GEORGE T. FOWLER,
PLAINTIFF

VS

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

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

. ----

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, BY W., 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. DRINK-WATER, wherein said F. P. DRIMKWATER 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-NEWE DOLLARS and EIGHTY-THREE CENTS (\$189.83), having anchecking account for said JEANETTE B. DRINK-WATER, 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

Page 2
George T Fowler vs American Home Sewing Machine Mart.
Bank of Fairhope -Garnishee

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, Cashief

Subscribed and sworn to before me, this the 27

_day of

1956; by John M. Beasley, Cashier.

Notary Public, Baldwin County, Ala.

Garnishee suggest death of Defendant, Jeanette Drinkwater,

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

The State of Alabama,

BALDWIN COUNTY

Circuit Court

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

Whereas GEORGE T. FOWLER WANTER WAX X X X X X X X X X X X X X X X X X X	(NEX.)	
has commenced suit by Summons and Complaint returnable to the next term of the	ne Circuit Co	ourt
of said County, against AMERICAN Home Sewing Machine Mart, a partnership	composed	of
Frederick Drinkwater and Jeanette Drinkwater and Frederick Drinkwate		
and Jeanette Drinkwater, Tadivddally, for the sum of \$\frac{1}{2},175.00\$ Dollars and w	hereas, the	said
(AMERICANYHOMEXSUNINGXMACHINEXMARTXXXIXAM) GEORGE T. FOWLER,	w	i. i. ii.
	: 22.7 7.809	-
has entered into bond, and made affidavit as required by law that the said	- Comment	<u>.</u>
AMERICAN HOME SEWING MACHINE MART, ET AL	- TWA	
is indebted to him in the sum of \$1, 175.00		
Dollars, and that process of garnishment is believed to be necessary to obtain satis		
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 ca	ause.	
YOU ARE THEREFORE, commanded to summon the said Bank of Fai	rhope.	
to be and appear at theOXXXXXX within 30 days term of the C	lircuit Cour	t, to
be holden for the County of Baldwin, or within 30 days from date of serv	<u>ice , 19</u>	·,
then and there to answer, upon oath, whether, at the time of the service of this at the time of making your answer, or at any time intervening between the time garnishment and making the answer, you were indebted to the defendant, and will not be indebted to him in the future by a contract then existing, and whether then existing, you are liable to him for the delivery of personal property, or for money which may be discharged by the delivery of personal property, or which personal property, and whether you have not in your possession or under your deffects belonging to the defendant.	garnishment of serving d whether, er by a cont the paymen	the you tract nt of le in
Witness my hand this 21 day of August	19_56	
Witness my hand this 21 day of August alicef. Duck		

Clerk.

The State of Alabama,

BALDWIN COUNTY

Circuit Court

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

GEORGE T.	**			kan Belling ka
has commenced suit by Sti	niios anicome	aigt Hebbins bles	othem extrement i	thec Cinouit cCom
¥ _s saidiGpuntMnasaitsk-a nd Jeanette Drinkwater		thater and Fr	odoriok Drinkwa	ber, Indived
\$2,275.			·. ·	
or (the simuot W MML 2002)		yarak) edo	Dollars and	whereas, the said
17 Stepl 29 7 27 Stepl 29 7	And Their Ment	Series 1		
A party treat	Y STATE Manufa An Channe	With the state of	·	Parties Inc.
And the second s	The State of the S			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
as enter ed into bond land :	made affidavit iastr	ecutifed ips Tam	that the said	
Prince Prince	26 V VI Su (1,p.) Sucy	- \$1, 175.00		
La participa de la constanta d	Tree. That West Could	aud na 1976 - Village en e		
indebted to	in the sum o)1		· · · · · · · · · · · · · · · · · · ·
ollars, and that process of	garnishment is be	lieved to be nece	essary to obtain sat	tisfaction of suc
Corpughtare Theres	ORE commanded	to summon the s	aid	
		ON within 30		
to be and appear	at thewi	hin 30 days f	ron daken of she	Circ uit Court, t
e holden for the County o	of Baldwin, on			19
hen and there to answer, u				
t the time of making your				
arnishment and making t	he answer, you we	ere indebted to	the defendant, ar	nd whether, yo
vill not be indebted to him	n in the future by	a contract then	existing, and whetl	her by a contra
hen existing, you are liab	ole to him for the	delivery of pers	onal property, or fo	or the payment o
noney which may be dis	charged by the d	elivery of persor	nal property, or wh	ich is payable i
ersonal property, and wh	ether you have n	ot in your posses	sion or under your	control money o
ffects belonging to the det	fendant.	August	And the second s	56
Witness my hand thi				. 19
ti avarwo saay armaaw waa				7
		ali	e J. Du	ek /

