

GULF ICE AND COLD STORAGE  
COMPANY, a corporation,

Plaintiff,

-vs-

EARL BLACKWELL, doing  
business as Gulf Fish  
Market,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 3873

It having been made to appear to the Court that hereto-  
fore an attachment was issued in behalf of the Plaintiff, on  
the properties of the Defendant, in Baldwin County, Alabama,  
to-wit:- Lots 9 and 10, Block 21, of the City of Foley, and  
a six room house located thereon, and that a garnishment was  
issued against his funds on deposit in the Farmers & Merchants  
Bank of Foley, Alabama, and Motion having been made by the  
Defendant for the dismissal of the attachment and Garnishment,  
and,

The Court Being convinced and satisfied that the said  
Attachment and Garnishment should be dismissed or abated,  
the parties to said cause being represented before the Court  
by their attorneys, it is therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the  
Attachment against the properties of the Defendant, filed  
on the 17th day of June, 1959, covering Lots 9 and 10, Block  
21, of Foley, and the six room house thereon located, be and  
the same is hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court  
that the Garnishment of the funds of the Defendant in the  
Farmers & Merchants Bank of Foley, Alabama, filed on the 17th  
day of June, 1959, be and the same is hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY the Court  
that a copy of this Order of Dismissal be placed of record  
by the Clerk of Court in the office of the Judge of Probate  
of Baldwin County, Alabama, and that a copy be forwarded to  
the Clerk of Court, by Registered or Certified Mail, Postage  
Prepaid, with Return Receipt Requested, to the Farmers &

Merchants Bank of Foley, Alabama.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court  
that the costs of this proceeding be taxed against the  
Plaintiff, for which let execution issue.

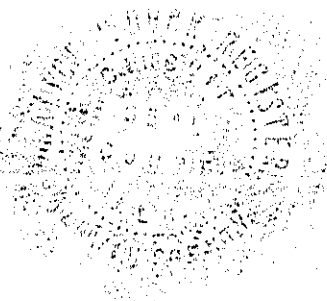
DONE this the 28 day of December, 1959.

Hubert M. Hall

Hubert M. Hall, Judge, Twenty-eighth  
Judicial Circuit

I, Alice J. Duck, Register of the Circuit Court of Baldwin County,  
Alabama, do hereby certify that the foregoing is a correct copy of the  
original decree rendered by the Judge of the Circuit Court in above stat-  
ed cause, which said decree is on file and enrolled in my office.  
WITNESS MY HAND AND SEAL THIS THE 28 day of Dec, 1959

Alice J. Duck  
Register of Circuit Court, in Equity



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GULF ICE AND COLD STORAGE  
COMPANY, a corporation,

PLAINTIFF

VS

EARL BLACKWELL, doing business  
as Gulf Fish Market  
DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

Plaintiff claims of the defendant the sum of Two thousand eight hundred eighty eight (\$2,888.00) dollars, due from him by account for merchandise, goods and chattels sold by the plaintiff to the defendant on the 7th day of May, 1954, which sum of money, with interest thereon is still due and unpaid.

Beebe & Swearingen

By

W. C. Beebe  
Attorneys for plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Earl Blackwell, d/b/a Gulf Fish Market

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in  
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against-----

Earl Blackwell, d/b/a Gulf Fish Market

-----, Defendant.---

by Gulf Ice and Cold Storage Co

-----, Plaintiff.---

Witness my hand this 17th day of June 19 59

Cliff J. Duck, Clerk

No. 3873

Page

The State of Alabama

Baldwin County

CIRCUIT COURT

GULF ICE AND STORAGE COMPANY

Plaintiffs

vs.

