LAW OFFICES

RICKARBY & RICKARBY

ELLIOTT G. RICKARBY (DECEASED)

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

5 April 1954



Mrs. Alice J. Duck Clerk Circuit Court Bay Minette, Ala.

Dear Mrs. Duck:

Re: Industries Sales

Vs: T. E. Malone

With this we are handing you summons and complaint, itemized and verified statement of account, and costs in the sum of \$15.00.

Please process.

Yours very truly,

G. Rickarby, Jr.

cc: Dun & Bradstreet

Mo 2228

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2. E. Malne

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4-9-5-4

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Electric Market

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the Circuit Court of B	aldwin County, Sta	te of Alabama, a	t Bay Minett	e, against	, De	fendant
the Circuit Court of B	SALES CORPOR	T, E, M	t Bay Minett	e, against	, De	fendant

Defendant's Attorney

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Deputy Sheriff

INDUSTRIES SALES CORPOR-ATION OF ALABAMA;

BALDWIN COUNTY, ALABAMA

IN THE CIRCUIT COURT OF

a Corporation

Plaintiff

-VS-

T. E. MALONE,

Defendant

COMPLAINT

The Plaintiff claims of the Defendant One Thousand Five and 19/100 Dollars (\$1,005.19) due from him by account on the 15th day of July , 1953; which sum of money with interest thereon is still due and unpaid.

RICKARBY & RICKARBY

by:

E. G. Rickarby, Jr., Attorney for Plaintiff.

The account sued on is evidenced by an itemized and verified statement of account filed herewith.

3-9-5-4 ALICE J. DUCK, Clerk

RICKARBY & RICKARBY

BY:

E. G. Rickarby, Jr., Attorney for Plaintiff.

COUNTY OF Orleans	8G-188 (13743)
STATE OF Zausiana	,
Be it remembered, that on thisday of	ames I Harnay
who being duly sworn, upon his oath stated that he is Credit Manager	known to me
ofIndustries Sales Corporation of Alabama	fAlabama
a partnership composed of	
a sole trader doing business as	nooks and business of
T. E. Malone, dba. A. G. Motor Co. of Fairhone, Alabam	tached account against
is just and correct, within the knowledge of this affiant, that the items the posing the said account were sold and delivered to said	ereon stated and com-
at { their his } special instance and request, that credit has been duly given	
just and lawful offsets to which said account is entitled as thereon stated thereof, amounting to the sum of Ωne Thousand Five Dollars & 19/100 (\$ 1,005,19) with interest from) Dollare
(\$.1.005.19) with interest from INDUSTRIES SALES CORPOR	ATION OF ALABAMA
J. J. I hereby certify under my official seal that I am authorized as a Notary Public to administer oaths under the laws of the State of	HARNEY
and that the foregoing was subscribed and sword to before me on the day and year first above stated.	
CHARLES A. ARCENEAUX Public NOTARY PUBLIC ORIGINALS PARISH	
County of STATE OF LOUSTAIN MA	
My commission expires My Commission is issued For Life A. D. 19	

INDUSTRIES SALES CORPORATION

OF ALABAMA
51 S. WASHINGTON AVE.
MOBILE, ALABAMA

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A. G. Motor Company EsirHope, Ala.

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INDUSTRIES SALES CORPORATION

OF ALABAMA

51 S. WASHINGTON AVE.

MOBILE, ALABAMA

2

A. G. Motor Company FairMope, Ala.

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Industries Sales Corporation OF ALABAMA Phone 8-4789 OF ALABAMA 51 So. Washington Ave.

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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Industries Sales Corporation OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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A.G. Motor Co. Fairhope, Ala.	SHIP TO	
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

MOBILE, ALA.

OUR ORDER NO.

SHIP TO

A. G. Motor o. Fairhope, Ala.

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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MOBILE, ALA.

SHIP TO

OUR ORDER NO.

A.G. Motor Co.

Fairhope, Alabama

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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MOBILE, ALA.

ORDER NO.

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A.G.MOTOR CO.

