

334

AMOS GARRETT,

Plaintiff,

VS.

MARY MARTIN,

Defendant,

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

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 de-

fendant, 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 (\$1760.00) 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 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;

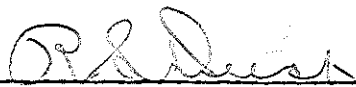
And that the Garnishees herein are advised and have notice of the fact that, on to-wit, the 23rd day of December, 1936, said draft herein described was hypothecated and endorsed by the payees therein named to Baldwin County Bank of Bay Minette, Alabama, for a valuable consideration, and that said Bank 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.

A handwritten signature in cursive script, appearing to read "R. S. Deane", is written over a horizontal line.

Circuit Clerk.

(Original)

RECORDED

*Duck*  
8-29

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  
R. S. Duck, Clerk.

Executed 1-28- 1937  
by serving copy of within ~~summons~~  
Complaint on

S. F. Holmes, Pres.  
Baldwin County Barb.

M. H. Wilkins Sheriff  
By C. V. Anderson Deputy Sheriff

THE STATE OF ALABAMA,  
Baldwin County.

No. 334 CIRCUIT COURT  
August Term,

-----August-----Term, 1938-----

**To Any Sheriff of the State of Alabama, Greeting:**

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

Amos Garrett Plaintiff in the suit,  
you cause to be made the sum of \$27<sup>10</sup> Dollars,

costs of suit, created by said Plaintiff, for that, whereas, on the 15 day of August 1935, the said Plaintiff, recovered by the Judgment of the said Circuit Court of said County, against Harshman & plaintiff.

to the suit, the sum of Twelve with Costs of Court Dollars, Defendant.

besides \_\_\_\_\_ Dollars, costs of suit ;

~~upon 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 24 day of January 1939

A. S. Duch Clerk

[illegible]

THE STATE OF ALABAMA,  
Baldwin County.

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

o'clock ----- M., this 13 day of Feb 1939 Levied

By virtue of the within execution I have  
Collected the within named Costs and  
Except \$7.50 which was waived by  
M.H. Wilkins as his part of said Costs  
and Paid \$19.60 to R.S. Duck Clerk

W.R. Stuart

Sheriff

By John P. Davis.

Sheriff

COLLECTION COSTS FROM

The State of Alabama, {  
BALDWIN COUNTY

I hereby certify that the within  
and costs in this case are correct, and there was  
waiver of exemption as to personal pro-  
perty under the Constitution and Laws of Ala-  
bama.

This ----- day of ----- 193-----

Clerk.

Received in office -----

1-24-1939

W.R. Stuart

Sheriff

Sheriff's Execution Docket, Page 756

Sheriff's Fee Book, 17 Page

No. 334

Page

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT

Anne Garrett,

Plaintiff--

vs.

Mary Martin, et al.,

Defendant--

Civil Execution for Costs  
Against Plaintiff

Costs

\$ 29.10

Civil Fee Book

Page

Execution Docket, Page 334

Filed

Sept. 16, 1938

Clerk.

R.S. Duck

Annie M. Pearson

Plaintiff's Attorney

Defendant's Attorney

AMOS GARRETT,

VS.

MARY MARTIN,

Plaintiff,

Defendant.

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

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 *only*.

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.

5. From aught that appears that is no contract relation between the Aetna Insurance Company, of Hartford, Connecticut 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.

  
Pl. Attorney



RECORDED  
Suck  
8-31

Demurren

Filed Feb 3 1937  
R. S. Seely  
V. M.

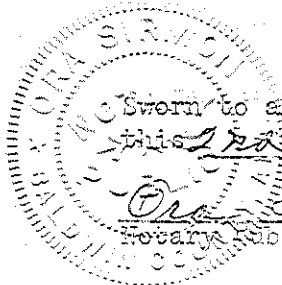
AMOS GARRETT,  
Plaintiff,  
VS.  
MARY MARTIN,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW,  
NO. 534.

Before me, the undersigned, a Notary Public, in and for Baldwin County, in the State of Alabama, personally appeared S. F. HOLMES, 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) dollars, evidenced by the said check, note or bill of exchange, is the property of and belongs to the Baldwin County Bank.

BALDWIN COUNTY BANK, a Corporation,

By *S. F. Holmes*  
President.



Sworn to and subscribed before me  
this 2nd day of January, 1937.  
*Orville L. Simon*  
Notary Public, Baldwin County, Ala.

