

STATE OF ALABAMA
BALDWIN COUNTY

4509

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Loxley Tractor Company, Inc., a corporation, 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 the same, then and there to answer the complaint of Pauline Griffin.

WITNESS my hand this 6th day of December, 1960.

Alice J. Duck
Clerk

PAULINE GRIFFIN,
Plaintiff

VS

LOXLEY TRACTOR COMPANY, INC.,
a Corporation

Defendant

XXXXXXXXXXXX

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

1.

The Plaintiff claims of the Defendant \$10,000.00, due by Promisory Note, made by them on the 2nd day of March, 1954, and payable twelve (12) months from date with interest thereon.

WILTERS & BRANTLEY

FILED
DEC 6 1960

ALICE J. DUCK, Clerk

BY: Frank Wilters

✓
4509

PAULINE GRIFFIN,
Plaintiff

VS

LOXLEY TRACTOR COMPANY, INC.,
a Corporation,
Defendant

SUMMONS & COMPLAINT

Received 6 day of Dec 1960
d on 15 day of Dec 1960
I served a copy of the within 89 C
on Loxley Tractor Co.
Ray Childress
y service on _____

TAYLOR WILKINS, Sheriff
By Edlidge Steadham D.S.

Robertdale, Ala

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY ED
DEPUTY SHERIFF

FILED
DEC 6 1960
ALICE J. DUCK, Clerk

forth in the foregoing order of the Circuit Court of Baldwin County,
Alabama.

Done this the _____ day of December, 1961.

CHASON & STONE

By: _____
Attorneys for the Plaintiff

Kenneth Cooper, Attorney for the
Garnishee

THE STATE OF ALABAMA
Baldwin County - Circuit Court

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

Whereas, at a Term of the Circuit Court of Baldwin County, held on the 28th
day of February ~~Monday~~, 1962, in a cer-
tain cause in said Court wherein PAULINE GRIFFIN was
Plaintiff, and RUBE CHILDRESS was Garnishee,
~~Defendant~~, a judgement was rendered against said
Garnishee, Rube Childress
to reverse which he, the said Rube Childress
applied for and obtained from this office an APPEAL, returnable to the
Term of our Supreme Court of the State of Alabama, to be held at Montgomery, on
the day of , 1962 next, and the necessary bond
having been given by the said Rube Childress
with Ernie Kendrick, sureties,

Now, You Are Hereby Commanded, without delay, to cite the said Pauline Griffin
or Hon Norborne Stone
her, attorney, to appear at the Term of our
said Supreme Court, to defend against the said Appeal, if he think proper.

Witness, ALICE J. DUCK, Clerk of the Circuit Court of said County, this 23
day of May, A. D., 1962.

Attest:

Alice J. Duck, Clerk.

W. 450 9 1/2

CIRCUIT COURT
Baldwin County, Alabama

Received 23 day of May 1962
and on 24 day of May 1962
I served a copy of the within Citation
on Hon Norborne Stone

Pauline Griffin

By service on _____

TAYLOR WILKINS, Sheriff

By Darnell D. S.

0 miles

Vs. } Citation in Appeal

Loyley Tractor Co

Issued _____ day of _____, 1962

PAULINE GRIFFIN,
Plaintiff,
Vs.
LOXLEY TRACTOR COMPANY,
A Corporation,
Defendant, and
RUBE CHILDRESS,
Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Case No. 4509½

APPEAL BY GARNISHEE

Comes now the Garnishee, Rube Childress, and appeals to the Supreme Court of the State of Alabama, from the final judgment rendered in this cause in and by the Circuit Court of Baldwin County, Alabama, Law Side, on, to-wit, the 28th day of February, 1962, and in which cause Defendants' Motion for New Trial was overruled by the trial court on, to-wit, May 4, 1962.

Kenneth Cooper
Attorney for Garnishee

SECURITY FOR COSTS:

I, the undersigned, do hereby acknowledge myself as security for the costs of the appeal taken by the Garnishee in this cause.

Kenneth Cooper
Attorney for Garnishee

Taken and approved on this the
23 day of May, 1962.

Grace L. Smith
Clerk of Circuit Court

PAULINE GRIFFIN,
Plaintiff,
Vs

LOXLEY TRACTOR COMPANY,
A Corporation,
Defendant,
RUBE CHILDRESS,
GARNISHEE.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Case No. 4509½

SUPERSEDEAS BOND

KNOW ALL MEN BY THESE PRESENTS: That I, Rube Childress as principal, and Ermis Kendrick

, as surety, are held and firmly bound unto Pauline Griffin in the sum of EIGHTEEN THOUSAND EIGHT HUNDRED AND EIGHTY (\$18,880.00) DOLLARS for the payment of which, well and truly made, we bind ourselves, and each of us, our heirs, executors and administrators, jointly, severally and firmly by these presents, and as part of this undertaking we hereby waive all our rights under the Constitution and Laws of the State of Alabama, to have any of our property, real or personal, exempt from levy and sale in satisfaction hereof.

Sealed with our seals, and dated this 22 day of May, 1962.

WHEREAS, at the December, 1961, Term of the Twenty-eighth Judicial Circuit of Alabama, of and for the County of Baldwin, on, to-wit, the 28th day of February, 1962, the said Pauline Griffin, Plaintiff, recovered a judgment in said Court against Rube Childress, the Garnishee, for the sum of NINE THOUSAND FOUR HUNDRED AND FORTY (\$9,440.00) DOLLARS indebtedness; and

WHEREAS, on this day the said Rube Childress, as Garnishee, has made application for an appeal from said judgment to the next term of the Supreme Court of Alabama, to be holden of and for said State, to reverse^{se} said judgment, and also for a supersedeans of the execution of said judgment, which has been granted on entering into this bond,

NOW, THEREFORE, the condition of the foregoing obligations is

Con't, Superseadeas Bond,

GRIFFIN vs. Loxley Tract Co. et al

such, that if Rube Childress shall prosecute the said appeal to effect, and satisfy such judgment as the Supreme Court may render in this case, then the said obligation to be null and void, otherwise to remain in full force and effect.

x Rube Childress (L.S.)

x Emmie Kendrick (L.S.)

APPROVED:

Bliss J. Luck
Clerk, Circuit Court

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Julia Brock, a Notary Public, in and for said County in said State, personally appeared Norborne C. Stone, Jr. who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Norborne C. Stone, Jr. and he is one of the attorneys for Pauline Griffin, the owner and holder of that certain judgment rendered in the Circuit Court of Baldwin County, Alabama on the 16th day of January, 1961 in that certain cause wherein the said Pauline Griffin was the Plaintiff and Loxley Tractor Company, Inc., a corporation, was the Defendant. That the amount due under said judgment is \$14,750.00 plus interest from January 16, 1961 together with the further or additional sum of \$31.50, the cost in said cause. That he believes that process of garnishment is necessary to obtain satisfaction of said judgment and that the following persons, firms or corporations are believed to be chargeable as garnishees:

John Deere Company of St. Louis, a Missouri Corporation;

Barnhill Brothers, Loxley, Alabama;

Harry C. Bill, Loxley, Alabama;

George Bolar, Belforest, Alabama;

A. V. Campbell, Sr., Robertsdale, Alabama;

Paul Childress, Jr., Loxley, Alabama;

Rex Childress, Loxley, Alabama;

Sam Childress, Robertsdale, Alabama;

Larry DeVine, Ray DeVine and Leon DeVine, doing business as DeVine Brothers, Loxley, Alabama;

Larry DeVine, Loxley, Alabama;

Ray DeVine, Loxley, Alabama;

Joe Dvorak, Belforest, Alabama;

W. D. Hobbs, Robertsdale, Alabama;

Wayne Huggins, Loxley, Alabama;

M. A. Lovell, Jr. and Raymond L. Lovell, doing business as Lovell Brothers, Loxley, Alabama;

Alphonse Nims, Loxley, Alabama;

BALL AND BALL

ATTORNEYS AND COUNSELLORS

FRED S. BALL
(1886-1942)
FRED S. BALL, JR.
CHARLES A. BALL
RICHARD A. BALL
JOHN R. MATTHEWS, JR.

FIRST NATIONAL BANK BUILDING
MONTGOMERY, ALA.

TELEPHONE AM 4-4586

February 9, 1961

Clerk Circuit Court
Baldwin County
Bay Minette, Alabama

Dear Sir:

Re: Pauline Griffin vs. Loxley
Tractor Company

Enclosed is answer of John Deere Company of
St. Louis to the garnishment writ dated February 2, 1961,
for filing.

An extra copy of this letter is enclosed with
a stamped return envelope, and I would appreciate it
if you would use this to receipt me for this answer in
order that I may know that it reached you.

Yours very truly,

FB:KBD

Enc.



cc - Mr. Northorne C. Stone, Jr.
Attorney
Bay Minette, Alabama

Elmer Phillips, Loxley, Alabama;

L. T. Rhodes, Jr., Bay Minette, Alabama;

R. J. Robertson, Bay Minette, Alabama;

Gordon Sirmon; Belforest, Alabama;

M. O. Sirmon, Robertsdale, Alabama;

James Wilsey, Loxley, Alabama;

W. J. Gaston, Robertsdale, Alabama;

Harold Lachner, Robertsdale, Alabama;

N. R. Thompson, Loxley, Alabama.

Norborne C. Stone, Jr.