FAIRHOPE, ALABAMA

SHIP TO

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YOUR ORDE	R NO.	DATE SHIPPED	ROUTING	SALESMAN	INVOICE DATE	INVOICE NU		
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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MOBILE, ALA.

SHIP TO

OUR ORDER NO.

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A.G. Motor Company Fairhope, Alabama

YOUR ORDER NO.	4-15-53	From TobilePick Up	salesman Hudson	4-16-53	INVOICE NUMBER	
QUANTITY		DESCRIPTION		UNIT PRICE	TOTAL	
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		W.C.WALDEN				

OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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MOBILE, ALA.

ORDER NO.

1492

A. G. Motor Company

Fairhope, Alabama

SHIP TO

Net 10th Prox

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OF ALABAMA

MOBILE, ALA.

Phone 8-4789

51 So. Washington Ave.

OUR ORDER NO. EXTRACT COPY

A.G.MOTOR COMPANY

FAIRHOPE, ALABAMA

SHIP TO

814

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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MOBILE, ALA.

OUR ORDER NO.

292

A.G.MOTOR COMPANY FAIRHOPE, ALABAMA SHIP TO

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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MOBILE, ALA.

ORDER NO.

281

A.G.Motor Company Fairhope, Alabama

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W.C.WALDEN				
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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MOBILE, ALA.

OUR ORDER NO.

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A.G. Motor Company Fairkope, Alabama

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		W.	C.WALDEN						
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

MOBILE, ALA.

ORDER NO.

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Γ.	A.G.MOTOR	COMPANY		1	SHIP TO	
•	FAIRHOPE,	ALABAMA			•	
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		W.C.	WALDEN				

OF ALABAMA

Phone 8-4789

·A.G.Motor Company

·Fairhope, Alabama

51 So. Washington Ave.

ORDER NO. 21092

MOBILE, ALA.

SHIP TO

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

MOBILE, ALA.

OUR ORDER NO. EXTRACT COPY

· A.G. metor Company · Fairhope, Alabama SHIP TO

213

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave. EXTRACT COPY

MOBILE, ALA.

ORDER NO.

21009

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	Fairhope,	Alabama	•	•
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TERMS: Net

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		W.C	.WALDEN					
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

MOBILE, ALA.

ORDER NO.

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	•	FAIRHOPE,				•
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	***	W.C.WALDEN					
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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358

MOBILE, ALA.

OUR ORDER NO.

A.G.MOTOR CO
FAIRHOPE, ALABAMA

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TERMS: Net 10th Prox

	IERMS: Net luth frox					
YOUR ORDER	NO. DATE SHIPPED	From MobilePick Up	salesman Walden	1-8-53	INVOICE NUMBER 358	
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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MOBILE, ALA.

ORDER NO. 501

. A.G.Motor Company - Fairhope, Alabama SHIP TO

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TERMS:

Net 10th Prox

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YOUR ORDE	R NO.	DATE SHIPPED ROUTING From Mobile			SALESMAN	INVOICE DATE	INVOICE NO	UMBER	
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QUANTITY	· water		DES	CRIPTION			UNIT PRICE	TOTAL	
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

MOBILE, ALA.

OUR ORDER NO. EXTRACT COPY 357

A.G. Motor Company SHIP TO
Fairhope, Alabama

TERMS:

Net 10th Prox

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

MOBILE, ALA.

OUR ORDER NO.

EXTRACT COPY

A.G.Motor Company Fairhope, Alabama

SHIP TO

890

	TERMS: Net 10th Prox							
YOUR ORDS	ER NO.	3-10-53	ROUTING From Mobile	ePick Up	salesman Hidson	invoice date 3-10-53	INVOICE NU 890	IMBER
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Industries Sales Corporation of ALABAMA

Phone 8-4789

	31 30. Washington Ave.						
	MOBILE, ALA.	OUR Extract Copy ORDER NO. 359					
A.G. Motor Company Fairhope, Alabama	SHIP TO						
<u>_</u> .							