EXHIBIT "A"

\$1000.00

Claim No. 409756

Birmingham, Ala. December 21, 1936

AETNA INSURANCE COMPANY  
Hartford, Conn.

UPON ACCEPTANCE PAY TO THE

ORDER OF MARY MARTIN and BEEBE & HALL, Attorneys

~~XXXXXXXXXXXX~~ ONE THOUSAND & NO/100 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~DOLLARS

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. 2537 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 AGENT.

Form H4728

RELEASE

IN CONSIDERATION of payment under this draft all claims and demands whatsoever against the Aetna Insurance Company of Hartford, 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 E. M. Hall, a member of firm  
HUBERT M. HALL  
MARY MARTIN

RECORDED

*Duck*

*L-30*

*Filed Feb 2 1937*  
*R. S. Neel*  
*Clerk*

AMOS GARRETT,

Plaintiff,

VS.

MARY MARTIN,

Defendant,

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

NO. 334.

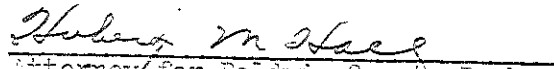
J. S. MEAD,  
As Attorney for Aetna  
Insurance Company,  
AND AETNA INSURANCE CO.,  
Garnishees.

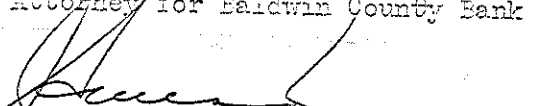
Now come the Plaintiff, Amos Garrett, the Claimant, Baldwin County Bank, and the Garnishees, J. S. Mead and Aetna Insurance Company, on this 2nd day of February, 1937, and agree that this case will be submitted upon the following agreed statement of fact:

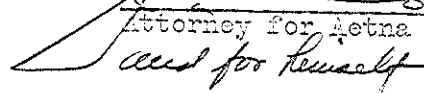
That the statements of fact contained in the answer of Garnishees, filed January 7th, 1937, in this cause, and the statement of the Baldwin County Bank, Claimant, filed in this cause on February 2nd, 1937, are true and correct statements of the facts as they exist, and the statements contained in said 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.

  
Attorney for Amos Garrett.

  
Attorney for Baldwin County Bank

  
Attorney for Aetna Insurance Co.

  
and for himself

Duck

8-31

Amos Garrett

v

Wm. Norton

Agnes Astor  
7 Jacks

Filed February 2 1937  
R. L. Duck  
Alaska

AMOS GARRETT,

Plaintiff,

VS.

MARY MARTIN,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW,

NO. 334.

Before me, the undersigned a Notary Public, in and for Baldwin County, in the State of Alabama, personally appeared S. F. HOLMES, 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 herof 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) 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,  
1937.

Notary Public, Baldwin County,  
Alabama.

*did not all draft to Holmes  
Mr. Holmes  
Accepted*

AMOS GARRETT,

Plaintiff,

VS.

MARY MARTIN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 334.

STATE OF ALABAMA,

BALDWIN COUNTY.

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:

" 2-15-37: Demurrer to answer of garnishee overruled. Claim of Baldwin County Bank established and Garnishment dismissed."

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

---

Clerk of the Circuit Court,  
Baldwin County, Alabama.

certified



AMENDED AFFIDAVIT TO GARNISHMENT ON SUMMONS AND COMPLAINT

AMOS GARRETT,  
Plaintiff,

vs

IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA.

MARY MARTON,  
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 ~~Robert S. Duck, Clerk of the Circuit Court of~~  
Baldwin County, Alabama, personally appeared Amos Garrett,  
who, being duly, sworn doth depose and say's that, Mary  
Marton, 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 Insurance Company, and the Aetna Insurance Company  
itself, is supposed to be indebted or have money in their  
possession or under their contrroll, to the said defendant, or  
to have effects of the said Defendant, Mary Marton, in their  
possession, or under their contrroll, and that he believes that  
process of Garnishment against the said J. S. Mead as Attorney  
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 itself 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.

Amos Garrett

Sworn to and subscribed to before me this 28th day of  
December, 1936 A.D.

Mary Lou Fortenberry

Notary Public, Baldwin County,  
Alabama.

Amended Affidavit

RECORDED  
Duck  
8-26

Filed Dec. 28, 1936

R. S. Duck, ..

Registered  
Clerk

BOND

THE STATE OF ALABAMA  
BALDWIN COUNTY

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

are held and firmly bound unto Mary Martin in the sum of EIGHT 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 day of 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.

