003 PAGE 77

STATE OF ALABAMA IN THE CIRCUIT COURT . . LAW SIDE BALDWIN ' COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to Summon C. S. Trawick and Sons, a partnership, to appear within thirty (30) 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 Foley Building Supply Company, a partnership.

WITNESS my hand on this the Alex day of September, 1953.

- COMPLAINT -

FOLEY BUILDING SUPPLY COMPANY, a partnership,

Plaintiff,

-vs-

C. S. TRAWICK AND SONS, a partnership,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA LAW SIDE

COUNT ONE

The Plaintiff claims of the Defendant One Thousand Five Hundred and Four and 89/100 Dollars (\$1,504.89) due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant in the years 1950, 1951, 1952 and 1953, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO

The Plaintiff claims of the Defendant One Thousand Five Hundred and Four and 89/100 (\$1,504.89) due from him by account on the 1st day of September, 1953, which sum of money, with interest thereon, is still unpaid.

FILED

Sept. 4, 1953

ALICE J. DUCK, Clerk

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SUMMONS AND COMPLAINT

FOLEY BUILDING SUPPLY COMPANY, a partnership,

Plaintiff,

~VS⊶

C. S. TRAWICK AND SONS, a partnership,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

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FOLEY, ALABAMA

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH CIRCUIT OF ALABAMA

FOLEY BUILDING SUPPLY COMPANY, I Plaintiff, I

VS.

C. S. TRAWICK AND SONS, I

SCOTT-LUTTRELL, INC., I
a corporation, I

Garnishee.

ANSWER OF GARNISHEE

Comes now F. T. LUTTRELL, Vice President of SCOTT-LUTTRELL, INC., a corporation, garnishee in the above styled cause, on this the 2nd day of October, 1953, who being duly sworn, deposes and says:

1. That he is the Vice President of Scott-Luttrell, Inc., a corporation, and as such is authorized to make this answer: that he has personal knowledge of the facts herein stated and is authorized to sign this answer to said garnishment; that at the time of the service of said writ of garnishment and at the time of the making this answer to said garnishment, Scott-Luttrell, Inc., a corporation, was and is indebted to said defendants as hereinafter set out; that by contract now in existence dated on, to-wit, the 14th day of April, 1953, defendants agreed to construct a building at Robertsdale, Alabama for garnishee according to plans and specifications for the sum of, to-wit, Eight Thousand, Two Hundred Seventy-Six And 96/100 (\$8,276.96) Dollars; that said building is not yet complete, there still being gutters and downspouts to install, and some other small items; that defendant constructed authorized extras on said job but in an amount not now known by garnishee, but said extras will not exceed the sum of, to-wit, Two Hundred (\$200) Dollars.

That prior to the service of the writ in this case. garnishee had paid to defendant or defendant's materialmen or suppliers the sum of, to-wit, Three Thousand Three Hundred Fifty-Two And 63/100 (\$3,352.63) Dollars; that prior to the service of the writ in this case, garnishee agreed with the suppliers and materialmen to pay them for the supplies and materials used on said job; that the amount of the materials and supplies so delivered on said job for the payment of which the garnishee agreed to pay, amounts to the sum of Two Thousand, Seven Hundred Fifty-Nine And 69/100 (\$2,759.69) Dollars; that prior to the time of the service of the writ in this case, garnishee agreed with the laborers on said job to pay each of them the actual cost of manhours to each laborer on said job; that the total amount of labor paid to each individual worker on said job amounts to the sum of, to-wit, Two Thousand Ninety-Three And 73/100 (\$2,093.73) Dollars; that the total amount paid or assumed to be paid under said job amounts to the sum of Eight Thousand, Two Hundred Six And 05/100 (\$8,206.05) Dollars leaving a balance of Seventy And 91/100 (\$70.91) Dollars which will be due when the defendants perform in full as agreed under said contract plus the amount of said extras; that garnishee will not be liable to the 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 garnishee has not in its possession or under its control money or effects belonging to the defendants other than as aforesaid.

Having fully answered said garnishment, said garnishee prays to be dismissed with its reasonable costs for making this enswer.

FILED

10-2-53

ALICE I DUCK, Clork

STATE OF ALABAMA, COUNTY OF MOBILE.

Personally appeared before me, the undersigned Notary Public in and for said County in said State, F. T. LUTTRELL, who being by me first duly sworn, deposes and says:

That he has read the foregoing Answer and that the facts alleged therein are true.

F. T. LUTTRELL

Subscribed and sworn to before me this the 2nd day of October , 1953 .