State	of	Alabama
BALI	WI	N COUNTY

The American Home Sewing Machine Mart, Et Al						and the second		. : : :	. :	1 2	Serving Serving	period process Names period	Ü	. [الحياد الم المراد	Ö
GEORGE T. FOWLER , Paus The American Home Sewing Machine Mart, Et Al. , Developed in the Circuit Court of Baldwin County, Alabama, Law Side, in which Bank of Fairhope, A Corporation, of Fairhope, Alabama. Some been named as Garnishee	ş	The Amer	ican Home	Sewin	ig Mach	line M	art,	Et Al	<u>L</u>	, De	enda	at	: 4		هر شا بحد ال الادمر	freely.
GEORGE T. FOWLER , Paus The American Home Sewing Machine Mart, Et Al. , Developed in the Circuit Court of Baldwin County, Alabama, Law Side, in which Bank of Fairhope, A Corporation, of Fairhope, Alabama. Some been named as Garnishee	•				1				i			111	ديو. د رو	:	2000 2000 2000	
The American Home Sewing Machine Mart, Et Al. , Depending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Bank of Fairhope, A Corporation, of Fairhope, Alabama. Sometimes been named as Garnishee	YO	U ARE I	EREBY N	OTIFIE	D that	a Wri	t of (Jarnish	ımen	t has	been	issue	d in	the	case	of
pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Bank of Fairhope, A Corporation, of Fairhope, Alabama. been named as Garnishee IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the	*	GEO!	GE T. FO	WLER									;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;	********	ୁ , P	laintiff
pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Bank of Fairhope, A Corporation, of Fairhope, Alabama. been named as Garnishee IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the		****************		;			•	,							<u>.</u>	:
pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Bank of Fairhope, A Corporation, of Fairhope, Alabama. Sometimes been named as Garnishee IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the		The Ame	rican Hon	ne Sewi	ing Mac	chine	Mart	, Et /	ll.						, Def	endant.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the	••••••		Bank of Fa	airhope	æ.,AC	corpo:	ratio	n,of	Fai	rhop	e,A	Labam	a			
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the	_		~									· .		y d	•	:
	beer	n named	as Garnish	ee								en e	14		w. 100 c	i.g.
	IN	WITNE	SS WHERJ	EOF, I	have h	ereunt	o set	my ha	and a	ınd a	ffixed	lmys	seal	on tl	ais th	ne 21st
of, 19450							ty man									
	£	Hugu			194.9	50					and the second of the second					
Min L. Duch		****************			,			1000	1				_		. ,	and the same of the

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

Wery truly yours,

Érnest M. Bailey EMB:b

Enclosures

P. O. BOX 71

E. G. RICKARBY

BANK BUILDING

FAIRHOPE. ALABAMA 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 BOND

The State of Alabama, Baldwin County

CIRCUIT COURT

Jr.

