

2053

FOLEY BUILDING SUPPLY COMPANY,  
a partnership,

Plaintiff,

-vs-

C. S. TRAWICK & SONS, a  
partnership,

Defendant,

FARMERS & MERCHANTS BANK,

Garnishee.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

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

You are hereby commanded to notify C. S. Trawick & Sons that  
on the 1st day of August, 1953, a writ of garnishment in the above  
stated case was issued to Farmers & Merchants Bank, as garnishee.

And you will return this writ according to law.

WITNESS my hand this 1st day of August, 1953.

Rebecca J. S. S. S.  
Clerk

Received in office 1 day of August, 1953.

Taylor Wilkins  
Sheriff

Executed by serving a copy of the within writ on 1 day of  
August, 1953.

Taylor Wilkins  
Sheriff

Edleigh Steadham  
Deputy

Received in Sheriff's Office  
this 1 day of *Aug* 1953  
TAYLOR WILSON, Sheriff

8-1-53

NO 2053

2053

*Notice*

ORIGINAL

FILED

AUG 1 1953

ALICE J. DUCK, Clerk

2053

BOND

THE STATE OF ALABAMA  
Baldwin County.

CIRCUIT COURT.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Foley Building Supply Company, a partnership, by B. E. Eastburn,  
a partner, as principal, and B. E. Eastburn, individually, as surety,

C. S. TRAWICK & SONS, a partnership  
are held and firmly bound unto ~~FOLEY BUILDING SUPPLY COMPANY, a partnership,~~

in the sum of Two Thousand Three Hundred Thirty-six and 36/100 \*\*\*\*\* DOLLARS,  
(\$2,336.36) C. S. Trawick & Sons, a partnership,  
to be paid to the said ~~FOLEY BUILDING SUPPLY COMPANY, a partnership,~~

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 ..... 19.....

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound .....

Foley Building Supply Company, a partnership,

has ..... commenced suit in the Circuit Court of said County by summons and complaint, which have issued from  
said Court, to recover of said C. S. Trawick & Sons, a partnership,

One Thousand One Hundred Sixty-eight and 18/100 (\$1,168.18)  
the sum of ~~TWO THOUSAND THREE HUNDRED THIRTY-SIX AND 36/100 DOLLARS,~~

and has ..... on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to .....

The Farmers & Merchants Bank of Foley, Alabama

summoning it to answer what ..... indebted to said Defendant, or what effects of said Defendant

it has ..... in its possession, or under its control; and said Plain-

tiff 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 they ..... 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 ..... We ..... hereby severally certify that  
..... we ..... have property free from all incumbrance, to the full amount of the above bond.

Foley Building Supply Co. (Seal)  
By B. E. Eastburn partner (Seal)  
B. E. Eastburn (Seal)

Approved this 1st day of Aug A. D. 19 53

Attorney-in-fact Clerk.

The State of Alabama,  
BALDWIN COUNTY.

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared B. E. Eastburn, partner of Foley Building Supply Company

who, being duly sworn, doth depose..... and say..... that C. S. Trawick & Sons, a partnership, of Foley, Alabama,

Building Supply Company, a partnership, indebted to Foley.....in the sum of One Thousand One Hundred Sixty-eight 18/100 dollars, Supply Company, a partnership, and that Foley Building.....ha S..... commenced on suit by summons and complaint on said indebtedness against the said C. S. Trawick & Sons, a partnership,

and that the Farmers & Merchants Bank of Foley, Alabama,

supposed to be indebted to the said Defendant....., or to have effects of the said Defendant....., in its possession, or under its.....control, and that he.....believe that process of Garnishment against the said C. S. Trawick & Sons, a partnership,

is necessary to obtain satisfaction of said claim; and that the said Farmers & Merchants Bank of Foley, Alabama, 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.

Sworn to and subscribed before me this.....day of.....19.....

Clerk Circuit Court.

116.

No.

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

CIRCUIT COURT

Plaintiff.....

TO

Defendant.....

Bond and Affidavit in Garnishment on Summons

Filed this.....day of.....

19.....

Clerk.

Printed by the Baldwin Times, Bay Minette, Alabama.

BOND

THE STATE OF ALABAMA  
Baldwin County.

CIRCUIT COURT.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Foley Building Supply Company, a partnership, by B. E. Eastburn,  
a partner, as principal, and B. E. Eastburn, individually, as surety,

are held and firmly bound unto C. S. TRAWICK & SONS, a partnership  
~~Foley Building Supply Company, a partnership,~~

in the sum of Two Thousand Three Hundred Thirty-six and 36/100 \*\*\*\*\* DOLLARS,  
(\$2,336.36) C. S. Trawick & Sons, a partnership,  
to be paid to the said ~~Foley Building Supply Company, a partnership,~~

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 .....19.....