FILED

ALIGE 1 DUCK, Clark

Muriel 9. Beswell
Notary Public, Mobile County, Alabama

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Filed 10.2.53
Deice Januar

FOLEY BUILDING SUPPLY COMPANY,) a partnership,							
Plaintiff, (
-vs-							
C. S. TRAWICK AND SONS, a) partnership,)	IN THE CIRCUIT COURT OF						
)	BALDWIN COUNTY, ALABAMA						
Defendant,	AT LAW						
REYNOLDS BROTHERS LUMBER	· · · · · · · · · · · · · · · · · · ·						
COMPANY, a partnership,)							
Garnishee.)							
•							
TO ANY SHERIFF OF THE STATE OF AL	ARAMA Crootings						
TO ANT DIMETER OF THE OTATE OF AL	munin, dieeoings.						
You are hereby commanded to notify C. S. Trawick and Sons							
that on the 30th day of March, 1955, a writ of							
garnishment in the above stated case was issued to Reynolds							
Brothers Lumber Company, a partnership, of Foley, Alabama.							
And you will return this writ according to law.							
WITNESS my hand this 30 day of March, 1955.							
with 1800 my hand only 50 day of 1000000, 1900							
	A company to						
	and-rench						
Received in office day of, 1955.							
	Sheriff						
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Executed by serving a copy of the	witin writ on theday-of-						
, 1955.							
FILE D							
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ecceived 30 day of Man 125
and on 31 day of Man 197served a copy of the within Motion
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ity service on led. Dicewick

TAYLOR WILKINS Sherill
BLANGER Comments.

A. S. Drawick & Say

Co. Burnishee

FILED

MAR 30 1955

ALICE 1. BUCK, Clerk

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 peresnt Term of the Circuit Court for said County, against C. S. Trawick and Sons, for the sum of One Thousand Five Hundred and Four and 89/100 Dollars (\$1,504.89); 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 Five Hund-Dollars red and Four and 89/100/(\$1,504.89); that the Farmers and 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 and 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 of Foley, Alabama, 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 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 and 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 Alexed Wandle, Clerk of said Court at office this day of September, 1953.

FILED Supt. 4,1954 ALICE J. BUCK. Clark Alice Much

By Serving copy on Mr Tronk Sanders Farmers & Merchant Bank Faley, ala

Executed Sept, 5. 1953 200 Bunch
By Sening copy on 200 Bunch

WRIT OF GARNISHMENT

FOLEY BUILDING SUPPLY COMPANY, a partnership,

Plaintiff,

∽VS≔

C. S. TRAWICK AND SONS, a partnerhsip,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

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SEP 4 1953 NLICE J. OUCH, CLERK

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

Shriff Jaylor Wilbins By Edleigh Steadham STATE OF ALABAMA) ... IN THE CIRCUIT COURT ... LAW SIDE .

KNOW ALL MEN BY THESE PRESENTS:- That we, FOLEY BUILDING

SUPPLY COMPANY, a partnership, composed of B. E. Eastburn and W.

M. Patterson, as principal, and B. E. Eastburn, individually, as surety, are held and firmly bound unto C. S. TRAWICK AND SONS, a partnership, in the amount of Three Thousand Nine and 78/100

Dollars (\$3,009.78) to be paid to the said C. S. Trawick and Sons, a partnership, its 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 4th day of September, 1953.

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 and Sons, a partnership, of the sum of One Thousand Five Hundred Four and 89/100 Dollars (\$1,504.89) and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to Farmers & Merchants Bank, a corporation, of Foley, Alabama, and Scott-Lutterell, Inc., a corporation, of Mobile, Alabama, summoning them to answer what they are indebted to said Defendant, or what effects of said Defendant they have in their possession, or under their control; and said Plaintiff 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 wither 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 BUPPLY COMPANY, a partnership,

BY Glastiner

Blastourn

Approved this 4th day of September, 1953.