Amos Garrett (SEAL)

J N Britt Jr (SEAL)

W E Marker (SEAL)

Approved this 2. day of January  
1937.

B. Welch, Clerk. *Robert Baldwin*  
*County*

Bond

RECORDED

Subk

8-29

Filed:

January 2, 1937

R. S. Dyer, Clerk.

THE STATE OF ALABAMA     )  
JEFFERSON COUNTY         )

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.

NO. \_\_\_\_\_

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 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 (\$1760.00) 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 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

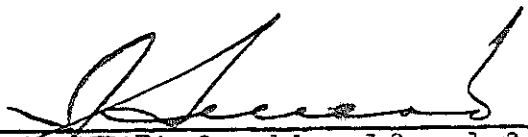


through the presentment of said draft and will hereafter make further demand upon AETNA INSURANCE COMPANY for the payment of said draft, and insists that the obligation expressed in said draft and created thereby is its property;

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.

WHEREFORE, the garnishee, AETNA INSURANCE COMPANY 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 required to come into this court and propound its claim to said money.

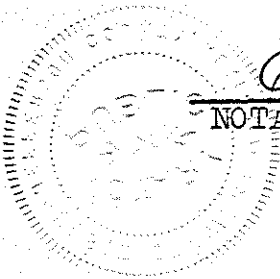
Having fully answered said garnishment, the garnishees pray to be dismissed with their reasonable costs for making this answer.

  
J. S. MEAD, for himself and for  
AETNA INSURANCE COMPANY.

(L.S.)

Sworn to and subscribed before me  
on this 5<sup>th</sup> day of January, 1937.

  
NOTARY PUBLIC



No. 234 *Shuck*  
8-28

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, 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

*Filed Jan 7 1937*  
*Ps Shuck*  
*Shuck*

COLEMAN, SPAIN, STEWART & DAVIES  
706-719 MASSEY BUILDING  
BIRMINGHAM, ALA.

THE STATE OF ALABAMA,  
Baldwin County.

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

CIRCUIT COURT

December 28, 1936

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon

MARY MARTIN

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in  
the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against

MARY MARTIN

Defendant .. by

AMOS GARRETT

Plaintiff .....

Witness my hand this 28th day of December 1936

O. E. Duck

Clerk.

## COMPLAINT

AMOS GARRETT

MARY MARTIN

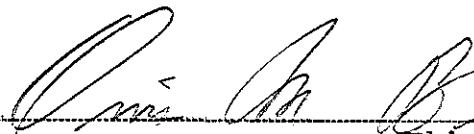
Plaintiff versus

The Plaintiff claims of the Defendant

THREE HUNDRED SEVENTY &amp; 44/100 (\$370.44)

Dollars, due by

Promissory waive note made by her on the 20th day of May, 1936, and  
payable on the 20th day of May, 1936, with interest thereon, and  
Attorney's fee.

  
Plaintiff's Attorney.

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

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

AMOS CARRETT,

PLAINTIFF

VS.

MARY MARTIN,

DEFENDANT

**Summons and Complaint**

Filed, December 23rd, 1936

*R. S. Duck*, Clerk

Defendant Lives at

Pensacola, Florida

ORVIS W. BROWN  
Plaintiff's Attorney.

Defendant's Attorney

MOORE PRINTING CO., BAY MINETTE, ALA.

RECEIVED IN OFFICE

\_\_\_\_\_, 1936

\_\_\_\_\_, Sheriff

I have executed this Writ

this \_\_\_\_\_, 1936

by leaving a copy of the within Summons and  
Complaint with

\_\_\_\_\_, Sheriff.

\_\_\_\_\_, Deputy Sheriff.

THE STATE OF ALABAMA, }  
Baldwin County.

No. \_\_\_\_\_ CIRCUIT COURT

December 23, 1936

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon MARY MARTIN

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in  
the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against

MARY MARTIN Defendant by AMOS GARRETT

Plaintiff

Witness my hand this 23rd day of December 1936C. S. Deak Clerk.

## COMPLAINT

AMOS GARRETTMARY MARTIN

Plaintiff versus

The Plaintiff claims of the Defendant THREE HUNDRED NINTY & 44/100 (\$390.44)0 Dollars, due by

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.

Amos Garrett  
Plaintiff's Attorney.

RECORDED  
8-24  
No. Bay Minette

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

AMOS GARRETT,

PLAINTIFF

VS.

