

J. CONNOR OWENS, JR.

ATTORNEY AT LAW

101 Court House Square
BAY MINETTE, ALABAMA

July 13, 1956

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

Dear Mrs. Duck:

This is with reference to the garnishment proceedings in Broughton vs. Means, and to authorize you to deduct the sum of \$10.00 per pay period until the indebtedness is paid in full.

Thank you for your aid in this matter.

Sincerely yours,


J. Connor Owens, Jr.

State of Alabama

BALDWIN COUNTY

TO Frank Means....., Defendant.....YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of
.....Joe Broughton....., Plaintiff.....versus Frank Means....., Defendant.....

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

.....Newport Industries, Inc......

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 3
day of July....., 1956..Alice J. Wink
Clerk of the Circuit Court.

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

JULY

TERM, 1956

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular June Term, 1956, of the Circuit Court of Baldwin County,
to-wit: On the 19 day of June, 1956, being a regular day of
said term, Joe Broughton

recovered judgment against Frank Means

for the sum of ONE HUNDRED & SIXTY-NINE (\$169.00) Dollars, and cost of suit,
and affidavit having been made by J. Connor Owens, Jr., attorney for plaintiff
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 its possession, or under its control money
or effects belonging to said defendant Frank Means or that it is, or
is believed to be indebted to said defendant 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
within thirty days of the service hereof,
thereof, in the city of Bay Minette, on ~~Monday, June 19, 1956~~
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 indebted to said defendant
Frank Means and whether it will not be indebted in future to said defendant
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 Frank Means.

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

Witness, ALICE J. DUCK, Clerk of said Court, this 3rd day of July, A.D., 1956.

Issued 3 day of July, A.D., 1956.

ATTEST:

Alice J. Duck, Clerk.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned

authority in and for said State and County, personally appeared J. Connor Owens, Jr., who being duly sworn, doth depose and say that he is attorney of record for Joe Broughton in the case of Joe Broughton vs. Frank Means, Civil No. 2924, Baldwin County Circuit Court, and that Frank Means is indebted to said Joe Broughton in the sum of \$168.00 and costs of said suit, upon which judgment was recovered for the plaintiff on the 19th day of June, 1956, by Joe Broughton against the said Frank Means, and that Newport Industries, Inc., is supposed to be indebted to the said Frank Means, or to have effects of the said Defendant in its possession or under its control, and that he believes that the process of garnishment is necessary to obtain satisfaction of said claim, and that said Newport Industries, Inc. is believed to be chargeable as Garnishee in said cause, and that this writ is not sued out for improper motives or for the purpose of vexing or harrassing the Defendant.

J. Connor Owens, Jr.

Sworn to and subscribed before me, this ___ day of July, 1956.

Circuit Court, Baldwin County

RECORDED

No. 2924

Joe Broughton

VS. { Garnishment On Judgment

Frank Means, Defendant
Newport Industries, Inc.,
Garnishee

Hence H. Smith
Clerk, Circuit Court

Issued 3 day of July 1956

Returnable ___ day of ___

J. Connor Owens, Jr.
Attorney

Printed by Moore Ptg. Co.

Received 3 day of July 1956
and on 9 day of July 1956
served a copy of the within
on Newport Industries
Ed Noonan

By service on

TAYLOR WILKINS, Sheriff

By W.A. Tolbert D. S.

The State of Alabama

BALDWIN

County

CIRCUIT COURT

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon Frank Means

to appear before the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer or demur within thirty days from service hereof to the complaint of Joe Broughton

Witness, my hand this day of May 19 56.

Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD, ANSWER OR DEMUR WITHIN THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT.

COMPLAINT

JOE BROUGHTON

FRANK MEANS

VS.

Plaintiff

Defendant

The Plaintiff claim s of the Defendant The sum of ONE HUNDRED AND

~~FORTY EIGHT~~ Dollars, due by a promisory note made by him on May 2, 1955, and payable in six installments of \$30.00 and one installment of \$28.00 the first installment being due June 2, 1955, and the remaining installments being payable on the corresponding day of each successive month thereafter until paid in full, with interest at the rate of eight(8)percent per annum; that said note was payable to the First National Bank of Bay Minette, and endorsed by the plaintiff herein; that said defendant defaulted on said note by failing to pay the third installment thereof, and the First National Bank demanded payment thereof by the plaintiff herein, after notifying the defendant of the default of said note; that the plaintiff did, upon the September 12, 1955, pay the balance of said note in the amount hereinabove set out, and that upon the same day, the note was transferred to the plaintiff by the First National Bank of Bay Minette; That in and by said note, the defendant agreed to pay all the cost of collecting the same including a reasonable attorney's fee, and the plaintiff claims of the defendant the further and additional sum of \$30.00 as a reasonable attorney's fee in the premises; That in and by the terms of the said note, the defendant waives all right of exemption of personal property under the laws of the State of Alabama, and the plaintiff claims the benefits of such waiver.

J. Carson Owens, Jr.
Attorney for the plaintiff

Received 5 day of May 1956
and on 5 day of May 1956
I served a copy of the within B 9 C
on _____
by service on Frank Means

TAYLOR WILKINS, Sheriff
By W. A. Talbert D. S.
0 miles

No. 2924

The State of Alabama

County

CIRCUIT COURT

JOE BROUGHTON

Plaintiff

vs.

FRANK MEANS

Defendant

SUMMONS AND GENERAL COMPLAINT

Filed this _____ day of _____

19____

Clerk

J. Connor Owens, Jr.
Plaintiff's Attorney.

FILED

MAY 4 1956

ALICE J. DUCK, Clerk

Received this _____ day of _____

19____

Sheriff.

Executed this _____ day of _____

19____

by leaving a copy of the within Summons and
Complaint with _____

Defendant

Sheriff.

~~The State of Alabama~~
County

To the Sheriff of _____ County:

Whereas, the Plaintiff _____ in the within stated
cause has made affidavit and given bond as
required by law, you are hereby required to
take the property mentioned in the Complaint
into your possession unless the Defendant _____
give _____ bond payable to the Plaintiff _____ with
sufficient surety in double the amount of the
value of the property, with condition that if the
defendant _____

cost in the suit _____
within thirty days thereafter, deliver the prop-
erty to the plaintiff _____ and pay all costs and
damages which may accrue from the detention
thereof.

Clerk.