

2973

BOOK 018 PAGE 338

STATE OF ALABAMA
BALDWIN COUNTY

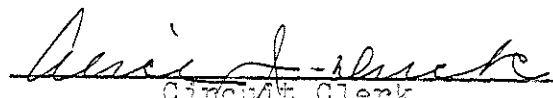
WRIT OF ATTACHMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

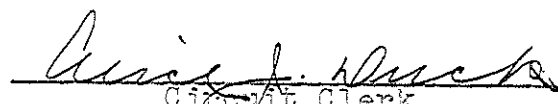
Whereas Hilliard P. Jenkins hath complained on oath to me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, that Fred Neumiller, individually and doing business as Neumiller Produce, is justly indebted to Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms, in the amount of \$11,027.12; and the said Hilliard P. Jenkins having made an affidavit before me as required by law in such cases;

YOU ARE HEREBY COMMANDED to attach so much of the estate of the said Fred Neumiller, individually and doing business as Neumiller Produce, as will be of value to satisfy the said debt and costs according to the complaint; and such estate, unless replevied so to secure that the same may be liable to future proceeding thereon to be had at the present session of the Circuit Court of Baldwin County, Alabama, to be held at the court house thereof when and where you must make known how you have executed this writ.

Witness my hand and the seal of the Circuit Court of Baldwin County, Alabama, this the 5th day of July, 1956.


Circuit Clerk

The Defendant being a non-resident of the State of Alabama, the Plaintiffs have elected not to give bond.


Circuit Clerk

NO. 2973

(4)

Received 5 day of July 1956
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____
TAYLOR WILKINS, Sheriff
By _____ D. S.

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individ-
ually and doing business as
JENKINS FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

WRIT OF ATTACHMENT

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

Executed this July 5th 1956 by attaching
one International Harvester truck motor number
11467 license tag ¹⁹⁵⁶ Ala. V.K 608 and one trailer
trailer license number ¹⁹⁵⁶ C.S. 6968.

Taylor Wilkins - Sheriff

Canaway 60 mi. Sheriff claims 60 miles at
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY Taylor Wilkins DEPUTY SHERIFF

ATTACHMENT NOTICE

Moore Printing Co.

The State of Alabama, } No. 2973
 Baldwin County }

CIRCUIT COURT

JULY Term, 19 56

AMELIA T. JENKINS and HILLIARD P. JENKINS,

individually and doing business as

JENKINS FARMS

PLAINTIFFS

VS.

ATTACHMENT

FRED NEUMILLER, individually and doing

business as NEUMILLER PRODUCE

DEFENDANT

WHEREAS, Amelia T. Jenkins and Hilliard P. Jenkins

as Plaintiff s in said cause, has obtained an Attachment out of this Court, issued the 5th

day of July 19 56, against the estate of the said defendant Fred Neumiller,

individually and doing business as NEUMILLER PRODUCE

which Attachment has been levied upon the following described Personal property

as the property of the said defendant, to-wit:

One (1) International Harvester truck, Motor Number

11467, license tag Wisconsin YK 608; and

One Trailmobile trailer license number 1956 Wisconsin

C.S. 6968.

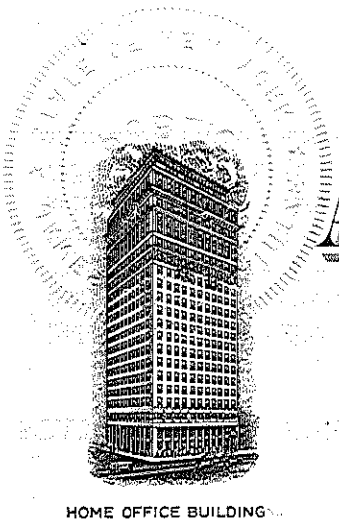
and whereas, it appears that the said Fred Neumiller, individually and doing business as
 Neumiller Produce

Defendant as aforesaid is a non-resident of the State of Alabama, his last known Post Office
 address being Route 4, Box 382, Kenosha, Wisconsin

NOW, THEREFORE, the said Fred Neumiller, individually and doing business as
 Neumiller Produce,
 wherever he may reside is hereby notified of the levy and pendency of said Attachment.

Witness my hand, this 11th day of July, 19 56

Alfred J. Duck, Clerk



HOME OFFICE BUILDING

American Surety Company

OF NEW YORK

(A STOCK COMPANY)

ORGANIZED 1884

POWER OF ATTORNEY
No. 31561
AMERICAN SURETY CO.
OF NEW YORK

Know all Men by these Presents:

That the AMERICAN SURETY COMPANY OF NEW YORK, a corporation of the State of New York, of No. 100 Broadway, in the City of New York, in said State, has made, constituted and appointed, and by these presents does hereby make, constitute and appoint

____ L. A. COWAN, JR., and H. L. WRIGHT of MOBILE, MOBILE COUNTY, ALABAMA, each _____

its true, sufficient and lawful attorney, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, bonds, undertakings or obligations, as follows:

_____ Any and all bonds and undertakings
not exceeding in amount Fifty Thousand Dol-
lars (\$50,000), in any single instance, for
or on behalf of this Company, in its business
and in accordance with its charter, - _____

hereby giving its said attorney full power and authority to do everything whatsoever requisite and necessary to be done for the purpose of making, executing and delivering such obligations as fully as the officers of said AMERICAN SURETY COMPANY OF NEW YORK could do if personally present, and hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof, but reserving to itself full power of substitution and revocation.

IN WITNESS WHEREOF, the said AMERICAN SURETY COMPANY OF NEW YORK has caused its corporate seal to be hereunto affixed and these presents to be duly executed by its proper officers at the City of New York, on this 31st day of December, 1956

AMERICAN SURETY COMPANY OF NEW YORK,

By _____

Vice-President.

Attest: _____

Assistant Secretary.

