
Executed by personal service and notice of

Garnishment _____

K. N. Tyndall

this 7 day of Jan 1953

Taylor Melvin Constable

By Robert L. Loefer D. C.

The State of Alabama,
Baldwin County

In the Justice Court of
FRANK P. PROPST

Jan Term, 1953

Summons and Complaint

Barnum Drug Store
Chas. R. Barnum

Plaintiff__

VS.

K. N. Tyndall

Defendant__

The Defendant is hereby notified that
Writ of Garnishment has been served on

J. P.

Location: _____

THE STATE OF ALABAMA

Baldwin County

IN THE JUSTICE COURT OF

TO ANY LAWFUL OFFICER OF THE COUNTY OF BALDWIN:

You are hereby commanded, of the goods and chattels of

you make the sum of

\$21.16

Dollars, which

recovered before me, of him, on the

15

day of

19 1953 besides

\$7.60

Dollars, his costs; and make return to me on the

how you have executed this writ.

Witness my hand this, the

day of

Justice of the Peace.

Execution must be made returnable not less than twenty nor more than sixty days from the date of its issue.

JUSTICE'S FEES	AMOUNT	SHERIFF'S FEES	AMOUNT
Summons and proceedings thereon to judgment, if judgment be for less than \$50.00 \$	50	For levying an attachment	\$ 3 00
Same services if judgment be for more than fifty dollars	1 00	Entering and returning attachment	25
Each warrant in a quiet title action and proceedings thereon to judgment	1 00	Summoning garnishee and making return	1 50
Subpoena for each witness	15	Serving summons on writ	1 50
Execution and taxing costs thereon	50	Serving notice Scire Facias or notice in the nature thereof, and returning same	1 50
Attachment bond and affidavit	50	Serving Subpoenas	65
Summoning garnishee and taking examination in all cases in which the answer is for not more than fifty dollars	50	Collecting Cost Executions	1 50
Same services, in all cases, in which the answer is for over fifty dollars	75	Executing a writ of possession	5 00
Issuing each attachment	50	Taking and approving bonds	1 00
Each appeal or certiorari, including bond and certificate of proceedings	1 00	Commissions	15
Every other bond	50	and return	3 00
Administering an oath and certifying same	25	Witness fees	
Every necessary certificate not otherwise provided for	50		
Docketing each cause	10		
Judgment on forthcoming stay, or replevin bond	50		
Each judgment in a summary proceeding	75		
Transcript of proceedings other than on appeal or certiorari	50		
Issuing venire facias	50		
Attending trial of right of property	1 00		
Taking and certifying acknowledgments or probates of deeds or other conveyances	50		
Each scire facias or notice in the nature thereof	50		
Making return of certiorari, other than in cases of forcible entry and unlawful detainer	50		
Every summons in cases of forcible entry and detainer and unlawful detainer	50		
Administering oath or affirmation in such cases	10		
Entering judgment in such cases	25		
Each trial in such cases	2 00		
Each writ of restitution in such cases	25		
Return on appeal or certiorari in such cases	1 00		
Celebrating rites of matrimony	1 50		
For issuing each writ of detinue	50		

No. 912THE STATE OF ALABAMA
BALDWIN COUNTY

JUSTICE COURT

Charles R. Barron
Ba Barron King Street

Plaintiff..

Vs.

K. D. Tyndall

Defendant..

CIVIL EXECUTION

Judgment for _____ for \$ 21.16

Interest from _____ 19 ____

to _____ 19 ____ \$ _____

Damages _____ \$ _____

Costs _____ \$ 7.60Total - - - \$ 28.76

Civil Fee Book _____ Page _____

Execution Docket _____ Page _____

Filed _____ 19 ____

Justice of Peace

Plaintiff's Attorney

Defendant's Attorney

COLLECT COST FROM

The State of Alabama,
BALDWIN COUNTYI hereby certify that the within Judgment
and Costs in this case are correct, and there
was a waiver of exemption as to personal
property under the Constitution and Laws of
Alabama.