Sworn to and subscribed before me on
this the _____ day of February, 1961.

Notary Public, Baldwin County, Alabama.

John Deere Company of St. Louis, a
Missouri Corporation, may be served
by service on Fred S. Ball, Jr. or
Richard A. Ball, 717 First National
Bank Building, Montgomery, Alabama.

FILED
FEB 2 1961
ALICE I. DUCK, CLERK
REGISTER

BALL AND BALL

ATTORNEYS AND COUNSELLORS

FRED S. BALL
(1886-1942)
FRED S. BALL, JR.
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a stamped return envelope, and I would appreciate it
if you would use this to receipt me for this answer in
order that I may know that it reached you.

Yours very truly,

FB:KBD

Enc.



cc - Mr. Northorne C. Stone, Jr.
Attorney
Bay Minette, Alabama

Form 226
DUE

James H. Childers
Sec. Treas.
Loxley Tractor Company, Inc.

THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY, OR GUARANTOR, EACH FOR HIMSELF, SEVERALLY AGREES: (A) TO PAY THIS NOTE; (B) TO PAY INTEREST THEREON AT THE RATE OF EIGHT PER CENTUM PER ANNUM, UNLESS OTHERWISE EXPRESSLY STIPULATED HEREIN; AND THAT SUCH INTEREST MAY BE COLLECTED BY THE PAYEE OR OWNER OF THE NOTE DISCOUNTING THE SAME, OR, IF THE NOTE SHOWS ON ITS FACE THAT IT BEARS INTEREST AT THE RATE OF EIGHT PER CENTUM PER ANNUM UNTIL PAID, EACH OF SAID PARTIES WAIVES, AS TO THIS DEBT, ALL RIGHT OF EXEMPTION UNDER THE CONSTITUTION AND LAWS OF ALABAMA, OR ANY OTHER STATE, WHETHER THE SAME BE COLLECTED OR SECURED BY SUIT OR OTHERWISE, AND THE MAKER, ENDORSER, SURETY, OR GUARANTOR OF THIS NOTE SEVERALLY WAIVES DEMAND, PRESENTMENT, NOTICE OF PROTEST, SUIT, AND ALL OTHER REQUIREMENTS NECESSARY TO HOLD THEM.

FOR VALUE RECEIVED, PAYABLE AT
THE MERCHANTS NATIONAL BANK OF MOBILE, ALA.
with interest at 6%

Ten thousand dollars & no/100

DOLLARS

THE ORDER OF Pauline Griffin \$ 10000.00

Twelve months AFTER DATE, WITHOUT GRACE WE PROMISE TO PAY TO

MOBILE, ALA. March 2 19 54

PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY, INC.,
A Corporation,

Defendant.

RUBE CHILDRESS,

Garnishee.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. # 4509½

D E C R E E:

On January 16, 1961, the Plaintiff, Pauline Griffin, recovered a judgment against Loxley Tractor Company, Inc., a Corporation, in the Circuit Court of Baldwin County, Alabama, for the sum of FOURTEEN THOUSAND SEVEN HUNDRED FIFTY (\$14,750.00) DOLLARS, and costs.

On August 8, 1961, an affidavit was filed in the cause and a writ of garnishment issued by the Clerk of this Court, directed to the Garnishee, Rube Childress, which was served upon him and notice of the issuance of said writ was also given to the defendant, Loxley Tractor Company, Inc., a Corporation.

The Garnishee, Rube Childress, filed an answer, which was amended, in which he denied any indebtedness to the Loxley Tractor Company, Inc., a Corporation. This answer was contested by the Plaintiff and thereafter an issue was made up between the parties under the direction of the Court.

This proceeding involves matter not between members of the Corporation, but between a stranger and a member of the Corporation.

The Plaintiff contends that the Garnishee, Rube Childress, was, at the time of the issuance of the writ of Garnishment, indebted to the Loxley Tractor Company, Inc., a

Corporation, under and by virtue of a subscription to the capital stock of the Loxley Tractor Company. The Garnishee denied this.

Title 7, Section 1006 of the Code of Alabama, of 1940 provides: "Any creditor of a Corporation may, by garnishment, subject the unpaid subscription of any stock holder in such corporation to the payment of its debts without regard to whether the corporation can maintain suit against the stock holder for such subscription or not".

It was, therefore, the duty and the responsibility of the Court to determine whether or not the Garnishee, Rube Childress, was, at the time of the service of Garnishment, indebted to the Loxley Tractor Company, Inc., a Corporation, and if so, in what amount.

The Court has carefully studied the evidence as offered by the witness, Booker, the Garnishee, Rube Childress and the witness, Rex Childress.

There was much juggling of stock among the stock holders; however, the Plaintiff was not a party to this activity and, therefore, not bound thereby.

The Court finds as follows:

Subscription to stock by Rube Childress \$45,000.00.

The evidence discloses that the Garnishee paid to The Loxley Tractor Company, Inc. at one time \$21,700.00 and at another time he was given a credit of \$13,860, making a total amount paid in onsaid stock of \$35,560.00. This computation shows a balance of indebtedness by the Garnishee, Rube Childress to the Loxley Tractor Company, Inc. of \$9,440.00, subject to the garnishment of the Plaintiff.

There is much evidence in the record as to a credit of some \$6,197.30; however, the Court has construed this to be an indebtedness due by the Garnishee, Childress, on his open account to the Loxley Tractor Company and covered by various checks not definitely identified. It is, therefore

ORDERED, ADJUDGED AND DECREED that the Plaintiff, Pauline Griffin, have and recover of the Garnishee, Rube Childress, the sum of NINE THOUSAND, FOUR HUNDRED FORTY AND 00/100 (\$9,440.00) DOLLARS, together with the costs herein expended.

Dated at Bay Minette, Alabama, this 28th day of February, 1962.

Robert M. Hall

Judge, 28th Judicial Circuit of
Alabama.

Div. No. _____

CERTIFICATE OF APPEAL. (Civil Cases,)

No. 4509½

Baldwin County, Circuit Court.

PAULINE GRIFFIN

Plaintiff.

vs.

LOXLEY TRACTOR COMPANY, A CORPORATION,

Defendant.

RUBE CHILDRESS,

Garnishee.

I, Alice J. Duck Clerk of Circuit Court,

of Baldwin County, Alabama, hereby certify that in the

cause of Pauline Griffin plaintiff,

vs.

Loxley Tractor Company, a Corp.

defendant,

and RUBY CHILDRESS, Garnishee,

which was tried and determined in this Court on the 28th day of

February 1962, in which there was a judgment for Nine Thousand, Four

Hundred Forty and no/100 - - Dollars, in favor of the plaintiff, (or judgment

for defendant,) the Garnishee- Rube Childress on the 23rd day of

May 19 62, took an appeal to the Supreme Court

of Alabama to be holden of and for said State.

I further certify that Rube Childress

filed security for cost of appeal, to the Supreme Court, on

the 23rd day of May 19 62, and that Kenneth Cooper , Rube,

Childress, and Ernis Kendrick,, ,

are sureties on the appeal bond.

I further certify that notice of the said appeal was on the _____

day of May 19 62, served on Chason & Stone

as attorney of record for said appellee, and that the amount sued for

was on Judgment of \$14,750.00 Dollars. (Or certain lands)

(Or personal property.)

Witness my hand and the seal of this Court, this the 23rd

day of May 19 62.

Alice J. Duck
Clerk of the Circuit Court of

Baldwin County, Alabama.

Notary Public, Baldwin County, Ala.
MY COMMISSION EXPIRES JULY 15, 1964

Sworn to and subscribed before me on this the 17th day of March, 1961.

M. O. Simon, Garnishee

answer.

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

said.

trial money or effects belonging to the defendant, other than as afore- property, and garnishee has not in his possession or under his con- by the delivery of personal property, or which is payable in personal personal property or for the payment of money which may be discharged that he will not be liable to said defendant for the delivery of in the future to said defendant by contract then or now existing; corporation, in the amount of \$209.00; that he will not be indebted was indebted to the said defendant, Loxley Tractor Company, Inc., a garnishment, and that at the time of making this answer, said garnishee the above cause says; that at the time of the service of said writ of Simon and for answer to the garnishment heretofore served on him in Now on this the _____ day of March, 1961, comes M. O.

ANSWER OF GARNISHEE

PAULINE GRIFIN, Plaintiff,
vs.
LOXLEY TRACTOR COMPANY, INC., a Corporation, Defendant,
AND
M. O. SIMON, Garnishee.

X
X
X
X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
NO. 45097

BY COMMISSIONER OF THE GENERAL LAND OFFICE

RECEIVED BY THE GENERAL LAND OFFICE

THIS IS THE 11th day of March 1881.

Having to the said day received notice from the

H. O. SIMMONS, of the

General

lands to be purchased by the said H. O. Simmons, and the said lands being situated in the County of ...

and the said lands being situated in the County of ... and the said lands being situated in the County of ...

and the said lands being situated in the County of ... and the said lands being situated in the County of ...

Now on the 11th day of March 1881, comes H. O.