AP-28

AMELIA T. JENKINS AND
HILLARD P. JENKINS,
INDIVIDUALLY AND DOING
BUSINESS AS JENKINS FARMS,

PLAINTIFFS

VS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 2973

FRED NEUMILLER, INDIVIDUALLY,
AND DOING BUSINESS AS NEUMILLER
PRODUCE,

DEFENDANT

The Defendant having given notice of appeal from the judgment of the Circuit Court in the above styled cause rendered on March 14, 1957, to the Supreme Court of Alabama, said appeal being taken from said judgment, the undersigned Fred Neumiller individually and doing business as Neumiller Produce as Principal and AMERICAN SURETY COMPANY OF NEW YORK As surety, acknowledged themselves security for all cost in said appeal in the penal sum of TWO HUNDRED FIFTY (\$250.00) DOLLARS, as to which we hereby waive our rights of exemption of personal property under the Constitution and Laws of the State of Alabama, this 6th day of May, 1957.

Fred Neumiller (SEAL)
As Principal

AMERICAN SURETY CO.

By H. W. Wright

Attorney in Fact

Approved this 6 day of May, 1957.

Alvin J. Smith
Circuit Clerk

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Fred Neumiller, individually and doing business as Neumiller Produce as Principal and American Surety Company of New York as surety are held and firmly bound unto Amelia T. Jenkins and Hillard P. Jenkins, individually, and doing business as Jenkins Farms in the sum of TWENTY THOUSAND EIGHTY EIGHT and 92/100 (\$20,088.92) DOLLARS, the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns.

Sealed with our seals and dated this 6th day of May, 1957.

The condition of the above obligation is such that, whereas, on to-wit, the 14th day of March, 1957, in a suit pending in the Circuit Court of Baldwin County, Alabama, at Law, wherein Amelia T. Jenkins and Hillard P. Jenkins, individually, and doing business as Jenkins Farms were Plaintiff and the above bound Fred Neumiller, individually and doing business as Neumiller Produce was Defendant; the said Amelia T. Jenkins and Hillard P. Jenkins, individually and doing business as Jenkins Farms Plaintiff, obtained a judgment against the above bound Fred Neumiller, individually, and doing business as Neumiller Produce, Defendant, in the sum of \$10,044.46, and the said Defendant has prayed for and obtained an appeal from such judgment rendered against him in the Circuit Court of Baldwin County, Alabama, at Law, on the 14th day of March, 1957;

Now, Therefore, if the said above bound principal shall well and truly prosecute such appeal to effect, or if he fails in said appeal, shall pay and satisfy such judgment as to debt and cost as the Appellant Court may render in said cause, then, and in either of said events this obligation shall be null and void, otherwise the same shall remain in full force and effect.

Witness this the 6th day of May, 1957.

Fred Neumiller (SEAL)
As Principal

AMERICAN SURETY CO.

By H. Wright
Attorney in Fact

Taken and approved this 6th day of May, 1957.

Keith J. Hurch
Clerk

THE STATE OF ALABAMA }
 Baldwin County - Circuit Court }

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

Whereas, at a Term of the Circuit Court of Baldwin County, held on the 2nd
 Monday in March, 1957, in a cer-
 tain cause in said Court wherein AMELIA T. JENKINS AND HILLIARD JENKINS, ind and
 JENKINS FARMS Plaintiff, and FRED NEUMILLER, ind and d/b/a
 NEUMILLER PRODUCE Defendant, a judgement was rendered against said
 Fred Neumiller
 to reverse which Judgment, the said ^{Fred Neumiller} ~~AMELIA T. JENKINS & HILLIARD JENKINS~~
 applied for and obtained from this office an APPEAL, returnable to the ~~Supreme Court~~ next
 Term of our Supreme Court of the State of Alabama, to be held at Montgomery,
 on the _____ day of _____, 1957 next, and the necessary bond
 having been given by the said Fred Neumiller
 with American Surety Co., sureties,

Now, You Are Hereby Commanded, without delay, to cite the said AMELIA T. JENKINS
 & HILLIARD JENKINS or Chason & Stone
 _____, attorney, to appear at the next Term of our
 said Supreme Court, to defend against the said Appeal, if they think proper.

Witness, ALICE J. DUCK, Clerk of the Circuit Court of said County, this 8th
 day of May, A. D., 1957.

Attest:

Alice J. Duck, Clerk.

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individually
and doing business as JENKINS
FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

AMENDED COMPLAINT

Come now the Plaintiffs in the above styled cause by their attorneys, and amend the complaint heretofore filed in this cause so that the same shall read as follows:

COUNT ONE:

The Plaintiffs claims of the Defendant Twelve Thousand Eight Hundred Seven Dollars and Six Cents (\$12,807.06) due from him by account on, to-wit: the 9th day of June, 1956, which sum of money, with interest thereon, is still unpaid.

COUNT TWO:

The Plaintiffs claim of the Defendant Twelve Thousand Eight Hundred Seven Dollars and Six Cents (\$12,807.06) for money on the 9th day of June, 1956, received by the Defendant to the use of the Plaintiffs, which sum of money, with the interest thereon, is still unpaid.

COUNT THREE:

The Plaintiffs claim of the Defendant the sum of Twelve Thousand Eight Hundred Seven Dollars and Six Cents (\$12,807.06) together with interest thereon from June 9, 1956, as damages for the breach of a contract entered into by and between the Plaintiffs and the Defendant on, to-wit: January 6, 1956, in and by the terms of which the Plaintiffs for and in consideration of the advancement to them by the Defendant of money and property, consisting of cash, seed potatoes and fertilizer, of the total aggregate value of Fourteen Thousand Three Hundred and Sixty-five and 99/100 Dollars (\$14,365.99)

