

STATE OF ALABAMA )  
BALDWIN COUNTY )

2736  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

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

You are hereby commanded to summon T. A. MCKENZIE to appear and answer, plead or demur, within thirty days from the service hereof, to a Bill of Complaint filed in said Circuit Court, at Law, for said county of said state against him by PONDER COMPANY of Fairhope, Alabama.

Herein fail not. Due return make of this writ as the law directs.

Witness this 26 day of September, 1955.

Deice J. Duck  
Clerk of Court

Defendant lives at  
Barnwell, Alabama

PONDER COMPANY,  
Plaintiff

vs.

T. A. MCKENZIE,  
Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT ONE:

The Plaintiff claims of the Defendant the sum of Eight Hundred Twelve Dollars and Forty-seven Cents (\$812.47) due by the Defendant to the Plaintiff on open account on, to-wit, the 9th day of February, 1952, which said sum of money together with the interest thereon is still due and unpaid.

Samuel M. Bailey  
Attorney for Plaintiff

STATE OF ALABAMA:

COUNTY OF MOBILE: Baldwin

Ponder Company PLAINTIFF

T. A. McKenzie DEFENDANT

Your No. 2736 $\frac{1}{2}$

VS:

ALABAMA DRY DOCK & SHIPBUILDING COMPANY, Garnishees:

Before the Circuit, Baldwin County

Baldwin County  
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:

✓ In accordance with the new Garnishment Law we are in process of collecting  
and have not had the necessary time to accumulate a sum equal the amount shown  
as due by the court.

ALABAMA DRY DOCK & SHIPBUILDING CO.

By [Signature] Agent.  
H. H. Wilson

Subscribed and sworn to before me this

6th day of May 1957

refer to our No. 1161

Notary Public, Mobile County, Alabama

Garnishment on Judgment.

The State of Alabama,  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

April

TERM, 1957

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular November Term, 1955, of the Circuit Court of Baldwin County,  
to-wit: On the 15th day of November, 1955, being a regular day of  
said term,

Ponder Company

recovered judgment against

T. A. McKenzie

for the sum of Nine Hundred Twenty Five and 99/100 Dollars, and cost of suit,  
and affidavit having been made by Ernest M. Bailey  
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 T. A. McKenzie or that it is, or  
is believed to be indebted to said defendant T. A. 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, on the 12th day of April, 1957,  
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 is indebted to said defendant  
T. A. McKenzie and whether it will not be indebted in future to said defendant  
T. A. 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 T. A. McKenzie

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

Witness, ALICE J. DUCK, Clerk of said Court, this 12 day of April, A. D., 1957

Issued \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_

ATTEST:

Alice J. Duck, Clerk.

28 456 RECORDED 236  
Circuit Court, Baldwin County  
4/15 No. 2736 ✓

Ponder Company

VS. } Garnishment On Judgment

T. A. McKenzie

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

157 (2) H. H. Wilson, P.M.  
Mar FILED  
APR 12 1957  
JUDGE L. BRIDGE, CLERK  
James M. Baker  
Attorney

Printed by Moore Ptg. Co.

Received 15<sup>th</sup> Day of April 1957  
and on 15<sup>th</sup> Day of April 1957  
I served a Copy of the within Warrant  
on Wesley H. H. H. H.  
and Wesley H. H. H.  
by service on H. H. H.  
at Doyle, Ala.  
RAY D. BRIDGES, Sheriff  
By H. H. H. S.

The Sheriff claims \_\_\_\_\_  
miles at 10c per mile for  
a total of \$ 20  
Ray Bridges, Sheriff  
Mobile County, Alabama

2736 State of Alabama

BALDWIN COUNTY

TO T. A. MCKENZIE, Defendant:

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

PONDER COMPANY, Plaintiff,

versus T. A. MCKENZIE, Defendant,

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

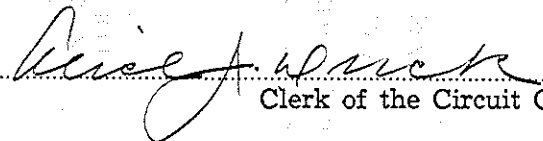
ALABAMA DRY DOCK AND SHIPBUILDING COMPANY

has been named as Garnishee.

s

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

day of April, 1945

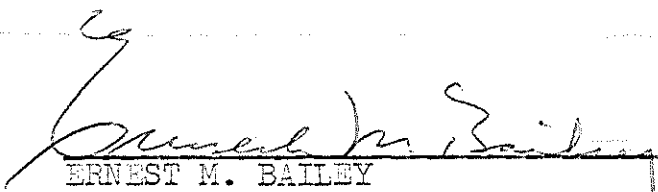


Clerk of the Circuit Court.


STATE OF ALABAMA )

BALDWIN COUNTY )

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 saith that The Ponder Company at the November Term, A. D. 1955, of the Circuit Court of Baldwin County recovered a judgment against T. A. McKenzie for the sum of Nine Hundred Twenty Five Dollars and 99/100 (\$925.99) and the further sum of Eleven Dollars and thirty Cents (\$11.30) 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 12<sup>th</sup> day of April, 1957.

  
ALICE J. DUCK, CLERK OF CIRCUIT COURT

STATE OF ALABAMA:

COUNTY OF MOBILE:

PONDER COMPANY

PLAINTIFF

T. A. MCKENZIE

DEFENDANT

VS:

Your No; 2736 $\frac{1}{2}$

ALABAMA DRY DOCK & SHIPBUILDING COMPANY, Garnishees:

Before the Circuit Court of Baldwin County  
~~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  
✓ Nine Hundred Fifty Eight & 19/100 Dollars, (\$ 958.19)  
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 amount stated above, includes Court Cost as per your letter of  
August 16, 1957

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

Subscribed and sworn to before me, this

14 day of October 19 57

Refer to Our No; 1161

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

November 29, 1955

Mrs. Alice Duck  
Clerk of Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

In Re: Electric Construction, Inc.

vs.

Hugh Don Linton, Individually  
and D/B/A Linton Radio & Television  
Service

Our File No. 3423


Case No. 2733

In this matter, my suit was against Hugh Don Linton, Individually and Doing Business as Linton Radio & Television Service, therefore the certificate of judgment which is a lien on the property should show that it is a lien on the property of Hugh Don Linton, rather than Linton Radio & Television.

Could we change that certificate and re-record it?

*Virginia*

Yours very truly,



EGR/r1

*H*