

2508

ELLA D. CALDWELL

PLAINTIFF

VS

JAKE CROOK

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

BOOK 002 PAGE 341

1.

~~The Plaintiff claims of the Defendant Two Hundred Sixty (\$260.00)~~

Dollars due by promissory note made by him on the 24th day of September, 1953 and payable on the 24th day of October, 1953 with interest thereon.

2.

The Plaintiff further alleges that in and by the terms of said Promissory Note the Defendants severally agreed to pay all costs of collecting, or securing, or attempting to collect or secure this Note, including a reasonable Attorney's fee, whether the same be collected or secured by suit or otherwise and the Plaintiff alleges that the sum of Forty (\$40.00) Dollars is a reasonable attorney's fee in this regard and further claims of the Defendant said sum.

The Plaintiff further alleges that in and by the terms of said Promissory Note the Defendants severally waived as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, or any other State, as to personal property and the Plaintiff does hereby claim the benefit of said waiver.

FILED

1-12-55

ALICE J. JUCK, Clerk


Attorney for Plaintiff.

STATE OF ALABAMA
BALDWIN COUNTY

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, C. Le^Noir Thompson, who being duly sworn, deposes, and saith that Ella D. Caldwell at the February Term, A. D., 1955, of the Circuit Court of Baldwin County recovered a judgment against Jake Crook for the sum of Three Hundred Twenty (\$320.00) Dollars and the further sum of Ten and 40/100 Dollars (\$ 10.40) Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Newport Industries, Inc., has or is believed to have in it's possession or under it's control, money or effects belonging to the defendant, or that Newport Industries, Inc., are believed to be indebted to the defendant, or is to be liable to 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.

C. Le^Noir Thompson

witness my hand and seal
this 15th Sept 1955 *Alice J. Duck*

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

Sept.

TERM, 19 55

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Feb. Term, 19 55, of the Circuit Court of Baldwin County,
to-wit: On the 2nd. day of Feb., 19 55, being a regular day of
said term, ELLA D. CALDWELL

recovered judgment against

JAKE CROOK

for the sum of Three Hundred Twenty and no/100 (\$320.00) Dollars, and cost of suit,
and affidavit having been made by C. Lenoir Thompson
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Newport Industries, Inc.

has or is believed to have in their possession, or under their control money
or effects belonging to said defendant Jake Crook or that Newport Industries is, or
is believed to be indebted to said defendant Jake Crook 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

Newport Industries, Inc.

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 thirty days Monday in Sept. A. D. 19 55,
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 was indebted to said defendant
Jake Crook and whether they will not be indebted in future to said defendant
Jake Crook 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 has not in their possession or under their control money or
effects belonging to the defendant Jake Crook

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

Witness, ALICE J. DUCK, Clerk of said Court, this 15th. day of Sept., A. D., 19 55

Issued 15th. day of Sept. A. D., 19 55.

ATTEST:

Alice J. Duck, Clerk.

STATE OF ALABAMA,
BALDWIN COUNTY

TO JAKE CROOK, Defendant :

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

ELLA D. CALDWELL, Plaintiff.....

versus JAKE CROOK, Defendant.....

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

NEWPORT INDUSTRIES, INC.

have been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 15th.....

day of Sept., 1955.

Reice J. Smith

Clerk of the Circuit Court.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,
Baldwin County.

}

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon JAKE CROOK

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against _____

JAKE CROOK

_____, Defendant.

by ELLA D. CALDWELL

_____, Plaintiff.

Witness my hand this 12 day of January 1955.

Eric J. Wick, Clerk

BOOK 002 PAGE 340