agreed to plant, cultivate, spray, harvest and grade a crop of Irish Potatoes for the crop year 1956 in Baldwin County, Alabama, and to sell exclusively to the Defendant all such potatoes raised by the Plaintiffs during said crop year at a price equal to thirty-five cents (.35¢) less than the wholesale market price in Baldwin County, Alabama for the various grades of said potatoes on each day during the 1956 season that said potatoes were sold and delivered to the Defendant under the terms of the agreement aforesaid. And the Plaintiffs further allege that the Defendant agreed to pay the Plaintiffs all inspection costs or fees incurred in the grading of said potatoes; to pay all telephone expenses and labor expenses incurred by the Defendant in the sale and marketing of potatoes in Baldwin County, Alabama, during the 1956 potato shipping which were advanced to the Defendant by the Plaintiffs; and to pay the Plaintiffs for grading Irish Potatoes purchased by the Defendant from producers other than the Plaintiffs. And the Plaintiffs allege that, in accordance with said contract they sold and delivered to the Defendant during the crop year 1956, Irish Potatoes, the total agreed price for which was Fifty-eight Thousand, Nine Hundred Fifty Three Dollars and Twenty Cents (\$58,953.20); that in and by the terms of the contract aforesaid the first proceeds from the sale of said potatoes were to be applied to the repayment by the Plaintiffs to the Defendant of the money and property advanced by the Defendant as crop expense for the crop year 1956, and that said advancements when deducted from the agreed sales price of said potatoes left a balance to be distributed of Forty-four Thousand, Five Hundred Eighty-seven Dollars and Twenty-one Cents (\$44,587.21). That in and by the terms of the contract aforesaid the proceeds from the sale of said potatoes, after deducting the amount of said advancements, were to be divided on the basis of seventy-five per cent (75%) to the Plaintiffs and twenty-five per cent (25%) to the Defendant; that of the last noted amount the Defendant was entitled to Eleven Thousand, One Hundred Forty-six Dollars and Eighty Cents (\$11,146.80) plus the further sums of Four Thousand Three Hundred and Thirty-nine Dollars and Thirty Cents (\$4,339.30) (and amount due Defendant on the date of said contract), Five Thousand

Six Hundred and Twenty-eight Dollars and Seventy-three Cents (\$5,628.73) (an amount paid by Defendant to the credit of the Plaintiffs to the Farmer's Home Administration), Five Hundred and Sixty-two Dollars and Fifty Cents (562.50) (an advance from Defendant to Plaintiffs for corn fertilizer) and Thirteen Thousand Two Hundred Dollars (\$13,200.00) (advances by the Defendant to Plaintiffs on 1956 crop proceeds) or a total of Thirty-four Thousand, Eight Hundred Seventy-seven Dollars and Thirty-three Cents (\$34,877.33) leaving a balance due the Plaintiffs of Nine Thousand, Seven Hundred and Nine Dollars and Eighty-eight Cents (\$9,709.88). That in addition to the above amount the Plaintiffs graded, at the request of the Defendant, a great number of potatoes at the agreed price for such grading service of Two Thousand Seven Hundred and Sixty-two Dollars (\$2,762.00) and paid for the Defendant's telephone bills, labor bills and inspection fees in the amount of Three Hundred Thirty-five Dollars and Eighteen Cents (\$335.18). And the Plaintiffs further allege that although they have made repeated demands upon the Defendant for the payment of said sums due them that the Defendant has refused and continues to refuse to make such payment; wherefore, Plaintiffs bring this suit and ask judgment in the above amount.

CHASON & STONE

By:


Attorneys for Plaintiffs

We the jury
find for the
plaintiff damages
10,044.46
with out interest
Dana Davis
Foreman.

AMELIA T. JENKINS and HILLIARD
P. JENKINS, individually and
doing business as JENKINS FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as NEUMILLER
PRODUCE,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

AMENDED COMPLAINT

Filed 3-12-57
A. J. French
clerk

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individually
and doing business as JENKINS
FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

AMENDED COMPLAINT

Come now the Plaintiffs in the above styled cause, by their attorneys, and amend the complaint heretofore filed in this cause so that the same shall read as follows:

COUNT ONE:

The Plaintiffs claims of the Defendant Seven Thousand Three Hundred and Ninety-eight 39/100 Dollars (\$7398.39) due from him by account on, to-wit: the 9th day of June, 1956, which sum of money, with interest thereon, is still unpaid.

COUNT TWO:

The Plaintiffs claim of the Defendant Seven Thousand Three Hundred and Ninety-eight 39/100 Dollars (\$7398.39) for money on the 9th day of June, 1956, received by the Defendant to the use of the Plaintiffs, which sum of money, with the interest thereon, is still unpaid.

COUNT THREE:

The Plaintiffs claim of the Defendant the sum of Seven Thousand Three Hundred and Ninety-eight and 39/100 Dollars (\$7398.39) together with interest thereon from June 9, 1956, as damages for the breach of a contract entered into by and between the Plaintiffs and the Defendant on, to-wit: January 6, 1956, in and by the terms of which the Plaintiffs for and in consideration of the advancement to them by the Defendant of money and property, consisting of cash, seed potatoes and fertilizer, of the total aggregate value of Fourteen Thousand Three Hundred and Sixty-five and 99/100 Dollars (\$14,365.99) agreed to plant, cultivate, spray, harvest and grade a crop of Irish Potatoes for the crop year 1956 in Baldwin County, Alabama, and to sell exclusively to the Defendant all such potatoes raised by the Plaintiffs during said crop year at a price equal to thirty-five cents (.35¢)

less than the wholesale market price in Baldwin County, Alabama for the various grades of said potatoes on each day during the 1956 season that said potatoes were sold and delivered to the Defendant under the terms of the agreement aforesaid. And the Plaintiffs further allege that the Defendant agreed to pay to the Plaintiffs all inspection costs or fees incurred in the grading of said potatoes; to pay all telephone expenses and labor expenses incurred by the Defendant in the sale and marketing of potatoes in Baldwin County, Alabama, during the 1956 potato shipping which were advanced to the Defendant by the Plaintiffs; and to pay the Plaintiffs for grading Irish Potatoes purchased by the Defendant from producers other than the Plaintiffs. And the Plaintiffs allege that, in accordance with said contract they sold and delivered to the Defendant during the crop year 1956 Irish potatoes, the total agreed price for which was Fifty-one Thousand Seven Hundred and Thirty-five and 35/100 Dollars (\$51,735.35); that in and by the terms of the contract aforesaid the first proceeds from the sale of said potatoes were to be applied to the repayment by the Plaintiffs to the Defendant of the money and property advanced by the Defendant as crop expense for the crop year 1956, and that said advancements when deducted from the agreed sales price of said potatoes left a balance to be distributed of Thirty-seven Thousand Three Hundred and Sixty-nine and 36/100 Dollars (\$37,369.36). That in and by the terms of the contract aforesaid the proceeds from the sale of said potatoes, after deducting the amount of said advancements, were to be divided on the basis of seventy-five per cent. (75%) to the Plaintiffs and twenty-five per cent. (25%) to the Defendant; that of the last noted amount the Defendant was entitled to Nine Thousand Three Hundred and Forty-two and 44/100 Dollars (\$9,342.44) plus the further sums of Four Thousand Three Hundred and Thirty-nine and 30/100 Dollars (\$4,339.30) (an amount due Defendant on the date of said contract), Five Thousand and Six Hundred and Twenty-eight and 73/100 Dollars (\$5,628.73) (an amount paid by Defendant to the credit of the Plaintiffs to the Farmer's Home Administration), Five Hundred and Sixty-two and 50/100 Dollars (\$562.50) (an advance from Defendant to Plaintiffs for corn fertilizer) and Thirteen Thousand Two Hundred Dollars (\$13,200.00) (advances by the Defendant to Plaintiffs on 1956 crop proceeds) or a

