AMOS GARRETT,

Plaintiff,

VS.

MARY MARTIN,

Defendant,

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. NO. 334. AT LAW.

J. S. MEAD, as Attorney for Aetna Insurance Company, and AETNA INSURANCE COMPANY,

Garnishees.

NOTICE TO SUGGESTED CLAIMANT.

STATE OF ALABAMA, BALDWIN COUNTY.

TO BALDWIN COUNTY BANK, A CORPORATION, BAY MINETTE, ALABAMA:

You are hereby notified that on the 23rd day of December, 1936, there was filed in my office an affidavit for garnishment on Summons and Complaint in the above styled case, in which J. S. Mead, as Attorney for Aetna Insurance Company, and Aetna Insurance Company were named as Garnishees;

That on the 23rd day of December, 1936, I, as Clerk of the Circuit Court of said County, issued a Writ of Garnishment, directed to said J. S. Mead, Attorney for Aetna Insurance Company, and Aetna Insurance Company and delivered same to the Sheriff of Baldwin County, Alabama for service; that said Writ of Garnishment was served upon said J. S. Mead, as Attorney for Aetna Insurance Company, and Aetna Insurance Company on the 23rd day of December, 1936;

That the said Garnishees filed in my office their answer in writing, in which answer it is stated that the said Garnishees were not indebted to the said Defendant by contract then or now existing, and that they did not have in their possession or under their control any effects belonging to said Defendant, except as follows, to-wit:

"That heretofore Aetna Insurance Company issued its policy of fire insurance, number 2537, to the said defendant, Mary Martin, covering a certain dwelling and household, kitchen furniture, and personal effects belonging to the said defendant situated at Robertsdale, Alabama;

And that on to-wit, November 8th, 1932, said defendant entered suits against Aetna Insurance Company in the Circuit Court of Baldwin County, Alabama, seeking to recover upon said policy by reason of a fire that had meanwhile occurred, destroying and damaging the subjects of said insurance;

And that on the 16th day of April, 1936, said suits, there being two, numbers 9744 and 9750, were tried in said court and said trial resulted in judgments being entered against the Aetna Insurance Company in an amount aggregating Seventeen Hundred Sixty (\$1760.90) Dollars, and that thereafter, said suits were by Aetna Insurance Company appealed to the Court of Appeals of Alabama, and that while pending appeal, said defendant and Aetna Insurance Company agreed to settle and compromise said suits and did, on to-wit, the 23rd day of December, 1936, settle and compromise said suits, Aetna Insurance Company agreeing to pay in consideration therefor the sum of One Thousand (\$1000.00) Dollars, and that a written instrument was drawn up and executed on the 23rd day of December, 1936 by and between defendant, Aetna Insurance Company, and H. M. Hall, of Beebe & Hall, defendant's attorneys of record, stating the terms of said compromise and settlement.

And that J. S. Mead, in payment of the consideration for the settlement, delivered to the said Hubert M. Hall, a draft signed by Edgar G. Darling, as State Agent for the Aetna Insurance Company, as drawee and drawn upon Aetna Insurance Company at its office at Hartford, Connecticut, said draft being made payable to said defendant and her attorneys, Beebe & Hall, and that said draft was delivered to the payees therein named as full and complete satisfaction of the judgments hereinabove described and was received by them as such;

And that subsequent to the delivery of said draft as aforesaid, the said J. S. Mead was served with a Writ of Garnishment directed to him in this cause, which said Writ of Garnishment was served upon him on the 23rd day of December, 1936;

And that on to-wit, the 28th day of December, 1936, the Writ of Garnishment issued in this cause directed to Aetna Insurance Company was served on an agent of said company;

And that immediately thereafter the office of Aetna Insurance Company at Hartford, Connecticut was advised by telegraph of the fact of the service of the Garnishment Writ and subsequent to that date, the draft herein described was presented to Aetna Insurance Company and payment of said draft upon presentment was refused;

and that the Garnishees herein are advised and have notice of the fact that, on to-wit, the 23rd day of December, 1936, said draft herein described was hypothecated and endorsed by the payees therein named to Baldwin County Bank of Bay Minette, Alabama, for a valuable consideration, and that said Bank being then owner and holder of said draft, sent the same through the regular commercial channels for presentment to Aetna Insurance Company, and that the garnishees herein are advised that the said Baldwin County Bank has made demand through the presentment of said draft and will hereafter make further demand upon Aetna Insurance Company for the payment of said draft, and insists that the obligation expressed in said draft and created thereby is its property;

And that said draft above described was issued by an agent of Aetna Insurance Company having the express authorization and authority from Aetna Insurance Company to execute and deliver said draft in the manner and form in which said draft was executed and delivered.

AS PROVIDED BY LAW, YOU ARE, THEREFORE HEREBY

NOTIFIED to appear in this Court, at the place of holding same, within thirty (30) days after service of this notice upon you and, then and there, propound your claim to said property and contest with the Plaintiff the right to such debt, demand, money or effects.

WITNESS my hand this 28th day of January, 1937.

Circuit Clerk.

NOTICE TO SUGGESTED CLAIMANT.

AMOS GARRETT.

Plaintiff,

VS.

MARY MARTIN,

Defendant.

J. S. MEAD, as Attorney for Aetna Insurance Company, and AETNA INSURANCE COMPANY,

Garnishees.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW. NO. 334.

Issued Jan. 28, 1937 Q. S. Duck, Clerk.

S. Fr. Holmes, Pres. Baldwin County Book.

M. H- Williams Sherill By C. N. anderson Deputy Sacraf

THE STATE OF ALABAMA, Baldwin County.

No. 334	CIRCUIT	COURT	
\	Aug	Term,	193
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To Any Sheriff of the State of Alabama, Greeting:	
You are hereby commanded, That of the good	ls and chattels, lands and tenements of
	Plaintiff the suit,
you cause to be made the sum of	Dollars,
costs of suit, created by said Plaintiff, for that, whereas, on the	
August 193 F, the said Plaintiff recovered by	the Judgment of the said Circuit Court
of said County, against German Desment	sed of plaintify
taged with Gots on Court:	Defendant
to the suit, the sum of	Dollars,
besides	Dollars, costs of suit;
apon which Judgment an Execution has been issued and returned by	the Sheriff, "No property found."
AND HAVE YOU THAT MONEY ready to render to	R.S. Duch
Clerk of said Court, and make return of this Writ and the Execution	thereof, according to law.
Witness my hand this	193.9
	R.S. D. A. C.