MARY MARTIN,

DEFENDANT

Summons and Complaint

Filed, December 23rd, 1936

O. S. Duck, Clerk.

Defendant Lives at

Pensacola, Florida

ORVIS M. BROWN  
Plaintiff's Attorney.

Defendant's Attorney

MOORE PRINTING CO., BAY MINETTE, ALA.

RECEIVED IN OFFICE

, 193

, Sheriff

I have executed this Writ

this , 193

by leaving a copy of the within Summons and  
Complaint with

Not found in my  
County after Diligent  
search and inquiry  
12/30/36

W. H. Wilkins, Sheriff.

, Deputy Sheriff.

The State of Alabama,  
Baldwin County  
CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas Amos Garrett has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against

for the sum of Three Hundred Ninety & 44/100 Dollars and whereas, the said

Amos Garrett has entered into bond, and made affidavit as required by law that the said

Mary Martin is indebted to him in the sum of Three Hundred Ninety & 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 D. S. Mead, as Attorney for the Aetna Insurance Company, and the Aetna Insurance Company, itself, is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Aetna Insurance Company

to be and appear at the next 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 28th day of December, 1926

Clerk.

Execute this 28th  
day of December 1936  
By serving a copy  
of this within on  
O. K. Cummings  
as agent for or  
of the Aetna  
Insurance Company.

M. H. Wilkins, Sheriff  
By W. R. Duckworth

Duck  
RECORDED  
No. 8-26

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Circuit Court of Baldwin County

---

vs. } GARNISHMENT ON SUMMONS

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Issued 28 day of Dec. 1936

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R. S. Duck, Clerk

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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 \_\_\_\_\_ day of \_\_\_\_\_ 192\_\_\_\_\_

The Condition of the Above Obligation is Such, That whereas, the above bound

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 \_\_\_\_\_ Dollars,

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

summoning \_\_\_\_\_ to answer what \_\_\_\_\_ indebted to said Defendant \_\_\_\_\_,

\_\_\_\_\_ or what effects of said Defendant \_\_\_\_\_, ha \_\_\_\_\_

in \_\_\_\_\_ possession, 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 Defendant... all such costs and damages as \_\_\_\_\_ 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 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 \_\_\_\_\_ have property free from all incumbrance, to the full amount of the above bond.

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 192\_\_\_\_\_

\_\_\_\_\_, Clerk.

THE STATE OF ALABAMA,  
Baldwin County.

Before me, ..... Robert S. Duck, .....

in and for said County, personally appeared ..... Amos Garrett .....

who, being duly sworn, doth depose.... and say.... that Mary Martin is .....

indebted to..... Amos Garrett .....

in the sum of Three Hundred Ninety & 44/100 (\$390.44) ..... DOLLARS

and that he ..... ha s. commenced a suit by summons and complaint on said in-  
debtedness against the said Mary Martin .....

and that J. S. Mead, as Attorney for Aetna Insurance Company is .....

and have money in his possession belonging to Mary Mart  
supposed to be indebted to the said Defendant .....

or to have effects of the said Defendant Mary Martin .....

in his ..... possession, or under his ..... control, and that he ..... believes that pro-

cess of Garnishment against the said J. S. Mead, as Attorney for Aetna Insurance Co.

is necessary to obtain satisfaction of said claim: and that the said J. S. Mead, as Attorney for

Aetna Insurance 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 .....

Mary Martin .....

or other improper motives.

Sworn to and subscribed before me this 23rd day of December 1926

R. S. Duck

Clerk, Circuit Court

RECORDED	116	NO.	THE STATE OF ALABAMA, BALDWIN COUNTY	CIRCUIT COURT	Amos Garrett	PLAINTIFF	TO	Mary Martin	DEFENDANT	Bond and Affidavit in Garnishment on Summons	Filed This 23rd Day of December 1926	R. S. Duck CLERK
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AMOS GARRETT,

Plaintiff,

VS.

MARY MARTIN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

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 Monroeville, Monroe County, Alabama, on the 2 day of January, 1937, to dismiss or quash the garnishments 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.

Hubert M. Hare  
Attorney for the Defendant.

AMOS GARRETT,  
Plaintiff,  
VS.  
MARY MARTIN,  
Defendant.

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

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 Com-  
pany, and for grounds thereof says:

FIRST: That the garnishments issued were in aid of a pend-  
ing suit and were illegally issued.

SECOND: That the garnishments issued were in aid of a pend-  
ing 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 be-  
ing 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 garnishments issued against  
J. S. Mead, as Attorney for the Aetna Insurance Company, and the Aetna Insur-  
ance Company be forthwith quashed and dismissed.

