

M. DYSON AND R. C. DYSON,  
Partners Doing Business as  
DYSON & COMPANY,

PLAINTIFF

vs

ROSE WORCESTER,

DEFENDANT

BALDWIN COUNTY BUILDING &  
LOAN ASSOCIATION,

GARNISHEE

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

ANSWER OF GARNISHEE

Comes now Baldwin County Building & Loan Association, by O. K. Cummings, its President and General Manager and for answer to the writ of garnishment heretofore served upon it in the above entitled cause, and says:

That it is not and was not at the time of the service of the garnishment in the foregoing stated cause or at the time of making this answer, indebted to the Defendant Rose Worcester in any sum whatsoever and that it will not be indebted in the future to the said Defendant by a contract existing now or at the time of the service of the said garnishment and that it has not in its possession nor under its control real or personal property or things in action belonging to the said Rose Worcester, except as hereinafter stated.

This garnishee Defendant further avers that on the 22nd day of April, 1931 it was the owner of certain real estate in Baldwin County, Alabama and on or about said date entered into a contract with the said Rose Worcester by the terms of which it agreed to sell said real estate and the buildings thereon to the said Rose Worcester. That there were two separate policies of fire insurance upon the improvements on said real estate one of which was issued by the Hartford Fire Insurance Company and the other of which was issued by the County Fire Insurance Company and that said policies of insurance were issued to the said Baldwin County Building & Loan Association with loss, if any, payable to the said Baldwin County Building & Loan Association and the said Rose Worcester as their interests

may appear.

That thereafter a loss occurred under said policies and one of the buildings upon said real estate was destroyed by fire and an adjustment of the amount of said loss was made by said insurance companies and it was agreed by them that the sum of TWENTY-FOUR HUNDRED & 00/100 (\$2400.00) DOLLARS would be paid in full settlement of said loss.

That prior to the payment of said sum by said insurance companies a writ of garnishment was issued out of this court to said Hartford Fire Insurance Company and said County Fire Insurance Company in the suit of Ruby Worcester vs J. T. Worcester requiring said insurance companies to answer in this court as to whether or not they or either of them were indebted to the said J. T. Worcester; that each of said insurance companies has filed its answer in this court denying any liability to the said J. T. Worcester but demand for oral answer has been made upon said companies and the matter has never been passed <sup>upon</sup> ~~or~~ adjudicated by this court and the money due under said insurance policies has not been paid either to this garnishee or to anyone else.

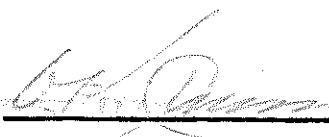
That when payment is made by said insurance companies this garnishee will be entitled to receive therefrom the sum of FIFTEEN HUNDRED NINETY & 06/100 (\$1590.06) DOLLARS and will have no interest in the balance of the money to be paid by said insurance companies but this garnishee does not know whether the balance of said insurance money will ever come into its hands or not.

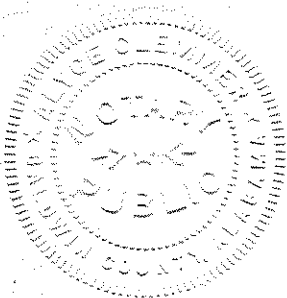
This garnishee further avers that it has been put to an expense of TEN & 00/100 (\$10.00) DOLLARS in making this answer and prays that it may have judgment against the Plaintiff for said amount and that upon its answer it may be discharged from further proceedings in this action.

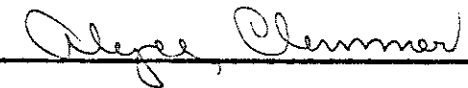
STATE OF ALABAMA     )  
                              (  
BALDWIN COUNTY.     )

  
O. K. Cummings, being first duly sworn on his oath deposes and

says that he is President and General Manager of Baldwin County Building & Loan Association, a corporation, and is the duly authorized agent of said corporation to make this answer and that he has knowledge of the facts stated therein and that the same are true.

  
Subscribed in my presence and sworn to before me this 19<sup>th</sup>  
day of April, 1932.



  
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M. DYSON AND R. C. DYSON,  
Partners doing business as  
DYSON & COMPANY,

Plaintiff,

VS.

ROSE WORCHESTER,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. \_\_\_\_\_.

WRIT OF GARNISHMENT.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

Whereas on the 13th day of April, 1932, M. Dyson and R. C. Dyson, partners doing business as Dyson & Company, filed a complaint in the Circuit Court of Baldwin County, Alabama, claiming of Rose Worchester the sum of \$832.15 on which a summons has issued and M. Dyson, a member of the Plaintiff firm having made affidavit that the Baldwin County Building and Loan Association, a Corporation, is supposed to be indebted to or have in its possession or under its control, goods, effects or things in action belonging to said Defendant and that he believes process of garnishment against the Baldwin County Building and Loan Association is necessary to obtain satisfaction of said claim.

