(1293)

MOTION FOR JUDGMENT BY DEFAULT

ST. LOUIS JUNK CO.,

doing business as the SOUTHERN

PIPE & SUPPLY COMPANY ,

IN THE CIRCUIT COURT OF

Plaintiff

BALDWIN COUNTY, ALABAMA

VS.

ROY BEESLEY,

Defendant

Comes the Plaintiff by its attorney and moves the Court to render Judgment by Default against the Defendant in the principal amount of SIX HUNDRED FORTY FIVE & 50/100 DOLLARS (\$645.50), together with interest at the rate of six per cent (6%) per annum from January 15, 1949, plus attorney's fees in the amount of \$96.83.

There is on file an affidavit by an officer of the plaintiff, sworn to before a notary public as to the amount of the indebtedness.

Forest A. Christian,

Attorney for Plaintiff

645.50

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MOTION FOR JUDGMENT BY DEFAULT

ST. LOUIS JUNK CO., doing business as SOUTHERN PIPE & SUPPLY CO.

Plaintiff

vs.

ROY BEESLEY,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Filed 3-21-49 anil reuch Derh

SUMMONS

THE STATE OF ALABAMA,
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA _ GREETING:

You are hereby commanded to summon ROY BEESLEY to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against ROY BEESLEY by the ST. LOUIS JUNK CO., a Mississippi Corporation, doing business as the SOUTHERN PIPE & SUPPLY COMPANY.

Witness my hand this the 5th day of February, 1949.

Alice A. Alucke

COMPLAINT

ST. LOUIS JUNK CO.

doing business as the SOUTHERN

PIPE & SUPPLY COMPANY,

Plaintiff

BALDWIN COUNTY, ALABAMA

AT LAW

ROY BEESLEY.

Defendant

The Plaintiff claims of the Defendant the sum of SIX HUNDRED FORTY FIVE & 50/100 DOLLARS (\$645.50), due by promissory note made by him on the 27th day of December, 1948, and payable on the 15th day of January, 1949, with interest thereon.

In, by and as a part of said note the Defendant waives all right to exemption under the Constitution and Laws of the State of Alabama, or any other State, as to personal property.

The said note provides for a reasonable attorney's fee, which in this case is \$96.83.

Forest A. Christian,
Attorney for Plaintiff

I do hereby guarantee the payment of the court costs and will be personally responsible for them.

The Defendant lives at Foley, Alabama.

Received in Sheriff's Office this day of 1947 TAYLOR WILKINS, Shoriff

Executed 2. 9-49
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mo 1298

SUMMONS & COMPLAINT

ST. LOUIS JUNK CO., Doing business as SOUTHERN PIPE & SUPPLY COMPANY.

Plaint iff

vs.

ROY BEESLEY.

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

FER 3 1949 AUGE & BUCK, Clark

FOREST A. CHRISTIAN
FOLEY, ALABAMA

THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

March TERM, 194 9

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETING:

WHEREAS, At a regular	Cerm, 194. of the Circuit Court of Baldwin County,
to-wit: On the 25th day of March	, 194 9, being a regular day of
said term, St. Louis Junk Comp	any, d/b/a/ Southern Pipe & Supply
recovered judgment against Roy Beesl	e y
and the second of the second o	Dollars, and cost of suit,
and affidavit having been made by Forrest that process of garnishment is believed to be necessar following named persons or corporations, viz:	A. Christian y to obtain satisfaction of such Judgment, and that the
Sarah Benn and G. H. Bor	né e
and the second of the second o	
has at is believed to have in their passe	ssion, or under their control money
•	Ley or that Sarah Benn and G. H. Bonis, or
You Are Therefore Hereby Command Sarah Benn and G. H. Bo	
<u> </u>	•
to be and appear before the honorable the Circuit Con	art for Baldwin County, at the Court House thereof, in
the city of Bay Minette, on the within 30 da	ys nday in A. D. 194,
	, to answer on oath, whether at the time of the service
of the garnishment, or at the time making their	answer, or at any time intervening the time of serv-
ing the garnishment and making the answerth	em was indebted to said defendant
	and G. H. Bonie will not be indebted in future to said defendant
	whether by a contract then existing
	personal property, or for the payment of money which
may be discharged by the delivery of personal prop	erty, or which is payable in personal property, and
whether they has not in their	-possession or under their control money or
effects belonging to the defendant Roy Beesl	.e y
Herein fail not, and have you then and ther	e this Writ.
Witness, & DUCK, Clerk of said Co	urt, thislstday of April
A. D., 194 9. ISSUED 1st	_day ofApril A. D. 194
ATT	`EST:

Mine J. Unche Clerk

Circuit Court,	Baldwin	County
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 N_0 , 1293 $\frac{1}{2}$

St. Louis Junk Co

VS. GARNISHMENT ON JUDGMENT

Roy Beesley Defendant

> Sarah Benn and G. H. Bonie Garnishee

Issued 1st day of april 1949

Returnable day of 194

Attorney.

THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT COURT	BALDWIN	COUNTY
	TER	M, 194

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said term, St. Louis Junk Company, d/b/e/ Southern Presentation of St. Louis Junk Control of Louis Julk Control	WHEREAS, At a regular—25th	Term, 194— of the Circuit Court of Bakarch	aldwin County,
recovered judgment against ROY DESSIEY for the sum of FOUREST A. Unristian Dollars, and cost of suit, and affidavit having been made by that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named programments, with Roy Dessies, or undergoven Berns and Control meeting or effects belonging to said defendant Roy Dessies, or undergoven Berns and Control meeting is believed to be indehed to said defendant or of the blanks of the more which may be discharged by the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property. You Are Therefore Hereby Commanded to Summon to be and appear before the honorable that first case of the garnishment, or at the time making the answer, or at any time intervening the time of service of the garnishment, or at the time making the answer, or at any time intervening the time of service of the garnishment and making the answer. Both and there within the contract them existing, and whether will not be indehed to said defendant by a contract then existing, and whether by a contract then existing is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether has not in the property of personal property, or for the payment of money or effects belonging to the defendant from Poy Dessies on or under control money or effects belonging to the defendant for the delivery of personal property, or or the payment of money or effects belonging to the defendant for the defendant for the payment of money or effects belonging to the defendant for the defendant for the payment of money or effects belonging to the defendant for the defendant for the payment of money or effects belonging to the defendant for the defendant for the payment of money or effects belongin	to-wit: On theda	v of, 194, being a	regular day of
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recovered judgment against for the sum of	said term.		
for the sum of			
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for the sum of Forrest A. Christian Dollars, and cost of suit, and affidavit having been made by that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named paragraph for properties. For the following named paragraph for property. For the following named paragraph for property of the following named paragraph for the following named following named for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property. You Arg. Therefore Hereby Commanded to Summon To be said appear before the honors of the following named for the payment of money which may be discharged by the time making the following named for the following named follow	recovered judgment against	the contract of the contract o	
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A. D., 194 day ofA. D. 194			
ATTEST:	A. D., 194——. 188UED—	•	A. D. 1JT

Wice & Mucha

Circuit	Court,	Baldwin	County

No. 12938

St. Louis Vunk Co

GARNISHMENT ON JUDGMENT

Roy Beesley Defendant

Sarah Bern and G. II. Bonie.

----- day/of--

Returnable____ ∔day of—

Attorney.

Moore Printing Co., Bay Minette, Ala.

NOTICE TO DEFENDANT

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

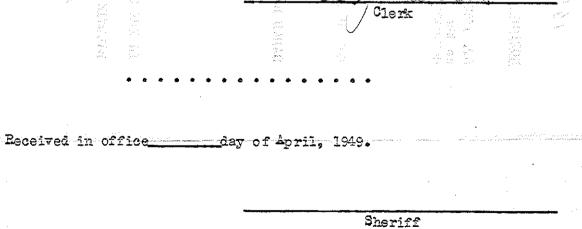
ST. LOUIS JUNK CO., doing business as the SOUTHERN PIPE & SUPPLY COMPANY,	THE STATE OF ALABAMA
Plainti ff	BALDWIN COUNTY
₹\$.	SPRING TERM 1949
ROY BEESLEY,	
Defendant	
SARAH BENN and G. H. BONIE, Agen	t,
Garnishees	

TO ANY SHERIFF OF THE STATE OF ALABAMA _ GREETING:

You are hereby commanded to notify ROY BEESLEY that on the <u>lst</u> day of April, 1949, a writ of garnishment in the above stated case was issued to SARAH BENN and G. H. BONIE, Agent, as garnishees.

And you will return this writ according to law.

Witness my hand this the 1st day of April, 1949.



Executed by serving a copy of the within writ on the ____day of April 1949.

 Sheriff	
Deputy	

1293/2

NOTICE TO DEFENDANT

ST. LOUIS JUNK CO., doing business as the SOUTHERN PIPE & SUPPLY COMPANY,

Plaintiff

VS.

ROY BEESLEY.