This _____ day of _____ 19 ____

Justice of Peace.

RECEIVED IN OFFICE

_____, 19 ____

Sheriff.

Sheriff's Execution Docket, Page _____

Sheriff's Fee Book - - Page _____

THE STATE OF ALABAMA
Baldwin CountyBy virtue of the within execution, I have, at _____ o'clock, _____, M., this
_____ day of _____ 19 ____, levied _____Returned 22 day of Oct 1954

NO PROPERTY FOUND OF

K. D. Tyndall

in Baldwin County, Alabama.

Taylor William Sheriff

E. J. Tyndall
D. Sheriff

Sheriff.

The State of Alabama,
Baldwin County.

TO ANY LAWFUL OFFICER OF SAID COUNTY:

Whereas, Charles R. Barron, individually and doing business as Barron Drug Store
on the 15TH day of January, 1953, recovered judgment before me,
Frank P. Propst, a Justice of the Peace for said County, against
K. N. Tyndall for the sum of \$ 21.16 plus costs
and has made affidavit that he believes process of garnishment is necessary to obtain satisfaction of
said judgment, and that Alabama Power Company, a corporation
is supposed to be indebted to said Defendant or to have effects of said Defendant in its hands,
or under its control.

Now, therefore, you are hereby commanded to summon the said Alabama Power
Company, a corporation to be and appear before me, at my office in
Bay Minette, Alabama, on the 24th day of December
1954, then and there to answer, on oath, in what amount, if any, it was indebted to said
Defendant at the time of service of this writ of garnishment, or at the time of making its
answer thereto, and whether it will be indebted in future to him by contract then
existing, and whether it has not in its possession or under its control, personal
or real property or things in action belonging to the Defendant.

Witness my hand this 22nd day of November, 1954

Frank P. Propst Justice of the Peace.

Writ For Garnishment
On Judgment

Justice Court of
FRANK P. PROPST

Charles R. Baron
DBA Baron's Drug Store

VS.

K. H. Tyndall

Defendant

Ala Power Co

Garnishee

Filed this 22 day of Nov 1954

Ex. cert of this
25 day Nov 1954
by Summary &
Copy on, Charles
Badden - (Ala Power
Co)

J. R. Baron
Attorney

Notice to Defendant in Garnishment

THE STATE OF ALABAMA, }
Baldwin County

In the Justice Court of
FRANK P. PROPST

CHARLES R. BARRON, INDIVIDUALLY AND
D/B/A BARRON DRUG STORE

Plaintiff.

Vs. K. N. TYNDALL

Defendant.

~~ALABAMA POWER COMPANY, A CORPORATION~~, Garnishee

To K. N. TYNDALL, as Defendant:

You will take notice that a Writ of Garnishment has this day been issued out of this Court directed to ~~ALABAMA POWER COMPANY, A CORPORATION~~, as Garnishee, in the above styled cause

said Writ of Garnishment being returnable to this Court on the 24th day of December, 1954.

Given under my hand this the 22nd day of November, 1954.

Frank P. Propst, J. P.

Executed by handing a copy of the above to

as Defendant on this the 25 day of Nov, 1954.

[Signature], Constable.

2333

The State of Alabama,
Baldwin County

Notice to Defendant in
Garnishment

In the Justice Court of

FRANK P. PROPST

Charles R. Barrow
DBA Barrow's Drug Store
VS.

K. N. Tyndall
Defendant

Ala. Power Co
Garnishee

Filed this 22 day of Nov 1954

Frank P. Propst, J. P.

