Subject to orders of this court, and subject to the provisions of Title 7, Section 630 Alabama Code of 1940 as last amended, garnishee is withholding twenty-five percent of the above set out indebtedness and will continue to withhold twenty-five percent of the defendant's wages until the amount of the garnishment is paid or until the employment of defendant with garnishee is terminated.

LOUISVILLE & NASHVILLE RAILROAD COMPANY

By A. P. Kearns  
A. P. Kearns  
Its Clerk to the Superintendent

Sworn to and subscribed  
before me, this the  
fifteenth day of  
April 1966

FILED

APR 18 1966

ALICE L. BUCK, CLERK  
REGISTER

285

J. E. Thomas Jr.  
Notary Public  
Notary Public, Alabama, State at Large  
My commission expires Oct. 22, 1968  
Bonded by Transamerica Insurance Co.



May 10, 1966

Mr. Dudley, Superintendent  
L & N Railroad Company  
Mobile, Alabama

Dear Sir:

Re: Sears, Roebuck & Company  
vs: Joe W. Bowden,  
Case No. 6898

The garnishment has been released in the above styled cause on the 10th day of May, 1966, and you are hereby requested to mail us the money you collected, so same may be disbursed through this office.

Yours very truly,

---

Clerk, Circuit Court  
Baldwin County, Alabama

cc: Hon. F.A. Christian  
Foley, Alabama

Wilters & Brantley  
Attorneys at Law  
Bay Minette, Alabama

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P. O. DRAWER 190  
AREA CODE 205 - PHONE 943-2201  
FOLEY, ALABAMA 36535

May 5, 1966

Mrs. Alice J. Duck  
Clerk of Court  
Bay Minette, Alabama

Re: Sears, Roebuck & Company,  
a corporation, Plaintiff  
Vs: Joe W. Bowden, Defendant  
L & N Railroad Company,  
a corporation, Garnishee  
Circuit Court, Baldwin Co.,  
Alabama - Case # 6898½

Dear Mrs. Duck:

Harry Wilters, Esq. and I have an agreement in this case that the garnishment will be released now with the L & N Railroad sending ~~me~~ any amounts that have been collected; that the Defendant is to make up any difference for a total of \$225.00; Mr. Wilters is to direct the Court to enter a consent judgment for \$750.00 plus court costs and we will not levy on the judgment if the Defendant pays \$20.50 each and every month without fail and which is to be paid by the 17th of each month.

Accordingly, kindly release the garnishment under the terms mentioned above.

Cordially yours,



FOREST A. CHRISTIAN

cc: Harry Wilters, Esq.  
Bay Minette, Alabama

Mr. Dudley, Superintendent  
L & N Railroad Company  
Mobile, Alabama

—ON ALABAMA'S BEAUTIFUL GULF COAST—

FILED

MAY 6 1966

ALICE J. DUCK, CLERK  
REGISTERED

## BOND

The State of Alabama,  
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT ~~was~~ Sears, Roebuck and Company, a Corporation

is  
~~are~~ held and firmly bound unto Joe W. Bowden

in the sum of Two Thousand and No/100----- DOLLARS,

to be paid to the said Joe W. Bowden, his

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 7th day of March, 19 66.

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

Sears, Roebuck and Company, a Corporation

has--- commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Joe W. Bowden-----

the sum of Nine Hundred Sixty-one and 40/100----- Dollars,  
and haS----- on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Louisville and Nashville Railroad Company, a Corporation.

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 he-----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.

Sears, Roebuck and Company hereby waives all right of claim AND ~~it~~<sup>we</sup> ~~and each of us~~<sup>and each of us</sup> hereby waive all rights of claim of exemption ~~we or either of us have~~<sup>we or either of us have</sup> of exemption it has now or hereafter may have, under the Constitution ~~now or hereafter have, under the Constitution and laws of Alabama, and~~<sup>now or hereafter have, under the Constitution and laws of Alabama, and</sup> and laws of Alabama, and it hereby certifies that it has property ~~that~~<sup>that</sup> ~~is free from all incumbrance, to the full amount of the~~<sup>is free from all incumbrance, to the full amount of the</sup> to the full amount of the above bond.