EARL BLACKWELL, d/b/a

GULF FISH MARKET

Defendants

Summons and Complaint

Filed 6-17 1959

Alice J. Duck

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

6/17 1959

Sheriff

I have executed this summons

this June, 22 1959

by leaving a copy with

Earl Blackwell

Sheriff claims 22 miles at

Ten Cents per mile Total \$ 2.20

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins Sheriff

Earl L. Duck Deputy Sheriff

Green

ANSWER ADMITTING PARTIAL INDEBTEDNESS

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

RE: GULF ICE AND COLD STORAGE COMPANY,  
A CORPORATION, PLAINTIFF

VS: EARL BLACKWELL, doing business as  
GULF FISH MARKET, DEFENDANT

FARMERS & MERCHANTS BANK, FOLEY,  
ALABAMA, GARNISHEE

And now on this the 23rd day of June, 1959, comes the FARMERS & MERCHANTS BANK, Foley, Alabama, a corporation, by and through ANTHONY SUTE, its ~~assistant~~ cashier who, being duly sworn, deposes and says that he is an officer of FARMERS & MERCHANTS BANK, Foley, Alabama, a corporation, has personal knowledge of the facts herein stated and is authorized to sign this answer to said garnishment and for answer to same says; that at the time of the service of said writ of garnishment, and that at the time of making this answer, said garnishee was indebted to the said defendant EARL BLACKWELL, in the sum of ONE THOUSAND EIGHT HUNDRED TWELVE & 31/100 DOLLARS (\$1,812.31), that it will not be indebted in future to said defendant by contract then or now existing; that it will not be liable to said defendant 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 garnishee has not in its possession or under its control money or effects belonging to defendant, other than as aforesaid.

Having fully answered said garnishment the said garnishee prays to be hence dismissed, with his reasonable cost for making this answer.

FARMERS & MERCHANTS BANK,  
FOLEY, ALABAMA  
BY:

  
Anthony Sute, ~~Assistant~~ cashier

Sworn to and subscribed before  
me, a Notary Public, in and for  
Baldwin County, Alabama, this  
the 23rd day of June, 1959

  
Forest A. Christian

Filed 6-24-59

State of Alabama

BALDWIN COUNTY

TO Earl Blackwell, d/b/a Gulf Fish Market, Defendant.....:

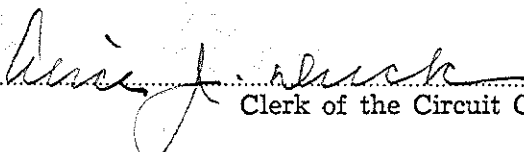
YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of.....

Gulf Ice & Storage Company, Plaintiff.....,versus Earl Blackwell, d/b/a Gulf Fish Market, Defendant.....,

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

Farmers and Merchants Bank of Foley, Alabama

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 17thday of June, 1959  
Clerk of the Circuit Court.

3873

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

GULF ICE & STORAGE COMPANY.....

Plaintiff.....

VS.

EARL BLACKWELL, d/b/a.....

GULF FISH MARKET.....

Defendant.....

Given 17 day of June 1958  
on 22 day of June 1958  
served a copy of the within Notice  
Earl Blackwell

service on  
By Taylor Wilkins Sheriff  
Alex

Sheriff claims 22 miles at  
Ten Cents per mile Total \$ 2.20  
TAYLOR WILKINS, Sheriff  
BY DEPUTY SHERIFF



STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT AT BAY MINETTE, ALABAMA.

KNOW ALL MEN BY THESE PRESENTS, that we, Gulf Ice & Cold Storage Company, a corporation, as principal, and The Fidelity and Casualty Company of New York, as surety, doing business as Gulf Fish Market are held and firmly bound unto Earl Blackwell/in the sum of Five thousand seven hundred seventy six (\$5,776.00) dollars, to doing business as Gulf Fish Market be paid to the said Earl Blackwell/his 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, successors, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 15th day of June, 1959.

The Condition of this obligation is subh:

That whereas, the above bounden Gulf Ice & Cold Storage Company, a corporation, has on the day of the date hereof, prayed an Attachment at the suit of Gulf Ice & Cold Storage Company doing business as Gulf Fish Market against the estate of above named Earl Blackwell/for the sum of Two thousand three hundred eighty eight (\$2,388.00) dollars, and hath obtain the same, returnable to the Circuit Court of Baldwin County:

Now if the said Gulf Ice & Cold Storage Company, should prosecute said attachment to effect, and pay the said defendant all such damages as he may sustain by the wrongful or vexatious suing out said attachment, then the above obligation to be void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemptions we or either of us have or may hereafter have, under the constitution and laws of the State of Alabama.

Signed, sealed and delivered the date above written.