*Rebecca L. Beck*  
Attorney for the Defendant.

*It is ordered that this motion be granted  
and the garnishment dismissed unless within 5 days  
from this date a good and sufficient bond  
is filed & approved as required by law.  
This 2<sup>nd</sup> January 1937.  
J. W. Hare  
Judge*

*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.

*Executed this 30th*  
*day of Dec. 1936*

*by leaving a copy of*  
*the within with*

*Amos Garrett.*

*M. H. Wilkins*

*W. R. Duckworth*

*73 9.66*

*Filed Dec. 30, 1936*  
*R. S. Duck, Clerk*

## The State of Alabama, }

Baldwin County

## CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas Amos Garrett

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court  
of said County, against Mary Martin

for the sum of Three Hundred Ninety & 44/100 Dollars and whereas, the said  
Amos Garrett

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 Mary Martin  
is indebted to in the sum of Three Hundred Ninety & 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

is believed to be chargeable 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, 1926

R. L. Deuch

Clerk.

DECK  
RECORDED

8-25

No. ....

Circuit Court of Baldwin County

vs. } GARNISHMENT ON SUMMONS

Issued 23 day of Dec 1936

Plaintiff's Attorney

Moore Printing Co. Bay Minette, Ala.

Executed Dec. 23, 1936  
by serving copy of the  
within suit on  
J. S. Mead Atty. for  
Actna Ins. Co.

M. H. Wilkins Sheriff  
By C. N. Anderson D. S.

STATE OF ALABAMA, Baldwin COUNTY

## IN THE CIRCUIT COURT

December Term, 19 36AMOS GARRETT

Plaintiff.

Versus

MARY MARTIN

Defendant.

J. S. Mead, as Attorney for the Aetna Insurance Company, and  
Aetna Insurance Company,

Garnishee.

To AETNA INSURANCE COMPANY:

You will take notice that affidavit having been made in the above stated cause, that

Aetna Insurance Companyis supposed to be indebted to the said defendant Mary Martinor have effects of the said Mary Martin in itspossession or under its control and that he believe s that process of gar-nishment is ..... necessary against said Aetna Insurance Company to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said Aetna Insurance  
Companycommanding it to be and appear beforethe Circuit Court to be holden for Baldwin County, Alabama, and within thirty daysafter service thereof, then and there to answer on oath what it is indebted to saidMary Martin at the time of service of this Writ of Garnishment.or at the time of making its answer, and whether it will not be indebtedin future to her by a contract then existing, and whether it has have not inits possession or under its control personal or real property or things in action be-longing to defendant Mary MartinWitness my hand this the 28th day of December, 19 36R. J. Reek, Clerk.



RECORDED  
8-27 No.

*Remond*

STATE OF ALABAMA

COUNTY

CIRCUIT COURT

*Amos Garrett*

Plaintiff.

vs.

*Mary Martin*

Defendant.

Garnishee.

Notice to Defendant of Issuing  
Garnishment

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

Attorney.

Received in office \_\_\_\_\_, 19\_\_\_\_\_

Sheriff.

Executed by serving \_\_\_\_\_  
cop. \_\_\_\_\_ of the within Writ of Garnish-  
ment on the within named.

on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Sheriff.

*Not found in my  
County after Diligent  
Search and inquiry  
12/30/36  
M. H. Wilkins  
Sheriff*

STATE OF ALABAMA, BALDWIN COUNTY

## IN THE CIRCUIT COURT

December Term, 1936AMOS GARRETT,

Plaintiff.

Versus

MARY MARTIN,

Defendant.

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

Garnishee.

To MARY MARTIN:

You will take notice that affidavit having been made in the above stated cause, that

J. S. Mead, as Attorney for Aetna Insurance Company,is supposed to be indebted to the said defendant Mary Martinor have effects of the said Mary Martin in hispossession or under his control and that he believes that process of gar-nishment is necessary against said J. S. Mead, Attorney for Aetna Insurance Co. to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said J. S. Mead, as Attorn-  
ey for Aetna Insurance Company, commanding him to be and appear beforethe Circuit Court to be holden for Baldwin County, Alabama, and within thirty daysafter service thereof, then and there to answer on oath what he is indebted to saidDefendant at the time of service of this Writ of Garnishment.or at the time of making his answer, and whether he will not be indebtedin future to Defendant by a contract then existing, and whether he has not inhis possession or under his control personal or real property or things in action be-longing to defendant Mary MartinWitness my hand this the 25rd day of December, 19 36R. B. Duck

Clerk.

