GEORGE T. FOWLER,
PLAINTIFF

VS

AMERICAN HOME SEWING MACHINE MART, ET AL, A partnership composed of Frederick Drinkwater & Jeanette Drinkwater, and Frederick Drinkwater, Ind. and Jeanette Drinkwater, Ind.,
DEFENDENTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
Case No. 3009.

BANK OF FAIRHOPE-GARNISHEE

Now on this day comes the BANK OF FAIRHOPE, a banking corporation, Garnishee in the above stated cause, and for answer to the writ of garnishment served upon it, on, to-wit, the 25th day of September, 1956, upon oath, says that it is indebted to the above named defendant, AMERICAN HOME SEWING MACHINE MART, ET AL, at the time of the service of this garnishment in the sum of TWO HUNDRED AND FIFTY-ONE DOLLARS AND THIRTY-SEVEN CENTS ($251.37), said indebtedness being a checking account in the BANK OF FAIRHOPE in the name of AMERICAN HOME SEWING MACHINE MART reserve account in the above mentioned bank; and that it is indebted to the defendant, FREDERICK DRINKWATER, in the sum of THIRTY-FOUR CENTS ($0.34), having a checking account in the name of F. P. DRINKWATER, wherein said F. P. DRINKWATER has the above amount to his credit in said account; and the Garnishee says that it is indebted to the defendant, JEANETTE B. DRINKWATER, in the sum of ONE HUNDRED AND EIGHTY-NINE DOLLARS and EIGHTY-THREE CENTS ($189.83), having anchecking account for said JEANETTE B. DRINKWATER, wherein she has on deposit the above mentioned sum;

And said Garnishee, further, says that it will not be indebted to any of said defendants by any contract, nor is it liable to any of the defendants for the delivery of any 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, with the exception of the above checking accounts, which the bank has reported, they do not have in their possession, or under their control, any money or effects belonging to said

defendant.

And the Garnishee, having fully answered, prays that he be discharged with his reasonable costs in this behalf expended.

BANK OF FAIRHOPE, A
Corporation

BY: John M. Beasley
JOHN M. BEASLEY, Cashier

Subscribed and sworn to before me, this the 27 day of Sept, 1956; by John M. Beasley, Cashier.

E. G. Rickarby
Notary Public, Baldwin County, Ala.

Garnishee suggest death of Defendant, Jeanette Drinkwater,

E. G. Rickarby
E. G. Rickarby, Attorney for
Bank of Fairhope, Garnishee

GARNISHMENT ON SUMMONS — Baldwin Times-100-8-47

The State of Alabama,
BALDWIN COUNTY

Circuit Court

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

Whereas GEORGE T. FOWLER, ~~(AMERICAN HOME SEWING MACHINE MART, ET AL)~~

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against AMERICAN Home Sewing Machine Mart, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater and Frederick Drinkwater, Indivually, and Jeanette Drinkwater, I~~n~~dividually, for the sum of $1,175.00 Dollars and whereas, the said ~~(AMERICAN HOME SEWING MACHINE MART, ET AL)~~ GEORGE T. FOWLER,

has entered into bond, and made affidavit as required by law that the said AMERICAN HOME SEWING MACHINE MART, ET AL

is indebted to him in the sum of $1, 175.00 Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment as may be recovered by Plaintiff, and that The Bank of Fairhope, a Corporation, of Fairhope, Alabama is believed to be Chargable as granishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Bank of Fairhope, a Corporation of Fairhope, Alabama to be and appear at the ~~OFFICE~~ within 30 days term of the Circuit Court, to be holden for the County of Baldwin, ~~on~~ within 30 days from date of service, 19____, then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your answer, or at any time intervening between the time of serving the garnishment and making the answer, you were indebted to the defendant, and whether, you will not be indebted to him in the future by a contract then existing, and whether by a contract then existing, you are liable to him 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 you have not in your possession or under your control money or effects belonging to the defendant.

Witness my hand this 21 day of August, 19 56.

Alice J. Duck
Clerk.

GARNISHMENT ON SUMMONS — Baldwin Times-100-8-47

The State of Alabama,
BALDWIN COUNTY

Circuit Court

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

Whereas GEORGE T. FOWLER, ~~(PETER W. SLOBER and T. C. COUNCIL, JR.)~~

has commenced suit by ~~Summons and Complaint returnable to the next term of the Circuit Court of said County, against and Jeanette Drinkwater and Frederick Drinkwater, Indivually,~~ and Jeanette Drinkwater, I divdually,

for ~~(the sum of TWO THOUSAND TWENTY-FIVE DOLLARS)~~ $1,175.00 Dollars and whereas, the said

has entered ~~into bond and made affidavit as required by law~~ that the said

~~him~~ $1, 175.00

is indebted to in the sum of

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment ~~has may be recovered by a corporation, of Fairhope, Alabama~~ Plaintiff, and that

is believed to be Chargable as granishee in the cause.

Bank of Fairhope.