Gulf Ice & Cold Storage Company, a corporation,

by Hugh Morrow President  
Principal

The Fidelity and Casualty Company of New York

Approved, this 17 day

of June, 1959

Desmond J. Hensley  
Clerk

E. P. Bell  
Surety

STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT OF BALDWIN COUNTY

Before me, Madelaine S. Bryan

in and for said County, personally appeared Hugh Morrow, who, being duly sworn, on oath saith that he is President of Gulf Ice and Cold Storage Company, a corporation, that Earl Blackwell/doing business as Gulf Fish Market is justly indebted to the Gulf Ice & Cold Storage Company, a corporation in the sum of Two thousand three hundred eighty eight (\$2,388.00) dollars, which said amount is justly due after allowing all just offsets and discounts, and that the said Earl Blackwell/doing business as Gulf Fish Market is indebted to the Gulf Ice & Cold Storage Company, a corporation, in the sum of \$2,388.00 for merchandise, goods and chattels sold by the Gulf Ice and Cold Storage Company to Earl Blackwell, on the 7th day of May, 1954, which sum of money with interest thereon is still due and unpaid, that demand has been made therefor and the said Earl Blackwell has failed and refused to pay the same, and that this attachment is not sued out for the purpose of vexing or harassing the defendant, or other improper motive.

Hugh Morrow

Subscribed and sworn to before me this 15th day of

June, 1959.

Madelaine S. Bryan  
Notary Public, State of  
Ala.

FILED

JUN 17 1959

ALL INK REPRODUCED

BOND

CIRCUIT COURT

The State of Alabama,

Baldwin County

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Gulf Ice & Cold Storage Company, a corporation, principal

and The Fidelity and Casualty Company of New York, surety,

are held and firmly bound unto Earl Blackwell, doing business as Gulf Fish

Market,

in the sum of Five thousand Seven Hundred Seventy Six and no/100 DOLLARS,

to be paid to the said Earl Blackwell, doing business as Gulf Fish Market

his

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind our-  
selves, 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 15th day of June, 1959

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

Gulf Ice & Cold Storage Company, a corporation,

has-- commenced suit in the Circuit Court of said County by summons and complaint, which have issued  
from said Court, to recover of said Earl Blackwell, doing business as Gulf Fish

Market

the sum of Two thousand three hundred eighty eight and no/100 Dollars,

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

The Farmers and Merchants Bank of Foley, Alabama

summoning him-- to answer what it is-- indebted to said Defendant, or what effects of said

Defendant-- 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 he-- 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 we-- have properly free from all incumbrance, to the full amount of the

Gulf Ice & Cold Storage Company, a corp.

above bond.

(Seal) Hugh Monmouth

(Seal) The Fidelity and Casualty Company of New York

(Seal) B. F. Boer

Approved this 17 day of June, 1959

Clerk. Anne J. Hunter

The State of Alabama  
Baldwin County

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

in and for said County, personally appeared Hugh Morrow, Jr.,

who, being duly sworn, doth depose and say that he is president of the Gulf

Ice & Cold Storage Company, a corporation, and that Earl Blackwell

doing business as Gulf Fish Market, is

indebted to it in the sum of \$2,388.00 Dollars,

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

against the said Earl Blackwell, doing business as Gulf Fish Market

and that The Farmers and Merchants Bank of Foley, Alabama, is

supposed to be indebted to the said Defendant, in its

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

Farmers and Merchants Bank of Foley, Alabama

is necessary to obtain satisfaction of said claim; and that the said Farmers and Merchants Bank

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.

Sworn to and subscribed before me this 15th day of June 1959

*Hugh Morrow*  
\_\_\_\_\_  
Clerk Circuit Court.

116

No. 3873

THE STATE OF ALABAMA  
Baldwin County.

CIRCUIT COURT

Plaintiff

TO

Defendant

Bond and Affidavit in Garnishment  
on Summons

Filed this day of

JUNE 17 1959

ALICE J. DUCK, Clerk  
Clerk Circuit Court.

GULF ICE AND COLD STORAGE  
COMPANY, a corporation,

Plaintiff,

-vs-

EARL BLACKWELL, doing business  
as Gulf Fish Market,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

PLEA

Comes the Defendant in the above styled cause and appears solely and specially for the purpose of filing this Plea, and for no other purpose, and says:-

That on the 7th day of May, 1954, a Contract and Agreement was made and entered into by and between the Plaintiff and the Defendant herein, for the purchase of merchandise, goods and chattles referred to in the Bill of Complaint, which said Contract and Agreement provided for liquidation of assets and payment of any sums due and unpaid, a copy of which said Contract and Agreement is attached hereto, marked Exhibit "A", and specifically made a part hereof.