You are therefore hereby commanded to summon the Baldwin County Building and Loan Association, a Corporation to be and appear before the Circuit Court of Baldwin County, Alabama, at the Court House thereof within thirty days as required by law, then and there to answer on oath whether it was indebted to the above named Defendant at the time of the service of the garnishment in the foregoing stated cause or at the time of making its

answer hereto and in what sum or sums; and whether it will not be indebted in the future to the said Defendant by a contract then existing or at the time of the service of this summons; and whether it has not in its possession or under its control real or personal property or things in action belonging to the said Rose Worchester, Defendant.

Herein fail not and have you then and there this writ.

Issued this 13th day of April, 1932, as witnessed my hand as Clerk of the said Court.

A handwritten signature in dark ink, appearing to read "D. M. Peterson", written over a horizontal line.

Clerk of the Circuit Court.


STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Rose Worchester to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of M. Dyson and R. C. Dyson, Partners doing business as Dyson & Company.

Witness my hand this the 13th day of April, 1932.

  
Clerk of the Circuit Court, Baldwin County, Alabama.

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M. DYSON AND R. C. DYSON,  
Partners doing business as  
DYSON & COMPANY,

Plaintiff,

VS.

ROSE WORCHESTER,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. NO. \_\_\_\_\_.

1. The Plaintiff claims of the Defendant the sum of \$832.15 due from the Defendant by account on to-wit, the 1st day of March, 1932, which sum of money together with the interest thereon is still due and unpaid.

2. The Plaintiff claims of the Defendant \$832.15 due from the Defendant for merchandise, goods and chattels sold

by the Plaintiff to the Defendant on to-wit, the 1st day of March, 1932, which sum of money together with the interest thereon is still due and unpaid.

3. The Plaintiff claims of the Defendant \$832.15 due from the Defendant for work and labor done for the Defendant by the Plaintiff on to-wit, the 1st day of March, 1932, at the Defendant's request, which sum of money with the interest thereon is still due and unpaid.

4. The Plaintiff claims of the Defendant \$832.15 due from the Defendant on account stated between the Plaintiff and the Defendant on to-wit, the 1st day of March, 1932, which sum of money together with the interest thereon is still due and unpaid.

  
Attorney for Plaintiff.

## BOND

THE STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT.

KNOW ALL MEN BY THESE PRESENTS:

That we, M. Dyson and R. C. Dyson, Partners doing business as  
Dyson & Company, and  
are held and firmly bound unto ROSE Worchester

in the sum of Sixteen Hundred Seventy-five and No/100---- DOLLARS,  
to be paid to the said ROSE Worchester

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 9th day of April, 1932.

The Condition of the Above Obligation is Such, That whereas, the above bound  
Partnership

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

the sum of Eight Hundred Thirty-two and 15/100---- Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of  
said Court to Baldwin County Building and Loan Association

summoning it 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 re-  
quired 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 we

hereby severally certify that we have property free from all incumbrance,  
to the full amount of the above bond.

M. Dyson (Seal)  
R. C. Dyson (Seal)  
(Seal)

Approved this 13th day of April, A. D., 1932  
J. M. Williams, Clerk.



THE STATE OF ALABAMA,  
Baldwin County.

Before me, .....

in and for said County, personally appeared M. Dyson

who, being duly sworn, doth depose S. and say S. that he is a member of the firm of  
M. Dyson and R. C. Dyson, Partners doing business as Dyson & Company  
and that ROSE Worchester is  
indebted to the said firm

in the sum of Eight Hundred Thirty-two and 15/100----- DOLLARS  
and that it has commenced a suit by summons and complaint on said in-  
debtedness against the said ROSE Worchester

and that The Baldwin County Building and Loan Association, a Corporation

supposed to be indebted to the said Defendant ROSE Worchester  
or to have effects of the said Defendant ROSE Worchester  
in its possession, or under its control, and that he believes that pro-  
cess of Garnishment against the said Baldwin County Building and Loan Association  
is necessary to obtain satisfaction of said claim: and that the said Baldwin County Building  
and Loan Association 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.....

ROSE Worchester

or other improper motives.

Sworn to and subscribed before me this 9th day of April, 1932.

Core L B Cox  
Notary Public, State of Alabama, Baldwin County  
My Commission expires April 1 1936

*Recorded*  
NO. 416

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

M. Dyson and R. C. Dyson, Part-  
ners doing business as Dyson &  
Company,

PLANTIFF,

TO

ROSE Worchester

DEFENDANT.

Bond and Affidavit in Garnishment on Summons

Filed This Apr 17 Day of April, 1932

CLERK