Printed by Moore Ptg. Co.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public, in and for said County in said State, personally appeared Charles R. Barron who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Charles R. Barron and that he is one and the same person as Charles R. Barron, individually and doing business as Barron Drug Store, the Plaintiff in that certain cause in the Justice Court of Frank P. Propst, Beat 4, Baldwin County, Alabama, wherein K. N. Tyndall is the Defendant and in which cause a judgment was rendered against the Defendant on January 15, 1953, in the amount of Twenty-one and 16/100 Dollars (\$21.16) plus costs and that the said K. N. Tyndall is justly indebted to him in said sum plus interest from January 15, 1953, and that he believes process of garnishment is necessary to obtain satisfaction of said debt and that Alabama Power Company, A Corporation, is indebted to said Defendant or will be indebted in the future to him by a contract now existing or has in its possession or under its control personal property or things in action belonging to the said Defendant.

Charles R. Barron
Charles R. Barron

Sworn to and subscribed
before me this 22nd day
of November, 1954.

Norborne C. Stone, Jr.
Notary Public, Baldwin County, Ala.

The State of Alabama,
Baldwin County.

TO ANY LAWFUL OFFICER OF SAID COUNTY:

Whereas, Charles R. Barron, individually and doing business as Barron Drug Store
on the 15th day of JANUARY, 1953, recovered judgment before me,
Frank P. Propst, a Justice of the Peace for said County, against
K. N. Tyndall for the sum of \$ 21.16 plus costs
and has made affidavit that he believes process of garnishment is necessary to obtain satisfaction of
said judgment, and that Alabama Power Company, Inc., a corporation
is supposed to be indebted to said Defendant or to have effects of said Defendant in its hands,
or under its control.

Now, therefore, you are hereby commanded to summon the said Alabama Power
Company, a corporation to be and appear before me, at my office in
Bay Minette, Alabama, on the 24th day of December
1954, then and there to answer, on oath, in what amount, if any, it was indebted to said
Defendant at the time of service of this writ of garnishment, or at the time of making its
answer thereto, and whether it will be indebted in future to him by contract then
existing, and whether it has not in its possession or under its control, personal
or real property or things in action belonging to the Defendant.

Witness my hand this 22nd day of November, 1954.

Frank P. Propst Justice of the Peace.

Notice to Defendant in Garnishment

THE STATE OF ALABAMA, }
Baldwin County

In the Justice Court of
FRANK P. PROPST

Charles R. Barron Vs. K. H. Lyndall
DBA Barron Free Store Plaintiff. Defendant.

To Dr. W. Bruce Nelson, Garnishee
K. H. Lyndall, as Defendant:

You will take notice that a Writ of Garnishment has this day been issued out of this Court directed to Dr. W. Bruce Nelson, as Garnishee, in the above styled cause

said Writ of Garnishment being returnable to this Court on the 28 day of Oct, 1954

Given under my hand this the 18 day of Oct, 1954
Frank P. Propst, J. P.

Executed by handing a copy of the above to K. H. Lyndall
as Defendant on this the 18 day of Oct, 1954

J. B. Barron, Constable.

FRANK P. PROPST

Notary Public and
Ex-Officio Justice of Peace

Bay Minette, Alabama

March 3 - 1953

Mr. K. N. Syndall

Dear Sir: The amended case of Chas. R.
Bannon vs. K. N. Syndall is set for March
1953. at 10 o'clock.

Please consider this your summons to
appear for said case.

Yours truly

Frank P. Propst JP

NOTICE OF APPEAL

CHARLES R. BARRON,
INDIVIDUALLY DOING BUSINESS
AS BARRON'S DRUG STORE,

PLAINTIFF

VS

K. N. TINDALL

DEFENDANT

VS

ALABAMA POWER COMPANY,
A CORPORATION,

GARNISHEE

IN THE JUSTICE COURT OF

FRANK P. PROPST,

BALDWIN COUNTY, ALABAMA

TO CHARLES R. BARRON individually doing business as Barron's Drug Store,
Plaintiff in the above cause:

You are hereby notified that K. N. Tindall, the Defendant in the above
cause, has prayed an appeal from a judgment rendered herein by me, and the
said K. N. Tindall has complied with the requirements of law in such cause,
and the same has been granted to the next term of the Circuit Court for
Baldwin County, Alabama.

Given under my hand this 16th day of February, 1955.