VISITANT OF THE GENERAL LAND OFFICE

General

H. O. SIMMONS

and

General

INC. of the General Land Office
FOURTH DIVISION COMMISSIONER

and

General

General

X

X

X

X

X

X

X

X

X

X

13th day

10th day

General

General

THE STATE OF ALABAMA---JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

October Term, 19.62-63

To the Clerk of the Circuit Court of
Baldwin County, Greeting:

Whereas, the Record and Proceedings of the Circuit Court
of said county, in a certain cause lately pending in said Court between
Rube Childress, Appellant,
and
Pauline Griffin, et al., Appellee S,
wherein by said Court it was considered adversely to said appellant, were brought before our
Supreme Court, by appeal taken, pursuant to law, on behalf of said appellant:

Now, it is hereby certified, That it was thereupon considered, ordered, and adjudged by our Su-
preme Court on the 28th day of February, 19.63 that said Judgment
of said Circuit Court be reversed and annulled, and the cause remanded to said court
for further proceedings therein; and that it was further considered, ordered, and adjudged that the
appellee, ~~pay~~

Pauline Griffin, pay

the costs accruing on said appeal in this Court and in the Court below, for which costs let execution
issue.

Witness, J. Render Thomas, Clerk of the Supreme
Court of Alabama, at the Judicial Department
Building, this the 28th day of

February, 19.63

J. Render Thomas
Clerk of the Supreme Court of Alabama.

THE SUPREME COURT OF ALABAMA

October Term, 1962-63

1st Div., No. 68

Rube Childress
Appellant,

vs.

Pauline Griffin, et al.,
Appellee. s

From Baldwin Circuit Court.

No. 4509 1/2
CERTIFICATE OF
REVERSAL

The State of Alabama, } Filed
Baldwin County.

this 1 day of March 1963

Devin J. Smith
clerk

THE SUPREME COURT OF ALABAMA

October Term, 1962-63

1st Div., No. 68

Rube Childress

Appellant,

vs.

Pauline Griffin, et al.,

Appellee. s

From Baldwin Circuit Court.

No. 4509 1/2

CERTIFICATE OF
REVERSAL

The State of Alabama,

Baldwin County, } Filed

this 1 day of March 1963

Deirdre J. Smith

clerk

FEB 28 1963

THE STATE OF ALABAMA - - - - - JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

OCTOBER TERM, 1962-63

1 Div. 68

Rube Childress

v.

Pauline Griffin, et al.

Appeal from Baldwin Circuit Court

SIMPSON, JUSTICE.

Appeal from a garnishment proceeding instituted by appellee in the Baldwin County Circuit Court. Appellee had, prior to this suit, recovered a judgment against Loxley Tractor Corporation and by this garnishment proceeding sought

2.

to collect that judgment. The necessary affidavit was filed and writ of garnishment directed and served upon Rube Childress, appellant. Notice was given to the Loxley Tractor Corporation. Appellant filed an answer denying any indebtedness to the corporation. This answer was contested and thereafter issue was made up between the parties under direction of the trial court.

Right of appellee to the writ of garnishment was based on § 1006, Tit. 7, Code of Ala. 1940, which provides:

"Any creditor of a corporation, may, by garnishment, subject the unpaid subscription of any stockholder in such corporation to the payment of its debts, without regard to whether the corporation can maintain suit against the stockholder for such subscription or not."

The lower court found that the appellant was indebted to Loxley Tractor Corporation for unpaid subscriptions in the amount of \$9,440.00, and this was subject to garnishment.

The question presented to our Court is whether under the evidence the trial court was justified in the finding that a subscription contract existed between appellant and Loxley Corporation; and if so, was there a balance due the corporation which could be subjected to garnishment by a

3.

judgment creditor of the corporation?

After a careful review of the evidence in the case, we do not think the learned trial court was justified in finding a subscription contract existed between appellant and Loxley Corporation, or that there was a balance due the corporation on a subscription contract from appellant.

L. M. Booker, appellee's witness, testified that he had been the owner of 599 of the 600 outstanding shares in the Loxley Corporation. He testified that all the stock had been paid for. This is a most significant fact. The stock had been issued to him and fully paid for to the corporation. Ordinarily, a subscriber agrees to take and pay for shares of the capital stock upon the foundation of a corporation. An agreement to take stock after the corporation is organized and is a going concern amounts to an outright purchase of stock. - 13 Am. Jur., Corporations, § 221. This is the general understanding of these terms. We are fully aware that the "form" an agreement takes is not controlling on the legal aspects, but here there was no agreement concerning the corporation. Booker entered into an agreement with appellant for the sale of 300 shares which belonged to Booker for the price of \$45,000.00. The agreement was reduced to writing. Loxley Tractor Corporation was not a party to the

agreement, either directly or indirectly. Although Booker testified that the partial payment by appellant was used in the operation of the business, this was not recited in the agreement, nor was there any evidence from which it could have been inferred to have been a part of the agreement of the parties. What Booker did with the funds was not in any way restricted by the written agreement or by any oral understanding. Insofar as the corporate entity was concerned the agreement between appellant and Booker was a personal transaction solely between the two parties for a private sale of stock already issued and owned by Booker. It being elementary that a subscription contract for stocks must concern the corporation, the agreement before the court amounts to no more than a mere sale of stock. It fails to meet even the most basic elements of a subscription contract. Assuming arguendo that a valid subscription contract existed between the corporation and Booker, and assuming that appellant was in privity with Booker, the fact still remains that there was no unpaid balance due the corporation on any contract subject to garnishment by creditors. Booker, as heretofore mentioned, testified that the 599 shares he had owned and the 300 he sold to appellant had been paid for, the subscription price having been met. Therefore, under

the rule applied in Trotter Bros. v. Blount, 162 Ala. 289, 50 So. 130, which is directly in point, there being no unpaid balance due the corporation on the subscription contract, a purchaser from the original subscriber can not be held liable in garnishment unless the original subscriber had not paid the corporation for the stock; and it is immaterial what amount the purchaser paid the original subscriber for the stock. Section 1006, supra, of course contemplates a balance due on a subscription contract before garnishment will lie.

From the foregoing, we think it manifest that the judgment of the lower court must be reversed.

REVERSED AND REMANDED.

LIVINGSTON, C.J., MERRILL and HARWOOD, J.J., concur.

THE STATE OF ALABAMA---JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

1st Div., No. 68,

Rube Childress

, Appellant

vs.

Pauline Griffin, et al.

, Appellee,

Baldwin

Circuit Court.

From

The State of Alabama,
City and County of Montgomery, }

I, J. Render Thomas, Clerk of the Supreme Court of Alabama, do hereby certify that the foregoing pages, numbered from one to five inclusive, contain a full, true and correct copy of the opinion of said Supreme Court in the above stated cause, as the same appears and remains of record and on file in this office.

Witness, J. Render Thomas, Clerk of the
Supreme Court of Alabama,

this FEB 28 1963

J. Render Thomas
Clerk of the Supreme Court of Alabama

THE STATE OF ALABAMA--JUDICIAL DEPARTMENT
THE SUPREME COURT OF ALABAMA

1st Div., No. 68

Appellant, Rube Childress

vs.

Pauline Griffin, et al., Appellee,

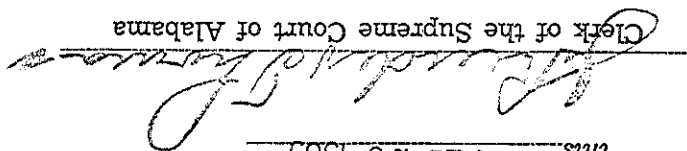
From Baldwin Circuit Court.

The State of Alabama,
City and County of Montgomery,

I, J. Render Thomas, Clerk of the Supreme Court of Alabama, do hereby certify that the foregoing pages, numbered from one to five inclusive, contain a full, true and correct copy of the opinion of said Supreme Court in the above stated cause, as the same appears and remains of record and on file in this office.

Witness, J. Render Thomas, Clerk of the
Supreme Court of Alabama,

this FEB 28 1963


Clerk of the Supreme Court of Alabama

THE SUPREME COURT OF ALABAMA

October Term, 1962-63

1st Div., No. 68

Rube Childress

Appellant,

vs.

Pauline Griffin, et al

Appellee.

From Baldwin Circuit Court.

COPY OF OPINION

PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY, INC.,
A Corporation,
Defendant.

RUBE CHILDRESS,
Garnishee.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. # 4509½

DESCRIPTION:

On January 16, 1961, the Plaintiff, Pauline Griffin, recovered a judgment against Loxley Tractor Company, Inc., a Corporation, in the Circuit Court of Baldwin County, Alabama, for the sum of FOURTEEN THOUSAND SEVEN HUNDRED FIFTY (\$14,750.00) DOLLARS, and costs.

On August 8, 1961, an affidavit was filed in the cause and a writ of garnishment issued by the Clerk of this Court, directed to the Garnishee, Rube Childress, which was served upon him and notice of the issuance of said writ was also given to the defendant, Loxley Tractor Company, Inc., a Corporation.

The Garnishee, Rube Childress, filed an answer, which was amended, in which he denied any indebtedness to the Loxley Tractor Company, Inc., a Corporation. This answer was contested by the Plaintiff and thereafter an issue was made up between the parties under the direction of the Court.