FILED

Sept. 4, 1953 AUCE 1 BUCK CLERK Clerk

SEP 4 1953 ALICE J. DUCK, Clerki

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, B. E. Eastburn, a partner in Foley Building Supply Company, a credible person, who being sworn, deposeth and saieth that his name is B. E. Eastburn and that he is a partner in the firm of Foley Building Supply Company; that C. S. Trawick and Sons, a partnership, is indebted to Foley Building Supply Company, a partnership, in the sum of One Thousand Five Hundred and Four and 89/100 Dollars (\$1,504.89), and that Foley Building Supply Company has commenced suit by summons and complaint returnable to the next Term of said Circuit Court of Baldwin County, against C. S. Strwick and Sons, a partnership, and that he believes the process of garnishment against Reynolds Brothers Lumber Company, a partnership, of Foley, Alabama, is necessary to obtain satisfaction of said claim, and that said Reynolds Brothers Lumber Company, a partnership, of Foley, Alabama, have or are believed to have, in their possession or under their control, money or effects belonging to the defendant, or that Reynolds Brothers Lumber Company, a partnership, of Foley, Alabama, are or are believed to be indebted to the defendant or to be liable to C. S. Trawick and Sons, a partnership, on a contract for the delivery of personal property, or which is payable in personal property.

FOLEY BUILDING SUPPLY COMPANY

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Clerk of the Circuit Court of Baldwin County, Alabama.

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Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, B. E. Eastburn, a partner in Foley Building Supply Company, a credible person, who being sworn, deposeth and saith that his name is B. E. Eastburn and that he is a partner in the firm of Foley Building Supply Company; that C. S. Trawick and Sons, a partnership, is indebted to Foley Building Supply Company, a partnership, in the sum of One Thousand Five Hundred and Four and 89/100 Dollars (\$1,504.89), and that Foley Building Supply Company has commenced suit by summons and complaint returnabel to the next Term of said Circuit Court of Baldwin County, against C. S. Trawick and Sons, a partnership, and that he believes the process of garnishment against Farmers & Merchants Bank of Foley, Alabama, and Scott-Lutterell, Inc., a corporation, of Mobile, Alabama, is necessary to obtain satisfaction of said claim, and that said Farmers & Merchants Bank of Foley, Alabama, a corporation, and Scott-Lutterell, Inc., a corporation, of Mobile, Alabama, have or are believed to have, in their possession or under their control. money or effects belonging to the defendant, or that Farmers & Merchants Bank of Foley, Alabama, a corporation, and Scott-Lutterell. Inc., a corporation, of Mobile, Alabama, are or are believed to be indebted to the defendant or to be liable to C. S. Trawick and Sons, a partnership, on a contract for the delivery of personal property. or which is payable in personal property.

FOLEY BUILDING SUPPLY COMPANY, a partnership,

BY Beatburn

Sworn to and suscribed before me, this A day of September, 1953.

Clerk of the Circuit Court of Baldwin County.

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, B. E. Eastburn, a partner in Foley Building Supply Company, a credible person, who being sworn, deposeth and saith that his name is B. E. Eastburn and that he is a partner in the firm of Foley Building Supply Company; that C. S. Trawick and Sons, a partnership, is indebted to Foley Building Supply Company, a partnership, in the sum of One Thousand Five Hurd red and Four and 89/100 Dollars (\$1,504.89), and that Foley Building Supply Company has commenced suit by summons and complaint returnabel to the next Term of said Circuit Court of Baldwin County, against C. S. Trawick and Sons, a partnership, and that he believes the process of garnishment against Farmers & Merchants Bank of Foley, Alabama, and Scott-Lutterell, Inc., a corporation, of Mobile, Alabama, is necessary to obtain satisfaction of said claim, and that said Farmers & Merchants Bank of Foley, Alabama, a corporation, and Scott-Lutterell, Inc., a corporation, of Mobile, Alabama, have or are believed to have, in their possession or under their control, money or effects belonging to the defendant, or that Farmers & Merchants Bank of Foley, Alabama, a corporation, and Scott-Lutterell, Inc., a corporation, of Mobile, Alabama, are or are believed to be indebted to the defendant or to be liable to C. S. Trawick and Sons, a partnership, on a contract for the delivery of personal property, or which is payable in personal property.

FOLEY BUILDING SUPPLY COMPANY, a partnership,

BY Bolastousio

Sworn to and suscribed before me, this A day of September, 1953.

Clerk of the Circuit Court of Baldwin County.

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, B. E. Eastburn, a partner in Foley Building Supply Company, a credible person, who being sworn, deposeth and saieth that his name is B. E. Eastburn and that he is a partner in the firm of Foley Building Supply Company; that C. S. Trawick and Sons, a partnership, is indebted to Foley Building Supply Company, a partnership, in the sum of One Thousand Five Hundred and Four and 89/100 Dollars (\$1,504.89), and that Foley Building Supply Company has commenced suit by summons and complaint returnable to the next Term of said Circuit Court of Baldwin County, against C. S. Strwick and Sons, a partnership, and that he believes the process of garnishment against Reynolds Brothers Lumber Company, a partnership, of Foley, Alabama, is necessary to obtain satisfaction of said claim, and that said Reynolds Brothers Lumber Company, a partnership, of Foley, Alabama, have or are believed to have, in their possession or under their control, money or effects belonging to the defendant, or that Reynolds Brothers Lumber Company, a partnership, of Foley, Alabama, are or are believed to be indebted to the defendant or to be liable to C. S. Trawick and Sons, a partnership, on a contract for the delivery of personal property, or which is payable in personal property.