CLERK'S FEES		Dollars	Cts	SHERIFF'S FEES	Dollars	Cts
For every Summons and Complaint Each copy thereof Entering a Sheriff's Return Docketing Entering Appearance Filing	30 21 2. 21	5 0	2000	For Levying an Attachment \$3 00 Entering and Returning Attachment 25 Summoning Carnishee 1 50 Serving Summons on Writ 1 50 Serving Serving Serving Summons Subpoenas 65 Empanelling Jury 7	313	00
Every Order made in Court2_ Copy thereof Every Trial with or without Jury Entering up Judgment or copy thereof_ Issuing Execution Docketing Execution	30 2. 7. 30 5.	5 in	75' 50	Empanelling Jury	7	5-0
Entering Return on Execution Issuing Subpoenas Administering Oath Issuing Each Attachment Taking Bond Filing Attachment Each Summons for Garnishee Each copy	2 3 2 1 0 1 5	0 5 0 0 0 0	20	Sheriff's Commission for Property Sold Under Attachment Seizing Personal Property on Writ of Detinue 3 00 RECAPITULATION	9	0.6
Notice to Deft. in Garnishee on Summons and Copy, per 100 words. Commissions to take Depositions or copy Order to Execute Writ of Inquiry	2	0 5	80	Clerk's Fees Sheriff's Fees Justice's Fees	15	00
Copy of Interrogators, 15c per hundred words or Filing each Deposition and endorsing same Final Record, per hundred words Every Certificate Taking Bond not otherwise provided for Witness Certificates Continuance Certificate of Judgment Order of Publication	2 1 5 7 2	5 5 0	1 _	Witness Fees in Justice of Peace Court Constable's Fees Commissioner's Fees Printer's Fees Witness Fees in Circuit Court Former Clerk's Fee Stenographers's Fees 7 Trial Tax 7 3 0	_	00
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THE STATE OF ALABAMA, By virtue of the within execution, Baldwin County. perty under the Constitution and Laws of Alabama. and costs in this case are correct, and there was ----- waiver of exemption as to personal pro-Clerk. Sheriff 193---COLLECTION COSTS FROM Sheriff's Execution Docket, Page-I hereby certify that the within-The State of Alabama, BALDWIN COUNTY day of. Sheriff's Fee Book. Received in office -This. , 193 Clerk. Defendant's Attorney Execution Docket. Cons. A. Page. 33.4.---Plaintiff's Attorney Defendant--Plaintiff. Civil Execution for Costs Against Plaintiff THE STATE OF ALABAMA - Page --CIRCUIT COURT BALDWIN COUNTY Filed ---- Elychon Ller Civil Fee Book ---Mary Costs

AMOS GARRETT.

VS.

MARY MARTIN,

Plaintiff.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

AT IAW.

NO. 334.

Defendant.

DEMURRER.

Comes the Plaintiff in the above styled cause, by his attorney, and demurs to the claim of the Baldwin County Bank on the draft issued by the Aetna Insurance Company, and states and sets forth the following grounds of demurrer:

- 1. From aught that appears, a mere conclusion of the pleader, the Baldwin County Bank did not purchase said draft or become a holder for valuable consideration in any manner to claim any liability on its part.
- 2. From aught that appears, the Baldwin County Bank only accepted this draft for collection purposes mk.
- 3. The Baldwin County Bank is chargable with notice of all writings which appear on the draft and, as stated by the draft itself, states "upon acceptance, pay to the order of Mary Martin and Beebe & Hall, Attorneys."
- 4. Baldwin County Bank's relief is against the prior indorsers of the said draft and from aught that appears in their claim, no demand has been made on the prior indorsers.
- From aught that appears that is no contract relation between the Aetna Insurance Company, of Hartford, Connecticutt and the Baldwin County Bank, existing by virtue of the said draft.
- 6. A draft of itself does not operate as an assignment or any part of the funds to the credit of the drawer with the bank and the bank is not liable to a holder unless and until it accepts and certifies said draft.

For the above stated reasons, Plaintiff humbly asks the Honorable Court to disallow the claim of the Baldwin County Bank.

KKGONDED Suck 8-31

Demurrer

July July 1937 Rabecchi VeryAFOS GARRETT,

Plaintiff,

VS.

MARY MARTIN.

IN THE CIRCUIT COURT OF
BALDWIM COURTY, ALABAMA,

AT LAW,

MO. 534.

Defendant.

Before me, the undersigned, a Hotary Public, in and for Baldwin County, in the State of Alabama, personally appeared S. F. HOLAMS, who is known to me and who having been by me first duly sworn, deposes and says: That he is President of the Baldwin County Bank, a Corporation, and duly authorized and empowered to make this affidavit; that on December 21st, 1936, the Aetna Insurance Company, acting by and through Edgar G. Darling, its State Agent, issued its check, note or bill of exchange, payable to the order of Mary Martin, et al, a copy of which is hereto attached, marked Exhibit "A" and asked to be taken and considered as a part hereof as though herein fully set out; that the said check, note or bill of exchange was, by the payees therein, duly indorsed, transferred and assigned to the Baldwin County Bank on to-wit, December 23rd, 1936; that the said Baldwin County Bank acquired the said check, note or bill of exchange in due course of business for a valuable consideration and without any notice of any claim to the same by Amos Garrett, the Plaintiff, or any other person; that the said check, note or bill of exchange and the said money, to-wit, One thousand (\$1,000.00) doilars, evidenced by the said check, note or bill of exchange, is the proporty of and belongs to the Baldwin County Bank.

BALDWIN COUNTY BANK, a Corporation,

Ву

President.

Sworn to and subscribed before me

Totany Rablic, Baldwin County, Ala.

San Control of the Control

\$1000,00

Claim No. 409756

Birmingham, Ala. December 21, 1936

ARTHA INSURANCE COMPANY Hartford, Conn.

UPON ACCEPTANCE PAY TO THE

ORDER OF MARY MARTIN and BEEBE & HALL, Attorneys

being in full payment, satisfaction, compromise, and discharge of all claims and demands for loss and damage which occurred on or about the 31 day of July, 1932 to property insured under FIRE Policy No. 2557 issued at ROBERTSDALE, ALA-BAMA, Agency, and in consideration of said payment the policy is hereby CANCELLED AND SURRENDERED.

Payable without cost of collection if sent direct to PHOENIX STATE BANK AND TRUST CO. HARTFORD, CONNECTICUT

EDGAR G. DARLING STATE ACENT.