This proceeding involves matter not between members of the Corporation, but between a stranger and a member of the Corporation.

The Plaintiff contends that the Garnishee, Rube Childress, was, at the time of the issuance of the writ of Garnishment, indebted to the Loxley Tractor Company, Inc., a

Corporation, under and by virtue of a subscription to the capital stock of the Loxley Tractor Company. The Garnishee denied this.

Title 7, Section 1006 of the Code of Alabama, of 1940 provides: "Any creditor of a Corporation may, by garnishment, subject the unpaid subscription of any stock holder in such corporation to the payment of its debts without regard to whether the corporation can maintain suit against the stock holder for such subscription or not".

It was, therefore, the duty and the responsibility of the Court to determine whether or not the Garnishee, Rube Childress, was, at the time of the service of Garnishment, indebted to the Loxley Tractor Company, Inc., a Corporation, and if so, in what amount.

The Court has carefully studied the evidence as offered by the witness, Booker, the Garnishee, Rube Childress and the witness, Rex Childress.

There was much juggling of stock among the stock holders; however, the Plaintiff was not a party to this activity and, therefore, not bound thereby.

The Court finds as follows:

Subscription to stock by Rube Childress \$45,000.00

The evidence discloses that the Garnishee paid to The Loxley Tractor Company, Inc. at one time \$21,700.00 and at another time he was given a credit of \$13,860, making a total amount paid in onsaid stock of \$35,560.00. This computation shows a balance of indebtedness by the Garnishee, Rube Childress to the Loxley Tractor Company, Inc. of \$9,440.00, subject to the garnishment of the Plaintiff.

There is much evidence in the record as to a credit of some \$6,197.30; however, the Court has construed this to be an indebtedness due by the Garnishee, Childress, on his open account to the Loxley Tractor Company and covered by various checks not definitely identified. It is, therefore

ORDERED, ADJUDGED AND DECREED that the Plaintiff, Pauline Griffin, have and recover of the Garnishee, Rube Childress, the sum of NINE THOUSAND, FOUR HUNDRED FORTY AND 00/100 (\$9,440.00) DOLLARS, together with the costs herein expended.

Dated at Bay Minette, Alabama, this 28th day of February, 1962.

Refer in case

Judge, 28th Judicial Circuit of Alabama.

FILED

MAR 2 1962

ALICE J. DUCK, CLERK
REGISTER

PAULINE GRIFFIN,
Plaintiff,
Vs.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

LOXLEY TRACTOR COMPANY,
INC., a Corporation,
Defendant,
And
RUBE CHILDRESS,
Garnishee.

No. 4509½

AMENDED ANSWER OF GARNISHEE

Comes now Rube Childress, Garnishee in the above styled cause, and amends his ANSWER OF GARNISHEE, heretofore filed in this cause on September 5, 1961, by substituting the following in lieu of his said ANSWER OF GARNISHEE:

Personally appeared before me, the undersigned authority, in and for said County and State, Rube Childress, who is personally known to me, and who being by me first duly sworn, on oath says that he is not now indebted to Loxley Tractor Company, Inc., a corporation, in any sum whatsoever, and was not indebted to it at the time of the service of this garnishment, nor at any time intervening between the time of the services of the garnishment and the making of this answer, and that he will not be indebted in the future to the said Defendant by any contract then and now existing and that he will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that he does not have in his possession or control any money or effects belonging to the Defendant. Furthermore, the Garnishee owns no stock of any kind or nature in said Defendant Corporation, nor is he legally obligated to purchase or pay for any stock in said Defendant Corporation, and any and all stocks and obligations previously owned by the Garnishee in said Defendant Corporation was sold prior to the commencement of this cause of action.

And having fully answered said garnishment, the said Garnishee prays to be hence dismissed, with his reasonable attorney fee and costs for making this answer.

Rube Childress

Sworn to and subscribed before me on this 4th day of October, 1961.

Kenneth Cooper
Notary Public, State at Large
State of Alabama

If issue is made up in this cause the Garnishee, Rube Childress, demands a trial by jury.

Kenneth Cooper
Attorney For Garnishee.

Attorney of Record for Plaintiff:
Hon Norborne C. Stone
Attorney at Law
Bay Minette, Alabama

FILED

OCT 5 1961

ALICE J. DUCK, CLERK
REGISTER

PAULINE GRIFFIN,
Plaintiff,

Vs

LOXLEY TRACTOR COMPANY,
INC., a Corporation,
Defendant,

AND

RUBE CHILDRESS,
Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Case No. 4509½

MOTION TO STRIKE

Comes now the Garnishee in above styled cause, Rube Childress, and files this his motion to strike the CONTEST OF ANSWER BY PLAINTIFF heretofore filed in this cause, and assigns as grounds therefor the following:

1. That the Contest of Answer by the Plaintiff, fails to allege in what respects the answer of the Garnishee is untrue;
2. That the Contest of Answer by the attorney for the Plaintiff, Pauline Griffin, does not allege in what respect the answer of the Garnishee is untrue;
3. That no issue has been made up, under the direction of this Honorable Court, as required by law.



Attorney for Garnishee

PAULINE GRIFFIN,	X	
Plaintiff,	X	
vs.	X	
	X	IN THE CIRCUIT COURT OF
LOXLEY TRACTOR COMPANY,	X	
INC., a corporation,	X	BALDWIN COUNTY, ALABAMA
Defendant	X	
and	X	AT LAW
RUBE CHILDRESS,	X	
Garnishee	X	

This day came the parties by their attorneys and the Plaintiff having controverted the answer of the Garnishee, Rube Childress, in accordance with the statutes in such cases made and provided and it appearing to the Court that an issue must be made up under the direction of the Court with respect to whether or not the Garnishee is indebted to the Defendant in any amount or in any wise; and it appearing to the Court that the Plaintiff contends that the Garnishee is indebted to the Defendant under and by virtue of an unpaid subscription by the Garnishee, a stockholder in the Defendant corporation, to purchase capital stock in such corporation and that the Garnishee contends that there is no unpaid subscription due from him as a stockholder in said corporation to said corporation which would be the subject of a Writ of Garnishment; and the Court having considered all of the above does hereby ORDER and DIRECT that the issue between the Plaintiff and the Garnishee is as follows:

Whether the answer of the Garnishee heretofore filed in this cause is untrue in that he is indebted to the Defendant under and by virtue of an unpaid subscription by the Garnishee to capital stock of the Defendant corporation.

Done this the 13 day of December, 1961.


Circuit Judge

Comes now the Plaintiff, by her attorneys, and also comes now the Garnishee by his attorney, and do hereby stipulate and agree that the issue between them is, in all respects, as set

PAULINE GRIFFIN,) (
Plaintiff,) (
versus		IN THE CIRCUIT COURT OF
) (
LOXLEY TRACTOR COMPANY, INC.,) (
a corporation,) (
Defendant.		BALDWIN COUNTY, ALABAMA
and) (
JOHN DEERE COMPANY OF ST. LOUIS,) (
A Missouri Corporation, et al.,		AT LAW NO. 4509½
Garnishees.) (

CERTIFICATE OF CLERK

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that I have this date, in full compliance with the requirements of the decree or order rendered in the above styled cause on August 2, 1961, mailed a copy of said order to each of the Garnishees named therein.

WITNESS my hand as Clerk of the Circuit Court of Baldwin County, Alabama on this the 14th day of August, 1961.


 Clerk

PAULINE GRIFFIN,
Plaintiff,

Vs

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant,

AND

RUBE CHILDRESS,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

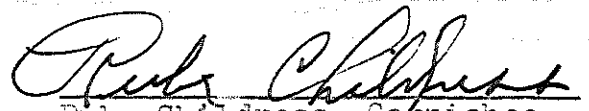
AT LAW

NO. 4509½

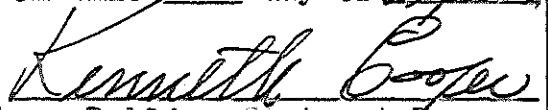
ANSWER OF GARNISHEE

Personally appeared before me, the undersigned authority in and for said county and State, Rube Childress, who is personally known to me, and who being by me first duly sworn, on oath says that he is not now indebted to Loxley Tractor Company, Inc., a corporation, in any sum whatsoever, and was not indebted to him at the time of the service of this garnishment, nor at any time intervening between the time of the service of the garnishment and the making of this answer, and that he will not be indebted in the future to the said Defendant by any contract then and now existing and that he will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that he does not have in his possession or control any money or effects belonging to the Defendant;

And having fully answered said garnishment, the said garnishee prays to be hence dismissed, with his reasonable attorney fee and costs for making this answer.


Rube Childress, Garnishee

Sworn to and subscribed before me on this 1st day of September 1961.