YOUR ORD		ROUTING	·	ERMS: Net	10th Prox	1	
	1-2-53	Pick Up	•	Hudson	INVOICE DATE	INVOICE N 359	UMBER
QUANTITY		DESCRIPTI	ON) N		TOTAL	
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		W.O. WALDEN			A		
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		W.C. WALDEN			· · ·	,	

OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

Extract Copy

MOBILE, ALA.

221 ORDER NO.

SHIP TO A.G.Motor's Fairhope, Alabama

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		and a second second		W.C.	WALDEN					
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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

MOBILE, ALA.

OUR

ORDER NO. SHIP TO A. G. Motor Co. Fairhope, Ala.

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

MOBILE, ALA.

OUR ORDER NO.

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OF ALABAMA

Phone 8-4789

51 So. Washington Ave.

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The State of Alabama, CIRCUIT COURT, BALDWIN COUNTY Baldwin County TERM, 19
To any Sheriff of the State of Alabama, Greeting:
WHEREAS, at a regularTerm,19, of the Circuit Court of Baldwin County,
to-wit: On the local day of, 19_54_, being a regular day of
said term, INDUSTRIES SALES CORPORATION OF ALARAMA, a Corporation,
recovered judgment against T. B. MALONE
for the sum of One Phousend Fifty-five and hi/100 Dollars, and cost of suit,
and affidavit having been made by R. G. Ricksrby, Iz.
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:
Medeline J. Powers
has or is believed to have inpossession, or undercontrol money
discharged by the delivery of personal property, or which is payable in personal property. You Are Therefore Hereby Commanded to Summon Madeline I. Possers
to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on theMonday inA. D. 1954,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making new answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer. Shewas indebted to said defendant
Ta E. Molono and whether she will not be indebted in future to said defendant
T. E. Malonoby a contract then existing, and whether by a contract then existing size
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 sizehas not inpossession or undercontrol money or
effects belonging to the defendant T. E. Melone
Herein fail not, and have you then and there this Writ.
Witness, ALICE J. DUCK, Clerk of said Court, thisday of, A.D., 19_54
Issuedday ofA. D., 19
ATTEST:

Circuit Court, Baldwin County

No. 2028/4

VS. Garnishment On Judgment

Issued day of 19-1-

Returnable _____day of _____19____

Attorney

Printed by Moore Ptg. Co.

Efter cupy

Garnishment on Judgment.	
The State of Alabama, { Baldwin County	CIRCUIT COURT, BALDWIN COUNTYTERM, 19
To any Sheriff of the State of A	labama, Greeting:
WHEREAS, at a regular	Term,19, of the Circuit Court of Baldwin County,
÷	Ly, 19_54, being a regular day of
	PORATION OF ALABAMA, a Corporation,
SRIEGER SCHOOL SERVICE SCHOOL SERVICE SCHOOL SERVICE SCHOOL SCHOOL SERVICE SCHOOL SERVICE SCHOOL SERVICE SCHOOL SCHOOL SERVICE SCHOOL SERVICE SCHOOL	
recovered judgment against	
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	ive_and_idi/100Dollars, and cost of suit,
	Rickerby, Jr.
	sary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:	
G. Shelton Jones	
has or is believed to have inpo	ossession, or underbiscontrol money
or effects belonging to said defendant	Malone or that G. Shelton Jones is, or
is believed to be indebted to said defendant T. E.	Malone or to be liable to them, or to one of them on a
	n a contract for the payment of money which may be
discharged by the delivery of personal property, o	r which is payable in personal property.
You Are Therefore Hereby Command	ed to Summon
G. Shelton Jones	
to be and appear before the honorable Judge of th	e Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the	A. D. 1954_,
then and there within the three first days of the to	erm, to answer on oath, whether at the time of the service
of the garnishment, or at the time making	answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer	ewasthen indebted to said defendant
	will not be indebted in future to said defendant
	nd whether by a contract then existingho
	of personal property, or for the payment of money which
	perty, or which is payable in personal property, and

Be Malone by a contract then existing, and whether by a contract then existing be 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 he has not in his possession or under control money or effects belonging to the defendant To Malone

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this day of A. D., 1954

ATTEST:

Clerk.