Form H4728

RELEASE

IN CONSIDERATION of payment under this draft all claims and demands whatsoever against the Aetna Insurance Company of Eartford, Connecticut, under the within mentioned policy growing out of the loss and damage referred to are hereby settled, released, and forever discharged.

BEEBE & HALL By H. M. Hall, a member of firm HUBERT M. HALL MARY MARTIN RECORDED Suck 8-30

Dels Jeb 2/931) Delsel, AMOS GAPRETT,

Plaintiff,

VS.

MARY MARTIN,

Defendant

J. S. MEAD, As Attorney for Aetna Insurance Company, AND AETNA INSURANCE CO.,

Garnishees.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALARAMA,

NO. 334.

Now come the Plaintiff, Amos Carrett, the Claimant, Baldwin County Bank, and the Garnishees, J. S. Mead and Aetna Insurance Company, on this 2nd day of February, 1937, and agree that this case will be submitted upon the following agreed statement of fact:

That the statements of fact contained in the answer of Garnishees, filed January 7th, 1937, in this cause, and the statement of the Baldwin County Bank, Claimant, filed in this cause on February 2nd, 1937, are true and correct statements of the facts as they exist, and the statements contained in said documents are by reference incorporated in this agreement, and are made a part hereof as though set out herein in detail.

Done this 2nd day of February, 1937.

Actorney for Amos Carrett.

Attorney for Baidwin County Bank

ittorney for Aetna Insurance Co.

acced for houself

8.31 May Menten

Agreed Arten

Feled Fehrang 2 1931 R&Duch Olump

ALROS GARRETT.

Pleintiff,

VS.

MARY MARYIM,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,

AT LAT.

NO. 334.

Before me, the undersigned a Notary Public, in and for Baldwin County, in the State of Alabama, personally appeared S. F. HOLLES, who is known to me and who having been by me first duly sworn, deposes and says: That he is President of the Baldwin County Bank, a Corporation, and duly authorized and empowered to make this affidavit; that on December 21st, 1936, the Astma Insurance Company, acting by and through Edgar C. Darling. its State Agent, issued its check, note or bill of exchange, payable to the order of Mary Martin, et al, a copy of which is hereto attached, marked Exhibit "A" and asked to be taken and considered as a part hereof as though herein fully set out; that the said check, note or bill of embange was, by the payees therein, duly indorsed, transferred and assigned to the Baldwin County Bank on to-wit, December 25rd, 1956; that the said Baldwin County Bank acquired the said check, note or bill of exchange in due course of business for a valuable consideration and without any notice of any claim to the same by Amos Garrett, the Plaintiff, or any other person; that the said check, note or bill of exchange and the said money, to-wit, one thousand (%1,000,00) dollars, evidenced by the said check, note or bill of exchange, is the property of and belongs to the Baldwin County Bank.

Sworn to and subscribed before me this day of January,

Motery Pulle, Beldwin County,

the not sell droft to Mahren

Charlie contification

AMOS CARRITT,

1 4 C

Plaintiff,

MARY MARYIN,

EALDWIN COUNTY, ALABAMA. AT LAW. MO. 354.

IN THE CIRCUIT COURS OF

Defendant.

STATE OF ALABAMA, I And the second s

I, R. S. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that the following is a true and correct copy of Judge F. W. Hare's order in the above styled case, to-wit:

" 2-15-57: Demurrer to answer of garnishee over-ruled. Claim of Baldwin County Bank established and Carnishment dismissed."

Given under my hand and official seal on this the 15th day of February, 1937.

> Clerk of the Circuit Court, Baldwin County, Alabama.

AMENDED AFFIDAVIT TO GARNISHMENT ON SUMMONS AND COMPLAINT

AMOS GARRETT, Plaintiff,

νs

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

MARY MARTAN, Defendant.

Comes now Orvis M. Brown, Attorney, for Amos Garrett, and with leave of the Court first had and obtained amends his affidavit in the above styled cause, to read as follows:

STATE OF ALABAMA COUNTY OF BALDWIN

Mary Lou Fortenberry, Notary Public in and for Before me Rabert-S.-Duek,-Glerk-of-the-Gircht-Sourt-of Baldwin County, Alabama, personally appeared Amos Garrett, who, being duly, sworn doth depose and say's that, Mary Martan, is indebted to him in the amount of Three Hundred and Ninety and 44/100 (\$390.44)Dollars, and that he has commenced a suit by a summons and complaint on said indebtedness against the said Mary Marton, and that J. S. Mead as Attorney for the Aetna Insurnace Company, and the Aetna Insurance Company itself, is supposed to be indebted or have money in their possession or under their controll, to the said defendant, or to have effects of the said Defendant, Mary Martan, in their possession, or under their controll, and that he believes that process of Garnishment against the said J. S. Mead as Attorny for the Aetna Insurance Company and the Aetna Insurance Company, itself, is necessary to obtain satisfaction of said claim; and that the said J. S. Mead as Attorney for the Aetna Insurance Company, and the Aetna Insurance Company isself 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 to before me this 28th day of December, 1936 A.D.

Notary Public, Baldwin County, Alabama.

amended Affidavit
2000 Dick
8.26

Diled Dec. 28, 1936

G. S. Duck,

Righton
Cluck

THE STATE OF ALABAMA BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we AMOS GARRETT, J. W. BRETT, JR., and H. E. MARKER

HUNDRED DOLLARS, to be paid to the said Mary Martin, her 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 2nd dayof January, 1937.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound Amos Garrett has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Mary Martin the sum of THREE HUNDRED NINETY AND 44/100 DOLLARS, and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to J. S. Mead as attorney for Aetna Insurance Company & the Aetna Insurance Company summoning them to answer what they are indebted to said Defendant Mary Martin, or what effects of said Defendant, Mary Martin, they have in their possession, or under their 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 she 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

-Page Two-

of exemption we, or either of us have nowk or may hereafter have, under the Constitution and Laws of Alabama, and we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

amor Garrett (SEAL)

2713 MULTY (SEAL)

16 Marker (SEAL)

Approved this 2

1937.

day of Jeaning

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Clerk. Ceja Court Bald Davily

Bord RECORD D Duck 8-29

Filed: January 2, 1937 D. S. Defek, Clerk.