~~a Corporation~~ YOU ARE THEREFORE, commanded to summon the said

~~OXXXXXX~~ within 30 days

to be and appear at the ~~xx within 30 days from date~~ term of the Circuit Court, to be holden for the County of Baldwin, on 19, then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your answer, or at any time intervening between the time of serving the garnishment and making the answer, you were indebted to the defendant, and whether, you will not be indebted to him in the future by a contract then existing, and whether by a contract then existing, you are liable to him 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 you have not in your possession or under your control money or effects belonging to the defendant.

Witness my hand this 21 day of August, 19 56.

Alice J. Duck
Clerk.

State of Alabama
BALDWIN COUNTY

TO The American Home Sewing Machine Mart, Et Al, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of GEORGE T. FOWLER, Plaintiff,

versus The American Home Sewing Machine Mart, Et Al., Defendant,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Bank of Fairhope, A Corporation, of Fairhope, Alabama.

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 21st. day of August, 1956.

Alice J. Dreck
Clerk of the Circuit Court.

ERNEST M. BAILEY
ATTORNEY AT LAW
221 FAIRHOPE AVE.
TELEPHONE WAVERLY 8-9759
FAIRHOPE, ALABAMA

August
24th
1956

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

Dear Mrs. Duck:

I am enclosing herewith Bill of Complaint which we discussed on Tuesday. As will be noted, I am also enclosing a bond and affidavit in garnishment to be served together with the Bill of Complaint.

I will appreciate your placing this, at your earliest convenience, in the hands of the sheriff for service.

Thanking you in advance, I am

Very truly yours,

Ernest M. Bailey

Ernest M. Bailey
EMB:b
Enclosures

TELEPHONE WA 8-9836

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

P. O. BOX 71

September 26, 1956

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

Dear Mrs. Duck:

Inre: George T. Fowler
Vs: American Home Sewing Mach.
Mart, Et Al
Our File: 3875

With this we are handing you answer of Garnishee in the above mentioned cause, which we ask that you file, and oblige.

Yours very truly,

EGR/ts
10-6-56
Encl.
cc: Mr. Ernest M. Bailey,
Attorney for Plaintiff

Ala. 116 Bond and Affidavit in Garnishment on Summons.

BOND

The State of Alabama,
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, George T. Fowler, Walter M. Bloxham and A. C. Council, Jr.

are held and firmly bound unto American Home Sewing Machine Mart, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater and Frederick Drinkwater, Indivually, and Jeanette Drinkwater, Individually.

in the sum of $2,350.00 DOLLARS,

to be paid to the said American Home Sewing Machine Mart, et al

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these Presents.

Sealed with our seals, and dated this ____ day of August, 1956.

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

GEORGE T. FOWLER

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said American Home Sewing Machine Mart, et al

the sum of $1175.00 Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Bank of Fairhope, a Corporation, of Fairhope, Alabama

summoning it to answer what it is indebted to said Defendant, or what effects of said Defendants it has in its possession, or under its control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as they may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and laws of Alabama, and we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

George T. Fowler (Seal)
A. C. Council Jr. (Seal)
Walter M. Bloxham (Seal)

Approved this 21 day of August A. D., 1956

Clerk.

Affidavit in Garnishment on Summons.

The State of Alabama
Baldwin County

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared GEORGE T. FOWLER

who, being duly sworn, doth depose and say that American Home Sewing Machine Mart, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater ~~and Frederick Drinkwater, Individually, and Jeantte Drinkwater,~~ Individually.

indebted to him in the sum of $1,175.00 Dollars,

and that he has commenced on suit by summons and complaint on said indebtedness

against the said ~~American Home Sewing Machine Mart, et al~~

and that the Bank of Fairhope, a Corporation, of Fairhope, Alabama

supposed to be indebted to the said Defendants, or to have effects of the said Defendants, in its possession, or under its control, and that he believe that process of Garnishment against the said American Home Sewing Machine Mart, et al

is necessary to obtain satisfaction of said claim; and that the said ~~Bank of Fairhope~~ is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose of vexing or harassing said Defendants, or other improper motives.

Sworn to and subscribed before me this 25th day of August 1956

Notary Public, ~~Clerk Circuit Court~~

RECORDED 116

No. 2009

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

GEORGE T. FOWLER
Plaintiff

TO

AMERICAN HOME SEWING MACHINE MART, Et Al
Defendants

Bond and Affidavit in Garnishment on Summons

Filed this 21 day of August, 1956

Clerk.

Printed by Moore Ptg. Co.

STATE OF ALABAMA	I	IN THE CIRCUIT COURT OF
BALDWIN COUNTY	I	BALDWIN COUNTY, ALABAMA
	I	AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon THE AMERICAN HOME SEWING MACHINE MART, a partnership, and FREDERICK DRINKWATER and JEANNETTE DRINKWATER to appear and answer, plead or demur, within thirty days from the service of this writ, to a Bill of Complaint filed against them in Circuit Court, at Law, for said County and State by GEORGE T. FOWLER.

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

Witness my hand this the 21 day of August, 1956.

