

The State of Alabama, Baldwin County

Circuit Court, January 29th Term, 19 45

eri ja D. Algraphagus saanus .		PLAINT	(FF.		
Robert	E Bell.	Vs.			
	— —,•		•		
्र -		DEFEND	ANT.		
		5			
I, RS	Duck.		, Clerk of the	ae Circuit Court of Bal	ldwin County
Alabama, do hereby certify	v that on the	29th_	đay of	January	19 4 5
was Plaintiff and	Robert E	Bell.			·
e de la companya de La companya de la co				Was	
				Was	Defendant, in
avor of the said Plaintiff a	and against the s	aid Defendant	for the sum o		Defendant, in
avor of the said Plaintiff a			٠		
	One Eu	mderd Fifty	and No/10	0.	- DOLLARS,
and for the sum of	One Eu	mderd Fifty	and No/10	0.	- DOLLARS, DOLLARS,
and for the sum of he costs in said suit and th	One Eu	underd Fifty neg and 85/1 part & Chaso	and No/10	f	DOLLARS,
and for the sum of he costs in said suit and th	One Hu Twenty Or Eythat	underd Fifty neg and 85/1 part & Chaso	and No/10	O.	DOLLARS,
favor of the said Plaintiff a and for the sum of	One Ho	mderd Fifty neg and 85/1 part & Chaso	and No/10	O.	DOLLARS, DOLLARS,

THE STATE OF ALABAMA, CIRCUIT COURT

R. S. Duck,

Personally appeared before me, T.XWONDCHERSON, Clerk of the Circu	uit Court in and for Baldwin County and
State aforesaid John Chason, as Agent and Attorney for Trus	stees Loan & Discount Company
who being duly sworn, on oath says, that a regular January 191	45 Term
of the Circuit Court of Baldwin County, to-wit: on the 29th d	lay of January
1925 , Trustees Loan and Discount Company, a Corporat	
recovered a judgment against Robert E. Bell	
x&mex#wmdxadx#xfky	for the sum of
One-Huddred-Fifty-(\$150.00)	Dollars,
besides costs of suit; that said judgment remains wholly unsatisfied	d and in full force and effect: that
The Alabama Drydock and Shipbuilding Company, a Corp	poration, is
<u></u>	The state of the s
supposed to be indebted to or have effects of the saidRobert EE	·
initspossession, or underits	control, and that he believes process of
Garnishment against saidAlabama-Drydock-and-Shipbuild	
is necessary to obtain satisfaction of said Judgment.	
Sworn to and subscribed this 5th.	the Revon
day of March, A. D. 19.45 Truste	nt and Attorney of ani for the es Loan and Discount Company, oration.

Clerk.

THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT	COURT	BALDWIN	COUNTY
		0.00	_
Januar	У	TER	M, 1945

TO	ANY	SHERIFF	OF	THE	STATE	OF	ALABAMA-GRI	EETING:
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	he 29th day of January , 1945, being a regular day of
aid term, —	Trustees Loan and Discount Company, a Corporation
:	
ecovered jud	gment against Robert E. Bell
A CANADA AND A CAN	
or the sum o	One Hundred Fifty (150.00) Dollars, and cost of suit,
hat process o	taving been made byJohn Chason as Agent for Trustees Loan and Discount f garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the led persons or corporations, viz:
	Alahama Drydock and Shiphuilding Company, A Corporation
1.3	
ias or is belic	ved to have in <u>its</u> possession, or under its control money
or effects belo	nging to said defendant Robert E. Bell or that itis, or
•	be indebted to said defendant. Robert Bell to be liable to them, or to one of them on a
contract for t	ne delivery of personal property; or on a contract for the payment of money which may be the delivery of personal property or which is payable in personal property.
	The state of the s
You	Are Therefore Hereby Commanded to Summon Alabama Drydock And
and the state of the state of	Are Therefore Hereby Commanded to Summon Alabama Drydock And Ilding Company, A Corporation
and the state of the state of	
and the state of the state of	Ilding Company, A Corporation
Shipbu	ilding Company, A Corporation
Shipbu	ear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in within 30 days from the service of this Writ
Shipbu	ear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in
Shipbu to be and app	ear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in within 30 days from the service of this Writ
Shipbu to be and app the city of Ba	ear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in within 30 days, from the service of this Writ y Minette, unthin 20 days, to answer on oath, whether at the time of the service
to be and app the city of Ba then and then of the garnis	ear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in within 30 days from the service of this Writ y Minette, nuthan excession Monday in the court whether at the time of the service hand, or at the time makingits_answer, or at any time intervening the time of serv-
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to be and app the city of Ba then and then of the garnis ing the garni Robert E. I is, or are, lial may be disch whether effects belong Her	ear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in within 30 days from the service of this Writ y Minette. mathematicate and the circuit court for Baldwin County, at the Court House thereof, in within 30 days from the service of this Writ y Minette. mathematicate and the service of this Writ e within the time account and the service of this writ e within the time making its answer on oath, whether at the time of the service of the service of the service of the time and making the answer it was indebted to said defendant sell and whether it will not be indebted in future to said defendant will be a contract then existing it will not be aideded in future to said defendant of the service of personal property, or for the payment of money which arged by the delivery of personal property, or which is payable in personal property, and the has not in its possession or under its control money or ging to the defendant Robert E. Bell ein fail not, and have you then and there this Writ. thess, R. S. DUCK, Clerk of said Court, this 5th. day of March
to be and app the city of Ba then and then of the garnis ing the garni Robert E. I is, or are, lial may be disch whether effects belong	ear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in within 30 days from the service of this Writ y Minette. Baldwin the time of the service within the time of the service have the time making its answer on oath, whether at the time of the service hament, or at the time making its answer, or at any time intervening the time of service hament and making the answer it was indebted to said defendant Bell and whether it will not be indebted in future to said defendant will be a contract then existing, and whether by a contract then existing it defto said defendants for the delivery of personal property, or for the payment of money which arged by the delivery of personal property, or which is payable in personal property, and the has not in its possession or under its control money or ging to the defendant Robert E. Bell ein fail not, and have you then and there this Writ. thess, R. S. DUCK, Clerk of said Court, this 5th. day of March