THE STATE OF ALABAMA JEFFERSON COUNTY AMOS GARRETT, I PLAINTIFF, Ţ IN THE CIRCUIT COURT OF VS. Ĭ BALDWIN COUNTY, ALABAMA. MARY MARTIN, DEFENDANT. J. S. MEAD, AS ATTORNEY FOR AETNA INSURANCE ! NO. COMPANY, AND AETNA INSURANCE COMPANY, GARNISHEES

And now, on this the 5th day of January, 1937, comes J. S. MEAD, as Attorney for AETNA INSURANCE COMPANY, and AETNA INSURANCE COMPANY by J. S. MEAD, one of its Attorneys, who being duly sworn, deposes and says that he is informed of the facts of this case, is authorized to make this answer, and for answer to said garnishment, says that at the time of service of said Writ of Garnishment, and at the time of making this answer, and at all intervening times, said garnishees were not indebted to said defendant, Mary Martin, and that they will not be indebted in the future to said defendant by contract then or now existing; that they will not be liable to said defendant for delivery of personal property, or for payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and said garnishees have not in their possession or under their control money or effects belonging, to said defendant, except as follows, to-wit:

The Garnishees herein further answer and saith: That

heretofore AETNA INSURANCE COMPANY issued its policy of fire insurance, number 2537, to the said defendant, Mary Martin, covering a certain dwelling and household, kitchen furniture, and personal effects belonging to the said defendant situated at Robertsdele, Alabama;

And that on to-wit, November 8th, 1932, said defendant entered suits against AETNA INSURANCE COMPANY in the Circuit Court of Baldwin County, Alabama, seeking to recover upon said policy by reason of a fire that had meanwhile occurred, destroying and damaging the subjects of said insurance;

And that on the 16th day of April, 1936, said suits, there being two, numbers 9744 and 9750, were tried in said court and said trial resulted in judgments being entered against the AETNA INSURANCE COMPANY in an amount aggregating Seventeen Hundred Sixty (\$1760.00) Dollars, and that thereafter, said suits were by AETNA INSURANCE COMPANY appealed to the Court of appeals of Alabama, and that while pending appeal, said defendant and AETNA INSURANCE COMPANY agreed to settle and compromise said suits and did, on to-wit, the 23rd day of December, 1936, settle and compromise said suits, AETNA INSURANCE COMPANY agreeing to pay in consideration therefor the sum of One Thousand (\$1000.00) Dollars, and that a written instrument was drawn up and executed on the 23rd day of December, 1936 by and between defendant, AETNA INSURANCE COMPANY, and H. M. HALL, of BEEBE & HALL, defendant's attorneys of record, stating the terms of said compromise and settlement.

And that J. S. MEAD, in payment of the consideration for the settlement, delivered to the said HUBERT M. HALL, a draft signed by EDGAR G. DARLING, as State Agent for the AETNA INSURANCE COMPANY, as drawee and drawn upon AETNA INSURANCE

COMPANY at its office at Hartford, Connecticut, said draft being made payable to said defendant and her attorneys, Beebe & Hall, and that said draft was delivered to the payees therein named as full and complete satisfaction of the judgments hereinabove described and was received by them as such;

And that subsequent to the delivery of said draft as aforesaid, the said J. S. MEAD was served with a Writ of Garnishment directed to him in this cause, which said Writ of Garnishment was served upon him on the 25rd day of December, 1936;

And that on to-wit, the 28th day of December, 1936, the Writ of Garnishment issued in this cause directed to AETNA INSURANCE COMPANY was served on an agent of said company;

And that immediately thereafter the office of AETNA INSURANCE COMPANY at Hartford, Connecticut was advised by telegraph of the fact of the service of the Garnishment Writ and subsequent to that date, the draft herein described was presented to AETNA INSURANCE COMPANY and payment of said draft upon presentment was refused;

And that the Garnishees herein are advised and have notice of the fact that, on to-wit, the 23rd day of December, 1936, said draft herein described was hypothecated and endorsed by the payees therein named to BALDWIN COUNTY BANK of Bay Minette, Alabama, for a valuable consideration, and that said Bank being then owner and holder of said draft, sent the same through the regular commercial channels for presentment to AETNA INSURANCE COMPANY, and that the garnishees herein are advised that the said BALDWIN COUNTY BANK has made demand

through the presentment of said draft and will hereafter make further demand upon AETNA INSURANCE COMPANY for the payment of said draft, and insists that the obligation expressed in said draft and created thereby is its property;

And that said draft above described was issued by an agent of AETNA INSURANCE COMPANY having the express authorization and authority from AETNA INSURANCE COMPANY to execute and deliver said draft in the manner and form in which said draft was executed and delivered.

WHEREFORE, the garnishee, AETNA INSURANCE COMPA NY says that it is indebted by reason of the execution and delivery of the draft hereinabove described, but does not know whether or not it is indebted to the defendant herein, or to said BALDWIN COUNTY BANK, and prays that notice of these proceedings be served upon said BALDWIN COUNTY BANK, as is provided by law in such cases, and that the BALDWIN COUNTY BANK be reguired to come into this court and propound its claim to said money.

Having fully answered said garnishment, the garnishees pray to be dismissed with their reasonable costs for making this answer.

S. MEAD; for himself TWA INSURANCE COMPANY.

(L.S.)

Sworn to and subscribed before me day of January, 1937. on this

IN THE CIRCUIT COURT OF BALDWIN GOUNTY, ALABAMA .

* * * * * * * * * * * * * * * *

AMOS GARRETT,

PLAINTIFF,

VS.

MARY MARTIN,

DEFENDANT

J. S. MEAD, AS ATTORNEY FOR AETNA INSURANCE COMPANY, and AETNA INSURANCE COMPANY,

GARNISHEES

* * * * * * * * * * * * * * * *

ANSWER OF GARNISHEES

COLEMAN, SPAIN, STEWART & DAVIES

706-719 MASSEY BUILDING

BIRMINGHAM, ALA.

UMMONS AND COMPLAINT	MOORE PRINTING CO., BAY MINETTE. A
HE STATE OF ALABAMA, No	CIRCUIT COURT
o Any Sheriff of the State of Alabama:	*
You are hereby commanded to summon	
	1
appear and plead, answer or demur, within thirty day from the	he service hereof, to the Complaint filed
Circuit Court of Baldwin County, State of Alabama at Bay	Minette, Ala., against
Defendant by	2. 3-35 E. E. B. 18 18 18 18 18 18 18 18 18 18 18 18 18
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Attorney's fee.

Maintiff's Attorney.