Defendant

SARAH BENN and G. H. BONIE, Agent,

Gamishees

IN THE CIRCUIT COURT OF

BALIWIN COUNTY, ALABAMA

AT LAW

FOREST A. CHRISTIAN, Attorney

APR I 1949

ALL TO CONTRACTOR

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MOTICE TO DEFENDANT

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

ST. LOUIS JUNK CO., doing business as the SOUTHERN PIPE & SUPPLY COMPANY.

Plaintiff

TS.

ROY BEESLEY.

Defendant

SARAH BENN and G. H. BONIE, Agent,

MINING COMES

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Garnishees

THE STATE OF ALABAMA

BALDWIN COUNTY

SPRING TERM 1949

TO ANY SHERIFF OF THE STATE OF ALABAMA _ GREEFING:

You are hereby commanded to motify BOY BEESLEY that on the <u>lst</u> day of April, 1949, a writ of garnishment in the above stated case was issued to SARAH BENN and G. H. BONIE, Agent, as garnishees.

And you will return this writ according to law.

Witness my hand this the 1st day of April, 1949.

Marie Cie # 1991

Received in office ____day of April, 1949.

Sheriff

Executed by serving a copy of the within writ on the _____day of April 1949.

Sheriff

Deputy

2018/20100

NOTICE TO DEFENDANT ST. LOUIS JUNK CO., doing business as the SOUTHERN PIPE SUPPLY COMPANY, Departs PI but fr ででい 各四時間 はいるでは ROY BEEFLEY. Defendant SARAH BENN and G. Garnishees, 国語を目的 IN THE CERCUIT COURT BALDVIN COUNTY. 1000 AT IAW

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AFFIDAVIZ ON JUDGARAZ

THE STATE OF ALABAMA, BANDWIN COUNTY.

Personally appeared before me, Gus Schultz, a Notary Public in and for said County Forest A. Christian, who being duly sworm, deposes and saith that the ST. LOUIS JUNK CO., doing business as the SCUTHERN PIPE & SUPPLY COMPANY, on the Soth day of March, 1949, in the Circuit Court of Baldwin County recovered a judgment against Boy Beesley for the sum of SEVEN HAMPRED FORTY ONE & 95/100 DOLLARS (\$741.95) and for the further sum of ELEVEN & 65/100 DOLLARS (\$11.65) cost of suit, and that he believes the process of garmishment is necessary to obtain satisfaction of said judgment, and that SARAH BENN has or is believed to have in her possession or under her control, money or effects belonging to the defendant, or that she is or is believed to be indebted to the defendant, or is to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

Free A Chickers

Sworm to and subscribed before me this the 31 day of Murch

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ST. LOUIS JUNK CO., doing blandiness as SOUTHERN PIPE & SUPPLY COMPANY,

Plaintiff #

VS.

ROY BEESLEY,

Defendan t

SARAH BENN.

Garnishee

IN THE CIRCUIT COURT OF

BALDVIN COUNTY, ALABAMA

AT LAW

1000 (1000)

AFFIDAV IT ON JUDGMENT

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Personally appeared before me, Sus Schultz, a Notary Public in and for said County Forest A. Christian, who being duly sworm, deposes and saith that the ST. LOUIS JUNK CO., doing business as the SOUTHERN PIPE & SUPPLY COMPANY, on the 50th day of March, 1949, in the Circuit Court of Baldwin County recovered a judgment against ROY BEESLEY for the sum of SEVEN HUNDRED FORTY ONE & 95/100 DOLLARS (\$741.95) and for the further sum of ELEVEN & 65/100 DOLLARS (\$11.65) cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that E. H. BONIE, has the believed to have in his possession or under his control, money or effects belonging to the defendant, or that he is or is believed to be indebted to the defendant, or is to be liable to him on contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

Attorney for %t. Louis Junk Co., dba Southern Pipe & Supply Company, Affiant

remott A.	damieros	before me th	is the Ath day of March,	1949。
ROBER A. OHRBRIA	Commission	C. H. BOMIE' YRONG	Motary HOR WAY TO TOWN WATER AS SOUTH WATER AS SOUTH WATER AS TOWN OF THE WATER AS TOWN WATER AS TOW	8

201293/2

Affidavit for garnishment on Judgment

ST. LOUIS JUNK COE Joing iness as SOUTHERN THE & S Plaintiff

ROY BEESLEY.

Defendant

G. H. BONIE, Agent,

Garnishee

IN THE CIRCUIT / ODIRT OF BALININ COUNTY, ATABAMA

AT IAW

FOREST A. CHRISTIAN, Attorney

AFFIDAV PT ON JUDGMENT

THE STATE OF AIABANA,
BAIDWIN COUNTY.

