

1446

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon H. Steadham, 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 the same, then and there to answer the complaint of Mattie Brock.

WITNESS my hand this 13<sup>th</sup> day of December, 1949.

Cliff J. Duck  
Clerk

=====

|              |   |                         |
|--------------|---|-------------------------|
| MATTIE BROCK | Ø | IN THE CIRCUIT COURT OF |
| PLAINTIFF    | Ø | BALDWIN COUNTY, ALABAMA |
| VS.          | Ø | AT LAW                  |
| H. STEADHAM  | Ø |                         |
| DEFENDANT    | Ø |                         |
|              | Ø |                         |

1.

The Plaintiff claims of the Defendant ONE HUNDRED SIXTY TWO (\$162.00) DOLLARS, the balance due on a promissory waive note, made by the Defendant and payable to Baldwin County Bank, dated February 23, 1949, and payable on the 16th day of March, 1949, and endorsed by the Plaintiff, and which the Defendant failed to pay when due, and which the Plaintiff, as Endorser, had to pay, which sum of money with the interest thereon is still due and unpaid.

The Defendant, in, by and as a part of said note, sued on, agreed to pay all expenses in counsel fees or otherwise and waive all rights of exemption as to personal property against the payment of said debt and cost of collection, under the laws of Alabama.

The Plaintiff claims of the Defendant the further sum of THIRTY FIVE (\$35.00) DOLLARS, as a reasonable attorney's fee.

S. B. M. Hall  
Attorney for the Plaintiff

1446

Received in Sheriff's Office  
this 14 day of Nov. 1949  
TAYLOR WILKINS, Sheriff

MATTIE BROCK

PLAINTIFF

VS.

H. STEADHAM

DEFENDANT

Executed 12-19 1949  
by serving copy of within Summons and  
Complaint on

H. Steadham

Taylor Wilkins Sheriff

By Leleigh Steadham Deputy Sheriff

FILED

DEC 13 1949

ALICE J. DUCK, Clerk

STATE OF ALABAMA,  
BALDWIN COUNTY

TO ..... H. STEADHAM ....., Defendant .....

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

..... MATTIE BROCK ....., Plaintiff .....

versus ..... H. STEADHAM ....., Defendant .....

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

..... RAY E. LOPER LUMBER CO. ....

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the.....13th.....

day of .....Dec....., 1949..

*W. J. Brock*

Clerk of the Circuit Court.

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

TO

MATTIE BROCK

Plaintiff .....

VS.

H. STEADHAM

Defendant .....

Executed

12-19

1949

by serving copy of within Summons and  
complaint on

H. Steadham

Taylor Wilkins

Sheriff

By Leigh Steadham

Deputy Sheriff

Mrs Duck -

up for pay next 7 principal  
amount due and Robert Co  
A line balance to Mr. Henderson  
in Cash from Henderson

Henderson

12/29/49

The State of Alabama,

BALDWIN COUNTY

Circuit Court

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

Whereas MATTIE BROCKhas commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against H. STADHAMfor the sum of \$162.00 and \$35.00 attorneys fee Dollars and whereas, the saidMATTIE BROCK

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

H. STADHAMis indebted to HER in the sum of \$162.00 and \$35.00 for attorneys fee Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment as may be recovered by Plaintiff, and thatRAY E. LOPEZ LUMBER CO.

is believed to be Chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said

~~XXXXXXXXXX~~ RAY E. LOPEZ LUMBER CO.

to be and appear at the within 30 days term of the Circuit Court, to be holden for the County of Baldwin, on \_\_\_\_\_, 19\_\_\_\_, then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your answer, or at any time intervening between the time of serving the 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 13th day of Dec., 19 49*Alvin J. Smith*

Clerk.

In the Clerk's Office  
this 14th day of Nov., 1949  
TAYLOR WILKINS, Sheriff  
J. P. Barnes

Executed 14-Dec-1949  
by serving copy of within Summons and  
Complaint on

Mr. J. A. Barnes of  
Ray E. Lopez Lumber Co.

Taylor Wilkins Sheriff  
By D. D. Joyce Deputy Sheriff

Circuit Court

Printed Times-100-4

No. 1446

Circuit Court Of  
Baldwin County

MATTIE BROCK

vs. } Garnishment On Summons

H. STRADHAM

Issued 13th day of Dec., 1949

H. M. Hall  
Plaintiff's Attorney.

Printed By The Baldwin Times

YOU ARE HEREBY commanded to answer the said

effects pertaining to the defendant's  
personal property and assets in the sum of \$100.00 to the possession of which said sum of money or  
more which may be distributed by the delivery of personal property or which is payable in  
then equated for the purpose of the delivery of personal property or for the payment of  
will not be required to him in the future by a contract after execution and judgment by a contract  
Garnishment and against the amount then due and owing to the defendant and whether for  
at the time of making said answer or at any time intervening between the time of service of the  
and there is sworn upon each answer at the time of the service of this Garnishment, or  
be taken for the Court of Baldwin County

Answer was made for the sum of \$100.00 on 10-17-49

Clerk

MATTIE BROCK,

VS.