Circuit Court, Baldwin County

No. 2028/2

VS. (Garnishment On Judgment

Issued _____day of _____19___

Returnable _____ day of _____ 19____

Attorney

Printed by Moore Ptg. Co.

Efre Copy

INDUSTRIES SALES CORPORATION OF ALABAMA,

> A Corporation Plaintiff.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA CASE NO. 2228

-V2-

T. E. MALONE.

Defendant

G. SHELFON JONES,

Garnishee.

ORDER

It appearing to the Court from the sworn answer of Garnishee, G. SHELTON JONES, 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 has not executed bond for the dissolution of garnishment, and that the Plaimiff recovered a judgment against the Defendant on the 18th day of May, 1954, in this Court for the sum of One Thousand Fiftyfive and 山/100 Dollars (\$1055.44) plus costs of Court in the sum of Nine and 70/100 Dollars (\$9.70);

It is therefore CONSIDERED, ORDERED and ADJUDGED by the Court that G. SHELTON JONES, Garnishee, pay into the hands of the Clerk of the Circuit Court of Baldwin County, Alabama, the sum of One Thousand Fifty-five and hu/100 Dollars (\$1055.44) and costs of court in the sum of Nine and 70/100 Dollars (\$9.70) out of the funds due said Defendant as admitted in the sworn enswer of Garnishee, which sum is to be held by the Clerk of the Circuit Court of Baldwin County, Alabama, subject to whatever orders may be hereafter rendered in said cause and when said sum is so paid into the hands of the Clerk, that the Garnishee be discharged from all liability for the amount so paid and that if said sum is not paid within ten days from this days, let execution issue.

Dated this the _____ day of September, 1954.

Thuber m I fore circuit Judge.

INDUSTRIES SALES CORPORATION OF ALABAMA:

a Corporation Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
CASE NO. 22282

-VS-

T. E. MALONE,

Defendant

MADELINE J. POWERS.

Garnishee.

ORDER

It appearing to the Court from the sworn answer of Garnishee, MADELINE J. POWERS, 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 has not executed bond for the dissolution of garnishment and that the Plaintiff recovered a judgment against the Defendant on the 18th day of May, 1954 in this court for the sum of One Thousand Fifty-five and 44/100 Dollars (\$1055.44) plus costs of Court in the sum of Nine and 70/100 Dollars (\$9.70);

It is therefore CONSIDERED, ORDERED and ADJUDGED by the Court that MADELINE J. POWERS, Garnishee, pay into the hands of the Clerk of the Circuit Court of Baldwin County, Alabama, the sum of One Thousand Fifty-five and LLL/100 Dollars (\$1055.LLL) and costs of court in the sum of Nine and 70/100 Dollars (\$9.70) out of the funds due said Defendant as admitted in the sworn answer of Garnishee, which sum is to be held by the Clerk of the Circuit Court of Baldwin County, Alabama, subject to whatever orders may be hereafter rendered in said cause and when said sum is so paid into the hands of the Clerk, that the Garnishee be discharged from all liability for the amount so paid and that if said sum is not paid within ten days from this date, let execution issue.

Dated this the 4 day of September, 1954.

Circuit Judge.

No 2228/2 J. E. Malme VS Madeline J. Powers

From Madeline

FILED OUT 4 1954

AUG J. WICK, ISSUEZ

INDUSTRIES SALES CORPORATION OF ALABAMA,

> A Corporation Plaintiff.

BALDWIN COUNTY, ALABAMA

CASE NO. 22283

IN THE CIRCUIT COURT OF

-VS-

T. E. MALONE,

Defendant

G. SHELTON JONES,

Garnishee.