Personally appeared before me, Gus Schultz, a Notary Public in and for said County Forest A. Christian, who being duly sworm, deposes and saith that the ST. LOUIS JUNK CO., doing business as the SOUTHERN PIPE & SUPPLY COMPANY, on the 30th day of March, 1949, in the Circuit Court of Baldwin County recovered a judgment against ROY BEESLEY for the sum of SEVEN HUNDRED FORTY ONE & 95/100 DOLLARS (\$741.95) and for the further sum of ELEVEN & 65/100 DOLLARS (\$11.65) cost of suit, and that he believes the process of garmishment is necessary to obtain satisfaction of said judgment, and that G. H. BONIE, has of is believed to have in his possession or under his control, money or effects belonging to the defendant, or that he is or is believed to be indebted to the defendant, or is to be liable to him on contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property.

Attorney for St. Louis Junk Co., dba
Southern Pipe & Supply Company, Affiant

Sworn to and subscribed before me this the 31th day of March, 1949.

My commission expires:

1-24-53

Notary Public

1293/2

AFFIDAVIT FOR GARNISIMENT ON

J UDGMEN T

ST. LOUIS JUNK CO., doing bus-iness as SOUTHERN PIPE & SUPPLY COMPANY,

Plainti ff

vs.

ROY BEESLEY,

Defendant

G. H. BONIE, Agent,

Garnishee

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT IAW

FOREST A. CHRISTIAN , Attorney

1949

ALL TOUR COM

AFFIDAVIT ON JUDGMENT

THE STATE OF ALABAMA,
BARDWIN COUNTY.

Personally appeared before me, Gus Schultz, a Notary Public in and for said County Forest A. Christian, who being duly sworm, deposes and saith that the ST. LOUIS JUNK CO., doing business as the SOUTHERN PIPE & SUPPLY COMPANY, on the 30th day of March, 1949, in the Circuit Court of Baldwin County recovered a judgment against Roy Beesley for the sum of SEVEN HUNDRED FORTY ONE & 95/100 DOLLARS (\$741.95) and for the further sum of ELEVEN & 65/100 DOLLARS (\$11.65) cost offsuit, and that he believes the process of garmishment is necessary to obtain satisfaction of said judgment, and that SARAH BENN has or is believed to have in her possession or under her control, money or effects belonging to the defendant, or that she is or is believed to be indebted to the defendant, or is to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

Affiant and Attorney for ST. Louis Junk Co., dba Southern Pipe & Supply Company

Notary Public

Sworn to and subscribed before me this the 31 day of Moule

1949.

My commission expires:

Garnishee lives in Foley and Attorney Christian will give specific information as to where she will be found.

m 1293/2 86/2

AFFIDAVIT FOR GARNISHMENT ON

JUDGMENT

ST. LOUIS JUNK CO., doing business as SOUTHERN PIPE & SUPPLY COMPANY

Plaintiff

V.9 e

ROY BEESLEY,

Defendant

SARAH BENN.

GARNIS HEE

IN THE CIRCUIT COURT

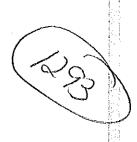
OF BALDWIN COUNTY, ALABAMA

AT LAV

FOREST A. CHRISTIAN, Attorney

APR I 1949

alice . Aven, Clerk



AFFIDAVIT OF SAM DAVIDSON

THE STATE OF MISSISSIPPI,) COUNTY.) LAUDERDALE -

Sam Davidson, first being duly sworn, deposes and says as follows:

My name is Sam Davidson, $^{\rm I}$ am an officer of the St. Louis Junk Co., doing business as the Southern Pipe & Supply Company. As such officer, $^{\rm I}$ handled a certain transaction with Roy Beesley of Foley, Alabama, wherein we sold him certain plumbing supplies for which he failed to pay. On December 27, 1948, we sent a representative to Foley, at which time Roy Beesley gave a note for the principal amount of SIX HUNDRED FORTY FIVE & 50/100 DOLLARS (\$645.50), which was due and payable on or before January 15, 1949, to the Southern Pipe & Supply Company, which note provided for interest at the rate of six per cent (6%) per annum from maturity. Boy Beesley has made no payments on either the principal or the interest of said note, and the Defendant waives all right to exemption under the Constitution and Laws of the State of Alabama, or any other State, as to personal property.

Said note also provides for a reasonable attorney's fee. We have employed Forest A. Christian, Foley, Alabama, as our attorney to collect said note and instructed him to file suit the first part of February, 1949.

After allowing all due credits there remains due on said note, the principal amount of \$645.50, plus interest from maturity at the rate of 6% per annum, together with a reasonable attorney's fee.

