PEOPLES FERTILIZER COMPANY,	Ŏ	,
PLAINTIFF	Q.	IN THE CIRCUIT COURT OF
VS	Õ	BALDWIN COUNTY, ALABAMA,
J. A. RIEBELING,	Ŏ	AT LAW
DEFENDANT	Q	NO. 2015 1968/2
L. IRWIN & SON	Ŏ	
GARNISHEE	Q	

In this cause it appearing to the court that a Writ of Garnishment has heretufore issued out of this court to L. Irwin & Son on a judgment rendered against the Defendant J. A. Riebeling and in favor of the Plaintiff Peoples Fertilizer Company, a corporation, that the said Writ of Garnishment having been issued for the sum of \$1019.20; and it further appearing to the court that the Garnishee L. Irwin & Son, has answered indebted to said J. A. Riebeling in a sum in excess of \$1019.20.

And it further appearing to the court that on the 26th day of January, 1954, this court ordered L. Irwin & Son to pay into the hands of the Clerk of the Circuit Court of Baldwin County, Alabama, the sum of \$1019.20 out of the funds due said Defendant and it further appearing that the said L. Irwin & Son has paid \$1019.20 to the Clerk of the Circuit Court of Baldwin County, Alabama.

It is considered, ordered and adjudged by the court that the said money should be condemned.

It is now therefore ordered, adjudged and decreed that the said money is hereby condemned and the Clerk of the Circuit Court of Baldwin County, Alabama, is hereby ordered and decreed to pay over the same sum to the Plaintiff or his attorney of record after first deducting the costs of said garnishment.

Done and ordered this the 25 dat of February, 1954.

Judge of the Twenty Eighth Circuit

3000

PEOPLES FERTILIZER COMPANY,

Plaintiff,

VS.

J. A. Rebling,

Defendant.

L. IRWIN & SON,

Garnishee.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY

ALABAMA. AT LAW.

NO. 2015

It appearing to the Court from the sworn answer of the Garnishee, admitting indebtedness to the defendant, that the garnishee is indebted to the defendant in a sum larger than the amount sued for by the Plaintiff, that the defendant had not executed bond for the dissolution of the garnishment; and it furtherappearing to the Court that there are funds of the defendant in the hands of the garnishee in excess of the amount sued for, and now held under the terms of said garnishment.

It is, therefore, considered, ordered and adjudged by the Court that L. Irwin & Son, the Garnishee, pay into the hands of the Clerk of the Circuit Court of Baldwin County, Alabama, the sum of \$1,019.20, out of the funds due said defendant, as admitted in the sworn answer of the Garnishee, which sum is to be held by the Clerk, subject to whatever judgment may be hereafter rendered in said cause.

IT IS FURTHER ORDERED AND ADJUDGED that when said sum is so paid into the hands of the said Clerk that the  $G_a$ rnishee be discharged from all liability for the amount so paid.

Dated this the 26th day of January, 1954.

I Suber M Hace CIRCUIT JUDGE 1968/2-

JAN 28 1954 MICE A BUCK Plant

STATE OF ALABAMA,	•
BALDWIN COUNTY	
TO Defendant , Defendant , Defendant YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the	he case of
Veoples Lettlizer Company	Plaintiff,
versus J. d. Riebelin	
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which	
h. I revin and Long	
haY & been named as Garnishee?	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on day of 2 colon, 1953	this the 29 Th
accept thick	3
Clerk of t	the Circuit Court.

1-5-54 TO DEFENDANT OF GARNISHMENT  $\mathbf{B}\mathbf{Y}$ CLERK OF CIRCUIT COURT Tayla Wilhing Sheriff Edlingh Steadham 25. BALDWIN COUNTY, ALABAMA TO Plaintiff .... VS. Defendant.....

## AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, Alice . Duck, Clerk of the Circuit Court in and for said County and State, J. R. Harding, Vice President of the Peoples Fertilizer Company, who being by me first duly sworn, deposes and says: That the Peoples Fertilizer Company on June 16, 1953, received a judgment against J. A. Riebeling for the sum of \$1019.20 and the further sum of \$9.70 cost of the suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment and that L. Irwin & Son of Foley, Alabama, has or isobelieved to have in its possession or under its control, money or effects belonging to the Defendant or is to be liable to the Defendant 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 of which is payable in personal property.

J. P. Harding, Vice President of the Peoples Fertilizer Company, a corporation

Sworn to and subscribed before me on this the 29th day of December, 1953.

Alice Je Dyck, Clerk of the Circuit Court

no 1968/2

Terples terlibger Co La Ruberry

RECORDED

Ailed 1229-53 acceptaces

## THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT	COURT	BALDWIN	COUNTY
Spring	5	TER	м, 194 <sup>х53</sup>

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETING:

discrite.	Onthe	16th	_daw of	June		, 194 <u>53</u> , being	r o romala 1	
*.						, 194, being	ga regular di	ay of
aid ter	m, <u>People</u>	es Fertil	izer Com	pany				<u>.                                    </u>
		· · · · · · · · · · · · · · · · · · ·						
covere	ed judgmer	it against	J. A.	. Riebelin	ng .			-
	<u> </u>		·		·			· ·········
						· · ·		
or the s	sum of —	\$1019.20	)	· · · · · · · · · · · · · · · · · · ·		Dollar	s, and cost of	suit,
nd affid	lavit havin	g been mad	ie by J. F	R. Harding	g, Vice Presid	dent of People	s Fertiliz	zer (
iat pro	cess of gari	nishment is	believed to orporations,	be necessar	y to obtain satisfa	ction of such Judg	gment, and th	at the
		in & Sons			•		,	
					. •			
				<u>,</u>				
			-					
	- 1-1:3 4		their		†	heir		
				-		· ·	· ·	
r effect	ts belonging	g to said de	efendant —		or that _	they are		is, or
ontract	for the de	livery of pe				ble to them, or to payment of mor	ey which m	
lischarg		-	personal pr	operty or wh	iich is payable in	personal property	7.	
	You Are	Therefor	personal pr	operty or wh		personal property	7.	
		Therefor	personal pr	operty or wh	iich is payable in	personal property	7.	
	You Are	Therefor	personal pr	operty or wh	iich is payable in	personal property	7.	
	You Are	Therefor	personal pr	operty or wh	iich is payable in	personal property	7.	
I.	You Are Irwin &	Sons	personal pr	Commande	ich is payable in	personal property		
L.	You Are Irwin &	Sons efore the h	personal pr	Commande	ich is payable in d to Summon_	personal property	t House there	of, in
L. o be an	You Are Irwin &	eTherefor Sons efore the honette, on the	personal prove Hereby onorable the	Commande  Corcuit Cou	ed to Summon  ert for Baldwin Co	personal property	: House there	of, in
L. o be an	You Are Irwin &	efore the henette, on the	personal prove Hereby  conorable the 19th the ee first days	Commande  Commande  Circuit Cou  Mot  of the term,	ed to Summon  ert for Baldwin Co	ounty, at the Court	t House there A. D. 19 time of the se	of, in 4 53,
L.  o be an  he city  hen an  of the g	You Are Irwin &  Irwi	efore the henette, on the	personal prove Hereby  conorable the 19th time making time making	Commande  Commande  Circuit Cou  Mor  of the term,	ed to Summon  ort for Baldwin Couday in Januar  to answer on oat	personal property  ounty, at the Court  h, whether at the time intervening t	t House there A. D. 19 time of the se	of, in 4 53, ervice
L.  o be an he city hen an of the g	You Are Irwin &  Irwi	efore the honette, on the hin the threat, or at the not and male	personal proceeding the second	Commande  Commande  Circuit Cou  Mor  of the term,  g_itsa	ed to Summon  ert for Baldwin Conday in Januar  to answer on oat  answer, or at any  was or	ounty, at the Court  th, whether at the time intervening to indebtee	t House there A. D. 19 time of the seche time of seche to said defe	of, in 4 53, ervice