The Defendant therefore shows that the Plaintiff cannot maintain this action but must proceed in accordance with the terms of the Contract and Agreement in the event a default in payment has been made, or the Contract breached.

Defendant therefore prays that this action be abated or barred.

  
Attorney for Defendant

STATE OF ALABAMA

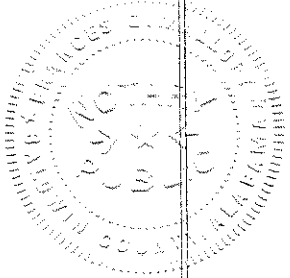
BALDWIN COUNTY

Before me, FRANCES G. MALLORY, a Notary Public in and for said County in said State, personally appeared EARL BLACKWELL, who is known to me, and who, after being by me first duly and legally sworn, deposes and says that the matters and facts set forth in the foregoing Plea are true and correct.

- 2 -

Sworn to and subscribed before me, on this the 23<sup>rd</sup> day of  
June, 1959.

Francis L. Mallory



- 2 -

EXHIBIT "A"

AGREEMENT between the GULF ICE & COLD STORAGE COMPANY (hereinafter called the "Lessor") and EARL BLACKWELL, (hereinafter called the "Lessee").

R E C I T A L S

WHEREAS, the Lessor now operates a business in part of a building owned by Hugh Morrow, Jr., which Lessor calls "the market", and

WHEREAS, the Lessor is willing to cancel its lease on said premises and allow Lessee to lease the same, and

WHEREAS, Lessor is willing to enter into an agreement with Lessee regarding inventory and fixtures owned by it in the market as of January 1, 1954, and

WHEREAS, Lessee is willing to enter into such an agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of \$10.00 paid from one to the other receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That the value of inventory is agreed upon as of January 1, 1954, as \$4,082.84.
2. That the value of fixtures is agreed upon as of January 1, 1954, as \$1,405.16.
3. That Lessee is to pay to Lessor each month, beginning with January, 1954, the sum of \$100.00 until the total of (1) and (2) above has been paid.
4. That Lessee shall do the following:
  - a. Shall see that Lessor shall at all times have a continuing first and prior lien on all inventory and fixtures so long as this agreement is in effect.
  - b. Shall have not less than \$3,000 in inventory (based on cost) on hand at all times.
  - c. Shall furnish to Lessor each month a list of inventory, detailed purchases and sales, list of bills paid and an affidavit that the Lessor has a first lien on all such inventory and fixtures.
  - d. To pay promptly when due all licenses due the State, County or Town of Foley, any ad valorem taxes on inventory and fixtures, and fire and theft insurance on same.
5. That this agreement shall terminate upon the happening of any of the following:
  - a. Failure of Lessee to make the monthly payments stipulated herein.
  - b. Failure of Lessee to carry inventory in the amount required.
  - c. Failure of Lessee to meet requirements of (c) and (d) of (4) above.
  - d. Physical disability of Lessee.
  - e. Notification in writing of the Lessor to the Lessee that, in the opinion of Lessor, the Lessee is not properly conducting the operation of the business. Such notification shall be final.
  - f. The payment of all sums due hereunder.

6. Upon termination of this agreement under (a), (b), (c), (d), (e) in (5) above, the Lessor shall liquidate with reasonable dispatch and business judgment the inventory and fixtures. The Lessor shall retain all sums due and unpaid under (1), (2), and (3) hereof. Any balance shall be forthwith paid to Lessee.
7. Both the Lessor and Lessee understand the terms and intent hereof.

IN WITNESS WHEREOF, the parties hereto affix their signatures this 7 day of May, 1954.