H. STEADHAM,

Plaintiff,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. NO. 1446.

ANSWER OF GARNISHEE

Now comes Ray E. Loper Lumber Company, Inc., a Corporation, and for answer to the Writ of Garnishment served on it in this cause, says:

1. It was indebted to the Defendant at the time of the service of the said garnishment and at the time of making this answer in the sum of \$49.66.

2. Garnishee will not be indebted to the Defendant in the future by any contract now in existence.

Having fully answered the said garnishment, Garnishee prays that it be discharged with its reasonable costs in this behalf expended.

RAY E. LOPER LUMBER COMPANY,  
A Corporation, (SEAL)

By J. F. Barnes

As its Manager.

STATE OF ALABAMA )  
BALDWIN COUNTY )

Before me, the undersigned authority, within and for said County in said State, personally appeared J. F. Barnes, who, after being by me first duly and legally sworn, deposes and says: That he is Manager of Ray E. Loper Lumber Company, a Corporation, of Bay Minette, Alabama; that he has personal knowledge of the facts stated in the foregoing answer and that the same are true.

J. F. Barnes  
Sworn to and subscribed before me on  
this the 17th day of December, 1949.

Mary Lee Blackburn  
Notary Public, Baldwin County, Alabama.



ANSWER OF GARNISHEE

MATTIE BROCK,

Plaintiff,

VS.

H. STEADHAM,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. NO. 1446.

FILED

DEC 17 1949

ALICE J. DUCK, Clerk

1446

STATE OF ALABAMA §

BALDWIN COUNTY §

KNOW ALL MEN BY THESE PRESENTS, That we, Mattie Brock, as Principal, and the undersigned as sureties are held and firmly bound unto H. Steadham, in the sum of THREE HUNDRED AND FIFTY (\$350.00) DOLLARS, for the payment of which we jointly and severally, bind ourselves, our heirs, executors, and administrators.

Sealed with our seals and dated the 8 day of December, 1949.

The condition of the above obligation is such that the above bound Mattie Brock, has commenced suit against H. Steadham, in the Circuit Court of Baldwin County, Alabama, At Law, to recover of said H. Steadham, the sum of ONE HUNDRED AND SIXTY TWO (\$162.00) DOLLARS; and has on the day of the date hereof, prayed that writ of garnishment issue to Ray E. Loper Lumber Company, a corporation, to answer whether it is indebted to, or what effects of the said defendant it has in its possession or under its control; and said plaintiff, having made oath and entered into this bond as required by law in such cases, has obtained said writ of garnishment returnable to the Circuit Court of Baldwin County, At Law.

Now, if the said plaintiff shall prosecute his said suit to effect, and pay the defendant all such damages as he may sustain from the wrongful or vexatious suing out of said garnishment, then this obligation to be void, otherwise to be and remain of full force and effect.

PAT Brock (SEAL)

Mattie Brock (SEAL)

Ray E. Loper (SEAL)

Taken and approved this the 13<sup>th</sup> day of December, 1949.

W. J. Luck  
Clerk

FILED  
DEC 13 1949  
ALICE J. DUCK, Clerk

STATE OF ALABAMA §

BALDWIN COUNTY §

~~Before me, the undersigned authority in and for said County,~~  
in said State, personally appeared Mattie Brock, who being duly sworn, deposes and says, that H. Steadham, is indebted to her in the sum of ONE HUNDRED AND SIXTY TWO (\$162.00) DOLLARS, for which she has commenced a suit against the said H. Steadham, by summons and complaint in the Circuit Court of Baldwin County, Alabama, At Law, and that she believes that process of garnishment against Ray E. Loper Lumber Company, a corporation, is necessary to obtain satisfaction of said indebtedness, and that said Ray E. Loper Lumber Company, a corporation, is supposed to be indebted to said Defendant, or has effects of said Defendant in its possession or under its control.

Mattie Brock

Sworn to and subscribed before me on this the 8 day of December, 1949.

W. M. Hall  
Notary Public, Baldwin County, Ala.

1446

FILED  
DEC 18 1949  
ALICE J. DUCK, Clerk