Justice of the Peace

The State of Alabama, }
Baldwin County.

TO ANY LAWFUL OFFICER OF SAID COUNTY.

Whereas,

Charles R Baron DBA Baron Dr
on the 15 day of Jan 1953 recovered judgment before me,Frank P Probst, a Justice of the Peace for said County, against
K N Syndall for the sum of 21¹⁶ + 127⁰ ctand has made affidavit that he believes process of garnishment is necessary to obtain satisfaction of
said judgment, and that Dr W Bruce Nelsonis supposed to be indebted to said Defendant or to have effects of said Defendant in his hands,
or under his control.

Now, therefore, you are hereby commanded to summon the said Dr Bruce Nelson

Bay Minette to be and appear before me, at my office in
Alabama, on the 28 day of Oct 1954then and there to answer, on oath, in what amount, if any, he was indebted to said Defendant
at the time of service of this Writ of Garnishment, or at the time of making his answer

thereto, and whether he will be indebted in future to him by contract then

existing, and whether he has not in his possession or under his control, personal
or real property or things in action belonging to the Defendant.

Witness my hand this 18 day of Oct 1954

Frank P Probst Justice of the Peace.

Charles R. Barron, doing
business as Barron Drug Store,

vs

K. N. Tyndall

In the Justice of Peace Court
of Frank Propst
Precinct 4,
Ealdwin County, Alabama.

Comes, W. Bruce Nelson, garnishee in the above styled
cause and answering the garnishment in the said cause served
on him October 18, 1954, says, that he is not indebted to
the defendant, K. N. Tyndall, and has no money, property or
thing of value in his possession belonging to the said defend-
ant and he is under no contract with the said defendant by which
he would owe him money.

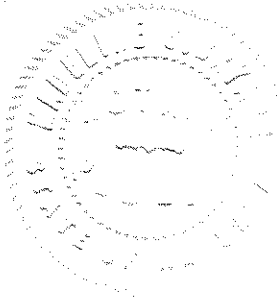
W. Bruce Nelson

Sworn to and subscribed before me this the 20 day of

Oct., 1954.

Mabeline L. Bryan

Notary Public, State of Alabama, at large



1

CHARLES R. BARRON
individually and doing
business as BARRON
DRUG STORE,

Plaintiff,

v.

K. N. TYNDALL (TINDAL),

Defendant,

v.

ALABAMA POWER COMPANY,
a corporation,

Garnishee.

STATE OF ALABAMA

BALDWIN COUNTY

COURT OF FRANK P. PROPST

JUSTICE OF THE PEACE

ANSWER OF GARNISHEE, ALABAMA POWER COMPANY

Now comes Alabama Power Company, a corporation, Garnishee in the above styled cause, by its undersigned agent, who deposes that he is the duly authorized agent of such corporation to make this answer and that he has knowledge of the facts stated herein, and who says in answer to the writ served on such Garnishee, as follows:

That the only indebtedness of Garnishee to defendant which is subject to garnishment is the sum of Sixty-Five and 13/100 Dollars (\$65.13) due or to become due defendant from Garnishee for work and labor done under contract dated November 1, 1954 between defendant, as an independent contractor, and Garnishee.

That, otherwise than as stated above, Garnishee was not at the time of service of said writ, is not now, and will not in the future, by contract then or now existing, be indebted to defendant in any other sum than as above stated; was not under any other contract with defendant existing at the time of said writ whereby Garnishee was liable to defendant 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, has not in its possession nor under its control any money or effects belonging to defendant other than as above stated; and that affiant is informed and believes, and upon such information and belief, states that defendant is a resident of Alabama.

