

STATE OF ALABAMA
COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to Summon Hubert Kinmon to appear and plead, answer or demur within thirty days to the Bill of Complaint filed in the Circuit Court of Baldwin County, ~~Alabama by W. A. Bazine d/b/a Leadway Food Store as Plaintiff and against Hubert Kinmon as Defendant.~~ Alabama by W. A. Bazine d/b/a Leadway Food Store as Plaintiff and against Hubert Kinmon as Defendant.

Witness my hand, this 22 day of Oct 1956.

Clerk

W. A. Bozone d/b/a
Leadway Food Store
Plaintiff

vs

Hubert Kinmon
Defendant

In the Circuit Court of
Baldwin County, Alabama
At Law. No. 3064

1.

The Plaintiff claims of the Defendant One Hundred Twenty-Five and 00/100 Dollars due from him on a Promissory Waive Note drawn by the Defendant to the Baldwin County Bank at Bay Minette, Alabama on to-wit February 24, 1956 in the amount of \$200.00 and due in eight monthly installments of \$25.00 each, which said note was indorsed by the Plaintiff. Plaintiff alleges that the Defendant paid \$75.00 on said note and stopped paying, leaving the amount of \$125.00 due and unpaid, which said amount the Plaintiff had to pay as indorser. Plaintiff alleges that the Defendant has not paid him any of the \$125.00 which said amount is still due and unpaid to the Plaintiff; that Plaintiff received no consideration from indorsing said note and that the Defendant waived all right of exemption in said note.

2.

The Plaintiff claims of the Defendant \$50.00 as a reasonable Attorneys' fee for the collection of a Note drawn by the Defendant on to-wit, February 24, 1956 and due in eight monthly installments to the Baldwin County Bank at Bay Minette, Alabama, and indorsed by the Plaintiff. Plaintiff alleges that the Defendant failed and refused to pay but \$75.00 of said note, leaving the Plaintiff to pay the balance. The Plaintiff alleges that he paid said balance of \$125.00 on said note and that the Defendant has failed to pay him said amount hence this suit. Defendant agreed to pay said reasonable Attorneys fee in said note.

3.

The Plaintiff claims of the Defendant \$72.73 due from him by stated account on to-wit March 10, 1956 which sum of money with the interest thereon is still due and unpaid.

Reuben F. McQuiley
Attorney for the Plaintiff

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Nov. 11 Term, 19 56, of the Circuit Court of Baldwin County,
to-wit: On the 11th. day of Nov., 19 56, being a regular day of
said term, W.A. BOZONE d/b/a LEADWAY MEat FOOD STORE

recovered judgment against HUBERT KINMON

for the sum of SEVEN HUNDRED FORTY SEVEN AND 73/100 Dollars, and cost of suit,
and affidavit having been made by REUBEN F. MCINLEY
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

BAY TOWING AND DREDGING CO., MOBILE, ALABAMA

has or is believed to have in THEIR possession, or under their control money, Mobile, Ala.
or effects belonging to said defendant HUBERT KINMON or that Bay Towing And Dredging is, or
is believed to be indebted to said defendant Hubert Kinmon or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

BAY TOWING AND DREDGING CO, MOBILE, ALABAMA

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the 2/ within 30 days Monday in A. D. 19 ,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making their answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer theirs was indebted to said defendant
Hubert Kinmon and whether they will not be indebted in future to said defendant
Hubert Kinmon by a contract then existing, and whether by a contract then existing they
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether they have not in their possession or under their control money or
effects belonging to the defendant Hubert Kinmon

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

Witness, ALICE J. DUCK, Clerk of said Court, this 10th. day of Dec., A. D., 19 56

Issued 10th. day of Dec. A. D., 19 56

ATTEST:

Alice J. Duck, Clerk.

State of Alabama
BALDWIN COUNTY

TO HUBERT KINMON, Defendant:

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

W.A. BOZONE /db/a LEADWAY FOOD STORE, Plaintiff,

versus HUBERT KINMON, Defendant,

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

BAY TOWING AND DREDGING CO., MOBILE, ALABAMA

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 10th.

day of December, 1946.

