

ELSIE K. FIDLER,  
Plaintiff,  
VS.  
J. H. BISHOP,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW.  
NO. 2339

AMENDED PLEA.

Comes now the defendant and amends his pleas heretofore  
filed in the cause by adding the following plea:

-2-

The defendant for answer to the said complaint, saith that  
he has paid the debt, for the recovery of which this suit was  
brought, before the action was commenced.

Julian A. Madbury, Jr.  
Attorney for defendant.

I hereby certify that on this the 8<sup>th</sup> day of March, 1955, I  
have served a copy of the foregoing amended plea on Honorable  
James Hendrix, attorney for the plaintiff, by placing a copy in  
an envelope properly stamped and addressed to him at Robertsdale,  
Alabama, and placing the same in the United States Mail.

Julian A. Madbury, Jr.  
Attorney for defendant.

ELSIE K. FIDLER,  
Plaintiff,  
VS.  
J. H. BISHOP,  
Defendant.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 2339

ANSWER

Comes the defendant, J. H. Bishop, and, for answer to the  
complaint heretofore filed in said cause, says:

1. That the allegations of the complaint are untrue.

Jeffrey A. Madaleno Jr.  
Attorney for Defendant.

Defendant respectfully requests that this cause be tried  
by a jury.

Jeffrey A. Madaleno Jr.  
Attorney for Defendant.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons J. H. BISHOP to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of ELSIE K. FIDLER.

Witness my hand this the 5th day of August, 1954.

Deirda A. Wickett  
Clerk

ELSIE K. FIDLER,  
Plaintiff

vs

J. H. BISHOP,  
Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. \_\_\_\_\_

The Plaintiff claims of the Defendant, Seven Hundred and no/100 Dollars (\$700.00) due by two promissory notes made by him on the 14th day of January, 1953, and payable on June 1, 1953 and November 1, 1953, respectively together with the interest thereon.

And the Plaintiff further avers that by the terms of said notes the Defendant waived all rights to exemption under the Constitution and laws of the State of Alabama; and further, that Defendant agreed to pay a reasonable attorney's fee in the event it became necessary to employ an attorney to collect said note and Plaintiff avers that Two Hundred and no/100 Dollars (\$200.00) is a reasonable attorney's fee.

James A. Hendrix  
Attorney for Plaintiff

STATE OF ALABAMA:

COUNTY OF MOBILE:

Elsie K. Fidler

PLAINTIFF

J. H. Bishop

DEFENDANT

VS:

Your No. 2339 1/2 -

ALABAMA DRY DOCK & SHIPBUILDING COMPANY, Garnishees:

Before the Circuit Court, Baldwin County  
Court of ~~Mobile~~ <sup>XXXXX</sup> in and for said County and State:

And now comes the Alabama Dry Dock and Shipbuilding Company, through and by H. H. Wilson its agent duly authorized by it to make this answer, and for answer to the garnishment in this cause says:

That at the service of this writ of garnishment and at the time of making its answer thereto, it is indebted to said defendant in the sum of Two Hundred Thirty One & 65/100-----Dollars, (\$ 231.65 ) being wages, salary or compensation for personal services rendered by defendant, who is a resident of the State of Alabama, and that neither at the time of the service of said writ, nor at any time since has it been indebted to said defendant in any other and further sum; and that it will not be indebted in the future to said defendant by a contract now or previously existing; and that is not liable to said defendant by a contract now or previously existing 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 that it has not now in its possession or under its control any money or effects belonging to said defendant, and that it has not had in its possession or under its control since the service of said writ any money belonging to said defendant, and that it does not know or believe that any other person is indebted to said defendant; and that it does not know or believe that any other person has effects of said defendant in his possession or under his control.

And having answered said Garnishment, prays to be hence dismissed with its reasonable costs in his behalf expended.

**FILED**

APR 26 1960

ALICE A. DUCK CLERK  
Subscribed and sworn to before me, this

25th day of April 1960

ALABAMA DRY DOCK & SHIPBUILDING CO.

By H. H. Wilson Agent

H. H. Wilson

Refer to our No. 1797

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

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*Note - Please send us letter of Condemnation on the above & we will mail chk. for same - H.H.W.*

NOTICE OF GARNISHMENT

BT-6-54-1200

State of Alabama  
BALDWIN COUNTY

TO J. H. Bishop, Defendant:

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

Elsie K. Fidler, Plaintiff,

versus J. H. Bishop, Defendant,

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

Alabama Dry Dock and Shipbuilding Company

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 9

day of February, 194<sup>60</sup>

*Alice J. Smith*  
Clerk of the Circuit Court.