For further answer Garnishee says that it appears from the writ of garnishment served upon it herein that the amount of the claim of the plaintiff against the defendant in this cause is Twenty-One and 16/100 Dollars

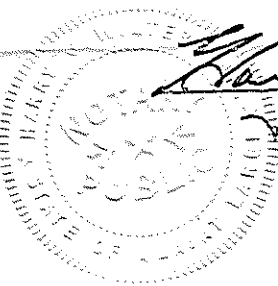
(\$21.16). Garnishee, therefore, pays herewith into Court the said sum of Twenty-One and 16/100 Dollars (\$21.16) pursuant to said garnishment writ and in accordance with law.

Garnishee prays that this be taken as its final and complete answer to said writ of garnishment, and further prays that it henceforth be dismissed with its costs for making this answer.

Ch. Bodden

As Duly Authorized Agent of
Said Garnishee

Sworn to and subscribed before me
by said Agent of said Garnishee,
Alabama Power Company, this
day of *23 Dec*, 1954.



Harry J. Walters
Notary Public
State of Alabama at Fargo

STATE OF ALABAMA

WRIT OF EXECUTION.

BALDWIN COUNTY.

TO ANY LAWFUL OFFICER OF BALDWIN COUNTY, ALABAMA:

You are hereby commanded that of the goods and chattels of K. N. Tyndall, to make the sum of \$21.16 which Charles R. Barron, doing business as Barron Drug Store, recovered before me of him, on January 15, 1953, besides the further sum of \$5.10, his costs, and make return to me on the 1st day of April, 1953, at Bay Minette, Baldwin County, Alabama, how you have executed this writ.

Witness my hand this the 13th day of March, 1953.

Frank P. Purfoot
Justice of the Peace
Beat 4,
Baldwin County, Alabama.

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENT, That we, K. N. TINDALL, J B Newton
AND S.P. Owens Jr. are held and firmly bound unto Charles
R. Barrons, individually doing business as Barron's Drug Store in the sum
of ONE HUNDRED TWENTY FIVE (\$125.00) DOLLARS for the payment of which, well
and truly to be made, we bind ourselves and each of us, our and each of our
heirs, executors, and administrators, jointly and severally; but upon con-
dition that if the above bound K. N. Tindall shall prosecute to effect an
appeal taken by him this day to the next term of the Circuit Court of Baldwin
County, Alabama, from a garnishment upon Alabama Power Company rendered
against him in favor of Charles R. Barron individually doing business as
Barron's Drug Store upon a judgment heretofore rendered against K. N.
Tindall and in favor of Charles R. Barron individually doing business as
Barron's Drug Store by Frank P. Propst, a Justice of the Peace for said
County for the sum of \$21.16 debt and \$_____ cost, in said appeal,
shall pay such judgment, both as to debt and costs as may be rendered
against him by the said Circuit Court of Baldwin County, Alabama, then
in either of said events, this obligation to be void; otherwise to remain
in full force and effect.

Given under our hands and seals this the 15th day of Feb, 1955.

K. N. Tindall (SEAL)
J B Newton (SEAL)
S. P. Owens Jr. (SEAL)

Approved:

Frank P. Propst
Justice of Peace

NOTICE OF APPEAL

CHARLES R. BARRON,
INDIVIDUALLY DOING BUSINESS
AS BARRON'S DRUG STORE,

PLAINTIFF

VS

K. N. TINDALL

DEFENDANT

VS

ALABAMA POWER COMPANY,
A CORPORATION,

GARNISHEE

IN THE JUSTICE COURT OF

FRANK P. PROPST,

BALDWIN COUNTY, ALABAMA.

Comes now the Defendant, K. N. Tindall, and files this his notice of appeal in the above styled cause and for grounds of said appeal, the Defendant says: The Court erred in rendering a judgment against the said Defendant after a claim had been duly filed by said Defendant for exemption of personal property in the Court of Frank P. Propst. The Defendant says further that the court erred in not sustaining the Defendant's plea in Abatement in this cause.