No.	O THE STATE OF THE		Latter Addition of the	-	
THE STATE OF ALABAMA BALDWIN COUNTY		RECI	EIVED IN	OFFICE	.,193
CIRCUIT COURT	· · · · ·	T howe		this Writ	, Sherif
AMOS CARRETT,			+ t		
PLAINTIFF	by leavi	ng a conv	of the v	ithin Summ	_ , 193 <u></u> ions and
VS.	Complai	nt with	; ;	1	
MARY MARRIN.					
DEFENDANT			-:		: V
Summons and Complaint					<u> </u>
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Filed, December 23rd, 193 6	. :	· · · · · · · · · · · · · · · · · · ·			
Defendant Lives at					
Pensacole, Florida				: }	
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		-			· · · · · · · · · · · · · · · · · · ·
ORVIS F. HIGHER Plaintiff's Attorney.			:		
Defendant's Attorney					Sheriff,
MOORE PRINTING CO., BAY MINETTE, ALA.	-			, Deputy	Sheriff.

E STATE OF Baldwin Cor		IA, No		IT COURT
e filip Gest			December	23,1936
Any Sheriff of the S	tate of Alaba	· · ·		
Any Buerni of the o	tate of Mass			
You are hereby comm		WARV MARFIT	vi	
you are nereby comm	anded to summ	OII . Billiana . Indiana .		
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pear and plead, answer of Baldwin	County, State	of Alabama at Bay Mir	nette, Ala., against	
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ARY MARTIN	County, State  Defer	of Alabama at Bay Mir	ette, Ala., against	
ARY MARTIN	County, State  Defer	of Alabama at Bay Mir idant by Plaintiff day of December	ette, Ala., against AMOS GARRET	P 03.16
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ircuit Court of Baldwin ARY MARTIN  Witness my hand this	County, State Defer	of Alabama at Bay Mindant by Plaintiff day of December	ette, Ala., against AMOS GARRET' er I	7 93.6

Promissory waive note made by her on the 20th day of May, 1935, and

payable on the 20th day of May, 1936, with interest thereon, and

Attorney's fee.

Min M. Plaintiff's Attorney.

CIRCUIT COURT  MOS GARRETT,  PLAINTIFF  VS.  MARY MARTIN,  DEFENDANT  Summons and Complaint  1, December 23rd, 1936  Defendant Lives at	
PLAINTIFF_ VS.  MARY MARTIN,  DEFENDANT_  Summons and Complaint  1, December 23rd, 193 6	
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## CIRCUIT COURT

## Baldwin County The State of Alabama,

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	BYWYCKEELING:	THE STATE OF ALA	TO ANY SHERIFF OF

Clerk.

Circuit Court of Baldwin County

Execute this 28th clay of December 1931 By serving a - Ropry of the Currings of the acting Insurance Company. MHWilkins Shings By W. P. Duranosto

Plaintiff's Attorney

Moore Printing Co. :::: Bay Minette, Ala. BOND

## THE STATE OF ALABAMA, Baldwin County.

### CIRCUIT COURT.

KNOW ALL MEN BY THESE PRESENTS:

That we,
are held and firmly bound unto
in the sum of DOLLARS,
to be paid to the said.
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
The domain of the 1750 to 05186101 to 05187 1220
ha commenced suit in the Circuit Court of said County by summons and complaint, which have
issued from said Court, to recover of said
the sum of
and ha on the day of the date hereof, prayed that Writ of Garnishment issue out of
said Court to
summoningto answer what indebted to said Defendant,
or what effects of said Defendant,
inpossession, or under 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 Defendantall such costs and damages as
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
hereby severally certify that
(Seal)
(Seal)
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Approved this
Approved this, Clerk.

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	in and for	r said Cou	nty, pe	rsonally ap	peare	ed	Amos G	arret	t		, , , , , , , , , , , , , , , , , , , ,	
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AMOS GARRETT,

IN THE CIRCUIT COURT OF

Plaintiff,

BALDWIN COUNTY, ALABAMA,

VS.

MARY MARTIN,

AT LAW.

Defendant.

NO. 334.

TO: AMOS GARRETT, PLAINTIFF, AND ORVIS M. BROWN, ATTORNEY OF RECORD FOR THE PLAINTIFF.

Notice is hereby given that a special motion will be filed by the Defendant, in the above styled cause, to Honorable F. W. Hare, Judge of the Circuit Court of Baldwin County, Alabama, at his office in Monroe-ville, Monroe County, Alabama, on the day of January, 1:30 Pm.

1937, to dismiss or quash the garmishments heretofore issued in the above styled cause against J. S. Mead, as Attorney for the Aetna Insurance Company, and the Aetna Insurance Company; that a copy of said motion is hereto attached.

Dated this 30 day of December, 1936.

Attorney for the Defendant.

AMOS GARRETT,

Plaintiff,

VS.

MARY MARTIN,

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,

AT LAW,

NO. 334.

Defendant.

And now comes the Defendant, by and through her Attorney, and appears specially and for the sole and only purpose of filing this motion to quash the garnishments issued in this cause against J. S. Mead, as Attorney for the Aetna Insurance Company, and the Aetna Insurance Company, and for grounds thereof says:

FIRST: That the garnishments issued were in aid of a pending suit and were illegally issued.

SECOND: That the garnishments issued were in aid of a pending suit and were improperly issued.

THIRD: That the said garnishments were illegally issued.

FOURTH: That the said garnishments were improperly issued.

FIFTH: That the said garnishments were in aid of a pending suit and no bond was made authorizing the issuance thereof.

SIXTH: That the garnishments were issued without a bond being given by the Plaintiff.

All of which the Defendant is ready and able to verify and therefore prays judgment of the Court that the said garmishments issued against J. S. Mead, as Attorney for the Aetna Insurance Company, and the Aetna Insurance Company be forthwith quashed and dismissed.

Attorney for the Defendant.

and the garnishment dismissed unless withins days from this date a good and sufficient tound is filed & affirmed as required by land.

This 2nd January 1937.

It Where July

Duck. 8-27

NOTICE AND MOTION.

AMOS GARRETT,

Plaintiff;

VS.

MARY MARTIN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW,

NO. 334.