Notary Public, State at Large
State of Alabama

FILED

SEP 5 1961

ALICE J. DUCK, CLERK
REGISTER

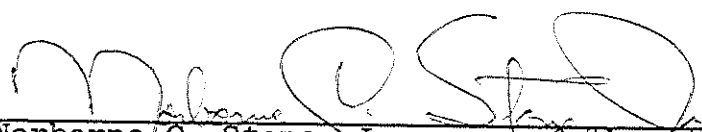
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66 PAGE 36

PAULINE GRIFFIN,	X		
Plaintiff,	X	IN THE CIRCUIT COURT OF	
vs.	X		
	X	BALDWIN COUNTY, ALABAMA	
LOXLEY TRACTOR COMPANY,	X		
INC., A Corporation,	X	AT LAW	NO. 4509½
Defendant.	X		

CONTEST OF ANSWER BY PLAINTIFF

I, Norborne C. Stone, Jr., one of the attorneys for Pauline Griffin, the Plaintiff in the above styled cause, do hereby controvert the answer of Rube Childress heretofore filed in this cause, and I do hereby state that I am informed and believe that said answer is untrue.


 Norborne C. Stone, Jr., one of the Attorneys
 for Pauline Griffin

Sworn to and subscribed before me on this
 the 19 day of September, 1961.


 Notary Public, Baldwin County, Alabama

FILED

SEP 19 1961

ALICE J. DUCK, CLERK
 REGISTER

PAULINE GRIFFIN,

Plaintiff,

vs.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 4509 $\frac{1}{2}$

* * * * *

CONTEST OF ANSWER BY PLAINTIFF

* * * * *

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

PAULINE GRIFFIN,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
LOXLEY TRACTOR COMPANY,	X	
INC., A Corporation,	Ø	
Defendant.	X	


NOTICE OF GARNISHMENT

TO: LOXLEY TRACTOR COMPANY, INC.

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of Pauline Griffin, Plaintiff, versus Loxley Tractor Company, Inc., Defendant, now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

Rube Childress, Loxley, Alabama
has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 8 day of August, 1961.


Clerk of the Circuit Court

4509 1/2

PAULINE GRIFFIN,
Plaintiff,

VS.

LOXLEY TRACTOR COMPANY, INC.,
A Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NOTICE TO DEFENDANT OF GARNISH-
MENT.

FILED

AUG 8 1961

ALICE J. DUCK, CLERK
REGISTER

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

Tex

Sheriff claims 40 miles at 40
Ten Cents per mile Total \$4.00
TAYLOR WILKINS, Sheriff
BY Edleigh Steadsham
DEPUTY SHERIFF

Received \$ day of Aug 19 61
and on 11 day of Aug 19 61
I served a copy of the within
on Loxley Tractor Co.
By service on Bert Childress

TAYLOR WILKINS, Sheriff
By Edleigh Steadsham
Loxley, Ala.

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

August 8, TERM, 1961

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular January Term, 1961, of the Circuit Court of Baldwin County,
to-wit: On the 16th day of January, 1961, being a regular day of
said term, PAULINE GRIFFIN

recovered judgment against LOXLEY TRACTOR COMPANY, INC.,

for the sum of Fourteen Thousand Seven Hundred Fifty (\$14,750.00) Dollars, and cost of suit,
and affidavit having been made by Norborne C. Stone, Jr.,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

RUBE CHILDRESS

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant or that he is, or
is believed to be indebted to said defendant 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 RUBE CHILDRESS

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 second Monday in September, A. D. 1961,
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 his answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer he was indebted to said defendant
and whether he will not be indebted in future to said defendant

by a contract then existing, and whether by a contract then existing he
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 he has not in his possession or under his control money or
effects belonging to the defendant. Loxley Tractor Company, Inc.,

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

Witness, ALICE J. DUCK, Clerk of said Court, this 8th day of August, A. D., 1961.

Issued 8th day of August, A. D., 1961.

ATTEST:

Alice J. Duck, Clerk.

Circuit Court, Baldwin County

No. 41502 1/2

Pauline Griffin

VS. { Garnishment On Judgment

Loxley Tractor Co.

Rube Childress

Issued 3 day of Aug 1961

Returnable 14 day of Sept 1961

Charles T. Moore
Attorney

Printed by Moore Ptg. Co.

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Eddie Steadham
DEPUTY SHERIFF

Received 3 day of Aug 1961
and on 11 day of Aug 1961
I served a copy of the within
on Rube Childress
By service on _____

TAYLOR WILKINS, Sheriff
By Eddie Steadham
Loxley, Ala.

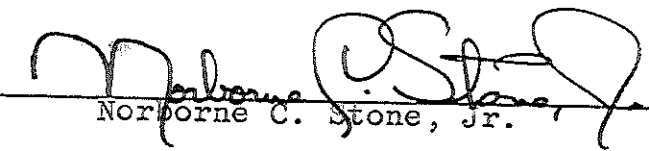
STATE OF ALABAMA

BALDWIN COUNTY

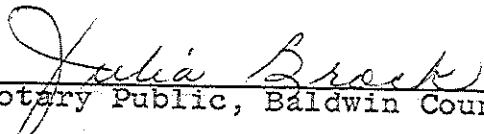
Before me, Julia Brock, a Notary Public, in and for said County in said State, personally appeared Norborne C. Stone, Jr., who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Norborne C. Stone, Jr. and he is one of the attorneys for Pauline Griffin, the owner and holder of that certain judgment rendered in the Circuit Court of Baldwin County, Alabama on the 16th day of January, 1961 in that certain cause wherein the said Pauline Griffin was the Plaintiff and Loxley Tractor Company, Inc., a corporation, was the Defendant. That the amount due under said judgment is \$14,750.00 plus interest from January 16, 1961 together with the further or additional sum of \$31.50, the cost in said cause. That he believes process of garnishment is necessary to obtain satisfaction of said judgment and that the following person is believed to be chargeable as garnishee:

Rube Childress.


Norborne C. Stone, Jr.

Sworn to and subscribed before me
on this the 8th day of August,
1961.


Notary Public, Baldwin County, Alabama.

FILED

AUG 8 1961

ALICE J. DUCK, CLERK
REGISTER

4509 1/2

PAULINE GRIFFIN,

Plaintiff,

vs.

LOXLEY TRACTOR COMPANY, INC., A
Corporation,

Defendant.

* * * * *

AFFIDAVIT

* * * * *

FILED

AUG 8 1961

ALICE J. DUCK, CLERK
REGISTER

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

PAULINE GRIFFIN,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
LOXLEY TRACTOR COMPANY,	X	
INC., A Corporation,	X	AT LAW
Defendant.	X	
	X	
and	X	NO. 4509½
	X	
JOHN DEERE COMPANY OF ST.	X	
LOUIS, A Missouri Corpora-	X	
tion, et al.,	X	
Garnishees.	X	

DECREE:

It having been made to appear to the Court that the following named persons, firms or partnerships: Elmer Phillips; N. F. Thompson; M. O. Sirmon; A. V. Campbell, Sr.; Joe Dvorak; R. J. Robertson; Larry Devine; Ray Devine, Larry Devine and Leon Devine, doing business as Devine Brothers; Ray Devine; Gordon Sirmon, W.J. Gaston; and Barnhill Brothers, a partnership composed of Roger F. Barnhill, Charles W. Barnhill, Thomas Mastin Barnhill and Alva Gordon Barnhill have each filed answers in this Court in response to the Writs of Garnishment heretofore served upon them stating that they are indebted to the Defendant, Loxley Tractor Company, Inc., in the amount hereinafter set forth; and it further appearing to the Court that the Defendant, Loxley Tractor Company, Inc. has not executed bond for the dissolution of the garnishment as provided in Chapter 27 of Title 7 of the Code of Alabama of 1940; and the Court having considered the same is of the opinion that an order should be entered requiring each of the named garnishees to pay the amount of their respective indebtedness or liability into the hands of the Clerk of this Court to be held subject to the judgment in this cause so that upon the payment of said sums by said garnishees they will be discharged from liability for the amount so paid and interest subsequently accruing thereon; it is, therefore

ORDERED, ADJUDGED and DECREED by the Circuit Court of

Baldwin County, Alabama, At Law, that the following named persons, firms or partnerships pay into the hands of Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, the amount shown opposite their respective names:

Elmer Phillips	\$558.01
N. F. Thompson	157.00
M. O. Sirmon	209.00
A. V. Campbell, Sr.	64.02
Joe Dvorak	86.49
R. J. Robertson	59.16
Larry Devine	40.00
Ray Devine, Larry Devine and Leon Devine, doing business as Devine Brothers	99.78
Ray Devine	96.06
Gordon Sirmon	109.38
W. J. Gaston	140.00
Barnhill Brothers, a partnership composed of Roger F. Barnhill, Charles W. Barnhill, Thomas Mastin Barnhill and Alva Gordon Barnhill	230.09.

It is further ORDERED, ADJUDGED and DECREED by the Court that upon the payment of each of the garnishees of the amount shown opposite their respective names that he or it be discharged from liability to the Defendant or the Plaintiff for the amount so paid and any interest thereon.

It is further ORDERED, ADJUDGED and DECREED by the Court that each of the garnishees named above be given notice of the rendition of this decree by the Clerk of this Court by mailing a copy thereof to such garnishee or his or its attorney of record.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Clerk of this Court hold the sums herein ordered to be paid for further order of this Court and subject to the judgment in this cause.

Done this 2 day of Aug, 1961.