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound .....

Foley Building Supply Company, a partnership,

ha. S..... commenced suit in the Circuit Court of said County by summons and complaint, which have issued from  
said Court, to recover of said C. S. Trawick & Sons, a partnership,

the sum of One Thousand One Hundred Sixty-eight and 18/100 (\$1,168.18)  
~~Two Thousand Three Hundred Thirty-six and 36/100 (\$2,336.36)~~ Dollars,

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

The Farmers & Merchants Bank of Foley, Alabama

summoning h..... them to answer what ..... indebted to said Defendant, or what effects of said Defendant  
..... it ..... ha. S..... in its possession, or under its control; and said Plain-  
tiff 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 they..... 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 ..... We ..... hereby severally certify that  
..... We ..... have property free from all incumbrance, to the full amount of the above bond.

Foley Building Supply Co (Seal)  
By B. E. Eastburn partner (Seal)  
B. E. Eastburn (Seal)

Approved this .....day of .....A. D., 19.....

..... Clerk.

The State of Alabama,  
BALDWIN COUNTY.

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared B. E. Eastburn, partner of Foley Building Supply Company

who, being duly sworn, doth depose..... and say..... that C. S. Trawick & Sons, a partnership, of Foley, Alabama,

Building Supply Company, a partnership,  
indebted to Foley.....in the sum of One Thousand One Hundred Sixty-eight 18/100 dollars,  
Supply Company, a partnership,  
and that Foley Building.....ha s..... commenced on suit by summons and complaint on said indebtedness  
against the said C. S. Trawick & Sons, a partnership,

and that the Farmers & Merchants Bank of Foley, Alabama,

supposed to be indebted to the said Defendant....., or to have effects of the said Defendant....., in its  
possession, or under its.....control, and that he.....believe that process of Garnishment against the said  
C. S. Trawick & Sons, a partnership,

is necessary to obtain satisfaction of said claim; and that the said Farmers & Merchants Bank of Foley, Alabama,  
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.

Sworn to and subscribed before me this .....day of .....19.....

..... Clerk Circuit Court.

116.

No. 2-10-33

THE STATE OF ALABAMA.  
BALDWIN COUNTY.

CIRCUIT COURT

Plaintiff.....

TO

Defendant.....

Bond and Affidavit in Garnishment on Summons

Filed FILED.....day of

AUG 1 1933

ALICE J. DUCK, Clerk Clerk.

Printed by the Baldwin Times, Bay Minette, Alabama.

STATE OF ALABAMA

BALDWIN COUNTY

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

WHEREAS, Foley Building Supply Company, Plaintiff, has commenced suit by summons and complaint returnable to the present Term of the Circuit Court for said County, against C. S. Trawick & Sons, for the sum of One Thousand One Hundred Sixty-eight and 18/100 Dollars (\$1,168.18); and, whereas, B. E. Eastburn, partner of Foley Building Supply Company, has made affidavit, as required by law, that the said defendant is indebted to them in the sum of One Thousand One Hundred Sixty-eight and 18/100 Dollars (\$1,168.18); that the Farmers & Merchants Bank of Foley, Alabama, is supposed to be indebted to said defendant, or has effects of said defendant in its possession or under its control, and that he believes that process of garnishment against the said C. S. Trawick & Sons is necessary to obtain satisfaction of said claim, and has given bond as required by law.

These are therefore to command you, that you summon the said Farmers & Merchants Bank to be and appear at the present Term of the Circuit Court of Baldwin County, within thirty (30) days from the service of this writ, then and there to answer on oath, whether the at the time of the service of this writ of garnishment, or at the time of making its answer, it has in its possession or under its control, any money or effects belonging to the defendant; and whether it is indebted to said defendant or is liable to C. S. Trawick & Sons on any contract for the payment of money or 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.

WITNESS \_\_\_\_\_, Clerk of said Court at office this  
1st day of August, 1953.

David I. Trawick  
Clerk

8-1-53

ORIGINAL

Received in Sheriff's Office  
this day of Aug 19 53  
TAYLOR WILKINS, Sheriff

Executed Aug. 1. 1953  
By Serving Copy on  
Farmers & Merchants  
Bank  
on  
Frank Sanders

W02053

Writ

Sheriff  
Taylor Wilkins  
By  
Edleigh Steadham

FILED  
AUG 1 1953  
MISS. SICK, Clerk