Filed Dec. 30, 1936 R. S. Duck, Clerks

Executed this 30th day of Dic, 1936 by leaving a copy; Omos Garrett

M. H. Wilkins W. P. Dickworth

# The State of Alabama, Baldwin County

### CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETING:

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against	Whereas	Amos.	Garreit.	· · · · · · · · · · · · · · · · · · ·		
for the sum of Three Eundred Ninery & 44/100 Dollars and whereas, the said  Aros. Genrett  has entered into bond, and made affidavit as required by law that the said  J. S. Mead, Attorney for Astna Insurance Company  or has money in his possession which belongs to said Marris indebted to in the sum of Three Eundred Minety & 44/100  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 S. Mead. as Attorney for Astna Insurance Company  is believed to be chargable as garnishee in the cause.  YOU ARE THEREFORE, commanded to summon the said J. S. Mead. as Attorney for Astna Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on 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 garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 2014	has commenced suit by S	ummons and	l Complaint	returnable to th	ne next term of	the Circuit Court
for the sum of Three Eundred Ninery & 44/100 Dollars and whereas, the said  Aros. Genrett  has entered into bond, and made affidavit as required by law that the said  J. S. Mead, Attorney for Astna Insurance Company  or has money in his possession which belongs to said Marris indebted to in the sum of Three Eundred Minety & 44/100  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 S. Mead. as Attorney for Astna Insurance Company  is believed to be chargable as garnishee in the cause.  YOU ARE THEREFORE, commanded to summon the said J. S. Mead. as Attorney for Astna Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on 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 garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 2014	of said County, against	- Mary	Mertin			tank amang ang ang ang ang ang ang ang ang ang
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has entered into bond, and made affidavit as required by law that the said  J. S. Mead, Attorney for Aetna Insurance Company  or has money in his possession which belongs to said Mar is indebted to in the sum of Three Hundred Minety, & 44/100  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 J. S. Mead, as Attorney for Aetna Insurance Company  Aetna Insurance Company  YOU ARE THEREFORE, commanded to summon the said J. S. Mead, as Attorney for Aetna Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on 192, then and there to answer, upon eath, 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 garnishment 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 property, and whether you bave not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 2374 day of December 1566	for the sum of Three	Hundred	Ninety &	44/100	Dollars and	whereas, the said
has entered into bond, and made affidavit as required by law that the said  J. S. Mead, Attorney for Aetna Insurance Company  or has money in his possession which belongs to said Mar is indebted to in the sum of Three Hundred Minety, & 44/100  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 J. S. Mead, as Attorney for Aetna Insurance Company  Aetna Insurance Company  YOU ARE THEREFORE, commanded to summon the said J. S. Mead, as Attorney for Aetna Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on 192, then and there to answer, upon eath, 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 garnishment 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 property, and whether you bave not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 2374 day of December 1566		Amos G	· ·			
J. S. Mead, Attorney for Aetha Insurance Company  or has money in his possession which belongs to said Maris indebted to in the sum of Ibres Eundred Kinety & 44/100  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 J. S. Mead, as Attorney for Aetha Insurance Company  is believed to be chargable as garnishee in the cause.  YOU ARE THEREFORE, commanded to summon the said J. S. Mead, as Attorney for Aetha Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on them 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 garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 237d day of December , 1660		. • • • • <del>• • • • • • • • • • • • • • •</del>		•••••	• • • • • • • • • • • • • • • •	
or has money in his possession which belongs to said Maris indebted to in the sum of Three Eurograd Minety & 44/100.  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 I. S. Mead. as Attorney for Aetna Insurance Company  Aetna Insurance Company  is believed to be chargable as garnishee in the cause.  YOU ARE THEREFORE, commanded to summon the said I. S. Mead. as Attorney for Aetna Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on term of the Circuit Court, to the holden for the County of Baldwin, on the time of making your answer, or at any time intervening between the time of serving the garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 23rd day of December , 1566			• • • • • • • • • • • • •		• • • • • • • • • • • • • • • • • • • •	
or has money in his possession which belongs to said Maris indebted to in the sum of Three Eurograd Minety & 44/100.  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 I. S. Mead. as Attorney for Aetna Insurance Company  Aetna Insurance Company  is believed to be chargable as garnishee in the cause.  YOU ARE THEREFORE, commanded to summon the said I. S. Mead. as Attorney for Aetna Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on term of the Circuit Court, to the holden for the County of Baldwin, on the time of making your answer, or at any time intervening between the time of serving the garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 23rd day of December , 1566			<b>1</b> • 4			
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judgment as may be recovered by Plaintiff, and that J. S. Mead, as Attorney for Aetna Insurance Company  is believed to be chargable as garnishee in the cause.  YOU ARE THEREFORE, commanded to summon the said J. S. Mead, as Attorney for Aetna Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on 192, 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 garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 23rd day of December 156	or has is indebted to	money in	his pos	session whi	ich belongs	to said Mar
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YOU ARE THEREFORE, commanded to summon the said						
Attorney for Aetna Insurance Company  to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on 192 , 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 garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 23rd day of December , 156			is believed	to be chargable	e as garnishee in	the cause.
to be and appear at the Spring term of the Circuit Court, to be holden for the County of Baldwin, on 192 , 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 garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 23rd day of December , 1550	YOU ARE THERE	EFORE, com	manded to s	ummon the said	lJ_ S. A	lead. as
be holden for the County of Baldwin, on	Attorney for Aet	na Insur	ance Com	pany		•••••
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 garnishment 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 property, and whether you have not in your possession or under your control money or effects belonging to the defendant.  Witness my hand this 23rd day of December , 1520	to be and appe	ar at the	Spring_		term of the	Circuit Court, to
	then and there to answer, at the time of making you garnishment and making will not be indebted to his then existing, you are lia money which may be dispersonal property, and we effects belonging to the d	upon oath, ir answer, of the answer in the futual ble to him for charged by hether you know that the second ant.	whether, at rat any time, you were ure by a control the delivery have not in you	the time of the te intervening the indebted to tract then exist try of personal of personal prour possession	service of this between the tirthe defendant, a sing, and whether property, or for property, or when or under your	garnishment, or me of serving the nd whether, you er by a contract r the payment of ich is payable in control money or
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Executed Pec. 23. 1934

Mo. 8-25

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1. S. Mead Alty. for

Actine dus. Co.

Vs. GARNISHMENT ON SUMMONS

M. N. Wilhers Sheriff By. C. N. anderson D. S.

Issued 23 day of \\ 192\c

Plaintiff's Attorney

Moore Printing Co. ::: Bay Minette, Ala.