THAT WE, George T. Fow	der, Walter M. Bloxham and A. C. Council,
omposed of Frederick Drink	an Home Sewing Machine Mart, a partnershi water and Jeanette Drinkwater and Frederi Jeanette Drinkwater, Individually.
in the sum of \$2,350.00	DOLLARS,
o be poid to the said American Hom	ne Sewing Machine Mart, et al
o be part to the said	
	s, for which payment well and truly to be made, we bind our- or heirs, executors and administrators jointly, severally and firmly
	isday of August , 1956
THE CONDITION OF THE AB	OVE OBLIGATION IN SUCH, That whereas, the above bound
GEORGE	T. FOWLER
naS commenced suit in the Circuit Cou	art of said County by summons and complaint, which have issued
from said Court, to recover of said Amer	rican Home Sewing Machine Mart, et al
	cereof, prayed that Writ of Garnishment issue out of said Court to Corporation, of Fairhope, Alabama
summoning Xit to answer what_i	Lt_isindebted to said Defendant, or what effects of said
DefendantS it ha S	inits possession, or underitscontrol; and
said Plaintiff having made oath as require	d 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 Plaintiffshall	prosecute the Garnishment to effect, and pay the Defendant all
such costs and damages as theyn	nay sustain, by reason of the wrongful or vexations suing out of
his Garnishment, then this obligation to b	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
ow, or may hereafter have, under the Co	nstitution and laws of Alabama, and we hereby severally
ertify that wehave p	property free from all incumbrance, to the full amount of the
bove bond.	(Seal)
	Macles III Blot Rom (Seal)
Approved this21	day of August A. D., 1956
	Caria A- houce of Clerk

	State of A Baldwin Cou	}	Before r	ie, ALICE	. DUCK,	Clerk of Ci	rcuit Court,
and f	or said County, p	ersonally appeared	GEORG	E I. FOW	ER		*****
par nd I	tnership co	doth depose an omposed of F rinkwater, I	rederick	Drinkwa.	ter and	Jeanette	S DIJIIKWS
debted	l to <u>him</u>	in the sum of		\$1,175.00	<u> </u>		Dollars,
d tha	the	ha S. comm	nenced on sui	t by summons	and compl	aint on said	indebtedness
ainst	the said <u>Ameri</u>	can-Home-Sew	ring Mach	ine Mart	, et al		
			: 				•
d tha	the Bank	of Fairhope,	a Corpo	ration,	of Fairh	ope, Ala	bama
					·		
ppose	d to be indebted 1	to the said Defenda	ntS, or to ha	ve effects of t	he said Defe	endant\$_, in_	<u>i_ts</u>
eepee.							
ອລຕອອນ		ts_control, and th	at he b	elieve that pro	ocess of Gar	nishment aga	inst the said
% .; .; .; .; .; .; .; .; .; .; .; .; .;	on, or under1	ts_control, and the				nishment aga	iinst the said
2) 2	on, or underi American		Machine	Mart, et	al		
neces:	on, or underi American : sary to obtain sati	Home Sewing	Machine	Mart, et	al K-of-Fa	irhope	
neces:	on, or underi American sary to obtain sati	Home Sewing	Machine im; and that said cause; a	Mart, et the said Ba	al of Fa	irhope	
neces:	on, or underi American sary to obtain sati	Home Sewing isfaction of said cla ble as Garnishee in	Machine im; and that said cause; a or other impr	Mart, et the said Ba	al of Fa	irhope	
neces: believ vexin	on, or underi American sary to obtain sati	Home Sewing isfaction of said clapt	Machine im; and that said cause; a	Mart, et the said Ba	al Word is not s	irhope	
neces: believ vexin	on, or underi American sary to obtain sati red to be chargeal g or harassing sa	Home Sewing isfaction of said clabele as Garnishee in id Defendants,	Machine dim; and that said cause; a or other improduced of	Mart, et the said Ba nd that this oper protives. Augu	al Word is not s	airhope ued out for	
neces: believ vexin	American Sary to obtain satired to be chargeal ag or harassing sating and subscribed be	Home Sewing isfaction of said clabele as Garnishee in id Defendants,	Machine dim; and that said cause; a corother improduced and of the corother improduced and the corother improved and the co	Mart, et the said Ba nd that this oper potives.	al Word is not s	airhope ued out for	
neces: believ	American Sary to obtain satired to be chargeal ag or harassing satired subscribed be	Home Sewing isfaction of said clabele as Garnishee in id Defendants,	Machine im; and that said cause; a or other impr day of otary Pu	Mart, et the said Ba nd that this oper protives. Augu	al Of Favor is not s st	airhope ued out for	
neces: believ vexin	American Sary to obtain satired to be chargeal ag or harassing sating and subscribed be	Home Sewing isfaction of said clabele as Garnishee in id Defendants,	Machine dim; and that said cause; a or other improduced of otary Purious and the control of the	Mart, et the said Ba nd that this oper protives. Augu	al Word is not s	irhope ued out for 2000 19 56	the purpose

STATE OF ALABAMA

I IN THE CIRCUIT COURT OF
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 JEANMETTE 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 12 day of August, 1956.