SEARS, ROEBUCK AND CO., A CORPORATION

BY: [Signature] (Seal)

Its Credit Manager

BY: Robert B. Damich (Seal)

Its Assistant Credit Manager

Lawrence S. Key (Seal)

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_

Clerk.



The State of Alabama

Baldwin County

the State of Alabama at Large

in and for ~~Montgomery~~ personally appeared

Anna Fay Shaw, a Notary Public

Before me, ~~ALICE H. DICK, Clerk of Circuit Court~~

Newman C. Sankey

who, being duly sworn, doth depose S. and say S. that Joe W. Bowden is

indebted to Sears, Roebuck and Co., a Corporation in the sum of Nine Hundred Sixty-one and 40/100 Dollars, and that Sears, Roebuck and Co., a Corporation, has commenced on suit by summons and complaint on said indebtedness against the said Joe W. Bowden

and that Louisville and Nashville Railroad Company, a Corporation, is

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 it is believed that process of Garnishment against the said

Louisville and Nashville Railroad Company, a Corporation

is necessary to obtain satisfaction of said claim; and that the said Louisville & Nashville R.R. Company 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.

Sworn to and subscribed before me this 7th day of March 1966.

Anna Fay Shaw, Clerk Circuit Court

116

No. \_\_\_\_\_

THE STATE OF ALABAMA  
Baldwin County.

CIRCUIT COURT

Sears, Roebuck and Company,  
a Corporation

Plaintiff

TO

Joe W. Bowden

Defendant

Bond and Affidavit in Garnishment  
on Summons

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Clerk.

Printed by Moore Ptg. Co.

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

I, John R. Matthews, Clerk of the Circuit Court of Montgomery County, Alabama, hereby certify that if the within bond were tendered to me in this County the same would be accepted as sufficient.

Witness my hand this 11 day of March, 1966.

John R. Matthews  
John R. Matthews, Clerk of the  
Circuit Court of Montgomery Co., Ala.

State of Alabama

BALDWIN COUNTY

TO JOE W. BOWDEN, Defendant.

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

SEARS, ROEBUCK AND COMPANY, Plaintiff,

versus JOE W. BOWDEN, Defendant,

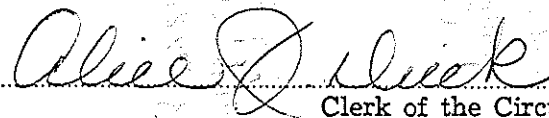
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which LOUISVILLE

AND NASHVILLE RAILROAD COMPANY, a corporation,

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 16<sup>th</sup>

day of March, 1966.



Clerk of the Circuit Court.

282

66-3-21-66

Received 16 day of March 1966  
d on 2 day of March 1966  
served a copy of this within Notice  
Joe W. Bowden  
by service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W. A. Folbail  
3 miles South  
of BRY

Sheriff claims 6 miles at  
Ten Cents per mile Total \$ 1.60  
TAYLOR WILKINS, Sheriff  
By W. A. Folbail  
DEPUTY SHERIFF

6898

NOTICE  
TO DEFENDANT OF GARNISHMENT  
BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO  
Joe W. Bowden  
Gears, Roe, Buck & Co.

Plaintiff.....

VS.

Joe W. Bowden

Defendant.....

F. A. Christian

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Sears, Roebuck & Company, a Corp.,

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court  
of said County, against Joe W. Bowden

for the sum of Nine Hundred Sixty-One and 40/100 - Dollars and whereas, the said  
Sears, Roebuck & Company, a Corp.

has entered into bond, and made affidavit by law that the said Louisville and Nashville  
Railroad Company, a Corp.,

is indebted to Joe W. Bowden in the sum of Nine Hundred Sixty-One and 40/100

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 Louisville and Nashville Railroad  
Company, a Corp.,

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Louisville and Nashville  
Railroad Company, a Corp.

within thirty days from service hereof,  
to be and appear at the next term of the Circuit Court, to

be holden for the County of Baldwin, on \_\_\_\_\_, 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 16th day of March, 1966

64-3-24-66

Alice J. Duck  
Clerk.

RECEIVED

MAR 16 1966

TAYLOR WILKINS  
SHERIFF

21 march 66  
94 march 66  
The Louisville & Nashville  
Railroad company  
by service of Mr. Thompson  
clerk  
D chambers

BY

MAR 21 9 05 AM '66

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

5331

No. 6898

Circuit Court of Baldwin County

SEARS, ROEBUCK & CO., A CORP.,

VS.