GULF ICE AND COLD STORAGE COMPANY, LESSOR

BY s/ Hugh Morrow. Jr.  
President

s/ Earl Blackwell, LESSEE

ATTEST: s/ Dorothy Thomas Morrow  
Assistant Treasurer

\_\_\_\_\_, WITNESS

\_\_\_\_\_, WITNESS

*Filed 6-22-59*



3873

PLEA

GULF ICE AND COLD STORAGE COMPANY,  
a corporation,

Plaintiff,

-VS-

EARL BLACKWELL, doing business  
as Gulf Fish Market,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

(( ))(( ))(( ))(( ))(( ))(( ))

FILED

JUN 25 1950

ALICE J. DUCK, CLERK  
REGISTER

CECIL G. CHASON  
ATTORNEY AT LAW  
FOLEY, ALABAMA

GULF ICE AND COLD STORAGE  
COMPANY,

Plaintiff,

-vs-

EARL BLACKWELL, doing  
business as Gulf Fish  
Market,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 3837

MOTION TO DISMISS GARNISHMENT AND ATTACHMENT

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA:

Comes Earl Blackwell, the Defendant in the above styled  
cause, and shows unto this Honorable Court the following:

1. That on, heretofore, to-wit, June 17, 1959, Gulf Ice  
and Cold Storage Company, a corporation, filed as Plaintiff a  
suit at Law against the Defendant, claiming of the said Defendant  
the sum of Two Thousand Eight Hundred and Eighty-eight Dollars  
(\$2,888.00), for merchandise, good and chattels, sold by the  
Plaintiff to the Defendant, on the 7th day of May, 1954.

2. That on, to-wit, the 17th day of June, 1959, the  
Plaintiff sued out an attachment against the estate of the  
Defendant, Earl Blackwell, which resulted in a levy on the 29th  
day of June, 1959, on the following described real estate in  
Baldwin County, Alabama, which is the home of the Defendant,  
to-wit: Lots 9 and 10, Block 21, of Foley, and a six room house  
located thereon. Notice of this levy was also given to the Hon.  
W. R. Stuart, Judge of Probate of Baldwin County, Alabama, and  
is on record in the office of the said Judge of Probate.

3. On, to-wit, the 17th day of June, 1959, a garnishment  
proceeding, which was dated June 15, 1959, was filed in the above  
styled cause, with the Clerk of the Circuit Court of Baldwin  
County, Alabama, the affidavit of which alleged that the Farmers  
& Merchants Bank of Foley, Alabama, was indebted to the Defendant,  
and which garnishment was issued on the said Farmers & Merchants  
Bank of Foley, Alabama, as garnishee, and on the 23rd day of June,  
1959, Answer admitting partial indebtedness was filed by the said

garnishee.

4. Defendant further shows that a Plea in Abatement in the above styled cause, was filed by him denying the Plaintiff's authority to maintain this action, which said Plea was sustained by this Honorable Court on the 15th day of December, 1959,

5. Defendant further shows unto the Court that the affidavit in garnishment stated in part as follows: " . . . . that process of garnishment against the said Farmers & Merchants Bank of Foley, Alabama, is necessary to obtain satisfaction of said claim; and that the said Farmers & Merchants Bank is believed to be chargeable as garnishee in said cause; and that this Writ is not sued out for the purpose of vexing or harrassing said Defendant, or other improper motives." Defendant shows that the allegations as to the necessity of the garnishment to obtain satisfaction of any claim which might be due by him to the Plaintiff, are untrue, and that the allegations that the garnishment was not sued out for the purpose of vexing or harrassing the defendant, or other improper motives, is untrue.

6. Defendant further shows unto the Court that the Affidavit in attachment, executed by Hugh Morrow, Jr., as President of Gulf Ice and Cold Storage Company, a corporation, the Plaintiff, in the above styled cause, which was executed on the 15th day of June, 1959, filed in the office of the Clerk of Court on the 17th day of June, 1959, alleges no Statutory grounds of attachment, and Defendant further shows that no Statutory grounds of attachment actually existed.

The Defendant therefore moves that the Court, upon consideration of the matters and facts hereinabove set out, will dismiss the Attachment and Garnishment sued out against him, and that this Honorable Court will give notice of the dismissal of said Attachment to the Hon. W. R. Stuart, Judge of Probate of Baldwin County, Alabama, for recordation in the office of said Judge of Probate, and that notice of the dismissal of the Garnishment be given to the Farmers & Merchants Bank of Foley, Alabama, the garnishee in the above styled cause.