ORDER

It appearing to the Court from the sworn answer of Garnishee, G. SHELTON JONES, 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 has not executed bond for the dissolution of garnishment, and that the Plainiff recovered a judgment against the Defendant on the 18th day of May, 1954, in this Court for the sum of One Thousand Fiftyfive and 中人100 Dollars (\$1055.中) plus costs of Court in the sum of Nine and 70/100 Dollars (\$9.70);

It is therefore CONSIDERED, ORDERED and ADJUDGED by the Court that G. SHELTON JONES, Garnishee, pay into the hands of the Clerk of the Circuit Court of Baldwin County, Alabama, the sum of One Thousand Fifty-five and 山/100 Dollars (\$1055.山) and costs of court in the sum of Nine and 70/100 Dollars (\$9.70) out of the funds due said Defendant as admitted in the sworn answer of Garnishee, which sum is to be held by the Clerk of the Circuit Court of Baldwin County, Alabama, subject to whatever orders may be hereafter rendered in said cause and when said sum is so paid into the hands of the Clerk, that the Garnishee be discharged from all liability for the amount so paid and that if said sum is not paid within ten days from this date, let execution issue.

Dated this the 4 day of September, 1954.

There m) for direct Judge.

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INDUSTRIES SALES CORPORATION OF ALABAMA,

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

a Corporation, Plaintiff

-VS-

T. E. MALONE,

Defendant

G. SHELTON JONES and MADELINE J. POWERS,

Garnishee.

NOTICE TO DEFENDANT

TO ANY SHERIFF OF THE STATE OF ALABAMA -- GREETING:

You are hereby commanded to notify T. E. MALONE that on the 340 day of form, 1954, a writ of garnishment in the above stated case was issued to G. SHELTON JONES and MADELINE J. POWERS, Garnishee.

And you will return this writ according to law.
WITNESS my hand this 30 day of ferr, 1954.

FILED

6-2-54

ALIGE J. OUCK, Clerk

Alice J. Duck, Clerk.

no 2228/2 I served a copy of the within Natice
on 1.6. Malane By service on_ TAYINR YHONS, Sheriff !
By J. Securpor D. S. notice To refendant FILL IE WILL REGISTER 42 ·

INDUSTRIAL SALES CORPORATION OF ALABAMA, A corporation,	
PLAINTIFF	≬ IN THE CIRCUIT COURT OF
	() BALIWIN COUNTY, ALABAMA,
VS	6 AT EAW
T. H. MALONE	X ST FWA
DEFENDANT	A
G. SHELTON JONES	from an annihilation of the control

GARNISHEE

Comes now G. Shelton Jones, Garnishee in the above styled cause and makes this his answer, in writing, under oath, in accordance with the terms of said garnishment as follows: That he is personally indebted to T. E. Malone and was at the time of the service of the garnishment in this cause upon a said promissory note in an amount in excess of \$2000.00.

Having fully answered said garnishment the said Garnishee prays to be hence dismissed, with reasonable cost for making this answer.

G. Shelton Jones

Sworn to and subscribed before me on this the day of September, 1954.

Notary Public, Baldwin County, Ala bama

FILED 9-3-54

ALICE I BUCK, Clerk

2028/2

SEP S 1954.

The State of Alabama, CIRCUIT COURT, BALDWIN COUNTY
Baldwin County)TERM, 19
ma our Chariff of the State of Alabama Granting.
To any Sheriff of the State of Alabama, Greeting:
WHEREAS, at a regularTerm,19, of the Circuit Court of Baldwin County,
to-wit: On the 18th day of May , 19 54, being a regular day of
said term, INDUSTRIES SALES CORPORATION OF ALABAMA, a Corporation,
recovered judgment against T. E. MALONE
recovered judgment against
2 7: 0' 0' 0' 0' 0' 0' 0' 0' 0' 0' 0' 0' 0'
for the sum of One Thousand Fifty-five and 44/100 Dollars, and cost of suit,
and affidavit having been made by E. G. Rickarby, Jr.
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:
AA
G. Shelton Jones
has or is believed to have in his possession, or under his control money
or effects belonging to said defendant T. E. Malone or that G. Shelton Jones is, or
is believed to be indebted to said defendant T.E. Malone or to be liable to them, or to one of them 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.
You Are Therefore Hereby Commanded to Summon
G. Shelton Jones
to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on theMonday inA. D. 1954,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the cornishment, or at the time making : $\Omega \Delta S$ answer or at any time intervening the time of serv-
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ing the garnishment, and making the answer he was then indebted to said defendant T.E. Malone and whether he will not be indebted in future to said defendant 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 he has not in his possession or under his control money or effects belonging to the defendant T.E. Malone Herein fail not, and have you then and there this Writ.