# STATE OF ALABAMA

Baldwin COUNTY

## CIRCUIT COURT

AMOS GARRETT,

Plaintiff.

vs.

MARY MARTIN,

Defendant.

J. S. MEAD, AS Attorney for  
Aetna Insurance Company.

Garnishee.

### Notice to Defendant of Issuing Garnishment

Filed Dec. 23, 1936  
R. S. Duck,  
Clerk

Attorney.

Received in office ....., 19.....

Sheriff.

Executed by serving .....  
cop..... of the within Writ of Garnish-  
ment on the within named.

on the ..... day of ....., 19.....

Sheriff.

STATE OF ALABAMA, BALDWIN COUNTY

## IN THE CIRCUIT COURT

December Term, 1936AMOS GARRETT,

Plaintiff.

Versus

MARY MARTIN,

Defendant.

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

Garnishee.

To MARY MARTIN:

You will take notice that affidavit having been made in the above stated cause, that

J. S. Mead, as Attorney for Aetna Insurance Company,is supposed to be indebted to the said defendant Mary Martinor have effects of the said Mary Martin in hispossession or under his control and that he believes that process of gar-nishment is necessary against said J. S. Mead, Attorney for Aetna Insurance Co. to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said J. S. Mead, as Attorn-  
ey for Aetna Insurance Company, commanding him to be and appear beforethe Circuit Court to be holden for Baldwin County, Alabama, and within thirty daysafter service thereof, then and there to answer on oath what he is indebted to saidDefendant at the time of service of this Writ of Garnishment.or at the time of making his answer, and whether he will not be indebtedin future to Defendant by a contract then existing, and whether he <sup>has</sup> ~~have~~ not inhis possession or under his control personal or real property or things in action be-longing to defendant Mary MartinWitness my hand this the 25rd day of December, 1936P. S. Duck, Clerk.

**STATE OF ALABAMA**

*Baldwin* COUNTY

**CIRCUIT COURT**

AMOS GARRETT,

Plaintiff.

vs.

MARY MARTIN,

Defendant.

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

Garnishee.

**Notice to Defendant of Issuing  
Garnishment**

*Filed Dec. 23, 1936*  
*R. S. Duck,*  
*Clerk*

*Oliver M. Brown*  
Attorney.

Received in office \_\_\_\_\_, 19\_\_\_\_

Sheriff.

Executed by serving \_\_\_\_\_  
cop. \_\_\_\_\_ of the within Writ of Garnish-  
ment on the within named.

on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Sheriff.

*Not found in My*  
*County after Diligent*  
*search and inquiry*  
*12/30/36*  
*J. H. Williams*  
*Sheriff*

STATE OF ALABAMA, Baldwin COUNTY

## IN THE CIRCUIT COURT

December Term, 19 36AMOS GARRETT

Plaintiff.

Versus

MARY MARTIN

Defendant.

J. S. Mead, as Attorney for the Aetna Insurance Company, and  
Aetna Insurance Company,

Garnishee.

To AETNA INSURANCE COMPANY:

You will take notice that affidavit having been made in the above stated cause, that

Aetna Insurance Companyis supposed to be indebted to the said defendant Mary Martinor have effects of the said Mary Martin in itspossession or under its control and that he believe s that process of gar-nishment is necessary against said Aetna Insurance Company to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said Aetna InsuranceCompany commanding it to be and appear beforethe Circuit Court to be holden for Baldwin County, Alabama, and within thirty daysafter service thereof, then and there to answer on oath what it is indebted to saidMary Martin at the time of service of this Writ of Garnishment.or at the time of making its answer, and whether it will not be indebtedin future to her by a contract then existing, and whether it ~~have~~ <sup>has</sup> not inits possession or under its control personal or real property or things in action be-longing to defendant Mary MartinWitness my hand this the 28th day of December, 19 36.G. S. Duck

Clerk.

No. ....

# STATE OF ALABAMA

.....COUNTY

## CIRCUIT COURT

*James Garrett*

Plaintiff.

vs.

*A. Mary Martin*

Defendant.

Garnishee.

Notice to Defendant of Issuing  
Garnishment

Filed Dec. 28, 1936.  
R. S. DICK, Registered

Attorney.

Received in office ....., 19.....

Sheriff.

Executed by serving .....  
cop..... of the within Writ of Garnish-  
ment on the within named.

on the ..... day of ....., 19.....

Sheriff.