  
Attorney for Defendant

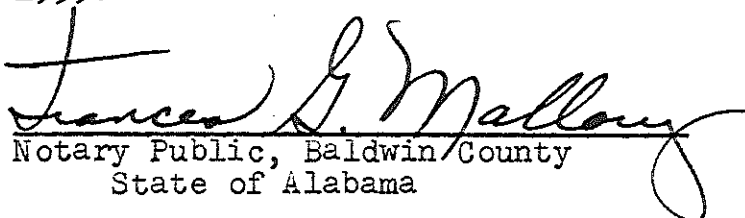
STATE OF ALABAMA

BALDWIN COUNTY

Before me, Frances G. Mallory, a Notary Public in and for said County in said State, personally appeared Earl Blackwell, who, after being by me first duly and legally sworn, deposes and says, that the matters and facts set out in the foregoing motion are true, to the best of his knowledge, information and belief.



Sworn to and subscribed before me,  
on this the 21<sup>st</sup> day of December,  
1959.

  
Notary Public, Baldwin County  
State of Alabama

FILED

DEC 22 1959

ALICE J. DUCK, Clerk

# Notice of Levy on Real Estate

Hugh Morrow Jr.

Plaintiff,

vs.

Earl Blackwell d/b/a  
Gulf Fish Market

Defendant

Baldwin County Circuit Court

To W. R. Stuart

Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz :

Lots 9 & 10 Blk 21. Foley

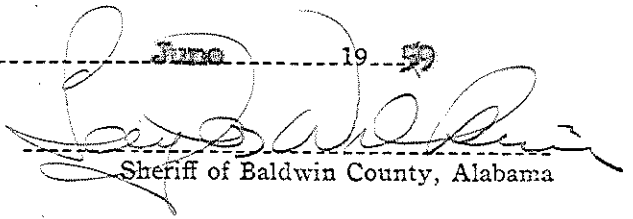
6 a.f. Sec.

The above described Real Estate being in Baldwin County, Alabama.

Given under my hand this 29th day of

June

19 59

  
Sheriff of Baldwin County, Alabama

Received 29 day of June 1959  
and on 1 day of July 1959  
served a copy of the within Notice  
on Earl Blackwell

y service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Arthur L. Lister

Forney

Sheriff claims 22 miles at

Ten Cents per mile Total \$ 2.20

TAYLOR WILKINS, Sheriff

BY [Signature]  
DEPUTY SHERIFF

# Notice of Levy on Real Estate

Gulf Ice & Storage Co. Plaintiff,

vs.

Earl Blackwell d/b/a Defendant  
Gulf Fish Market

Baldwin County Circuit Court

To W. R. Stuart Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz :

Lots 9 & 10 Blk 21, Foley

6 r. f. hse.

STATE OF ALABAMA, BALDWIN COUNTY  
Filed 6-29-59 3 P.M.  
Recorded 5  
Dispend  
Judge of Probate  
55  
6

The above described Real Estate being in Baldwin County, Alabama.

Given under my hand this 29th day of June 19 59

*[Signature]*  
Sheriff of Baldwin County, Alabama

3873

47 Gulf Ice Storage Co  
vs  
Erie Blackwell  
dba Gulf Fish Market

Li's pend 5-58

R-50  
Taylor Wilkins



ATTACHMENT

THE STATE OF ALABAMA,  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Gulf Ice & Cold Storage Company, a corporation,

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that  
Earl Blackwell, doing business as Gulf Fish Market

is justly indebted to the Plaintiff Gulf Ice & Cold Storage Company, a corporation,

in the sum of Two thousand three hundred eighty eight and no/100 Dollars, and  
Gulf Ice & Cold Storage Company, a corp. having made affidavit and given bond

as required by law, in such cases, you are hereby commanded to attach so much of the estate of  
Earl Blackwell, doing business as Gulf Fish Market

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on Monday of 1959

next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 17 day of June A. D., 1959

Alice J. Duck Clerk.

No. 7873

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# ATTACHMENT

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Vs. { ATTACHMENT

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Issued 6-17, 1959

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Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Gulf Ice and Cold Storage Company, a corporation,  
has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court  
of said County, against Earl Blackwell, doing business as Gulf Fish Market

for the sum of \$2,388.00 Dollars and whereas, the said

Gulf Ice and Cold Storage Company, a corporation.

has entered into bond, and made affidavit by law that the said ~~Earl Blackwell~~, doing business as Gulf Fish Market

is indebted to it in the sum of \$2,388.00

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 Farmers and Merchants Bank of Foley, Alabama

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Farmers and Merchants  
Bank of Foley, Alabama,

\_\_\_\_\_ to be and appear at the \_\_\_\_\_ next \_\_\_\_\_ term of the Circuit Court, to be holden for the County of Baldwin, ~~on~~ within thirty days from service hereof, <sup>19</sup> 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 17 day of June, 1959

Allice J. Hunt Clerk.