Circuit Court, Baldwin County

No. 463

TRUSTEES LOAN & DISCOUNT Co.

NO. 463

ALA DRYDOCK & SHIPBUILD

GO.

Returnable day of March.

Returnable day of March.

Altuney.

Trustees Loan & Disc	ounty Company,)	
a Corporation	Plaintiff)	IN THE CIRCUIT COURT OF
•	<u> </u>	BALDWIN COUNTY, ALABAMA
∀s •)	AT LAW
Robert E. Bell	angana badi Pau, ang ggupagagagagagagagagagagagagagagagagan dimu, mananda at mai Jasaga, an ananggagagagagan, dapanda gagaganan, an angan at a	ngaya tapanan ay sa
	Defendant)	

And now comes the Defendant and for answer to the Plaintiff's complaint says:

- 1. The facts therein alleged are untrue.
- 2. The note the suit was on was paid before the commencement of this
- 3. The Plaintiff ought not to recover of the Derenant.

 the time of the filing of said suit, the Plaintiff was indebted to the formula for the Plaintiff in to with Munch 19 the true formula in the sum of \$500.00, which the Defendant claims as a set off

 Taim of the Plaintiff, and prays judgment for the difference.

Beebe & Hall

Attorneys for the Defendant

THE STATE OF AI BALDWIN COU		ase No. -863	3	· -	Jam	CIRCUIT	COURT —Term,	194 5
	e and a community	T) T (•		;		:	
To any Sheriff of the State o	i Alabama, GREET	ING:	:			1	:	
		:	:	. •	:			
You are hereby command	ed to summon SX	XXXXX	S F Ho	lmes.	WR	Stuart	,	i
and Clyde littl	Le.				ei -		;	1
if to be found in your County,	, at the instance of th	he <u>Plai</u>	intiff,				1	
						: 1	:	
to be and appear before the ho	norable, the Judge o	of the Circuit	Court of	Baldwin C	County	, at the Co	urt House	there
						:		ter i
A 1 0 30 11 1 60 6								
of, by 9-30 o'clock of the for	renoon, on the	9th—day	ofJ	anuary			, 1:	94_5_
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and from day to day and to the truth to say, in a certain and Robert E Herein fail not and have	cause pending, whe	d Court unti	il discharg	ged by lav an and: ndant.	w, then	•	e to testif	y, and
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and from day to day and to the truth to say, in a certain and Robert E Herein fail not and have	cause pending, whe	d Court unti	il discharg	ged by lav an and: ndant.	w, then	•	e to testif	y, and

Received in office this 2 day of	ORIGINAL
	No. 863. Page
C. E. Danett SHERIFF	THE STATE OF ALABAMA Baldwin County
I have executed this writ 1/25-145-	CIRCUIT COURT
W. R. Stuart	Trustees Loan & Disc, Co
Clyde Lettle	
	Plaintiff VS.
·	Robert E Bell.
	Defendant
	CIVIL SUBPOENA
	Issued this 25th day of
	Jan 194 5
C. E. Lavery SHERIFF	Clerk.

CIVIL SUBPOENA—ORIGINAL—In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, else he will be barred

Moore Printing Co. Bay Minette, Ala.

The State of	Alabama.	S. D. I	Page No	·	CIRCUIT	COURT	
Baldwin C	• •	Case 1	No. SYSX	Jan		Term	a, 19 4 5
To Any Sheriff of the St	ate of Alabama, GRI	EETING	863.	5 Blusla			
YOU ARE HEREBY O	COMMANDED TO SUMMO	N	Hubert A	Kimbrough	22 S t	Joseph S	it.
mobil	le Ala.						
		:					
							:
if to be found in your Co to be and appear before t by 9.00 o'clock of t	he honorable, the Jud	ge of the	e Circuit Court	of Baldwin Co			
day and term to term of s	said Court until disch	arged by	law, then and	there to testify,	and the trutl	h to say, in	a certain
cause pending, wherein _	Trustee Loar	nd & D	isc, co.	·····			— Plaintiff
and	Robert E Bel	1.			——— Defen	ıdant.	
Herein fail not, and have you the	en and there this Writ.			•			
Given under my hand	and seal, this 23.	day of	January.	12. N	, ₁₉ 45	<u> </u>	91 - 1 921 1 - 14
*				<u> </u>	<u> </u>	1/2	CLERK.