Wiltens & Brantley

BY:

Albert M Brantley
Attorneys for Appellant

PETE BARON, doing business
as Baron's Drug Store,

PLAINTIFF

VS

K. N. TINDAL

DEFENDANT

VS

ALABAMA POWER COMPANY,
A CORPORATION

GARNISHEE

STATE OF ALABAMA

BALDWIN COUNTY

COURT OF FRANK B. PROPST

JUSTICE OF THE PEACE

PLEA IN ABATEMENT

Comes now the Defendant in the above styled cause and shows unto the Court that the Defendant K. N. Tindal had a garnishment made on his wages from the Alabama Power Company in a case styled, Young's Radio and Repair Shop, John N. Young Plaintiff vs K. N. Tindal vs Alabama Power Company, a corporation; said garnishment having been filed in the Justice of the Peace Court of T. C. Hand in Baldwin County, Alabama.

on Dec. 1, 1959

That the garnishee in this cause has made answer to the garnishment and paid into the court of T. C. Hand the sum of \$66.87. That the total amount the Alabama Power Company is indebted to the Defendant is \$132.00.

That title 7 Section 630 of the Alabama Code of 1940 as amended provides that a laborer's wages is exempt from garnishment in an amount equal to 60% of such wage. That the amount already paid out under said garnishment is equal to 40% of the amount the Alabama Power Company is indebted to the Defendant. Your Defendant prays that the court upon considering this plea will abate the aforesaid garnishment.

Kendrick N. Tindal

Sworn to and subscribed before me this 1st day of December, 1959.

J. Albert M. Bramble
Notary Public, Baldwin County, Alabama

BARRON DRUG STORE,
PLAINTIFF

VS.

K. N. TYNDALL
DEFENDANT.

IN THE JUSTICE COURT OF
FRANK P. PROPST
BALDWIN COUNTY, ALABAMA

Comes the Defendant K. N. Tyndall in person and prays the judgment of the Court, that the alleged "Amended Summon & Complaint" served by mail on March 13th against said Defendant by said Complainant be quashed because he says that on January 5th a Summon & Complaint by said Plaintiff against said Defendant was issued on an account due and unpaid and that a hearing was set before this Honorable Court on January 15, 1953, and was continued to January 27, 1953, at which time said hearing was held and testimony taken and that this Honorable Court handed down an oral decision for the Plaintiff on that day, that on said date testimony of the Plaintiff was that said account was incurred from April 1, 1951 through January 3, 1952. And further testimony was shown to this Honorable Court that the Defendant did not purchase these items set forth in the account due and unpaid and further that your petitioner was divorced from his wife, Ruth Tyndall, on January 7, 1950, and that he was not liable for her debts or obligations during the date set forth in the testimony taken, and this the Defendant is ready to varify.

WHEREFORE, he prays the judgment of the said amended summon and complaint and the same be quashed.

Sworn to and subscribed before me,
this the 5 day of March, 1953.

[Signature]
Notary Public

BARRON DRUG STORE,
Plaintiff,
vs.
K. N. TYNDALL,
Defendant.

IN THE JUSTICE COURT OF
FRANK P. PROPST
BALDWIN COUNTY, ALABAMA.

Comes now the Plaintiff and amends his Complaint in
the above styled cause, so that the same shall read as follows:

CHARLES R. BARRON,
individually, and
doing business as
BARRON DRUG STORE,
Plaintiff,
vs.
K. N. TYNDALL,
Defendant.

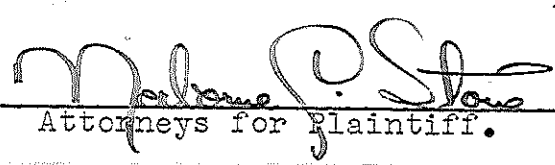
IN THE JUSTICE COURT OF
FRANK P. PROPST
BALDWIN COUNTY, ALABAMA

COUNT ONE

The Plaintiff claims of the Defendant the sum of
Twenty-one and 16/100 Dollars (\$21.16) due from him on account
stated between the Defendant and the Plaintiff on the 4th day
of November, 1949, which sum of money with the interest thereon
is still unpaid.

CHASON AND STONE

BY:


Attorneys for Plaintiff.