CLERK OF COURT

GEORGE T. FOWLER,

Complainant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

.vs.

THE AMERICAN HOME SEWING MACHINE MART, a partnership composed of Frederick Drink-water and Jeanette Drinkwater, and FREDERICK DRINKWATER, Individually, and JEANETIE DRINKWATER, Individually,

Defendants

AT LAW

COUNT ONE

N

Ĭ

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.

County for the Plaintiff

A Corney for the Plaintiff

A Co

BOND

The State of Alabama, Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

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

Bank of Fairhope, a Corporation, of Fairhope, Alabams summoning M. it to answer what it is indebted to said Defendant, or what Defendant S. in its possession, or under its said Plaintiff having made oath as required by law in such cases, said Writ is about to issue 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 such costs and damages as they may sustain, by reason of the wrongful or vexations)artnershi
to be paid to the said American Home Sewing Machine Mart, et al theirs, executors, administrators or assigns, for which payment well and truly to be made, selves, and each of us, our and each of our heirs, executors and administrators jointly, sever by these Presents. Sealed with our seals, and dated this	nd Frederi
to be paid to the said ATRICAN Home Sewing Machine Mart, et al theirs, executors, administrators or assigns, for which payment well and truly to be made, selves, and each of us, our and each of our heirs, executors and administrators jointly, sever by these Presents. Sealed with our seals, and dated this	DOLLARS,
neirs, executors, administrators or assigns, for which payment well and truly to be made, selves, and each of us, our and each of our heirs, executors and administrators jointly, sever by these Presents. Sealed with our seals, and dated this	
selves, and each of us, our and each of our heirs, executors and administrators jointly, sever by these Presents. Sealed with our seals, and dated this	
selves, and each of us, our and each of our heirs, executors and administrators jointly, sever by these Presents. Sealed with our seals, and dated this	
Sealed with our seals, and dated this	· ·
THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the GEORGE T. FOWLER DAS. commenced suit in the Circuit Court of said County by summons and complaint, which come said Court, to recover of said American Home. Sewing Machine Mart., of the sum of	ally and firmly
THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the CEORGE T. FOWLER hascommenced suit in the Circuit Court of said County by summons and complaint, which from said Court, to recover of said American Home_Sewing Machine Mart., of the sum of	10 56
CEORGE T. FOWLER The Second commenced suit in the Circuit Court of said County by summons and complaint, which can said Court, to recover of said American Home Sewing Machine Mart, of the sum of	
the sum of	e above bound
the sum of	
the sum ofon the day of the date hereof, prayed that Writ of Garnishment issue out o Bank of Fairhope, a Corporation, of Fairhope, Alabams summoning kit to answer what _itis indebted to said Defendant, or what Defendantsit has inits possession, or underits said Plaintiff having made oath as required by law in such cases, said Writ is about to issue to court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County. NOW, if the said Plaintiffshall prosecute the Garnishment to effect, and pay the such costs and damages as _they may sustain, by reason of the wrongful or vexatious this Garnishment, then this obligation to be void; otherwise to remain in full force and effect	ch have issued
Bank of Fairhope, a Corporation, of Fairhope, Alabams summoning k it to answer what it is possession or under its said Plaintiff having made oath as required by law in such cases, said Writ is about to issue to costs and damages as they may sustain, by reason of the wrongful or vexatious this Garnishment, then this obligation to be void; otherwise to remain in full force and effect	et al
Bank of Fairhope, a Corporation, of Fairhope, Alabams summoning kit_ to answer what _it_is_ indebted to said Defendant, or what Defendant Sinit_s_ possession. or underits_ said Plaintiff having made oath as required by law in such cases. said Writ is about to issue Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County. NOW, if the said Plaintiffshall prosecute the Garnishment to effect, and pay the such costs and damages as _theymay sustain, by reason of the wrongful or vexatious his Garnishment, then this obligation to be void; otherwise to remain in full force and effect	and the second