## STATE OF ALABAMA, Baldwin COUNTY

# IN THE CIRCUIT COURT

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	Dec	ember Term, 19 36
		Term, 19
	المناسقة الموسود المناسقة	
	ANOD GARCIST	Plaintiff.
	Versus	
the same of the sa	The second of the second secon	The second of the same of the second of the
	TIA RY THARFIN	Defendant.
J. S. Mead, as Attorne	ey for the Aetna Insuranc	e Company, and Defendant.
Aetma Insurance Compar	lv.	Supplied to the state of the st
		Garnishee.
To AFFEMA DESURANCE OF	MIRANY:	
You will take notice that	affidavit having been made in the	above stated cause, that
Aetas	<u> Insurence Company</u>	
SALE SALE SALE SALE SALE SALE SALE SALE		
Company of the Compan		
	the said defendant Mary M	
	control and that <u>Re</u> bel	
satisfaction of said judgment.	· w	
That Writ of Garnishment	has this day been issued to the sa	id <u>Aetne Insuranc</u> e
Compeny	commanding	to be and appear before
the Circuit Court to be holden f	or Baldwin County,	Alabama, and within thirty days
		చికిందా చిరు
after service thereof, then and	there to answer on oath what	indebted to said
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Antigent by Article of Ordered	at the time of se	rvice of this writ of Garmshment.
or at the time of making	answer, and whether	will not be indebted
in future to her by	a contract then existing, and wh	ether <u>15</u> Rave not in
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possession or under	r <u> </u>	al property or things in action be-
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longing to defendant	Marr Marrish	<del></del>
longing to defendant		<del></del>

II John	DED Pensaco
	OF ALABAMA
	COUNT
CIRC	UIT COUR'
amas	Garret

Notice to Defendant of Issuing Garnishment

Filed Dec. 28, 1936 R. S. Duck, Register

(Box 670-2) MARSHALL & BRUCE CO., NASHVILLE

Plaintiff.

Defendant.

Garnishee.

Attorney.

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		:		Sheriff.
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## STATE OF ALABAMA, BALDWIN

___COUNTY

## IN THE CIRCUIT COURT

and the second s			
		December Term, 19.56	
	·	Plaintiff.	
and a superior of the superior	Versus	and the second of the second o	
05	MARY WARRING		
		Defendant.	
J. S. MEAD.	As Attorney for	Aetna Insurance Company.	
		Garnishee.	
To MARY MARTINS			
You will take notice that affi	davit having been made	in the above stated cause, that	
J. S. Mes	d, as Attorney fo	r Aetna Insurance Company,	
NAT CONTRACTOR OF THE CONTRACT			
is supposed to be indebted to the	said defendant Mary	<u>nióral</u>	
	110 m m mm mm m m m m m m m m m m m m m	in his	
or have effects of the said	MICON J. 10 J. A.	10	
possession or under his	control and that ne	believe E that process of gar	<b>:-</b>
· looses in magazine and	ainst said J. S. MeB	Insurance Insurance in Action of Action Insurance Insura	
nishment is necessary ag	amst said	Million Co Colonia	n
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satisfaction of said judgment.			n
	og this day been issued t		
	as this day been issued t	o the said <u>S. S. Mead, as Atto</u>	
That Writ of Garnishment ha			<u> </u>
That Writ of Garnishment ha	Company, command	o the said <u>S. S. Mead, as Attor</u>	₽°0
That Writ of Garnishment ha	Company, command	o the said <u>S. S. Mead, as Atto</u>	₽°0
That Writ of Garnishment has ev for A the Insurance the Circuit Court to be holden for	<u>Company,</u> command	o the said <u>S. S. Mead, as Attor</u>	e e
That Writ of Garnishment has ever for A. the Insurance the Circuit Court to be holden for after service thereof, then and the	Company, command	o the said S. S. Mead, as Attording line to be and appear before County, Alabama, and within thirty days that helds indebted to said	e e
That Writ of Garnishment has ever for A. the Insurance the Circuit Court to be holden for after service thereof, then and the	Company, command	o the said <u>S. S. Mead, as Attor</u> ding <u>Ris</u> to be and appear before County, Alabama, and within thirty days	e e
That Writ of Garnishment has ever for A the Insurance the Circuit Court to be holden for after service thereof, then and the Defendants	Company, command  Ealdwin ( ere to answer on oath w  at the tir	o the said S. S. Mead, as Attording line to be and appear before County, Alabama, and within thirty days that helds indebted to said	e e s
That Writ of Garnishment has ever for A time Insurance.  the Circuit Court to be holden for after service thereof, then and the Defendants  or at the time of making	Company, command  Baldwin ( ere to answer on oath w  at the tir	o the said S. S. Mead, as Actording him to be and appear before County, Alabama, and within thirty days what he is indebted to said me of service of this Writ of Garnishment ether he will not be indebted	e s d
That Writ of Garnishment has ever for A time Insurance.  the Circuit Court to be holden for after service thereof, then and the Defendants  or at the time of making	Company, command  Baldwin ( ere to answer on oath w  at the tir	o the said S. S. Mead, as Action ding him to be and appear before county, Alabama, and within thirty days that he indebted to said me of service of this Writ of Garnishment ether he will not be indebted	e e d
That Writ of Garnishment has ever for A time Insurance.  the Circuit Court to be holden for after service thereof, then and the Defendant or at the time of making in future to Defendant by a	Company, commander of the contract then existing,	o the said S. S. Mead, as Actording him to be and appear before County, Alabama, and within thirty days what he is indebted to said me of service of this Writ of Garnishment ether he will not be indebted	e s d
That Writ of Garnishment has ever for A that The Insurance the Circuit Court to be holden for after service thereof, then and the Defendant or at the time of making in future to Defendant by a possession or under a service that the possession or under a service thereof the holden for a service thereof, then and the perfendant or at the time of making the possession or under a service thereof the properties of the service thereof the perfect that the properties of the properti	Company, command  Baldwin ( ere to answer on oath we at the tire  at the tire  contract then existing, and whe contract then existing, and where the contract then existing and the contract the cont	o the said said as Actording to be and appear before County, Alabama, and within thirty days that he indebted to said ne of service of this Writ of Garnishment ether will not be indebted and whether will not be indebted has and whether have not in half or real property or things in action be	e s d
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That Writ of Garnishment has ever for A that Insurance the Circuit Court to be holden for after service thereof, then and the Defendant or at the time of making in future to Defendant by a has possession or under longing to defendant a Mary Reservice thereof Garnishment has been also be a longing to defendant a longing	Company, command  Baldwin ( ere to answer on oath we at the time)  at the time  contract then existing, and who contract then existing, and who contract then existing, and contract then existing.	o the said said as Actording to be and appear before County, Alabama, and within thirty days that he indebted to said ne of service of this Writ of Garnishment ether will not be indebted and whether will not be indebted has and whether have not in half or real property or things in action be	e s d
That Writ of Garnishment has ever for A that Insurance the Circuit Court to be holden for after service thereof, then and the Defendant or at the time of making in future to Defendant by a has possession or under longing to defendant a Mary Reservice thereof Garnishment has been also be a longing to defendant a longing	Company, command  Baldwin ( ere to answer on oath we at the time)  at the time  contract then existing, and who contract then existing, and who contract then existing, and contract then existing.	o the said S	e s d d