Hubert M. Hall
Circuit Judge

PAULINE GRIFFIN,
Plaintiff,
VS.
LOXLEY TRACTOR COMPANY, INC.,
a corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4509½

ANSWER OF GARNISHEE

Now comes Barnhill Brothers, a partnership composed of Roger F. Barnhill, Charles W. Barnhill, Thomas Mastin Barnhill and Alva Gordon Barnhill, and for answer to the Writ of Garnishment dated February 2, 1961, heretofore served on it in this cause, says that it was indebted to the defendant at the time of the service of the said Writ of Garnishment and at the time of making this, its answer thereon, in the sum of Two Hundred Thirty and 09/100 Dollars (\$230.09), but suggest as claimants to the said fund Loxley Farm Equipment Company and the Baldwin County Bank.

Garnishee will not be indebted to the defendant in the future by any contract now in existence or in any other way or manner.

Having fully answered the Writ of Garnishment, garnishee prays that it be discharged with its reasonable costs in this behalf expended.

BARNHILL BROTHERS,
a partnership composed of Roger F.
Barnhill, Charles W. Barnhill,
Thomas Mastin Barnhill and Alva
Gordon Barnhill

By Charles W. Barnhill
As a member of the firm

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared CHARLES W. BARNHILL, who, after being by me first duly and legally sworn, deposes and says:

FILED

APR 7 1961

EVOL 66 PAGE 28

AUGIE L. DUCK, CLERK
REGISTER

That he has read over the above and foregoing instrument and that the facts stated therein are true.

Charles W. Barnhill
Charles W. Barnhill

Sworn to and subscribed before me on this the 27th day of February, 1961.

L. E. Mickelsen Jr.

Notary Public, Baldwin County, Alabama
Commission Expires 10-7-64

ANSWER OF GARNISHEE

PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY, INC.,
a corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4509½

FILED

APR 7 1961

MADE L. DICK, CLERK
REGISTER

PAULINE GRIFFIN,
Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,
Defendant.

AND

R. J. ROBERTSON,
Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4509½


ANSWER OF GARNISHEE

Now on this the 13th day of February, 1961, comes R. J. Robertson and for answer to the garnishment heretofore served on him in the above cause 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, Loxley Tractor Company, Inc., a Corporation, in the amount of \$59.16; that he will not be indebted in the future to said defendant by contract then or now existing; that he 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 his possession or under his 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.


R. J. Robertson, Garnishee

Sworn to and subscribed before
me on this the 13th day of February, 1961.


Notary Public, Baldwin County, Alabama.

FILED
FEB 13 1961
ALICE L. BARK, Clerk

VOL 66 PAGE 13

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

BALDWIN COUNTY, ALABAMA

Hawley S. Lechner

John M Brantley
Notary Public, Baldwin County, Alabama



PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant.

AND

GORDON SIRMON,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4509½

ANSWER OF GARNISHEE

Now on this the 16th day of February, 1961, comes Gordon Sirmon and for answer to the garnishment heretofore served on him in the above cause 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, Loxley Tractor Company, Inc., a Corporation, in the amount of \$109.38; that he will not be indebted in the future to said defendant by contract then or now existing; that he 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 his possession or under his 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.

Gordon Sirmon
Gordon Sirmon, Garnishee

Sworn to and subscribed before me
on this the 16th day of February, 1961.

[Signature]
Notary Public, Baldwin County, Alabama.

PAULINE GRIFFIN,

Plaintiff,

vs.

LOXLEY TRACTOR COMPANY,
INC., A CORPORATION,

Defendant.

I
I
I
I
I
I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

ANSWER OF GARNISHEE

Now on this the 21st day of February, 1961, comes L. T. RHODES, JR. and for answer to the garnishment heretofore served on him in the above cause 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 not indebted to the said defendant, Loxley Tractor Company, Inc., a corporation, and that he will not be indebted in the future to said defendant by contract then or now existing, and garnishee has not in his possession or under his control money or effects belonging to defendant.

Having fully answered said garnishment, the said garnishee prays to be hence dismissed.


L. T. Rhodes, Jr.

Sworn to and subscribed before me on this the 21st day of February, 1961.


Notary Public
Baldwin County, Alabama

FILED

FEB 21 1961

ALICE L. DUCK, CLERK
REGISTER

PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NO. 4509½

Personally appeared before me, the undersigned authority in and for said County and State, Joe Devorak, who is personally known to me, and who being by me first duly sworn, on oath says that he is now indebted to Loxley Tractor Company, Inc., a corporation, in the sum of EIGHTY-SIX and 49/100 DOLLARS (\$86.49), and was indebted to him at the time of the service of this garnishment, but that he will not be indebted in the future to the said Defendant by any contract then and now existing, and that he will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that he does not have in his possession or control any money of effects belonging to the Defendant.

Joe Devorak

Sworn to and subscribed before me this 28 day of FEBRUARY, 1961.

A. M. Allegre Jr.
Notary Public,

Notary Public, State of Alabama
My commission expires Aug. 2, 1964
Bonded by Employers Liability Assurance Corporation

IN THE CIRCUIT COURT OF

BALTIMORE COUNTY, ALABAMA

NO. 4509 $\frac{1}{2}$

PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant,

FILED
MAR 16 1961

ALICE J. DUCK, Clerk

Walters, Brantley & Nesbit
Attorney at Law
Robertsdale, Alabama



PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Personally appeared before me, the undersigned authority in and for said County and State, Larry Devine, who is personally known to me, and who being by me first duly sworn, on oath says that he is now indebted to Loxley Tractor Company, Inc., a corporation, in the sum of FORTY DOLLARS (\$40.00), and was indebted to him at the time of the service of this garnishment, but that he will not be indebted in the future to the said Defendant by any contract then and now existing, and that he will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that he does not have in his possession or control any money or effects belonging to the Defendant.

Sworn to and subscribed before me this the 27th day of February 1961.

FILED

FEB 28 1961

ALICE J. DUCK, CLERK
REGISTER

Notary Public,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. 1509½

PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant

FILED

FEB 20 1933

FILED

WILTERS, BRANTLEY & NESBIT
Attorneys at Law
Robertsdale, Alabama

PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant

Q

Q

Q

Q

Q

Q

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

Personally appeared before me, the undersigned authority in and for said County and State, Ray Devine for Larry Devine, Ray Devine and Leon Devine d/b/a Devine Brothers, who is personally known to me, and who being by me first duly sworn, on oath says that he is now indebted to Loxley Tractor Company, Inc., a corporation, in the sum of NINETY-NINE and 78/100 DOLLARS (\$99.78), and was indebted to him at the time of the service of this garnishment, but that he will not be indebted in the future to the said Defendant by any contract then and now existing, and that he will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that he does not have in his possession or control any money or effects belonging to the Defendant.

1961.

Devine Bros
by R.R. Devine
Sworn to and subscribed before me this the 27th day of February,
1961.

Phyllis L. Nesbit
Notary Public,
State of Alabama
H. Large

FILED

FEB 28 1961

ALICE J. DUCK, CLERK
REGISTER

EXHIBIT

66

PAGE

19

IN THE CIRCUIT COURT OF
BALTIMIN COUNTY, ALABAMA

NO. 45092

PAULINE GRIFFIN,

Plaintiff,

VS,

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

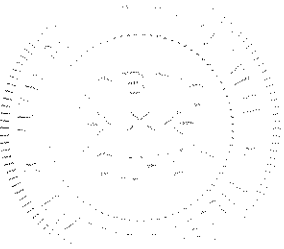
Defendant

FILED

FEB 28 1964

ALICE J. DICK, CLERK
REGISTER

Walters, Brantley & Nesbit
Attorneys at Law
Robertsdale, Alabama



PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant,

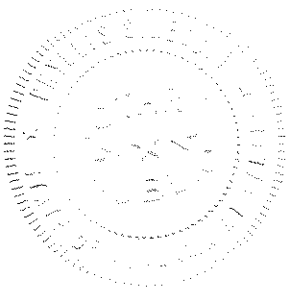
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Personally appeared before me, the undersigned authority in and for said County and State, Rex Childress, who is personally known to me, and who being by me first duly sworn, on oath says that he is not now indebted to Loxley Tractor Company, Inc., a corporation, in any sum whatever, and was not indebted to him at the time of the service of this garnishment, nor at any time intervening between the time of the service of the garnishment and the making of this answer, and that he will not be indebted in the future to the said Defendant by any contract then and now existing, and that he will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that he does not have in his possession or control any money or effects belonging to the Defendant.

Rex Childress

Sworn to and subscribed before me this the 28 day of Feb.,
1961.