Ex 6-22-2-9

No. 3873

Circuit Court of Baldwin County

Gulf Ice & Storage Co

vs.

Garnishment On Summons

Earl Blackwell  
d/b/a Gulf Fish Market

Issued 17 day of June, 1959

Plaintiff's Attorney

ceived 17 day of June 1959  
d on 22 day of June 1959  
erved a copy of the within Garnishment  
Summons & Merchants  
Bank of Gulf  
service on Earl Schultz V.P.

TAYLOR WILKINS, Sheriff  
By Earl Schultz

Sheriff claims 722 miles at  
Ten Cents per mile Total \$ 72.20  
TAYLOR WILKINS, Sheriff  
BY DEPUTY SHERIFF

THE STATE OF ALABAMA, {  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Gulf Ice & Cold Storage Company, a corporation,

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that  
Earl Blackwell, doing business as Gulf Fish Market

is justly indebted to the Plaintiff — Gulf Ice & Cold Storage Company, a corporation,

in the sum of Two thousand three hundred eighty eight and no/100 Dollars, and  
Gulf Ice & Cold Storage Company, a corp. having made affidavit and given bond  
as required by law, in such cases, you are hereby commanded to attach so much of the estate of  
Earl Blackwell, doing business as Gulf Fish Market

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, ~~on~~ within thirty days from the service hereof.  
~~on~~ \_\_\_\_\_ Monday of \_\_\_\_\_ 19 \_\_\_\_\_

next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 17 day of June A. D., 19 59

Alice J. Duck Clerk.

No. 3823

## ATTACHMENT

Subject Storage &

Vs. { ATTACHMENT

Earl Blackwell

d/b/a Gulf Fresh Market

Issued 6-17, 1959

Moore Printing Co.

Received 17 day of June 1959  
and on day of 19  
served a copy of the within Attachment  
on Carl Blackwell  
by service on

TAYLOR WILKINS, Sheriff

By D. S.

Executed 7/1/59  
By attaching the  
property of Earl  
Blackwell serving  
a copy of Notice  
of Levy on said  
property of which  
is hereto attached  
describing said  
property.

Taylor Wilkins  
Sheriff

GULF ICE AND COLD STORAGE  
COMPANY, a corporation,

Plaintiff,

-vs-

EARL BLACKWELL, doing  
business as Gulf Fish  
Market,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 3873

It having been made to appear to the Court that heretofore an attachment was issued in behalf of the Plaintiff, on the properties of the Defendant, in Baldwin County, Alabama, to-wit:- Lots 9 and 10, Block 21, of the City of Foley, and a six room house located thereon, and that a garnishment was issued against his funds on deposit in the Farmers & Merchants Bank of Foley, Alabama, and Motion having been made by the Defendant for the dismissal of the attachment and Garnishment, and,

The Court Being convinced and satisfied that the said Attachment and Garnishment should be dismissed or abated, the parties to said cause being represented before the Court by their attorneys, it is therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the Attachment against the properties of the Defendant, filed on the 17th day of June, 1959, covering Lots 9 and 10, Block 21, of Foley, and the six room house thereon located, be and the same is hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Garnishment of the funds of the Defendant in the Farmers & Merchants Bank of Foley, Alabama, filed on the 17th day of June, 1959, be and the same is hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY the Court that a copy of this Order of Dismissal be placed of record by the Clerk of Court in the office of the Judge of Probate of Baldwin County, Alabama, and that a copy be forwarded to the Clerk of Court, by Registered or Certified Mail, Postage Prepaid, with Return Receipt Requested, to the Farmers &

Merchants Bank of Foley, Alabama.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court  
that the costs of this proceeding be taxed against the  
Plaintiff, for which let execution issue.

DONE this the 28 day of December, 1959.

FILED  
DEC 28 1959  
ALICE J. DUCK, CLERK  
REGISTER

Hubert M. Hall  
Hubert M. Hall, Judge, Twenty-eighth  
Judicial Circuit