L.  o be an he city hen an of the g	You Are Irwin &  Irwi	efore the honette, on the hin the threat, or at the not and male	personal proceeding the second	Commande  Commande  Circuit Cou  Mor  of the term,  g_itsa	ed to Summon  ert for Baldwin Conday in Januar  to answer on oat  answer, or at any  was or	personal property  ounty, at the Court  h, whether at the time intervening t	t House there A. D. 19 time of the seche time of seche to said defe	of, in 4 53, ervice
L.  o be an he city hen an of the g	You Are Irwin &  Id appear b  of Bay Mi d there wit garnishmen	efore the honette, on the hin the three t, or at the not and males and when the three thre	onorable the e first days time making the ansether it	Commande  Commande  Circuit Cou  Mot  of the term,  g_its	art for Baldwin Conday in Januar or will not be	ounty, at the Court  th, whether at the time intervening to indebtee	t House there A. D. 19 time of the so the time of se d to said defe	of, in 4 53, ervice rv- udant
o be an he city hen an f the g	You Are Irwin &  Irwin &  Irwin &  Ind appear b  of Bay Mi  d there wit  garnishmen  garnishmen	efore the henette, on the hin the three tt, or at the nt and male and who y a contract	onorable the e first days time making the ansether it	Commande  Commande  Circuit Cou  Mor  of the term, g_itsa  swerit	art for Baldwin Conday in Januar or will not be hether by a contri	personal property  ounty, at the Court  y  th, whether at the time intervening to  is indebted indebted in future	thouse there A. D. 19 time of the so the time of se d to said defe to said defe	of, in 4 53, ervice rv- ndant
be an he city hen an f the g	You Are Irwin &  Irwin &  Irwin &  Ind appear b  of Bay Mi  d there wit  garnishmen  garnishmen  garnishmen	efore the henette, on the hin the three tt, or at the nt and male and who y a contract said defended	onorable the e first days time making the ansether it et then existants for the	Commande  Commande  Circuit Cou  Mor  of the term, g_itsa  swerit  t  delivery of p	art for Baldwin Conday in Januar or will not be hether by a contrapersonal property	personal property  ounty, at the Court  h, whether at the time intervening to indebted in future ract then existing	thouse there A. D. 19 time of the so the time of se d to said defe to said defe to said defe to said defe	of, in 153, ervice rv- ndant
o be an he city hen an of the sing the	You Are Irwin &  Irwin &  Irwin &  Ind appear b  of Bay Mi  d there wit  garnishmen  garnishmen  garnishmen  de, liable to  discharged	efore the honette, on the hin the throat, or at the nt and male and who y a contract said defends by the del	onorable the ne 19th ee first days time makin xing the ans ether it ct then exist	Commande  Commande  Circuit Cou  Mor  of the term,  g its a  swer it  tt  delivery of personal proper	art for Baldwin Conday in Januar or will not be hether by a contract personal property erty, or which i	county, at the Court  th, whether at the time intervening to indebted in future ract then existing the court of the payments o	thouse there A. D. 19 time of the so the time of se d to said defe to said defe to said defe to said defe nt of money onal property	eof, in 4 53, ervice rv- udant indant which r, and
o be an he city hen an of the ging the s, or ar nay be whethe	You Are Irwin &  Irwin &  Irwin &  Ind appear b  of Bay Mi  d there wit  garnishmen  garnishmen  garnishmen  de, liable to  discharged  r	efore the henette, on the hin the threat, or at the nt and male and who y a contract said defends in by the delith ha	onorable the  onorable the  19th  ee first days  time makin  xing the ans  ether it  ct then exist  ants for the  livery of personal pro-	Commande  Commande  Circuit Cou  Mor  of the term, g_itsa  swerit  t  delivery of p  rsonal properits	art for Baldwin Conday in Januar or will not be hether by a contropersonal property erty, or which in possession or un	personal property  ounty, at the Court  h, whether at the time intervening to indebted in future ract then existing to for the payments.	thouse there A. D. 19 time of the so the time of se d to said defe to said defe to said defe to said defe nt of money onal property	of, in 4 53, ervice rv- udant and ant which r, and