total of Thirty-three Thousand Seventy-two and 97/100 Dollars (\$33,072.97) leaving a balance due the Plaintiffs of Four Thousand Two Hundred and Ninety-six and 39/100 Dollars (\$4,296.39). That in addition to the above amount the Plaintiffs graded, at the request of the Defendant, a great number of potatoes at the agreed price for such grading service of Two Thousand Seven Hundred and Sixty-two Dollars (\$2,762.00) and furnished to the Defendant telephone service and labor in the amount of Three Hundred and Forty Dollars (\$340.00). And the Plaintiffs further allege that although they have made repeated demands upon the Defendant for the payment of said sums due them that the Defendant has refused and continues to refuse to make such payment; wherefore, Plaintiffs bring this suit and ask judgment in the above amount.

CHASON & STONE

By:


Attorneys for Plaintiffs

2973

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AMELIA T. JENKINS and
HILLIARD P. JENKINS, individually
and doing business as JENKINS
FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

AMENDED COMPLAINT

FILED

LAW OFFICE J. DUCK, Clerk

CHASON & STONE
BAY MINETTE, ALABAMA

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared Hilliard P. Jenkins, 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 Hilliard P. Jenkins and that he is one of the Plaintiffs in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, wherein Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms, are the Plaintiffs and Fred Neumiller, individually and doing business as Neumiller Produce, is the Defendant. That the amount of the debt or demand of the Plaintiffs is \$11,027.12 and that said amount is justly due. That Fred Neumiller resides out of the State of Alabama and that the attachment is not sued out for the purpose of vexing or harassing the Defendant. That the Defendant being a non-resident the Plaintiffs elect not to give bond.

Hilliard P. Jenkins
Hilliard P. Jenkins

Sworn to and subscribed before
me, this 8th day of July, 1956.

Alice J. Duck
Baldwin County, Ala.
Clerk, Circuit Court

No. 2973

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individ-
ually and doing business as
JENKINS FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

ATTACHMENT AFFIDAVIT

LAW OFFICES
FILED
CHASON & STONE
JUL 5 1956
BAY MINETTE, ALABAMA
ALICE J. DUCK, Clerk

AMELIA T. JENKINS AND
HILLARD P. JENKINS,
INDIVIDUALLY AND doing
business as JENKINS FARMS,

PLAINTIFF S

VS

FRED NEUMILLER, individually,
and doing business as
NEUMILLER PRODUCE,

DEFENDANT

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PLEAS

Comes now the Defendant in the above styled cause and files the
following Pleas to the Plaintiffs' complaint and each and every county
thereof separately and severally:

1.

Not guilty.

2.

That he does not owe the amount sued for nor any amount.

Wilters & Brantley

BY:

Albert M Brantley
Attorneys for the Defendant

The defendant demands a trial by jury.

Wilters & Brantley

BY:

Albert M Brantley
Attorneys for the Defendant

STATE OF ALABAMA

BALDWIN COUNTY

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

That his name is Hilliard P. Jenkins and that he is one of the Plaintiffs in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, at law, wherein Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms, are the Plaintiffs and Fred Neumiller, individually doing business as Neumiller Produce is the Defendant. That Fred Neumiller, individually and doing business as Neumiller Produce is a non-resident of the State of Alabama who did, and has done, business in the State of Alabama during the year 1956 and that the cause of action in the above noted suit accrued from the doing of such business by the said Fred Neumiller, individually and doing business as Neumiller Produce. That the said Fred Neumiller, individually and doing business as Neumiller Produce is a resident of the State of Wisconsin and his last known post-office address is Route 4, Box 382, Kenosha, Wisconsin. That the said Fred Neumiller is over the age of twenty-one years and is of sound mind.

Hilliard P. Jenkins
Hilliard P. Jenkins

Sworn to and subscribed before
me, this 7th day of July, 1956.

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

FILED

JUL 11 1956

ALICE L. DUCK, Clerk

WRIT ON JUDGMENT

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

Whereas Forest A. Christian has made affidavit as required by law that GULF TELEPHONE COMPANY, INC., at the March term, 1957, of the Circuit Court of Baldwin County recovered a judgment against HILLIARD P. JENKINS AND AMELIA T. JENKINS, Individually, and doing business as JENKINS FARMS for the sum of SEVEN HUNDRED, *thirty-four*⁶⁰ DOLLARS (\$734.60), plus interest from date of judgment, and the further sum of 20.90 cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that FRED NEUMILLER, et al. has, or is believed to have in his possession or under his control, money or effects belonging to the defendants, or that he is or is believed to be indebted to the defendants, or to be liable to 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.

These are therefore to command you, that you summon the said FRED NEUMILLER, et al. to be and appear at the next term of Circuit Court of Baldwin County to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of service of this writ, or at the time of making his answer, he has in his possession, or under his control any money or effects belonging to the defendants; and whether he is indebted to said defendants, or is liable to them on any contract for the payment of money or 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.

Witness, Alice J. Duck, Clerk of said Court at office, this the 15th day of March, 1957.

Alice J. Duck Clerk

WRIT ON JUDGMENT

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

Whereas Forest A. Christian has made affidavit as required by law that GULF TELEPHONE COMPANY, INC., at the March Term, 1957, of the Circuit Court of Baldwin County recovered a judgment against HILLIARD P. JENKINS AND AMELIA T. JENKINS, Individually, and doing business as JENKINS FARMS for the sum of SEVEN HUNDRED ~~thirty-four~~ ⁶¹/₁₀₀ DOLLARS (\$ 734.60), plus interest from date of judgment, and the further sum of 20.90 cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that FRED NEUMILLER, et al. has, or is believed to have in his possession or under his control, money or effects belonging to the defendants, or that he is or is believed to be indebted to the defendants, or to be liable 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.