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10	ARY WARTIN	<b>3</b>
J. S	. HEAD, As a Insuranc	Defendant. Attorney for
AULD	u ansuranc	Garnishee.
No.	otice to Defen Garnis	dant of Issuing hment
File	d Dec. 2 S. Duck	3, 1936
		Clerk
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(Box 670-2) MARSHALL & BRUCE CO., NASHVILLE

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## STATE OF ALABAMA, BALDWIN COUNTY

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# IN THE CIRCUIT COURT

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					De	cember		Term, 19.36	
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(4) ₁ 334 1	*******							Plaintiff.	.
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anger Arten				MARY MA	RTIN,			Defendant.	
75 2 36 26 31									
**************************************		J. S. 1	ÆAD, A	s Attorn	ey for Ae	tna Insur	ance Com	pany, Garnishee.	
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To MAK	Z MAKT.	IN:	***************************************						
You	will tal	ce notice th	at affida	vit having b	een made in	the above st	ated cause,	<b>t</b> hat	
		J. S.	. Mead,	as Atto	rney for	Aetna Ins	urance C	ompany,	
Sec. or Sec. o		An a v		a 3	* *** ****	nz,			
)*************************************		* 37			12 A	e professioner en	***************************************		
is suppos	ed to be	indebted	to the sa	id defendar	ıt Mary M	artin	· · · · · · · · · · · · · · · · · · ·		
or have e	ffects of	the said	Mary N	lartin	a a a a de la companya de la company		in .	his	
possession	a or und	er his	со	ntrol and th	at <u>he</u>	believe S	that p	process of gar-	
nishment	is	necessa	ary agair	nst said J.	S. Mead,	Attorney	for Aet	Insuranc na to obtain	
satisfaction	on of sa	id judgmer	nt.						
Tha	t Writ o	f Garnishm	ent has t	this day bee	n issued to t	he saidग्रेन	S. Mead	, as Attor	n
ey for	. A_tn	a Insura	ance Co	mpany.,	commandin	g him	to be and	appear before	
the Circu	it Court	to be noide	en 10r	. <u>02.10</u>		ncy, Alabam	a, and with	in thirty d <b>ay</b> s	
after serv	rice ther	eof, then a	and there	to answer	on oath wha	t he i	sind	debted to said	
e ou la company de la comp La company de la company de	Defe	ndant			at the time	of service of	this Writ of	Garnishment.	
47	time of	w a lein a	70 ° 0	ancwa:	r and whath	er ho	will no	t be indebted	
or at the	time of	making		answe	i, and wheth	CI	WIII IIC	has	
in future	to <u>Def</u>	endant	by a co	ntract then	existing, and	l whether	he	. have not in	:
hīs	posse	ession or u	nder	his cont	rol personal	or real prope	rty or thing	s in action be-	
longing t	o defen	dant <u>M</u> a	ary Mar	tin		***************************************			
Wit	ness my	hand this	the	23rd da	y of <u>De</u> c	ember	, 193	6.	
					***************************************	Q & L	Juck	, Clerk.	

### **STATE OF ALABAMA**

Baldwin COUNTY

### CIRCUIT COURT

AMOS GARRETT,

Plaintiff.

VS.

MARY MARTIN,

J. S. MEAD, As Attorney for Actna Insurance Company.

Garnishee.

Notice to Defendant of Issuing Garnishment

Diled Des. 23, 1936 R. S. Duck

Owiz m. Brown/ Attorney.

(Box 670-2) MARSHALL & BRUCE CO., NASHVILLE

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## STATE OF ALABAMA, Baldwin COUNTY

# IN THE CIRCUIT COURT

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			-a-		December	Term, 19 36
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	:		AMOS	GARRETT	;	Plaintiff.
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locus)			MARYSM	אדייאמ		
J. S. Mead	31 L				urance Comp	Defendant.
23	400	1				
4						Garnishee.
To AFTNA	INSTIRANC	E COMPANY				
	10   10   10   10   10   10   10   10		<i>‡.</i>			
You will t	ake notice	that affidavit	having b	een made	in the above st	ated cause, that
		etna Insu	rance C	ompany	***************************************	
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is supposed to	be indebte	d to the said	defendan	nt I	Martin	======================================
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or have effects	of the said	With J.	AVISCOL V. Jaka	*******************		IU
possession or un	nderi	ts cont	rol and th	at <u>he</u>	believe S	that process of gar-
michmont is	naca	ccami accainct	said	Aetna I	Insurance Co	mpany to obtain
msnment is		SSALY ASALIASO				
satisfaction of	said judgn	ent.				
That Writ	of Garnis	nment has thi	s <b>day be</b> e	n issued t	o the said	Aetna Insurance
Comp	ອກາ					
				comman	dingit	to be and appear before
the Circuit Cou	rt to be ho	den for	Baldwir	<u> </u>	County, Alabam	a, and within thirty days
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after service th	ereof, thei	and there t	o answer	on oath w	nat	is indebted to said
Mary Mar	tin			at the tir	ne of service of	this Writ of Garnishment.
an at the time	of making	ite	answei	r. and wh	ether it	will not be indebted
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Witness m	y hand th	is the28t	ih da	y ofDe	cember	, 19_36
					Q. S. d	uck, Clerk.

STATE OF ALABAMA  COUNTY CIRCUIT COUR4	No	
	STATE OF	ALABAMA
CIRCUIT COUR4		COUNTY
	CIRCUIT	r court
gues garrett	Ques y	2220
Plaintiff. vs.	V.	
Drary martin		
	the nary 7	narlin

Tim Defendant.

Garnishee.

Notice to Defendant of Issuing Garnishment

Filed Dec. 28, 1936. R. S. Duck Register

(Box 670-2) MARSHALL & BRUCE CO., NASHVILLE

Attorney.

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on t	he .	······································	day of .	<u>.</u>	*********	, 19
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