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Circuit Court, Baldwin County		The second secon	
No.2-812-8/m			
Industries Sales Corp			
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THE STATE OF ALABAMA, }

CIRCUIT COOM

a Notary Public

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who being duly sworn,	on oat	in says, that a regular			, ; . 	Term
and the second s		in County, to-wit: on the_18	4		May	
164 Indus	rie	s Sales Corporation	of Alabama,	a Corpor	ation	
		T. E. Malone				
One Thousand	FLC	ty-five and W/100	(\$1055.44)			Dollars,
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		r have effects of the said				
in their		_possession, or under	cheir cont	rol, and that	he believes pr	ocess of
		. Shelton. Jones an				
(1/1/11 / 2017		etion of said Judgment.			ä	
Sworn to and subscrib		A. D. 1954	FIL		- The	,
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ALION I, QUEK, GINSK

No. 2.028/2 CIRCUIT COURT

Industries Sales Corporation of Alabama,

a Corporation

T. E. Malone

AFFIDAVIT

Filed in Office,

ALICE - H. - OUCK, - Clerk

Clerk.

Gill Printing Co., Mobile, Ala.

TERM, 19
To any Sheriff of the State of Alabama, Greeting:
WHEREAS, at a regularTerm,19,, of the Circuit Court of Baldwin County,
to-wit: On the 18th day of May , 19 54, being a regular day of
said term, INDUSTRIES SALES CORPORATION OF ALABAMA, a Corporation,
recovered judgment against T. E. MALONE
for the sum of One Thousand Fifty-five and 44/100 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 persons or corporations, viz:
Madeline J. Powers
has or is believed to have in her possession, or under her control money
has or is believed to have in her possession, or under her control money or effects belonging to said defendant T. E. Malone or that she is or
or effects belonging to said defendant T. E. Malone or that she is, or
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or effects belonging to said defendant T. E. Malone or that
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or effects belonging to said defendant T. E. Malone or that she is, or is believed to be indebted to said defendant T. E. Malone to be liable to them, or to one of them 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. You are Therefore Hereby Commanded to Summon Madeline J. Powers to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Eay Minette, on the Monday in A. D. 1954., then and there within the three first days of the term, to answer on oath, whether at the time of the service of the garnishment, or at the time making her answer, or at any time intervening the time of serving the garnishment, and making the answer she was then indebted to said defendant
or effects belonging to said defendant T. E. Malone or that
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Received 3 day of fless 1850 and on day of fless 1850 I served a copy of the within summer fless on day of fless 1850	ORIGINAT.
By service on Marketing	Circuit Court, Baldwin County
By service on Madeline J. Laures TAY OR WITTINS, Sheriff BY Sicury P.D. S.	No. 2228/2
	VS. Garnishment On Judgment
	Issued day of 19 Returnable day of 19 Attorney

Printed by Moore Ptg. Co.

ELLIOTY G. RICKARBY (DECEASED)

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

8 November 1954

Mrs Alice J. Duck Clerk Ciffcuit Court Bay Minette, Ala.

No: 2228분

Re: Industries Sales Corp.

Dear Mrs. Duck:

Vs: T. E. Malone Jones-Bowers, Garnishees

You will remember you entered up an order in the form of a judgment against Jones and Powers.

Please put execution in the hands of the Sheriff on both of these and instruct him to proceed with the collection.

Yours very truly,

cc: Dun & Bradstreet

co: Taylor Wilkins 1838

LAW OFFICES

ELLIOTT G. RICKARBY (DECEASED)

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

31 May 1954

E. G. RICKARBY, JR.

Mrs. Alice J. Duck Clerk Circuit Court Bay Minette, Ala.

Dear Mrs. Duck:

Re: Industires Sales Corp.