These are therefore to command you, that you summon the said FRED NEUMILLER, et al. to be and appear at the next term of the Circuit Court of Baldwin County to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of service of this writ, or at the time of making his answer, he has in his possession, or under his control money or effects belonging to the defendants; and whether he is indebted to said defendants, or is liable to them on any contract for the payment of money or 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.

Witness, Alice J. Duck, Clerk of said Court at office this the 15th day of March, 1957.

Alice J. Duck Clerk

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, That FRED NEUMILLER, et al.,
defendant and judgment debtor in that certain case wherein HILLIARD
P. JENKINS and AMELIA T. JENKINS, Individually, and doing business
as JENKINS FARMS, recovered a judgment against FRED NEUMILLER, et al.,
do hereby accept service of the within WRIT ON JUDGMENT for garnish-
ment in the case of GULF TELEPHONE COMPANY, INC. vs: HILLIARD P.
JENKINS and AMELIA T. JENKINS,*Individually, and doing business as
JENKINS FARMS, Case No. 3114 in the Circuit Court of Baldwin County,
Alabama, in the amount of SEVEN HUNDRED THIRTY FOUR & 60/100 DOLLARS
(\$734.60), plus interest from date of judgment, and the further sum
of \$20.90 cost of suit.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
the 10th day of May, 1957.

Fred. Neumiller (SEAL)
Fred Neumiller

Alabama
THE STATE OF ~~WISCONSIN~~,)

COUNTY OF Baldwin)

I, L. Oliver M. Brandy, a Notary Public in and for said
County and State, do hereby certify that Fred Neumiller, whose name
is signed to the foregoing instrument, and who is known to me,
acknowledged before me on this day that, being informed of the contents
of the said instrument, he executed the same voluntarily on the day the
same bears date.

Given under my hand and official seal this the 10th day of
May, 1957.

Affix Seal:

L. Oliver M. Brandy
Notary Public

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individually
and doing business as JENKINS
FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

BOOK 016 PAGE 385

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE

The Plaintiffs claims of the Defendant \$11,027.12, due from him by account on the 9th day of June, 1956, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO

The Plaintiffs claim of the Defendant \$11,027.12 for money on the 9th day of June, 1956 received by the Defendant to the use of the Plaintiffs, which sum of money, with the interest thereon, is still unpaid.

CHASON & STONE

By: Marlene S. Stone
Attorneys for Plaintiffs

No. 2973

Received 5 day of July 1956

and on _____ day of _____ 1956

served a copy of the within _____

by service on _____

TAYLOR WILKINS, Sheriff

By _____ D. S.

*Not found in My
County after Diligent
Search and inquiry
7-6-56
Taylor Wilkins
J. Ruff*

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individ-
ually and doing business as
JENKINS FARMS,

Plaintiffs,

VS.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

SUMMONS AND COMPLAINT

FILED

JUL 5 1956

ALICE J. DUCK, Clerk

LAW OFFICES

CHASON & STONE
BAY MINETTE, ALABAMA

7-5-56

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Fred Neumiller, individually and doing business as Neumiller Produce, to appear within thirty days from the service of this Writ in the Circuit Court of Baldwin County, Alabama to be held for said County at the place of holding same, then and there to answer the complaint of Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms,

Witness my hand this 25 day of July, 1956.

W. J. Neumiller
Clerk

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individually
and doing business as JENKINS
FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE

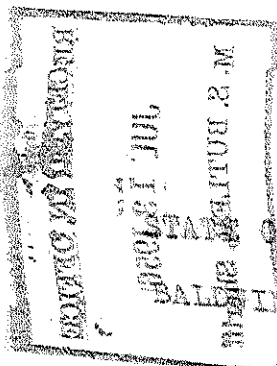
The Plaintiffs claims of the Defendant \$11,027.12, due
from him by account on the 9th day of June, 1956, which sum of
money, with the interest thereon, is still unpaid.

COUNT TWO

The Plaintiffs claim of the Defendant \$11,027.12 for money
on the 9th day of June, 1956 received by the Defendant to the use of
the Plaintiffs, which sum of money, with the interest thereon, is
still unpaid.

CHASON & STONE

By: Melvin S. Stone
Attorneys for Plaintiffs



STATE OF ALABAMA
BALDWIN COUNTY

BOOK 1 018 393
PAGE

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

That his name is Hilliard P. Jenkins and that he is one of the Plaintiffs in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, at law, wherein Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms, are the Plaintiffs and Fred Neumiller, individually doing business as Neumiller Produce is the Defendant. That Fred Neumiller, individually and doing business as Neumiller Produce is a non-resident of the State of Alabama who did, and has done, business in the State of Alabama during the year 1956 and that the cause of action in the above noted suit accrued from the doing of such business by the said Fred Neumiller, individually and doing business as Neumiller Produce. That the said Fred Neumiller, individually and doing business as Neumiller Produce is a resident of the State of Wisconsin and his last known post-office address is Route 4, Box 382, Kenosha, Wisconsin. That the said Fred Neumiller is over the age of twenty-one years and is of sound mind.

Hilliard P. Jenkins
Hilliard P. Jenkins

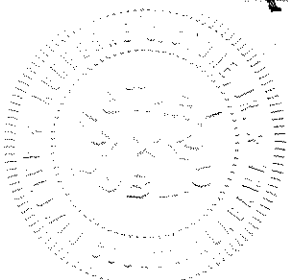
Sworn to and subscribed before
me, this 7th day of July, 1956.

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

FILED

JUL 11 1956

ALICE J. DUCK, Clerk



STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Fred Neumiller, individually and doing business as Neumiller Produce, to appear within thirty days from the service of this Writ in the Circuit Court of Baldwin County, Alabama to be held for said County at the place of holding same, then and there to answer the complaint of Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms,

Witness my hand this 5 day of July, 1956.