Bank of Fairhope, a Corporation, of Fairhope, Alabams summoning kit to answer what _itis indebted to said Defendant, or what Defendant Sinits possession. or underits_ said Plaintiff having made oath as required by law in such cases. said Writ is about to issue Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County. NOW, if the said Plaintiffshall prosecute the Garnishment to effect, and pay the such costs and damages astheymay sustain, by reason of the wrongful or vexations this Garnishment, then this obligation to be void; otherwise to remain in full force and effect	Dollars
Bank of Fairhope, a Corporation, of Fairhope, Alabams summoning M. it to answer what it is indebted to said Defendant, or what Defendant S. it has in its possession or under its said Plaintiff having made oath as required by law in such cases, said Writ is about to issue 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 such costs and damages as they may sustain, by reason of the wrongful or vexations his Garnishment, then this obligation to be void; otherwise to remain in full force and effect	
Defendant S. it has in its possession, or under its said Plaintiff having made oath as required by law in such cases, said Writ is about to issue 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 such costs and damages as they may sustain, by reason of the wrongful or vexations this Garnishment, then this obligation to be void; otherwise to remain in full force and effect	r said Court to
Defendant S in its possession, or under its said Plaintiff having made oath as required by law in such cases, said Writ is about to issue 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 such costs and damages as they may sustain, by reason of the wrongful or vexatious his Garnishment, then this obligation to be void; otherwise to remain in full force and effect	<u> </u>
Said Plaintiff having made oath as required by law in such cases, said Writ is about to issue Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County. NOW, if the said Plaintiffshall prosecute the Garnishment to effect, and pay the such costs and damages astheymay sustain, by reason of the wrongful or vexatious this Garnishment, then this obligation to be void; otherwise to remain in full force and effect	effects of said
NOW, if the said Plaintiffshall prosecute the Garnishment to effect, and pay the such costs and damages as _theymay sustain, by reason of the wrongful or vexatious his Garnishment, then this obligation to be void; otherwise to remain in full force and effect	_control; and
NOW, if the said Plaintiffshall prosecute the Garnishment to effect, and pay the such costs and damages astheymay sustain, by reason of the wrongful or vexatious his Garnishment, then this obligation to be void; otherwise to remain in full force and effect	e out of said
such costs and damages astheymay sustain, by reason of the wrongful or vexatious his Garnishment, then this obligation to be void; otherwise to remain in full force and effect	
such costs and damages astheymay sustain, by reason of the wrongful or vexatious his Garnishment, then this obligation to be void; otherwise to remain in full force and effect	Defendant all
his Garnishment, then this obligation to be void; otherwise to remain in full force and effect	90 00 00
AND WE, and each of us, hereby waive all rights of claim of exemption we, or eithe	and the second second second
iow, or may hereafter have, under the Constitution and laws of Alabama, andWe he	reby severally
ertify that we have property free from all incumbrance, to the full a	mount of the
above bond.	a
Janua Laneva	% /
so s	(Seal)
	(Seal)
the state of the s	(Seal)
Approved this 21 day of August	2/)
Mening A-ADMIN ST	(Seal)

The	State	of	Alabama
	Baldwi	a C	ounty

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

STATE OF ALABAMA	ĭ	IN THE CIRCUIT COURT OF
BALDWIN COUNTY	Ĭ	BALDWIN COUNTY, ALABAMA
	X	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 2 day of August, 1956.

Clerk of Court

Complainant

Vs.

THE AMERICAN HOME SEWING
MACHINE MART, a partnership
composed of Frederick Drinkwater and Jeanette Drinkwater,
and FREDERICK DRINKWATER,
Individually, and JEANETTE
DRINKWATER, Individually,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

COUNT ONE

Defendants

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 8