Vs: T. E. Malone No: 2228

With this we are handing you affidavit as to garnishment, writs for G. Shelton Jones and Madeline J. Powers, and notice to defendant.

Please process and oblige.

Also when you hand those to the Sheriff please hand him the enclosed letter.

Thanks.

Yours very truly,

Rickarby,

R/i Encls.

cc: Dun & Bradstreet, Inc. 1838

INDUSTRIES SALES CORPORATION
OF ALABAMA, a corporation,
Plaintiff,
IN THE CIRCUIT COURT OF

VS.

BALDWIN COUNTY, ALABAMA

T. E. MALONE,
Defendant,
NO. 2028

MADELINE J. POWERS,
Garnishee.

Personally appeared before me, Los J. Hydrus, a Notary Public in and for said state and dounty, Madeline J. Powers, who on oath answers the writ of garnishment issued in this case and served on her, the garnishee, and says that she is duly authorized to make this answer and has knowledge of the facts stated herein; that said garnishee is indebted to the defendant in the amount of \$2,082.50 plus interest thereon at the rate of 5% per annum from September, 1953, which indebtedness is described in a note executed by garnishee in September, 1953 and payable to defendant, which note will not be due and payable until, to-wit, the 10th day of September, 1954.

For further answer to said writ of garnishment, affiant says that garnishee was not otherwise indebted to defendant at the time the garnishment was served and will not be indebted in the future to said defendant by a contract existing at the time of service of the garnishment and of making this answer, with the exception of said note, and that garnishee does not have in her possession or under her control any personal or real property or things of value belonging to the defendant.

Madeline Towers

Subscribed and sworn to before me on this _9_ day of July, 1954.

Notary Public, Baldwin County, Alabama

Inc. S. Ruffman, Notary Public State of Alabama My Commission Expires October 9 1957

Aiecd 7-10-5-4 anich-neuek Ceerka INDUSTRIES SALES CORPORATION OF ALABAMA:

a Corporation Plaintiff IN THE CIRCUIT GOURT OF BALDWIN COUNTY, ALABAMA CASE NO. 2228

-VS-

T. E. MALONE,

Defendant

MADELINE J. POWERS,

Garnishee.

ORDER

It appearing to the Court from the sworn answer of Garnishee, MADELINE J. POWERS, 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 has not executed bond for the dissolution of garnishment and that the Plaintiff recovered a judgment against the Defendant on the 18th day of May, 1954 in this court for the sum of One Thousand Fifty-five and 44/100 Dellars (\$1055.44) plus costs of Court in the sum of Nine and 70/100 Dellars (\$9.70);

It is therefore CONSIDERED, ORDERED and ADJUDGED by the Court that MADELINE J. POWERS, Garnishee, pay into the hands of the Clerk of the Circuit Court of Baldwin County, Alabama, the sum of One Thousand Fifty-five and 44/100 Dollars (\$1055.44) and costs of court in the sum of Nine and 70/100 Dollars (\$9.70) out of the funds due said Defendant as admitted in the sworn answer of Garnishee, which sum is to be held by the Clerk of the Circuit Court of Baldwin County, Alabama, subject to whatever orders may be hereafter rendered in said cause and when said sum is so paid into the hands of the Clerk, that the Garnishee be discharged from all liability for the amount so paid and that if said sum is not paid within ten days from this date, let execution issue.

Dated this the 4 day of September, 1954.

Hobert M Hele Circuit Judge.

INDUSTRIES SALES CORPORATION OF ALABAMA,

IN THE GIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

a Corporation, Plaintiff

...V 5 --

T. I. MALONE,

Defendant

G. SHELTON JONES and MADELINE J. POWERS,

Garmishee.

NOTICE TO DEFENDANT

TO ANY SHERIFF OF THE STATE OF ALABAMA -- GREETING:

on the Wo day of Jack 1954, a writ of garnishment in the above stated case was issued to G. SHELTON JONES and MADELINE J. FOWERS, Carnishee.

And you will return this writ according to law.
WITNESS my hand this 24 day of home; 1954.

Alto J Jook, Stork.

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Application prof.

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