Garnishment On Summons

JOE W. BOWDEN

*M. Thompson* Clerk

Issued 16th day of March, 1966

serve: Louisville & Nashville Railroad Co.

Forest A. Christian  
Plaintiff's Attorney

BOND

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

6898

KNOW ALL MEN BY THESE PRESENTS:

THAT ~~we~~ Sears, Roebuck and Company, a Corporation

is  
~~xxx~~ held and firmly bound unto Joe W. Bowden

in the sum of Two Thousand and No/100----- DOLLARS,

to be paid to the said Joe W. Bowden, his

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 7th day of March, 1966.

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound  
Sears, Roebuck and Company, a Corporation

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Joe W. Bowden

the sum of Nine Hundred Sixty-one and 40/100----- Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Louisville and Nashville Railroad Company, a Corporation,

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 he 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.

Sears, Roebuck and Company hereby waives all right of claim  
AND ~~xxx~~ of exemption it has now or hereafter may have, under the Constitution  
~~xxx~~ and laws of Alabama, and it hereby certifies that it has property  
~~xxx~~ to the full amount of the above bond.  
~~xxxxxx~~

SEARS, ROEBUCK AND CO., A CORPORATION

BY: H. B. [Signature] (Seal)  
Its Credit Manager

BY: William B. [Signature] (Seal)  
Its Assistant Credit Manager

[Signature]  
Clerk.

Approved this 16 day of March, A. D., 1966

FILED

MAR 16 1966

The State of Alabama

Baldwin County

the State of Alabama at Large  
in and for ~~the County~~, personally appeared

Anna Fay Shaw, a Notary Public

Before me, ~~ALICE J. DICK, Clerk of Circuit Court~~

Newman C. Sankey

who, being duly sworn, doth depose S. and say S. that Joe W. Bowden is

indebted to Sears, Roebuck and Co., a Corporation  
in the sum of Nine Hundred Sixty-one and 40/100-Dollars,  
and that Sears, Roebuck and Co., a Corporation, has  
commenced on suit by summons and complaint on said indebtedness  
against the said Joe W. Bowden

and that Louisville and Nashville Railroad Company, a Corporation, is

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 it is believed that process of Garnishment against the said  
Louisville and Nashville Railroad Company, a Corporation

is necessary to obtain satisfaction of said claim; and that the said Louisville & Nashville R.R. Company  
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.

Sworn to and subscribed before me this 7th day of March, 1966.

Anna Fay Shaw, Clerk Circuit Court

116

No. _____	THE STATE OF ALABAMA Baldwin County.	CIRCUIT COURT	Sears, Roebuck and Company, a Corporation	Plaintiff	TO	Joe W. Bowden	Defendant	Bond and Affidavit in Garnishment on Summons	Filed this _____ day of _____, 19____	CLERK
-----------	---	---------------	--	-----------	----	---------------	-----------	---	---------------------------------------	-------

Printed by Moore Ptg. Co.

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

I, John R. Matthews, Clerk of the Circuit Court of Montgomery  
County, Alabama, hereby certify that if the within bond were tendered  
to me in this County the same would be accepted as sufficient.

Witness my hand this 11 day of March, 1966.

John R. Matthews  
John R. Matthews, Clerk of the  
Circuit Court of Montgomery Co., Ala.

The State of Alabama,

Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

MAY

TERM, 19 66

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular May Term, 19 66, of the Circuit Court of Baldwin County, to-wit: On the ..... day of May, 19 66, being a regular day of said term, SEARS, ROEBUCK & COMPANY

recovered judgment against JOE W. BOWDEN

for the sum of EIGHT HUNDRED NINETY-SEVEN & 72/100 (\$897.<sup>72</sup>) Dollars, and cost of suit, and affidavit having been made by FOREST A. CHRISTIAN that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

LOUISVILLE & NASHVILLE RAILROAD COMPANY, a corporation, Mobile, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant JOE W. BOWDEN 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 discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon LOUISVILLE & NASHVILLE RAILROAD COMPANY, a corporation, Mobile, Alabama

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the ..... Monday in ..... A. D. 19 66, 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 making its answer, or at any time intervening the time of serving the garnishment, and making the answer it was ..... indebted to said defendant JOE W. BOWDEN and whether it will not be indebted in future to said defendant ..... 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 JOE W. BOWDEN

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

Witness, ALICE J. DUCK, Clerk of said Court, this 22nd day of June, A. D., 19 66.