FOLEY BUILDING SUPPLY COMPANY

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Sworn to and subscribed before me, this 30 day of much 1, 1955.

Clerk of the Circuit Court of Baldwin County, Alabama.

C. G. C.

MAR 30 1955

AUGE IS BOOK, Clark

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THE STATE OF ALABAWA,)
BALDWIN COUNTY.)

FOLEY BUILDING SUPPLY COMPANY,

Plaintiff

IN THE CIRCUIT COURT OF

VS.

BALDWIN COUNTY, ALABAMA

C. S. TRAWICK & SONS,

Defendants

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FARMERS & MERCHANTS BANK of

Foley, Alabama.,

Garnishee

Personally appeared before me, FOREST A. CHRISTIAN, a Notary Public, in and for said State and County, ANTHONY SMITH, who is personally known to me, who being by me duly sworn, on oath says, that he is the agent of the Farmers & Merchants Bank of Foley, Alabama for making answers in Garnishment cases, and as such gent has authority to make answer for the garnishee in the above-stated case, and answering the garnishment therein he says that the garnishee is not now indebted to the defendant in any sum whatever, and was not indebted to him at the time of the service of this garnishment, nor at any time intervening between the time of the service of the garnishment and the making of this answer, and that it will not be indebted in the future to the said defendant by any contract then or now existing, and that it will not be liable to the defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that it has not in its possession or under its control money or effects belonging to the defendant.

Anthony Smith, Assistant Cashier of Farmers & Merchants Bank of Foley, Ala.

Sworn to and subscribed before me this the 8th day of September, 1953.

Notary Public. Baldwin Count

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and of Thomas

SEP O 1953

FOLEY BUILDING SUPPLY COMPANY, a partnership, Plaintiff, -vs-C. S. TRAWICK AND SONS, a IN THE CIRCUIT COURT OF partnership, BALDWIN COUNTY, ALABAMA Defendant, AT LAW FARMERS & MERCHANTS BANK of Foley, Alabama, and, SCOTT-LUTTERELL, INC., a corporation, of Mobile, Alabama, Garnishees. TO ANY SHERIFF OF THE STATE OF ALABAMA, Greetings:-You are hereby commanded to notify C. S. Trawick and Sons that on the day of September, 1953, a writ of garnishment in the above stated case was issued to Farmers & Merchants Bank of Foley. Alabama, and to Scott-Lutterell, Inc., a corporation, of Mobile, Alabama. And you will return this writ according to law. WITNESS my hand this _____day of September, 1953. Received in office _____ day of September, 1953. Sheriff

Executed by serving a copy of the within writ on the _____ day of September, 1953.

Jay Millown Sheriff

Edligh Steadhan
Deputy

9 day of Salafa Jamas 19 33 ed a copy of the within TAYLOR WILKINS, Sheriff Bylalligh Steadfow's,

Notice To Defindent

no 2080

MICE J. DUCK, Clerk

Foly Building & Supply @

a.S. Francis Toma

Regnolds Brothers Limber Co, Gurnishee

MAG. SO 1955

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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 and Sons, for the sum of One Thousand Five Hundred and Four and 89/100 Dollars (\$1,504.89); and,

WHEREAS, B. E. Eastburn, a 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 Five Hund-Dollars red and Four and 89/100/(\$1,504.89); that Scott-Lutterell, Inc., a corporation, of Mobile, 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 and 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 Scott-Lutterell, Inc., a corporation, of Mobile, Alabama, 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 at the time of the service of this writ of garnishment, ar 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 and Sons on any contract for the payment 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 Auce Clerk of said Court at office this day of September, 1953.

Glerk Clerk

Scott, Luttulfight

WRIT OF GARNISHMENT

FOLEY BUILDING SUPPLY COMPANY, a partnership,

Plaintiff,

-VS-

C. S. TRAWICK AND SONS, a partnership,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

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EXECUTED

This Hay of SEP 11053 by serving a copy of the within on

W. H. HOLCOMBE, Sheriff
Mobile County, Ala.

By: OI Polland D.s.