Deice J. Smith
Clerk

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individually
and doing business as JENKINS
FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE

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COUNT TWO

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CHASON & STONE

By: M. L. Stone
Attorneys for Plaintiffs

STATE OF ALABAMA

BALDWIN COUNTY

BOOK 01 PAGE 330

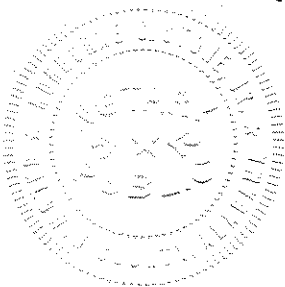
Before me, Norborne C. Stone, Jr., a Notary Public, in and for said County in said State, personally appeared Hilliard P. Jenkins, who is known to me, and who after by me being first duly and legally sworn, did depose and say under oath as follows:

That his name is Hilliard P. Jenkins and that he is one of the Plaintiffs in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, at law, wherein Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms, are the Plaintiffs and Fred Neumiller, individually doing business as Neumiller Produce is the Defendant. That Fred Neumiller, individually and doing business as Neumiller Produce is a non-resident of the State of Alabama who did, and has done, business in the State of Alabama during the year 1956 and that the cause of action in the above noted suit accrued from the doing of such business by the said Fred Neumiller, individually and doing business as Neumiller Produce. That the said Fred Neumiller, individually and doing business as Neumiller Produce is a resident of the State of Wisconsin and his last known post-office address is Route 4, Box 382, Kenosha, Wisconsin. That the said Fred Neumiller is over the age of twenty-one years and is of sound mind.

Hilliard P. Jenkins
Hilliard P. Jenkins

Sworn to and subscribed before
me, this 7th day of July, 1956.

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



FILED

JUL 11 1956

ALICE A. BUCK, Clerk

STATE OF ALABAMA

BALDWIN COUNTY

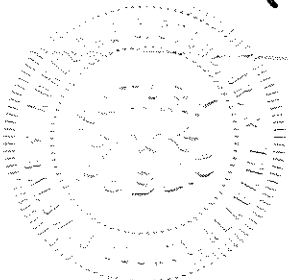
Before me, Norborne C. Stone, Jr., a Notary Public, in and for said County in said State, personally appeared Hilliard F. Jenkins, who is known to me, and who after by me being first duly and legally sworn, did depose and say under oath as follows:

That his name is Hilliard F. Jenkins and that he is one of the Plaintiffs in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, at law, wherein Amelia T. Jenkins and Hilliard F. Jenkins, individually and doing business as Jenkins Farms, are the Plaintiffs and Fred Neumiller, individually doing business as Neumiller Produce is the Defendant. That Fred Neumiller, individually and doing business as Neumiller Produce is a non-resident of the State of Alabama who did, and has done, business in the State of Alabama during the year 1956 and that the cause of action in the above noted suit accrued from the doing of such business by the said Fred Neumiller, individually and doing business as Neumiller Produce. That the said Fred Neumiller, individually and doing business as Neumiller Produce is a resident of the State of Wisconsin and his last known post-office address is Route 4, Box 382, Kenosha, Wisconsin. That the said Fred Neumiller is over the age of twenty-one years and is of sound mind.

Hilliard F. Jenkins
Hilliard F. Jenkins

Sworn to and subscribed before
me, this 7th day of July, 1956.

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



FILED

JUL 11 1956

ALICE L. WALKER, CLERK

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Fred Neumiller, individually and doing business as Neumiller Produce, to appear within thirty days from the service of this Writ in the Circuit Court of Baldwin County, Alabama to be held for said County at the place of holding same, then and there to answer the complaint of Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms,

Witness my hand this 5th day of July, 1956.

Amelia T. Jenkins
Clerk

AMELIA T. JENKINS and
HILLIARD P. JENKINS, individually
and doing business as JENKINS
FARMS,

Plaintiffs,

vs.

FRED NEUMILLER, individually
and doing business as
NEUMILLER PRODUCE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

COUNT ONE

The Plaintiffs claims of the Defendant \$11,027.12, due from him by account on the 9th day of June, 1956, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO

The Plaintiffs claim of the Defendant \$11,027.12 for money on the 9th day of June, 1956 received by the Defendant to the use of the Plaintiffs, which sum of money, with the interest thereon, is still unpaid.

CHASON & STONE

By: M. Stone
Attorneys for Plaintiffs

STATE OF ALABAMA

BALDWIN COUNTY

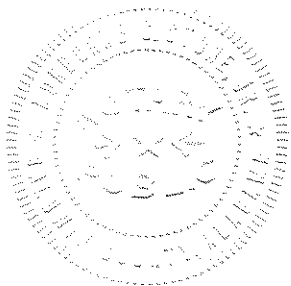
Before me, Norborne C. Stone, Jr., a Notary Public, in and for said County in said State, personally appeared Hilliard P. Jenkins, who is known to me, and who after by me being first duly and legally sworn, ~~did depose and say~~ under oath as follows:

That his name is Hilliard P. Jenkins and that he is one of the Plaintiffs in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, at law, wherein Amelia T. Jenkins and Hilliard P. Jenkins, individually and doing business as Jenkins Farms, are the Plaintiffs and Fred Neumiller, individually doing business as Neumiller Produce is the Defendant. That Fred Neumiller, individually and doing business as Neumiller Produce is a non-resident of the State of Alabama who did, and has done, business in the State of Alabama during the year 1956 and that the cause of action in the above noted suit accrued from the doing of such business by the said Fred Neumiller, ~~individually and doing business as Neumiller Produce.~~ That the said Fred Neumiller, individually and doing business as Neumiller Produce is a resident of the State of Wisconsin and his last known post-office address is Route 4, Box 382, Kenosha, Wisconsin. That the said Fred Neumiller is over the age of twenty-one years and is of sound mind.

Hilliard P. Jenkins
Hilliard P. Jenkins

Sworn to and subscribed before
me, this 7th day of July, 1956.

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



FILED

JUL 11 1956

ALICE J. DUCK, Clerk

Div. No. _____

CERTIFICATE OF APPEAL. (Civil Cases,)

No. 72973

Baldwin County, Circuit Court.

AMELIA T. JENKINS & HILLIARD JENKINS, Ind. and d/b/a JENKINS FARMS
Plaintiff.
vs.