Issued 22nd day of June, A. D., 19 66.

ATTEST:

64-6-24-66 276 Alice J. Duck, Clerk.



RECEIVED

JUN 22 1966

TAYLOR WILKINS  
SHERIFF

Received 23 94 66  
Day of June 19 66  
and on 24 94 66  
Day of June 19 66  
I served a copy of the writ on  
The Louisville & Nashville  
Railroad Co., a corp.  
at 1000 1/2  
BY  
RAY D. BRIDGES, Sheriff  
RAY D. BRIDGES, Sheriff  
RAY D. BRIDGES, Sheriff

REC'D. SHERIFF DEPT.  
MOBILE COUNTY, ALA.  
JUN 23 8 29 AM '66

8-463

CIRCUIT COURT, BALDWIN COUNTY

No.

6898 1/2

Heane, Robert & Co

VS. } GARNISHMENT ON JUDGMENT

Doc. W. Borden

247  
Shuman C. C.

Issued day of 19

Returnable day of 19

Louisville & Nashville  
Railroad Co., a corp.  
Mobile, Ala.

F.P. Christians  
Attorney

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

THE STATE OF ALABAMA  
Baldwin County

Circuit Court

#6898 1/2

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State  
aforesaid FOREST A. CHRISTIAN

who being duly sworn, on oath says, that a regular May 1966 Term

of the Circuit Court of Baldwin County, to-wit: on the May  
1966, SEARS, ROEBUCK & COMPANY

recovered a judgment against JOE W. BOWDEN

for the sum of  
EIGHT HUNDRED NINETY-SEVEN & 72/100 (\$897.72) Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

LOUISVILLE & NASHVILLE RAILROAD COMPANY, a corporation, Mobile, Alabama

supposed to be indebted to or have effects of the said JOE W. BOWDEN

in ITS possession, or under its Control, and that he believes process of

Garnishment against said LOUISVILLE & NASHVILLE RAILROAD COMPANY, a corporation  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 21st

day of June A. D. 1966

Alice J. Duck  
Clerk.

Forest A. Christian  
Forest A. Christian  
FILED  
JUN 21 1966  
CLERK  
BALDWIN COUNTY

STATE OF ALABAMA

Baldwin County

TO JOE W. BOWDEN....., Defendant.....:

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

SEARS, ROEBUCK &amp; COMPANY....., Plaintiff.....,

versus JOE W. BOWDEN....., Defendant.....

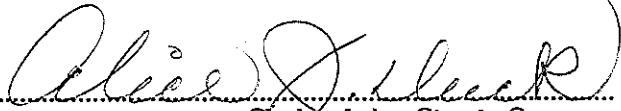
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which .....

LOUISVILLE &amp; NASHVILLE RAILROAD COMPANY, a corporation.....

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this 22nd

.....day of June....., 1966..

  
Clerk of the Circuit Court.

275

624-7-18-66

## RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: SEARS, ROEBUCK & COMPANY vs. Plaintiff.

JOE W. BOWDEN Defendant.

To: LOUISVILLE & NASHVILLE RAILROAD COMPANY, A Corp., Mobile, Ala.  
GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 30th day of June, 1966

Alice J. Duck CLERK.

LPAI

Received 22 day of June 1866  
and on 18 day of July 1866  
I served a copy of the within Notice  
on Joe W. Bowden

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

TAYLOR WILKINS, Sheriff  
By W. A. Tolbert  
2 miles South  
of BIV

Sheriff claims 4 miles at

Ten Cents per mile Total \$ .40

TAYLOR WILKINS, Sheriff  
BY W. A. Tolbert  
DEPUTY SHERIFF

6898 1/2

NOTICE  
TO DEFENDANT OF GARNISHMENT

BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO  
Joe W. Bowden  
Heasler, Reebuck & Co.  
Plaintiff....

VS.  
Joe W. Bowden  
Defendant....