	29
	Mobile Co.
Received in office this day of	original.
Januar 1965	No. 863. Page.
Myloloochele	THE STATE OF ALABAMA
SHERIFF	Baldwin County
I have executed this writ	CIRCUIT COURT
by seming a copy	GIRGOII GOORI
1 August	Trustee Loan & Disc, Co.
Minorougue ens	
the 15th days	
Jan, 194501	Plaintiff
	vs.
	Robert E Bell.
	Defendant
	CIVIL SUBPOENA
	Issued thisday of
	Jan. 19345
my boloveide	Bellied.
more Berusteen &	Clerk.
	1-25-45 0
and the second of the second o	

				•	
STATE OF	F ALABAMA,				
BALDWIN	COUNTY				
		To the state of th			
то	Robert E. Bell		, Defend	dant:	
	OU ARE HEREBY NOTIFIE				
versus	Robert E. Bel			,	•
now pendi	ing in the Circuit Court of I			n which	
	Alabama Drydock and Ship	building Compa	ny, A Corporation	3	
has bee	en named as Garnishee		•		
IN	WITNESS WHEREOF, I	nave hereunto set	my hand and affixed	l my seal on this t	he 5th
day of	.March	, 1945	i Dil	Such	
				Clerk of the C	ircuit Court.

NOTICE $\mathscr{E}(a)$
TO DEFENDANT OF GARNISHMENT
ВУ
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO
<i>:</i>
Plaintiff

3-6-45

. . . .

: 1

STATE OF ALABAMA,							
BALDWIN COUNTY		er e				•	
			:	: :			er Politika Politika
TO Robert E.	Bell			, Defendant			
•							
YOU ARE HEREE	Y NOTIFIED	that a Writ of	Garnishment	has been iss	ued in the	case of	•
	The second second						
Trustees Loan	and Discour	t Company, A	Corporation	*	***************************************	, P	Plaintiff,
		ldwin County /					
now pending in the Circu	it Court of Ba	ldwin County, A	Alabama, Law	Side, in wh	ich		
	St.		,	,		* .	
Alabama Drydo	ck and Shipb	uilding Compa	ny, A Corpo	ration,	,	•••••	••••••
ha been named as Gar			•				
S.				:			
IN WITNESS WE	EREOF I has	re hereunto set	my hand and	offized mar-	2021 am 47a	2 m 47 m	5.1.7
		e nereunto set	my namu amu	amxed my	seal on th	ıs tne	bth
day of	,	194 5.					
iiiaes vaa				Rabe	llh		
				Cl	lerk of the	Circui	it Court.

2 2 JNOTICE 8623
TO DEFENDANT OF GARNISHMENT
ВУ
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
то
,
Plaintiff
Robert & Bell 70 ala. D.S. Barge 16783
Defendant

3-6-45

STATE OF ALABAMA, BALDWIN COUNTY.

IN THE CIRCUIT COURT-LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:-

You are hereby commanded to summon Robert E. Bell to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of Trustees Loan & Discount Company, a corporation.

WITNESS my hand this 252 day of May, 1944

COMPLAINT

TRUSTEES LOAN & DISCOUNT COMPANY, A CORPORATION.

Plaintiff,

VS.

ROBERT E. BELL,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

LAW SIDE.

The Plaintiff claims of the Defendant the sum of One Hundred Sixty-five and 60/100 Dollars (\$165.60) due by Promissory Note made by him on to-wit, August 23, 1943, and payable in equal installments of Forty Dollars (\$40.00), the first of said installments being due on to-wit, September 20, 1943, and a like installment on the 20th of each month thereafter until said sum has been paid in full, which sum of money, together with interest thereon is due and unpaid.

The Plaintiff avers that in, by and as a part of said Note the Defendant waived as to this debt the rights and relief under the Constitution of any exemption laws now in force or hereafter adopted or enacted in the State of Alabama, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further avers that in, by and as a part of said Note the Defendant agreed to pay all reasonable costs including attorneys' fees that may be incurred in collecting or attempting to collect this Note or any part of the same, said Attorneys' fees

to be fixed at 15% of the amount unpaid hereon when placed in the attorneys' hands for collection, if no suit is brought thereon, but if suit is brought said attorneys' fees shall be 15% plus Fifteen Dollars (\$15.00). And the Plaintiff further claims of the Defendant the further and additional sum of Fifty Dollars (\$50.00) as such reasonable Attorneys' fees.

Attorneys for Plaintiff.