L. Co be an the city then an of the ging the city the same of the ging the city that t	You Are  Irwin &  Irwin &  Irwin &  Ind appear b  of Bay Mi  d there wit  garnishmen  garnishmen  garnishmen  the, liable to  discharged  ri  belonging t  Herein fa	efore the honette, on the hin the three t, or at the nt and male and who are contracted in the defending to the defending to the deferming and the deferming the same and the deferming the same are the	onorable the ne 19th ee first days time makin king the ans ether it ct then exis ants for the livery of per s not in have you the	Commande  Commande  Circuit Cou  Mor  of the term,  g_itsa  swerit  t  sting, and w  delivery of p  rsonal prope  its  J. R. Ri  nen and there	art for Baldwin Conday in Januar or will not be hether by a contropersonal property erty, or which in possession or undebeling at this Writ.	county, at the Court  th, whether at the time intervening to indebted in future ract then existing the country or for the payments payable in personal der its	t House there A. D. 19 time of the se the time of se d to said defe to said defe to said defe to said defe ont of money we onal property control more	of, in 4 53, ervice rv- ndant ndant which r, and ney or
L. Co be an the city then an of the ging the city the same of the ging the city that t	You Are  Irwin &  Irwin &  Irwin &  Ind appear b  of Bay Mi  d there wit  garnishmen  garnishmen  garnishmen  the, liable to  discharged  ri  belonging t  Herein fa	efore the honette, on the hin the three t, or at the nt and male and who are contracted in the defending to the defending to the deferming and the deferming the same and the deferming the same are the	onorable the ne 19th ee first days time makin king the ans ether it ct then exis ants for the livery of per s not in have you the	Commande  Commande  Circuit Cou  Mor  of the term,  g_itsa  swerit  t  sting, and w  delivery of p  rsonal prope  its  J. R. Ri  nen and there	art for Baldwin Conday in Januar or will not be hether by a contropersonal property erty, or which in possession or undebeling at this Writ.	county, at the Court  th, whether at the time intervening to indebted in future ract then existing the country or for the payments payable in personal der its	t House there A. D. 19 time of the se the time of se d to said defe to said defe to said defe to said defe ont of money we onal property control more	of, in 4 53, ervice rv- ndant ndant which r, and ney or
the obe and the city then and the second of	You Are  Irwin &  Irwin &  Irwin &  Ind appear b  of Bay Mi  d there wit  garnishmen  garnishmen  garnishmen  the, liable to  discharged  ri  belonging t  Herein fa	efore the honette, on the hin the three t, or at the nt and male and who are contracted in the defending to the defending to the deferming and the deferming the same and the deferming the same are the	onorable the ne 19th ee first days time makin king the ans ether it ct then exis ants for the livery of per s not in have you the	Commande  Commande  Circuit Cou  Mor  of the term,  g_itsa  swerit  t  sting, and w  delivery of p  rsonal prope  its  J. R. Ri  nen and there	art for Baldwin Conday in Januar or will not be hether by a contropersonal property erty, or which in possession or undebeling at this Writ.	county, at the Court  th, whether at the time intervening to indebted in future ract then existing the court of the payments o	t House there A. D. 19 time of the se the time of se d to said defe to said defe to said defe to said defe ont of money we onal property control more	eof, ir 4 53 ervice rv- ndan ndan which

Executed 12-29-53	12/29/REZORDED
Executed 12-29-53 By serving a copy of the Within on	Circuit Court, Baldwin County
L. Imin	No. 1968/2
Taylor Wilhim  By Frank Polomi  P-5.	Peoples Furtilges Co VS. & GARNISHMENT ON JUDGMENT A. Wiebling
	Issued 29th day of Noce 1945 3
	Returnableday of194
	Attorney.