Phyllis S. Nesbit
Notary Public, STATE OF ALABAMA AT LARGE

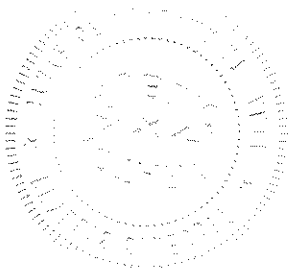


FILED

MAR 1 1961

ALICE L. DUCK, CLERK
REGISTER

EVOL 66 PAGE 21



IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. 4509½

PAULINE GRIFFIN,
Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,
Defendant,

FILED

MAR 1 1981

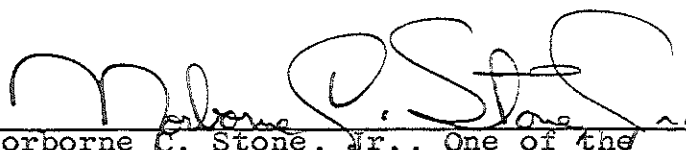
ALICE L. DICKSON, CLERK
REGISTER

WILTERS, BRANTLEY & NESBITT
Attorneys at Law
Robertsdale, Alabama

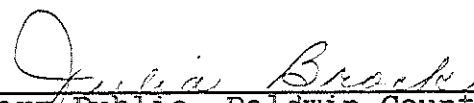
PAULINE GRIFFIN,	X		
	X		
Plaintiff,	X	IN THE CIRCUIT COURT OF	
	X		
vs.	X	BALDWIN COUNTY, ALABAMA	
	X		
LOXLEY TRACTOR COMPANY,	X		
INC., A Corporation,	X	AT LAW	No. 4509½
	X		
Defendant.	X		

CONTEST OF ANSWER BY PLAINTIFF

I, Norborne C. Stone, Jr., one of the attorneys for Pauline Griffin, the Plaintiff in the above styled cause, do hereby controvert the answer of John Deere Company of St. Louis heretofore filed in this cause; and I do hereby state that I am informed and believe that said answer is untrue.


 Norborne C. Stone, Jr., One of the
 Attorneys for Pauline Griffin

Sworn to and subscribed before me on
 this the 3rd day of March, 1961.


 Notary Public, Baldwin County, Ala.

FILED

MAR 31 1961

ALICE J. DICK, CLERK
 REGISTER

PAULINE GRIFFIN,	X		
Plaintiff,	X		
vs.	X	IN THE CIRCUIT COURT OF	
	X		
LOXLEY TRACTOR COMPANY,	X	BALDWIN COUNTY, ALABAMA	
INC., A Corporation,	X		
Defendant.	X	AT LAW	NO. 4509½
AND	X		
W. J. GASTON,	X		
Garnishee.	X		
	X		

ANSWER OF GARNISHEE

Now on this the 7th day of March, 1961, comes W. J. Gaston and for answer to the garnishment heretofore served on him in the above cause 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, Loxley Tractor Company, Inc., a Corporation, in the sum of \$140.00; that he will not be indebted in the future to said defendant by contract then or now existing; that he 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 his possession or under his control money or effects belonging to the defendant, other than as aforesaid.

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

W. J. Gaston
W. J. GASTON, Garnishee

Sworn to and subscribed before me on
this the 7th day of March, 1961.

Julia Brock
Notary Public, Baldwin County, Alabama

FILED

MAR 8 1961

ALICE J. DUCK, CLERK
REGISTER

PAULINE GRIFFIN,

Plaintiff,

VS.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant,

AND

A. V. CAMPBELL, SR.,

Garnishee.

X

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

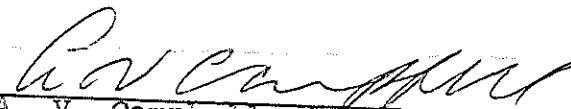
AT LAW

NO. 4509½


ANSWER OF GARNISHEE

Now on this the 13th day of March, 1961, comes A. V. Campbell, Sr. and for answer to the garnishment heretofore served on him in the above cause 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, Loxley Tractor Company, Inc. a Corporation, in the sum of \$64.02; that he will not be indebted in the future to said defendant by contract then or now existing; that he 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 his possession or under his control money or effects belonging to the defendant, other than as aforesaid.

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


A. V. Campbell, Sr., Garnishee

Sworn to and subscribed before me on
this the 13th day of March, 1961.


Notary Public, Baldwin County, Ala.

FILED

MAR 14 1961

ALICE J. DUCK, Clerk

AVOL

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PAGE

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PAULINE GRIFFIN,	X	
Plaintiff,	X	
vs.	X	IN THE CIRCUIT COURT OF
	X	
LOXLEY TRACTOR COMPANY,	X	BALDWIN COUNTY, ALABAMA
INC., A Corporation,	X	
Defendant,	X	AT LAW NO.4509 $\frac{1}{2}$
	X	
AND	X	
M.O. SIRMON,	X	
Garnishee.	X	

ANSWER OF GARNISHEE

Now on this the 14 day of March, 1961, comes M. O. Sirmon and for answer to the garnishment heretofore served on him in the above cause 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, Loxley Tractor Company, Inc., a corporation, in the amount of \$209.00; that he will not be indebted in the future to said defendant by contract then or now existing; that he 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 his possession or under his control money or effects belonging to the 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.

M. O. Sirmon
M. O. Sirmon, Garnishee

Sworn to and subscribed before me on
this the 14th day of March, 1961.

Dexter J. Gwathmey
Notary Public, Baldwin County, Ala.
MY COMMISSION EXPIRES JULY 15, 1964

FILED
MAR 14 1961
ALICE J. DUCK, Clerk

PAULINE GRIFFIN,

Plaintiff,

vs.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant,

AND

ELMER PHILLIPS,

Garnishee.

X

X

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 4509½

ANSWER OF GARNISHEE

Now on this the 24th day of March, 1961, comes Elmer Phillips and for answer to the garnishment heretofore served on him in the above cause 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, Loxley Tractor Company, Inc., a corporation, in the sum of \$558.01; that he will not be indebted in the future to said defendant by contract then or now existing; that he 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 his possession or under his control money or effects belonging to the defendant, other than as aforesaid.

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

Elmer Phillips
Elmer Phillips, Garnishee

Sworn to and subscribed before me on
this the 24th day of March, 1961.

Julia Brack
Notary Public, Baldwin County, Ala.

FILED

MAR 27 1961

ALICE J. DUCK, Clerk

PAULINE GRIFFIN,

Plaintiff,

vs.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant,

AND

N. F. THOMPSON,

Garnishee.

X

X

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

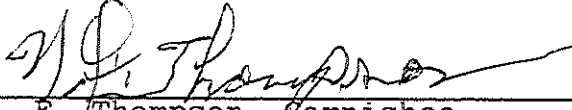
BALDWIN COUNTY, ALABAMA

AT LAW

ANSWER OF GARNISHEE

Now on this the 24th day of March, 1961, comes N. F. Thompson and for answer to the garnishment heretofore served on him in the above cause 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, Loxley Tractor Company, Inc., a corporation, in the amount of \$157.00; that he will not be indebted in the future to said defendant by contract then or now existing; that he 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 his possession or under his control money or effects belonging to the 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.


N. F. Thompson, Garnishee

Sworn to and subscribed before me on
this the 24th day of March, 1961.


Notary Public, Baldwin County, Alabama

FILED
MAR 27 1961
ALICE J. DUCK, Clerk

IN THE CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA

PAULINE GRIFFIN,

Plaintiff

vs.

Number 4509 $\frac{1}{2}$

LOXLEY TRACTOR COMPANY,
Inc., a corporation,

Defendant

ANSWER OF JOHN DEERE COMPANY OF
ST. LOUIS.

Now comes the John Deere Company of St. Louis and for answer to the garnishment writ in the above cause dated February 2, 1961, states that it was not at the time of the service of the garnishment, or at the time of making its answer or at any time intervening between the time of serving the garnishment and making the answer, indebted to the defendant and it will not be indebted in the future to it by a contract now existing, and it is not, by a contract now existing, liable to it 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 it has not in its possession or under its control money or effects belonging to the defendant.

STATE OF GEORGIA }
FULTON COUNTY }

Attorneys for said garnishee
JOHN DEERE COMPANY OF ST. LOUIS

By Grady Wade

As its Gen. Mgr.

Before me, the undersigned authority, personally appeared Grady Wade, who being duly sworn, says on oath that he is Division Chief Manager of John Deere Company of St. Louis and has knowledge of the facts and that the foregoing answer is true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed before

VOL

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PAGE

FILED
FEB 13 1961

me on this 9th day of February, 1961.

Notary Public, Georgia, State at Large

Notary Public, Fulton County, Georgia

ALICE J. DUCK, Clerk

115096
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

PAULINE GRIFFIN,

Plaintiff

vs.

LOXLEY TRACTOR COMPANY,
Inc., a corporation,

Defendant

ANSWER OF JOHN DEERE COMPANY
OF ST. LOUIS

FILED

FEB 18 1961

ALICE L. DUCK, Clerk

BALL AND BALL

ATTORNEYS AND COUNSELLORS
FIRST NATIONAL BANK BUILDING

MONTGOMERY, ALA.

PAULINE GRIFFIN,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
LOXLEY TRACTOR COMPANY,	X	
INC., A Corporation,	X	
Defendant.	X	

NOTICE OF GARNISHMENT

TO: LOXLEY TRACTOR COMPANY, INC.