Alicia J. Hester
Clerk of the Circuit Court.

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19__

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Nov. 11 Term, 19__56, of the Circuit Court of Baldwin County,
to-wit: On the 11th day of Nov., 19__56, being a regular day of
said term, W. A. BOZONE d/b/a LEADWAY ME FOOD STORE
recovered judgment against HUBERT KINMON

~~(SEVENTY TWO AND 73/100)~~ Two Hundred Forty Seven and 73/100
for the sum of SEVENTY TWO AND 73/100 Dollars, and cost of suit,
and affidavit having been made by REUBEN F. MCINLEY
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

BAY TOWING AND DREDGING CO., MOBILE, ALABAMA

has or is believed to have in THEIR possession, or under their control money
or effects belonging to said defendant HUBERT KINMON or that Bay Towing And Dredging is, or
is believed to be indebted to said defendant Hubert Kinmon or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

BAY TOWING AND DREDGING CO, MOBILE, ALABAMA

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the within 30 days Monday in _____ A. D. 19_______,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making their answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer theix was _____ indebted to said defendant
Hubert Kinmon and whether they will not be indebted in future to said defendant
Hubert Kinmon by a contract then existing, and whether by a contract then existing they
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether they have has not in their possession or under their control money or
effects belonging to the defendant Hubert Kinmon

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

Witness, ALICE J. DUCK, Clerk of said Court, this 10th day of Dec., A. D., 19__56

Issued 10th day of Dec. A. D., 19__56

ATTEST:

Alice J. Duck, Clerk.

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

are held and firmly bound unto _____

in the sum of _____ DOLLARS,
to be paid to the said _____

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 _____, 19____

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

ha_____ commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said _____

the sum of _____ Dollars,
and ha_____ on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

summoning h_____ to answer what _____ indebted to said Defendant, or what effects of said Defendant _____ ha_____ in _____ possession, or under _____ 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 _____ 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 _____ hereby severally certify that _____ have property free from all incumbrance, to the full amount of the above bond.

(Seal)

(Seal)

(Seal)

Approved this _____ day of _____ A. D., 19____

Clerk.

3064 1/2

The State of Alabama }
Baldwin County

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

in and for said County, personally appeared Robert T. McFarley, Attorney

who, being duly sworn, doth depose and say that Hubert Kinnon

is indebted to W. A. Bazore d/b/a Roadway Food Store in the sum of \$ 247.73 Two hundred forty seven and 73/100 Dollars,

and that he has commenced on suit by summons and complaint on said indebtedness against the said Hubert Kinnon and has obtained judgment against him for said amount in Baldwin County Circuit Court on 11/7/56 in Civil Case No. 3064- and that Day Towing and Dredging Co. Mobile, Alabama is

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in its possession, or under control, and that I believe that process of Garnishment against the said

is necessary to obtain satisfaction of said claim; and that the said Day Towing and Dredging Co 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 Defendant, or other improper motives.

Robert T. McFarley, attorney
for W. A. Bazore

Sworn to and subscribed before me this _____ day of _____ 19__

_____, Clerk Circuit Court.

116	No. _____	THE STATE OF ALABAMA Baldwin County.	CIRCUIT COURT	Plaintiff _____	TO	Defendant _____	Bond and Affidavit in Garnishment on Summons	Filed this _____ day of _____, 19__	Clerk.
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Printed by Moore Pig. Co.

State of Alabama

BALDWIN COUNTY

TO HUBERT KIMMON, Defendant.....

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

W.A. BOZONE /db/a LEADWAY FOOD STORE, Plaintiff.....versus HUBERT KIMMON, Defendant.....

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

BAY TOWING AND DREDGING CO, MOBILE, ALABAMA

has..... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 10th.day of December, 1956
Clerk of the Circuit Court.