**THE STATE OF ALABAMA,** }  
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

TERM, 194

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

WHEREAS, At a regular March Term, 194 of the Circuit Court of Baldwin County,  
to-wit: On the 12th day of March, 1936, being a regular day of  
said term, Elsie K. Fidler

for the sum of Two hundred Dollars, and cost of suit,  
and affidavit having been made by Elsie K. Fidler  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

Alabama Dry Dock and Shipbuilding Company

has or is believed to have in their possession, or under their control money  
or effects belonging to said defendant J. H. Bishop or that they are is, or

~~is believed to be indebted to said defendant J. H. Bishop, or is liable to said 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 or which is payable in personal property.~~

**You Are Therefore Hereby Commanded to Summon**

Alabama Dry Dock and Shipbuilding Company

to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in  
the city of Bay Minette, on the Within 30 days Monday in Monday A. D. 194, Monday,  
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 their answer, or at any time intervening the time of serv-  
ing the garnishment and making the answer they were indebted to said defendant.

J. H. Bishop by a contract then existing, and whether by a contract then existing they  
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 they have in their possession or under their control money or  
effects belonging to the defendant J. H. Bishop

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

Witness, Alice J. Duck Clerk of said Court, this 9 day of Feb

A. D., 1940.ISSUED                      day of                     

A. D. 194

ATTEST:

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Alice J. Duck Clerk.

THE STATE OF ALABAMA, }  
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid Elsie K. Fidler

who being duly sworn, on oath says, that a regular March Term  
of the Circuit Court of Baldwin County, to-wit: on the 12th day of March  
19 56, Elsie K. Fidler

recovered a judgment against J. H. Bishop  
for the sum of

Two hundred Dollars  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
Alabama Dry Dock and Shipbuilding Company

supposed to be indebted to or have effects of the said J. H. Bishop  
in their possession, or under their control, and that he believes process of  
Garnishment against said J. H. Bishop  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 6  
day of Feb A. D. 19 56

Elsie K. Fidler

Notary Public, State of Alabama, at 1956  
My commission expires Sept. 25, 1957  
Bonded by Employers Liability Assurance  
Corporation

ELSIE K. FIEDLER

Plaintiff

vs

J.H. BISHOP,

Defendant

IN THE CIRCUIT COURT OF

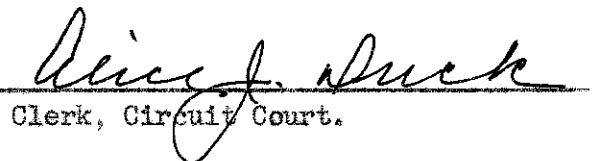
BALDWIN COUNTY, ALABAMA

AT LAW, CASE NO. 2339 $\frac{1}{2}$

ALABAMA DRY DOCK & SHIPBUILDING CO., Garnishee

Comes the Garnishee in the above styled cause and files his answer; and the same being considered by the Court; it is therefore ordered by the said court that The funds now in the hands of Alabama Dry Dock & shipbuilding Company, \$231.65, is condemned to the satisfaction of the Judgment and costs in the above suit and the said Alabama Dry Dock & Shipbuilding Company is ordered to pay said amount into the hands of the Circuit Clerk of Baldwin County, Alabama. to be applied to the Costs and judgment in said above suit.

Witness my hand and seal this 26 day of April, 1960

  
Clerk, Circuit Court.



## CLAIM OF HOMESTEAD EXEMPTION

STATE OF ALABAMA

# BALCON COUNTRY

Before me the undersigned authority, personally appeared  
HURLEY BISHOP, who being by me first duly and legally sworn doth  
depose and say as follows:

My name is HURLEY BISHOP. I am a resident of Baldwin County, Alabama.

I am the owner of the Southwest quarter of the Southwest quarter of the Northeast Quarter of Section 13, Township 6 So; Range 2 East, and also the North one-half ( $\frac{1}{2}$ ) of the Southwest Quarter of the Northeast Quarter of Section 13, Township 6; range 2 East. I am claiming the above described property as my homestead; that the above described property contains Thirty (30) acres more or less; that the above described property is valued at the sum of Four thousand five hundred (\$4,500.00) Dollars; that the above described property is my residence and homestead.

Done this the 31st day of October, 1960.

Harley Bishop

Sworn to and subscribed

before me on this the

day of \_\_\_\_\_, 1960.

Notary Public