JUN 29 1966

Honorable Alice Duck  
Clerk of the Court  
Circuit Court  
Baldwin County, Alabama

Re: Sears & Roebuck, et al

Vs

Joe W. Bowden  
L & N R.R. Garnishee  
Case # 5781

Dear Mrs. Duck:

In the above cause please release the Garnishment.

  
ATTORNEY FOR PLAINTIFF

Forrest A. Christian  
Attorney at Law  
Paley, Alabama

*h + m to pay what ever was  
withheld in garnishment before  
Bankruptcy was filed on June 27, 1964.*



CREDIT  
BILLING COPYSears 5898-16  
SEARS, ROEBUCK AND CO.

S.R.C.	C.L.C.	E.A.A.	M.C.A.	X	E. P.	C.O.D.	CASH	SELLING STORE NO.
								1246
DIV.	SALES NO.	DATE	DATE REQ.	APPROVAL	ACCOUNT NO.			
42	42-5	6/14/64	1	B26	1665140			

NAME Mr. Joe W. Bowden  
ADDRESS 15 Jackson St.  
CITY Wetumpka, ALA.  
SHIPPING INST.

NO. OR NAME OF STORE CARRYING ACCOUNT	APT.	PHONE
1246		

QUAN.	STOCK NO.	SIZE COLOR DESCRIPTION	CASH PRICE
1	81139	Sho. Leather	38.00
1	81424	Sho. Leather	70.00
1	81806	20 Tubing	30.00
1	9125	Sub Base	6.00
1	9158	Armrest	11.00
			497.00
			248.00
			5185
			532.35
			254.00
			825.85

This purchase is made under my Sears Revolving Charge Agreement for the credit sales price consisting of the above cash price plus the credit service charge.  
Purchased By

SHIP FROM	SHIP VIA	CASH PRICE	DEPOSIT	XXXXXX
<input type="checkbox"/> STORE STOCK	<input type="checkbox"/> STORE WHSE.	CASH BALANCE	XXXXXX	
<input type="checkbox"/> CONT. STORE	<input type="checkbox"/> POOL STOCK	ADDED FOR CREDIT PRICE		
	<input type="checkbox"/> TRUCK FRT.	CREDIT PRICE		XXXXXX
	<input type="checkbox"/> OTHER	BALANCE THIS SALE	XXXXXX	
		OLD BALANCE	XXXXXX	
		NEW BALANCE	XXXXXX	

MONTHLY PAYMENT \$ 20.50 DUE 7/7/64  
F 2250 REV. 6-63  
PRINTED IN U.S.A.

THIS IS PART OF A PART ORDER

CREDIT  
BILLING COPYSears 5898-17  
SEARS, ROEBUCK AND CO.

S.R.C.	C.L.C.	E.A.A.	M.C.A.	X	E. P.	C.O.D.	CASH	SELLING STORE NO.
								1246
DIV.	SALES NO.	DATE	DATE REQ.	APPROVAL	ACCOUNT NO.			
42	42-5	6/14/64	1	B26	1665140			

NAME Mr. Joe W. Bowden  
ADDRESS 15 Jackson St.  
CITY Wetumpka, ALA.  
SHIPPING INST.

NO. OR NAME OF STORE CARRYING ACCOUNT	APT.	PHONE
1246		

QUAN.	STOCK NO.	SIZE COLOR DESCRIPTION	CASH PRICE
1	Spec.	Coil Box	15.76
			7.99
			16.55
			825.85

This purchase is made under my Sears Revolving Charge Agreement for the credit sales price consisting of the above cash price plus the credit service charge.  
Purchased By

SHIP FROM	SHIP VIA	CASH PRICE	DEPOSIT	XXXXXX
<input type="checkbox"/> STORE STOCK	<input type="checkbox"/> STORE WHSE.	CASH BALANCE	XXXXXX	
<input type="checkbox"/> CONT. STORE	<input type="checkbox"/> POOL STOCK	ADDED FOR CREDIT PRICE		
	<input type="checkbox"/> TRUCK FRT.	CREDIT PRICE		XXXXXX
	<input type="checkbox"/> OTHER	BALANCE THIS SALE	XXXXXX	
		OLD BALANCE	XXXXXX	
		NEW BALANCE	XXXXXX	

MONTHLY PAYMENT \$ 20.50 DUE 7/7/64  
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