

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

February TERM, 1956

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular July Term, 1954, of the Circuit Court of Baldwin County,
to-wit: On the 20th day of July, 1954, being a regular day of
said term, First Finance Inc.

recovered judgment against James E. Daily

for the sum of One hundred and thirty-six and 04/100 Dollars, and cost of suit,
and affidavit having been made by J. Connor Owens, Jr., attorney of record
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

E. Hawkins, Rte 1, Robertsedale, Alabama

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant James E. Daily or that he is, or
is believed to be indebted to said defendant James E. Daily 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

E. Hawkins, Rte. 1, Robertsedale, Alabama

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 the within 30 days from the service hereof

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 his answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer was indebted to said defendant

and whether he will not be indebted in future to said defendant

James E. Daily contract then existing, and whether by a contract then existing
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 has not in possession or under control money or
effects belonging to the defendant his his

Herein fail not, and have you thereon the Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this day of A. D., 19

Issued 18th day of A. D., 19 February 56

ATTEST:

Alice J. Duck, Clerk.

Circuit Court, Baldwin County

No. 2233 1/2

FIRST FINANCE, INC.

VS. { Garnishment On Judgment

E. HAWKINS, AND JAMES E.
DAILY

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

FILED

FEB 10 1956

ALICE A. BROWN, Clerk

Attorney

Printed by Moore Ptg. Co.

State of Alabama
BALDWIN COUNTY

TO James E. Daily, Defendant:

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

First Finance, Inc., Plaintiff,

versus James E. Daily, Defendant,

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

E. Hawkins,

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 10th.

day of February, 1956.

Reice J. Buck
Clerk of the Circuit Court.

Received 10 day of Feb 1956

and on _____ day of _____ 19____

served a copy of the within Notice

on James E. Dailey

by service on _____

TAYLOR WILKINS, Sheriff

By _____ D. S.

Returned 28 day of April 1956

Not found in my county after diligent search and inquiry.

Taylor Wilkins, Sheriff

By Ellen J. Steadman
Deputy Sheriff

RECORDED

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

FIRST FINANCE INC.

Plaintiff.....

VS.

JAMES E. DAILEY

Defendant.....

RECORDED
NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO
FIRST FINANCE INC.

Plaintiff.....

VS.

JAMES E. DAILEY

Defendant.....

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

February

TERM, 19-56

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular July Term, 19-54, of the Circuit Court of Baldwin County,
to-wit: On the 20th day of July, 1954, being a regular day of
said term, First Finance Inc.

recovered judgment against James E. Daily

for the sum of One hundred and thirty six and 04/100 Dollars, and cost of suit,
and affidavit having been made by J. Connor Owens, Jr., attorney of record
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

E. Hawkins, Rte 1, Robertsdale, Ala

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant James E. Daily or that he is, or
is believed to be indebted to said defendant James E. Daily 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

E. Hawkins, Rte. 1, Robertsdale, Alabama

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 the within 30 days from the service hereof
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 his answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer he was so indebted to said defendant
James E. Daily and whether he will not be indebted in future to said defendant
Daily by a contract then existing, and whether by a contract then existing he
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 James E. Daily

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

Witness, ALICE J. DUCK, Clerk of said Court, this February day of February, A.D., 1956.

Issued 10 day of Feb A. D., 19-56

ATTEST:

Alice J. Duck Clerk.

RECORDED

Circuit Court, Baldwin County

No. 2233 1/2

FIRST FINANCE, INC.

VS. } Garnishment On Judgment

E. HAWKINS, AND JAMES
E. DAILY

E. Hawkins, Garnishee

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

FILED

FEB 20 1956

CLERK J. DUSCH, CLERK

Attorney

Printed by Moore Ptg. Co.

Received 10 day of Feb 1956

and on _____ day of _____ 19____

I served a copy of the within writ

on E. Hawkins

By service on _____

TAYLOR WILKINS, Sheriff

By _____ D. S.

Returned 28 day of April 1956

Not found in my county after diligent search and
quidry

Taylor Wilkins, Sher

By Edgar Steadman
Deputy Sheriff

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Alice J. Duck, Circuit Clerk of Baldwin County, Alabama, in and for said State and County, personally appeared J. Connor Owens, Jr., who, being duly sworn, doth depose and say that he is Attorney of Record for First Finance, Inc., and of his personal knowledge says that James E. Daily is by judgment indebted to First Finance, Inc., in the sum of ONE HUNDRED AND THIRTY SIX AND 04/100 (\$136.04) DOLLARS said judgment being taken in this Court the 20th day of July, 1954, and that E. Hawkins, Route 1, Robertsdale, Alabama, is suppose to be indebted to the said defendant James E. Daily, or to have effects of the said defendant in his possession or under his control and that he believes that the process of garnishment is necessary to obtain satisfaction of the said judgment; and that the said E. Hawkins is believed to be chargeable as garnishee in the said cause and that this writ is not for the purpose of vexing or harassing the said defendant or other improper motives.

J. Connor Owens, Jr.

Sworn to and subscribed before me this the 10 day of February, 1956.

Alice J. Duck
Clerk

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW

NO. 2233 1/2

FIRST FINANCE, INC.,

PLAINTIFF

VS.

E. HAWKINS, GARNISHEE, AND
JAMES E. DAILY, DEFENDANT

E. Hawkins
AFFIDAVIT *Garnishee*

FILED

FEB 10 1956

JANE M. WICK, CLERK

\$ 320.00
(Total Amount of Note)

Mobile
(City)

Alabama
(State)

March 8, 1952
(Date)

Standard Motors, Inc.

(Dealer)

For value received, the undersigned promise(s) to pay to the order of
or order, the sum of Three Hundred Twenty and no/100 Dollars,
payable in 20 semi-mo installments of \$ 16.00 each, except the final installment which shall be \$; the first
installment shall be due on March 22nd, 1952, after date hereof, and one of such remaining installments shall be due on the
ea 2 weeks day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar, or fraction thereof, in addition to the in-
stallments shown above. Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installments promptly,
together with a reasonable attorney's fee, if an attorney is employed or consulted, and authority is given irrevocably to any attorney-at-law to appear
for me in any court, and waive the issue and service of process and confess a judgment against me in favor of the holder hereof, for such amount as may
appear to be unpaid hereon after maturity, together with costs and attorney's fees, and to release all errors and waive all right of appeal. Value received
without relief under any exemption or insolvency law. Upon non-payment of any installment at its maturity all remaining installments shall at the option
of the holder become immediately due and payable. The makers, endorsers and guarantors hereby waive notice of non-payment, protest, presentment and
demand, and consent that without notice to and without releasing the liability of endorsers the holder may elect any remedy and compound or release any
rights against the maker. Any indulgence granted me shall not constitute a waiver of any of your rights.

NEGOTIABLE AND PAYABLE AT THE OFFICE OF
FIRST FINANCE, INC.
452 Government Street
Mobile, Alabama

James E. Dailey
(Signature of Purchaser)
James E. Dailey

For value received pay to
FIRST FINANCE, INC.

or order with recourse on us

.....
Dealer

By

Signature