

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

February

TERM, 1958

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular April Term, 1955, of the Circuit Court of Baldwin County,
to-wit: On the 19th day of April, 1955, being a regular day of
said term, E. B. Overton, individually, and d/b/a
E. B. Overton Realtor
recovered judgment against Thomas McKenzie

for the sum of Four Hundred Twenty (\$420.00) Dollars, and cost of suit,
and affidavit having been made by Ernest M. Bailey, Attorney
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 Ship Building Company

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant Thomas McKenzie or that it is, or
is believed to be indebted to said defendant Thomas McKenzie 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

Alabama Dry Dock and Ship Building Company

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, ~~xxxx~~ within 30 days ~~ix x x x x x Ax Dx 19 x~~

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

Thomas McKenzie and whether it will not be indebted in future to said defendant

Thomas McKenzie by a contract then existing, and whether by a contract then existing it

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 it has not in its possession or under its control money or
effects belonging to the defendant Thomas McKenzie (sometimes known as T. A. McKenzie)

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

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

Issued 13 day of Feb A.D., 1958

Executed Feb. 15, 1958 ATTEST:

19

Alice J. Duck, Clerk.

Received

and on

I served a copy of the within

on

by service on

RAY D. BRIDGES, Sheriff

(EX) J. A. Bridges, D. S.

Circuit Court, Baldwin County

No. 2532 1/2

E. B. OVERTON, Individually,
and d/b/a E. B. OVERTON REALTOR

VS. { Garnishment On Judgment

THOMAS MCKENZIE

25X
ad.

Issued _____ day of _____ 19__

FILED

Returnable FEB 13 1958 day of _____ 19__

ALICE J. BUCK, Clerk

Ala. D. S. B.

Attorney

Printed by Moore Ptg. Co.

2/17

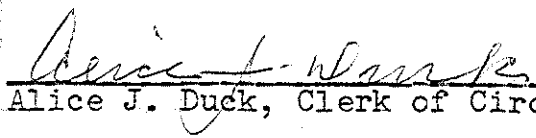
STATE OF ALABAMA)
BALDWIN COUNTY)

AFFIDAVIT

Before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, personally appeared Ernest M. Bailey, who, being duly sworn, deposes and saith that E. B. Overton, individually, and d/b/a E. B. Overton Realtor at the April Term, A. D. 1955, of the Circuit Court of Baldwin County recovered a judgment against Thomas McKenzie for the sum of Four Hundred Twenty (\$420.00) Dollars and the further sum of Nine and 95/100 (\$9.95) Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Alabama Dry Dock and Ship Building Company has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that Alabama Dry Dock and Ship Building Company is 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.


Ernest M. Bailey

Sworn to and subscribed before me this the 13 day of February, 1958.


Alice J. Duck, Clerk of Circuit Court

Affidavit

Before me, Alice J. Brock, Clerk of the Circuit Court in and for Baldwin County, personally appeared Ernest M. Bailey, who, being duly sworn, deposes and says that E. B. Overton, Individually, and d/b/a E. B. Overton Real Estate Company, recovered a judgment against Thomas McKenzie for the sum of four hundred twenty (\$420.00) Dollars and the further sum of nine and 25/100 (\$9.25) Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Alabama Dry Dock and Ship Building Company has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that Alabama Dry Dock and Ship Building Company is 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.

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AFFIDAVIT

**E. B. OVERTON, Individually,
and d/b/a E. B. OVERTON,
REALTOR**

PLAINTIFF

VERSUS

**THOMAS MCKENZIE,
DEFENDANT**

**IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA**

FILED

FEB 19 1958

ALICE J. BROCK, Clerk

CLERK OF THE CIRCUIT COURT

EXECUTED

This 25 day of Feb, 1958
by serving a copy of the within on
Thomas McKenzie
RAY D. BRIDGES, Sheriff
By Jadama D.S.

W/320
9320

2532-1/2 305

3/12

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

ALABAMA DRY DOCKS AND
SHIPBUILDING COMPANY

W.N. Wilson

E. B. OVERTON, Individually,
and d/b/a E. B. OVERTON
REALTOR Plaintiff.....

VS.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Realtor

THOMAS McKENZIE

Defendant.....