FRED NEUMILLER, ind. and d/b/a NEUMILLER PRODUCE
Defendant.

I, Alice J. Duck Clerk of Circuit Court,
of Baldwin County, Alabama, hereby certify that in the
cause of AMELIA T. JENKINS & HILLIARD JENKINS, ind AND d/b/a JENKINS FARMS vs.
vs.

FRED NEUMILLER, ind. and d/b/a NEUMILLER PRODUCE defendant,
which was tried and determined in this Court on the 14th day of
March 19 57, in which there was a judgment for Ten thousand,
forty-four and 46/100 Dollars, in favor of the plaintiff, (or judgment
for defendant,) the defendant on the 6th day of
May 19 57, took an appeal to the Supreme Court
of Alabama to be holden of and for said State.

I further certify that Fred Neumiller and American Surety Company
filed security for cost of appeal, to the Supreme Court, on
the 6th day of May 19 57, and that Fred Neumiller,
American Surety Company,
are sureties on the appeal bond.

I further certify that notice of the said appeal was on the 9
day of May 19 57, served on Chason & Stone
as attorney of record for said appellee, and that the amount sued for
was 12,807.06 Dollars. (Or certain lands)
(Or personal property.)

Witness my hand and the seal of this Court, this the 9th
day of May 19 57.

Alice J. Duck
Clerk of the Circuit Court of

Baldwin County, Alabama.

AMELIA T. JENKINS AND
HILLARD P. JENKINS,
INDIVIDUALLY and d/b/a
Jenkins Farms,

PLAINTIFF

VS

FRED NEUMILLER, INDIVIDUALLY,
and d/b/a Neumiller Produce,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

ORDER OF RELEASE

In the above styled cause came the Defendant on the ____ day of July, 1956, before the return day of this writ, and filed his unqualified appearance in the cause, and notice of said appearance having been given the Plaintiffs for more than five days, and the Plaintiffs having failed to give bond as required by law, now, on motion of the Defendant it is considered, ordered and adjudged that the levy of attachment made in this cause on the ____ day of July, 1956, be and the same is hereby discharged and the property restored to the Defendant.

Dated this ____ day of July, 1956.

Circuit Judge

AMELIA T. JENKINS, et al,
individually and d/o/a
JENKINS TRUST,

PLAINTIFFS

VS

FRED NEUMILLER, individually,
and d/o/a NEUMILLER PRODUCE,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 2973

Comes now Fred Neumiller, the defendant in the above styled cause,
and makes this an unqualified appearance in the attachment suit filed in
said cause and submits himself for all purposes to the jurisdiction of this
Court in said cause, and as a part of said general appearance makes the
following Plea:

1.

That he is not indebted as alleged.

Wiltens & Brantley

BY:

Robert M Brantley
Attorneys for the Defendant

MOTION

APRILIA T. JENKINS AND
WILLARD F. JENKINS,
INDIVIDUALLY, and d/b/a
Jenkins Farms,

PLAINTIFF

VS

FRED NEUMILLER, INDIVIDUALLY,
and d/b/a Neumiller Produce,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

Comes now the Defendant in the above styled cause and petitions the Court to dissolve and hold for naught that Writ of Attachment issued against his personal property in Baldwin County, Alabama, and for grounds therefor shows unto the Court as follows:

That on the 5th day of July, 1956, Alice G. Jack, Clerk of the Circuit Court issued an attachment in the above styled cause; the Defendant being a non-resident of the State of Alabama, the Plaintiff elected not to give bond.

That this attachment was issued by Taylor Wilkins, Sheriff of Baldwin County, Alabama, against one International Harvester Truck, Motor No. 11467 License Tag 1956 Wisconsin WK 608, and one Trailmobile Trailer, License No. 1956 Wisconsin CS 6968, which is the personal property of the Defendant in this cause.

That the Defendant made a general appearance in this cause by his attorneys, Wilters and Brantley, on the 12 day of July, 1956, that the Plaintiffs had notice of this appearance by service upon their attorney, Honorable Norborne Stone, on the 19 day of July, 1956.

That five days has elapsed since this said service and the Plaintiffs have failed to this day to give bond as provided for in Title 7, Section 949 of the 1940 Code of Alabama.

WHEREFORE, premises considered, your Petitioner prays that the Court will forthwith dissolve the aforesaid attachment and cause the Sheriff of Baldwin County to deliver the above described personal property to the Defendant upon his demand for the same.

Wilters & Brantley

By: Robert M. Brantley
Attorneys for the Defendant

STATE OF ALABAMA

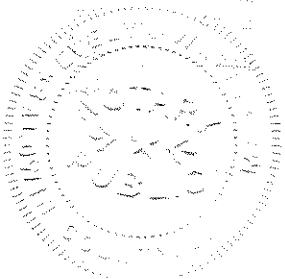
BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Tolbert L. Brantley, who being by me first duly sworn, deposes and says: that I am one of the attorneys for the Defendant in the above styled cause, and I ~~have read the foregoing petition and have personal knowledge of the matters~~ therein set out that they are true and correct to the best of my knowledge, information and belief.

Tolbert L. Brantley

Sworn to and subscribed before me this 24 day of July, 1956.

Evelyn Watts
Notary Public, Baldwin County, Alabama



AGELIA T. JENKINS AND
HILLARD P. JENKINS,
INDIVIDUALLY AND DOING
BUSINESS AS JENKINS FARMS,

PLAINTIFFS

VS

FRED NEUMILLER, INDIVIDUALLY,
AND DOING BUSINESS AS
NEUMILLER PRODUCE.

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 2973

Comes now the Defendant in the above styled cause and gives notice
of appeal to the Supreme Court of Alabama from the judgment of the Circuit
Court of Baldwin County, Alabama, entered on the 11th day of March, 1957.

Wilters & Brantley

BY:

Isidore M Brantley
Attorneys for the Defendant

ABELLA T. JENKINS AND
WILLARD P. JENKINS,
INDIVIDUALLY and d/o/a
Jenkins Farms,

PLAINTIFF

IN THE CIRCUIT COURT OF
DADE COUNTY, ALABAMA.