Clerk of Court

GEORGE T. FOWLER,	I	IN THE CIRCUIT COURT OF
Complainant		BALDWIN COUNTY, ALABAMA
vs.	I	AT LAW
THE AMERICAN HOME SEWING MACHINE MART, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater, and FREDERICK DRINKWATER, Individually, and JEANETTE DRINKWATER, Individually,	I	
Defendants		

COUNT ONE

The Plaintiff claims of the Defendants $1,175.00, due by promissory note made by the Defendant, Frederick Drinkwater, as general partner, of The American Home Sewing Machine Mart, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater, on the 27th day of April, 1956, and payable on, to-wit, the 28th day of July, 1956, which note provided that failure to pay any installment on the date due will constitute a default and the full amount thereunder would become immediately due and payable, with interest thereon, which amount has not been paid.

Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendants have expressly waived their right to claim personal property as exempt to them under the Constitution and laws of the State of Alabama and agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the sum of $176.25 as such attorney fee.

Attorney for the Plaintiff

IN THE CIRCUIT COURT OF
BIRMINGHAM DISTRICT

WILLIAM GARNER, ATTORNEY
AT LAW
BIRMINGHAM, ALABAMA

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that on this day, before me, personally appeared, William Garner, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2 day of May, 1949.

Notary Public

BOND

The State of Alabama, } CIRCUIT COURT
Baldwin County

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, George T. Fowler, Walter M. Bloxham and A. C. Council, Jr.

are held and firmly bound unto American Home Sewing Machine Mart, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater and Frederick Drinkwater, Indivually, and Jeanette Drinkwater, Individually.

in the sum of $2,350.00 DOLLARS,

to be paid to the said American Home Sewing Machine Mart, et al

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these Presents.

Sealed with our seals, and dated this ____ day of August, 1956

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

GEORGE T. FOWLER

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said American Home Sewing Machine Mart, et al

the sum of $1175.00 Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Bank of Fairhope, a Corporation, of Fairhope, Alabama

summoning it to answer what it is indebted to said Defendant, or what effects of said Defendants it has in its possession, or under its control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as they may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and laws of Alabama, and we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

George T. Fowler (Seal)
A. C. Council Jr. (Seal)
Walter M. Bloxham (Seal)

Approved this 21 day of August A. D., 1956

Geo. A. Dreyfus Clerk.

Affidavit in Garnishment on Summons.

The State of Alabama
Baldwin County

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared GEORGE T. FOWLER

who, being duly sworn, doth depose and say that American Home Sewing Machine Mart, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater ~~and Frederick Drinkwater, Individually, and Jeanette Drinkwater,~~ Individually.

indebted to him in the sum of $1,175.00 Dollars,

and that he has commenced on suit by summons and complaint on said indebtedness

against the said ~~American Home Sewing Machine Mart, et al~~

and that the Bank of Fairhope, a Corporation, of Fairhope, Alabama

supposed to be indebted to the said Defendants, or to have effects of the said Defendants, in its

possession, or under its control, and that he believe that process of Garnishment against the said

American Home Sewing Machine Mart, et al

is necessary to obtain satisfaction of said claim; and that the said ~~Bank of Fairhope~~ is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose of vexing or harassing said Defendants, or other improper motives.

George T. Fowler

Sworn to and subscribed before me this 24th day of August 1956

Alice J. Duck, Clerk Circuit Court.
Notary Public

116

No. 3209

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

GEORGE T. FOWLER
Plaintiff

TO

AMERICAN HOME SEWING MACHINE MART, Et Al
Defendant

Bond and Affidavit in Garnishment on Summons

Filed this 24 day of Aug, 1956
Alice J. Duck
Clerk.

Printed by Moore Ptg. Co.

STATE OF ALABAMA	)	IN THE CIRCUIT COURT OF
BALDWIN COUNTY	)	BALDWIN COUNTY, ALABAMA
	)	AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon THE AMERICAN HOME SEWING MACHINE MART, a partnership, and FREDERICK DRINKWATER and JEANNETTE DRINKWATER to appear and answer, plead or demur, within thirty days from the service of this writ, to a Bill of Complaint filed against them in Circuit Court, at Law, for said County and State by GEORGE T. FOWLER.

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

Witness my hand this the 21 day of August, 1956.

Clerk of Court

GEORGE T. FOWLER,	)	IN THE CIRCUIT COURT OF
Complainant	)	BALDWIN COUNTY, ALABAMA
vs.		AT LAW
THE AMERICAN HOME SEWING MACHINE MART, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater, and FREDERICK DRINKWATER, Individually, and JEANETTE DRINKWATER, Individually,	)	
Defendants		

COUNT ONE

The Plaintiff claims of the Defendants $1,175.00, due by promissory note made by the Defendant, Frederick Drinkwater, as general partner, of The American Home Sewing Machine Mart, a partnership composed of Frederick Drinkwater and Jeanette Drinkwater, on the 27th day of April, 1956, and payable on, to-wit, the 28th day of July, 1956, which note provided that failure to pay any installment on the date due will constitute a default and the full amount thereunder would become immediately due and payable, with interest thereon, which amount has not been paid.

Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendants have expressly waived their right to claim personal property as exempt to them under the Constitution and laws of the State of Alabama and agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the sum of $176.25 as such attorney fee.

Attorney for the Plaintiff