STATE OF ALABAMA:

COUNTY OF MOBILE:

E.B. Overton, Individually and d/b/a
Overton Realtor PLAINTIFF

Thomas McKenzie DEFENDANT

VS:

Your No. 2532½

ALABAMA DRY DOCK & SHIPBUILDING COMPANY, Garnishees:

Before the Circuit Court of Baldwin County
~~XXXXXX~~
Court of Mobile 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
Eighty Four & 60/100 Dollars, (\$ 84.60)
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 de-
fendant, 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.

Note: The above named defendant having been dropped from our pay-roll September 12,
1958 for failure to report for work when called. We are reporting balance of amount
collected in order to close out this Garnishment.

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

ALABAMA DRY DOCK & SHIPBUILDING CO.

By H.H. Wilson Agent

H.H. Wilson

Subscribed and sworn to before me, this

21st day of November 1958

J.E. Davis
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

Refer to our no. 1412

FILED

NOV 27 '58

ALICE J. DUCK, CLERK
REGISTER

E. B. OVERTON, individually,
and d/b/a E. B. Overton, Realtor
Plaintiff

vs.

THOMAS McKENZIE, *T. A. McKenzie*
Defendant
LLOYD BAXTER,
Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

STATE OF ALABAMA)
BALDWIN COUNTY)

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

You are hereby commanded to notify THOMAS McKENZIE that on the
day of April, 1955, a writ of garnishment in the above stated case was issued
LLOYD BAXTER as garnishee.

Witness my hand this 26 day of April, 1955.

Reice J. Duck
Clerk.

No. 2532 1/2

NOTICE

RECORDED

E. B. OVERTON, individually, and
d/b/a E. B. OVERTON REALTOR

Plaintiff

VS.

THOMAS MCKENZIE,

Defendant

LLOYD BAXTER,

Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

FILED

APR 26 1955

ALICE J. DUCK, Register

Defendant live at
Birmingham

ved 27 day of April 1955
at 27 day of April 1955
ed a copy of the within notice

ryice on Thomas McKenzie

TAYLOR WILKINS, Sheriff
By Carlisle Chuares D.S.

no. 2632 1/2

WRIT ON JUDGMENT

E. B. OVERTON, individually, and
d/b/a E. B. OVERTON REALTOR
Plaintiff

VS.

THOMAS MCKENZIE, *✓*
T.A. McKenzie Defendant
LLOYD BAXTER,
Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

FILED

APR 26 1995

ALICE J. DUCK, Register

Received 27 day of April 1995
and on 27 day of April 1995
served a copy of the within Writ of Habeas
in _____

By service on Lloyd Baxter
TAYLOR WILKINS, Sheriff
By Carlisha Williams

STATE OF ALABAMA)
BALDWIN COUNTY)

AFFIDAVIT ON JUDGMENT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, Ernest M. Bailey, who being duly sworn, deposes and says that E. B. Overton, doing business as E. B. Overton Realtor, at the April 1955, Term of the Circuit Court of Baldwin County recovered a judgment against Thomas McKenzie for the sum of Four Hundred Twenty Dollars (\$420.00), and the further sum of Nine Dollars and Ninety Five Cents (\$9.95), cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Lloyd Baxter has or is believed to have in his possession, or under his control, money or effects belonging to the Defendant, or that he is or is believed to be indebted to the Defendant, or to be liable to him 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.

Ernest M. Bailey

Sworn to and subscribed before me on
this the 24 day of April, 1955.

Alice J. Duck
Clerk of the Circuit Court
of Baldwin County, Alabama.

AFFIDAVIT ON JUDGMENT

E. B. OVERTON, individually, and
d/b/a E. B. OVERTON REALTOR

Plaintiff

VS.

THOMAS MCKENZIE, *TM McKenzie*
Defendant

LLOYD BAXTER,
Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

FILED
APR 26 1953

ALICE J. DUCK, Register

*Defendant lives at
Barnwell.*