AT LAW

FRED BAUMANN, INDIVIDUALLY,
and d/o/a Neumiller Produce,

DEFENDANT

ORDER OF RELEASE

In the above styled cause came the Defendant on the 12 day of July, 1956, before the return day of this writ, and filed his unqualified appearance in the cause, and notice of said appearance having been given the Plaintiffs for more than five days, and the Plaintiffs having failed to give bond as required by law, now, on motion of the Defendant it is considered, ordered and adjudged that the levy of attachment made in this cause on the 5 day of July, 1956, be and the same is hereby discharged and the property restored to the Defendant.

Dated this 24 day of July, 1956.

Hubert M. Hall
Circuit Judge

THE BALDWIN TIMES

BALDWIN COUNTY

Alabama's Best County's Best Newspaper

BAY MINETTE, ALABAMA

JIMMY FAULKNER
AND
BILL STEWART

E. R. MORRISSETTE, JR.
EDITOR-MANAGER

NOTICE TO NON-RESIDENT OF ATTACHMENT THE STATE OF ALABAMA, BALDWIN COUNTY.

No. 2973, Circuit Court
July Term, 1956

AMELIA T. JENKINS and
HILLARD P. JENKINS,
individually and doing business
as JENKINS FARMS,
Plaintiffs

Vs.

FRED NEUMILLER,
individually and doing business
as NEUMILLER PRODUCE,
Defendant

Attachment

Whereas, Amelia T. Jenkins
and Hillard P. Jenkins, as Plain-
tiffs in said cause, have obtained
an Attachment out of this Court,
issued the 5th day of July, 1956,
against the estate of the said de-
fendant Fred Neumiller, individ-
ually and doing business as NEU-
MILLER PRODUCE which At-
tachment has been levied upon
the following described Personal
property as the property of the
said defendant, to-wit:

One (1) International Harvest-
er truck, Motor Number 11467,
License tag Wisconsin YK 608;

and one Trailmobile trailer li-
cense number 1956 Wisconsin,
C.S. 6968.

and whereas, it appears that the
said Fred Neumiller, individually
and doing business as Neumiller
Produce, Defendant, as aforesaid
is a non-resident of the State of
Alabama, his last known Post Of-
fice address being Route 4, Box
382, Kenosha, Wisconsin.

NOW, THEREFORE, the said
Fred Neumiller individually and
doing business as Neumiller Pro-
duce, wherever he may reside is
hereby notified of the levy and
pendency of said Attachment.

Witness my hand, this 11th day
of July, 1956.

ALICE J. DUCK,
Clerk.

Chason & Stone,
Attorneys for Plaintiffs 26-3tc.

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

E. R. Morrisette, Jr. being duly sworn, deposes and says
that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published
at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Jenkins vs. Neumiller

COST STATEMENT

246 WORDS @ 5 cents \$ 12.30
I hereby certify this is correct, due and unpaid (paid).

E. R. Morrisette Jr.
Editor.

was published in said newspaper for 2 consecutive weeks in the following issues:

Date of 1st publication July 12, 1956 Vol 67 No 26

Date of 2nd publication July 19, 1956 Vol 67 No 27

Date of 3rd publication _____, 195____ Vol _____ No _____

Date of 4th publication _____, 195____ Vol _____ No _____

Subscribed and sworn before the undersigned this 31 day of July, 1956

Walter Martin
Notary Public, Baldwin County.

E. R. Morrisette Jr.
Editor.

TAYLOR WILKINS

SHERIFF
BALDWIN COUNTY

Bay Minette, Alabama

COST BILL

Serving eleven (11) notices in the Neumiller
case at \$1.50 each \$ 16.50

Mileage for services of above notices 57 1/2 mi. 57.40

Total Cost \$ 72.90

TAYLOR WILKINS

SHERIFF
BALDWIN COUNTY

Bay Minette, Alabama

April 25, 1957

NOTICE

THE STATE OF ALABAMA
BALDWIN COUNTY

Edwin Gullledge, Comer Jackson

TO : Charlie Subell, John Longmire, Tom Gray, H.L. McAllister,
~~Robert Bolar, Atlas Bolar, Aaron & Evelyn Yelling, Joe Allegra,~~

You are hereby notified that by virtue of an execution issued out of the Circuit Court of Baldwin County where-
in Amelia T. Jenkins et als. doing business as Jenkins Farm has secured a judgment against Fred Neumiller, in-
dividually and doing business as Neumiller Produce, in the amount of Ten Thousand Forty-four and 46/100, (\$10,044.46.). I therefore am levying on all interest of Fred Neumiller individually or Neumiller Produce in the growing crop of potatoes which he has with you on contract.

No disposition of this property is to be made without authorization from this office.

Taylor Wilkins, Sheriff

NOTICE TO PLAINTIFFS OF DEFENDANT'S APPEARANCE

ABELIA T. JENKINS, et al,
individually, and c/o/a
JENKINS FARMS

PLAINTIFF

IN THE CIRCUIT COURT OF
EMERY COUNTY, ALABAMA,

AT LAW

CASE NO. 2973

FRED NEUMILLER, individually,
and c/o/a NEUMILLER PRODUCE

DEFENDANT

TO: Abelia T. Jenkins and Willard E. Jenkins, individually, and doing
business as Jenkins Farms.

You will take notice that Fred Neumiller, the defendant, has this day
filed an unqualified appearance in this cause and that unless within five days
after service of this notice on you, you make bond payable to the Defendant
in the sum of \$22,054.24, the levy on said attachment will be discharged.

Witness my hand this 19th day of July, 1936.

Reice J. Drake
CLERK OF THE CIRCUIT COURT

NOTICE TO PLAINTIFFS OF DEFENDANT'S APPEARANCE

AMELIA T. JENKINS, ET AL,
individually and d/b/a
JENKINS FARMS,

PLAINTIFFS

VS

FRED NEUMILLER, individually,
and d/b/a NEUMILLER PRODUCE,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 2973

TO: Amelia T. Jenkins and Willard P. Jenkins, individually, and doing
business as Jenkins Farms.

You will take notice that Fred Neumiller, the Defendant, has this day
filed an unqualified appearance in this cause and that unless within five days
after service of this notice on you, you make bond payable to the Defendant
in the sum of \$22,054.24, the levy on said attachment will be discharged.

Witness my hand this 12 day of July, 1956.

George J. Dyer
Clerk of the Circuit Court.