Sworn to and subscribed before me, a Notary Public in and for said County and State, this the 17 day of March, 1949.

commission expires My Commission Expires Oct. 5, 1951 Notary Public

Affix seal:

THE STATE OF ALABAMA.

BALDWIN COUNTY.

Forest A. Christian, first being duly sworn, deposes and says as follows:

I am a licensed attorney practicing at Foley, Alabama. I have been employed by the Southern Pipe & Supply Company to collect this note. I believe that a reasonable attorney's fee for collecting this note is 15% of the principal amount, which equals \$96.83.

Linua Chara

Sworn to and subscribed before me, a Notary Public in and for said County and State, this the 19th day of March, 1949.

My commission expires:

AFFIDAVIT OF SAM DAVIDSON

ST. LOUIS JUNK CO., DOING BUSINESS AS SOUTHERN PIPE & SUPPLY CQ,

Plaintiff

VS.

ROY BEESLEY,

Defendant

IN THE CIRCUIT COURT OF

BALDVIN COUNTY, ALABAMA

THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT	COURT	BALDWIN	COUNTY		
		TER	M 194		

TO	ANY	SHERIFF	OF	THE	STATE	OF	ALABAMA—	GREETING:

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WHEREAS, At a regularTerm, 194 of	the Circuit Court of Baldwin County,
to-wit: On the 25th day of March	, 194_9_, being a regular day of
said term, St. Louis Junk Company d/b/a/ Souther	
recovered judgment against Roy Beesley	
for the sum of651.95	Dollars, and cost of suit,
and affidavit having been made by Forrest A. Christi that process of garnishment is believed to be necessary to obtain satis following named persons or corporations, viz: Sarah Benn and G. H. Bonie	an faction of such Judgment, and that the
has or is believed to have in their possession, or under	their control money
or effects belonging to said defendant Roy Beesley or that	is, or
is believed to be indebted to said-defendant or to be a contract for the delivery of personal property, or on a contract for the discharged by the delivery of personal property or which is payable. You Are Therefore Hereby Commanded to Summon Sarah Benn and G. H. Bonie	ne payment of money which may be in personal property.
to be and appear before the honorable the Circuit Court for Baldwin	•
the city of Bay Minette, on the within 30 days onday in	A. D. 194,
then and there within the three first days of the term, to answer on o	oath, whether at the time of the service
of the garnishment, or at the time making them answer, or at an	y time intervening the time of serv-
ing the garnishment and making the answer———was——	
Roy Beesley and whether they will not be	pe indebted in future to said defendant
Roy Beesleyby a contract then existing, and whether by a contract then existing and whether by a contract then exist the existing and whether by a contract the existing and whether by a contract the exist t	ntract then existing they
is, or are, liable to said defendants for the delivery of personal proper	ty, 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 has not in possession or t	ındercontrol money or
effects belonging to the defendant	
Herein fail not, and have you then and there this Writ. Alice J. Duck Witness, K. S. DUCK, Clerk of said Court, this 1s	stday of April
A. D., 194 9. ISSUED 1st day of for	•
A TTEST •	ϵ

Circuit	Court,	Baldwin	County	/
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 N_0 1293 $\frac{1}{2}$

St. Louis Junk Co.

VS. GARNISHMENT ON JUDGMENT

Roy Beesley Defendant

> Sarah Benn and G. H. Bonie Garnishee

Issued lst day of April 194 9

Returnable day of 194

Attorney.

THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT	COURT	BALDWIN	C	ľMUC	'Y
•		ፐ ER	M	194_	

TO ANY SHERIFF OF THE STATE C	
WHEREAS, At a regular	Term, 194 of the Circuit Court of Baldwin County
to-wit: On the 25th day of M	iarch , 194 9, being a regular day o
said term, St. Louis Junk Compan	y d/b/a/ Southern Pipe & Supply Company
recovered judgment against Roy Ee	esley
· ·	Dollars, and cost of sui
and affidavit having been made by	•
	· hoim
	possession, or under theircontrol mon-
or effects belonging to said defendant Roy	Beesley or thatis,
You Are Therefore Hereby Co Sarah Benn and G. H. Boni	ommanded to Summone
to be and appear before the honorable the C	Circuit Court for Baldwin County, at the Court House thereof,
the city of Bay Minette, on the within 3	O days Monday in A. D. 194
· · ·	of the term, to answer on oath, whether at the time of the servi
then and there within the three hist days o	the term, to answer on outs, whether at the sime or and serve
of the garnishment or at the time making	them answer, or at any time intervening the time of serv-
·	them answer, or at any time intervening the time of serv-
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Returnal	ble	—day o	-	194	
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Moore Printing Co., Bay Minetto, Ala.

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Attorney.