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of Pauline Griffin, Plaintiff, versus Loxley Tractor Company, Inc., Defendant, now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

John Deere Company of St. Louis, a Missouri Corporation;

Barnhill Brothers, Loxley, Alabama;

Harry C. Bill, Loxley, Alabama;

George Bolar, Belforest, Alabama;

A. V. Campbell, Sr., Robertsdale, Alabama;

Paul Childress, Jr., Loxley, Alabama;

Rex Childress, Loxley, Alabama;

Sam Childress, Robertsdale, Alabama;

Larry DeVine, Ray DeVine and Leon DeVine, doing business as DeVine Brothers, Loxley, Alabama;

Larry DeVine, Loxley, Alabama;

Ray DeVine, Loxley, Alabama;

Joe Dvorak, Belforest, Alabama;

W. D. Hobbs, Robertsdale, Alabama;

Wayne Huggins, Loxley, Alabama;

M. A. Lovell, Jr. and Raymond L. Lovell, doing business as Lovell Brothers, Loxley, Alabama;

Alphonse Nims, Loxley, Alabama;

Elmer Phillips, Loxley, Alabama;

L. T. Rhodes, Jr., Bay Minette, Alabama;

R. J. Robertson, Bay Minette, Alabama;

Gordon Sirmon, Belforest, Alabama;

M. O. Sirmon, Robertsdale, Alabama;

James Wilsey, Loxley, Alabama;

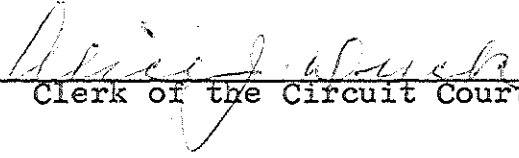
W. J. Gaston, Robertsdale, Alabama;

Harold Lachner, Robertsdale, Alabama;

N. R. Thompson, Loxley, Alabama

have been named as Garnishees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 2 day of February, 1961.


Clerk of the Circuit Court.

M. 4509 1/2

Fauline Griffin

VS.

Lordley Tractor Co
Inc. A Corp.

Notice

FILED

FEB 2 1961

ALICE J. DUNN, CLERK
REGISTER

Received 2 day of Feb 1961
and on 4 day of Feb 1961

I served a copy of the within
on Lordley Tractor Co
By Rex Childress

By service on

TAYLOR WILKINS, Sheriff
By Edleigh Steadham

Lordley Tractor

Sheriff claims 40 miles at

Ten Cents per mile Total \$4.00

TAYLOR WILKINS, Sheriff

BY Edleigh Steadham

DEPUTY SHERIFF

PAULINE GRIFFIN,

Plaintiff,

vs.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

GARNISHMENT ON JUDGMENT:

TO: ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, at a regular January Term, 1961, of the Circuit Court of Baldwin County, Alabama, to-wit: on the 16th day of January, 1961, being a regular day of said term, Pauline Griffin recovered a judgment against Loxley Tractor Company, Inc., a corporation, for the sum of \$11,730.00 and cost of suit, and affidavit having been made by Moxborne C. Stone, Jr., that process of garnishment is believed to be necessary to obtain satisfaction of such judgment, and that the following named persons or corporations, viz:

Joan Baern Company of St. Louis, a Missouri Corporation;

Barnhill Brothers, Loxley, Alabama

Earl C. Bill, Loxley, Alabama;

George Bolan, Belforest, Alabama;

A. V. Campbell, Sr., Robertsdale, Alabama;

Paul Childress, Jr., Loxley, Alabama;

Rex Childress, Loxley, Alabama;

Sam Childress, Robertsdale, Alabama;

Larry Devine, Ray Devine and Leon Devine, doing business as

~~Devine Brothers, Loxley, Alabama;~~

Larry Devine, Loxley, Alabama;

Ray Devine, Loxley, Alabama;

Joe Dvorak, Belforest, Alabama;

H. D. Hobbs, Robertsdale, Alabama;

Wayne Huggins, Loxley, Alabama;

M. A. Lovell, Jr. and Raymond Lovell, doing business as
Lovell Brothers, Loxley, Alabama;

Alphonse Sims, Loxley, Alabama;

John Phillips, Loxley, Alabama;
W. T. Rhodes, Jr., Bay Minette, Alabama;
R. T. Robertson, Bay Minette, Alabama;
George Simon, Belleforest, Alabama;
E. C. Simon, Robertsdale, Alabama;
James Smiley, Loxley, Alabama;
W. T. Gaston, Robertsdale, Alabama;

Walter Lochner, Robertsdale, Alabama;

H. R. Thompson, Loxley, Alabama;

and or are believed to have in their possession, or under their control, money or effects belonging to said Defendant or that they are, or are believed to be indebted to said Defendant or to be liable to him 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 the following named persons or corporations, viz:

James C. Gentry, of Loxley, a Natural Person;

McDonald Brothers, Loxley, Alabama;

Harry C. Bell, Loxley, Alabama;

George Golan, Belleforest, Alabama;

L. V. Campbell, Sr., Robertsdale, Alabama;

Paul Childress, Sr., Loxley, Alabama;

Wes Childress, Loxley, Alabama;

Sam Childress, Robertsdale, Alabama;

Harry Devine, Bay Devine and Leon Devine, doing business as Devine Brothers, Loxley, Alabama;

Harry Devine, Loxley, Alabama;

Geo. Hozak, Belleforest, Alabama;

W. D. Robbs, Robertsdale, Alabama;

Wayne Ruggins, Loxley, Alabama;

M. A. Lovell, Jr. and Raymond L. Lovell, doing business as Lovell Brothers, Loxley, Alabama;

Alphonse Nims, Loxley, Alabama;

Minor Phillips, Loxley, Alabama;

L. T. Rhodes, Jr., Bay Minette, Alabama;

E. J. Robertson, Big Warrior, Alabama;

Charles Kinnon, Safford, Alabama;

E. H. Phipps, Robertsdale, Alabama;

James Wilson, Loxley, Alabama;

H. S. Martin, Robertsdale, Alabama;

Harold Walker, Robertsdale, Alabama.

and each of them, to be and appear before the Circuit Court of Baldwin County, at the Court House thereof, in the City of Bay Minnion, within thirty days from the service hereof upon each and them to answer on oath, whether at the time of the service of the writ, or at the time of making their answer, or at any time before the time of serving the writ, and making the answer they were so bound to said Defendant and whether they will and do intend in future to said Defendant by a contract then existing, and whether by a contract then existing they are liable to said Defendant for the delivery of personal property, or for the payment of money which may be demanded by the delivery of personal property, or for the payment of money for personal property, and whether they have in their possession or under their control any or either of the same or any part thereof.

Witness my hand and seal this 1st day of June 1931.

Attest, James L. Dunn, Clerk of said Court in and for Baldwin County, Alabama.

May 22 1931.

Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By _____ vice on _____

TAYLOR WILKINS, Sheriff
BY _____ D. S.
Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____

By service on _____
TAYLOR WILKINS, Sheriff
BY _____ D. S.
Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____

By service on _____
TAYLOR WILKINS, Sheriff
BY _____ D. S.

✓
No. 4589 1/2
Pauline Griffin
VS.

Lofley Tractor &
Inc. a corp.
Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____

TAYLOR WILKINS, Sheriff
BY _____ D. S.
FILED
FEB 2 1961
ALICE J. DUCK, CLERK, REGISTER

Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____
TAYLOR WILKINS, Sheriff
By _____

Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____
TAYLOR WILKINS, Sheriff
By _____

Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____
TAYLOR WILKINS, Sheriff
By _____

Sheriff claims _____ miles at _____
Ten Cents per mile Total \$ _____
TAYLOR WILKINS, Sheriff
BY _____ DEPUTY SHERIFF
Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____
TAYLOR WILKINS, Sheriff
By _____
Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____
TAYLOR WILKINS, Sheriff
By _____
Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____
TAYLOR WILKINS, Sheriff
By _____

PAULINE GRIFFIN,

Plaintiff,

vs.

LOXLEY TRACTOR COMPANY,
INC., A Corporation,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

GARNISHMENT ON JUDGMENT:

TO: ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, at a regular January Term, 1961, of the Circuit Court of Baldwin County, Alabama, to-wit: on the 16th day of January, 1961, being a regular day of said term, Pauline Griffin recovered a judgment against Loxley Tractor Company, Inc., a corporation, for the sum of \$14,750.00 and cost of suit, and affidavit having been made by Norborne C. Stone, Jr., that process of garnishment is believed to be necessary to obtain satisfaction of such judgment, and that the following named persons or corporations, viz:

John Deere Company of St. Louis, a Missouri Corporation;

Barnhill Brothers, Loxley, Alabama

Harry C. Bill, Loxley, Alabama;

George Bolar, Belforest, Alabama;

A. V. Campbell, Sr., Robertsdale, Alabama;

Paul Childress, Jr., Loxley, Alabama;

Rex Childress, Loxley, Alabama;

Sam Childress, Robertsdale, Alabama;

Larry DeVine, Ray DeVine and Leon DeVine, doing business as DeVine Brothers, Loxley, Alabama;

Larry DeVine, Loxley, Alabama;

Ray DeVine, Loxley, Alabama;

Joe Dvorak, Belforest, Alabama;

W. D. Hobbs, Robertsdale, Alabama;

Wayne Huggins, Loxley, Alabama;

M. A. Lovell, Jr. and Raymond Lovell, doing business as Lovell Brothers, Loxley, Alabama;

Alphonse Nims, Loxley, Alabama;

Elmer Phillips, Loxley, Alabama;
L. T. Rhodes, Jr., Bay Minette, Alabama;
R. J. Robertson, Bay Minette, Alabama;
Gordon Sirmon, Belforest, Alabama;
M. O. Sirmon, Robertsdale, Alabama,
James Wilsey, Loxley, Alabama;
W. J. Gaston, Robertsdale, Alabama;
Harold Lachner, Robertsdale, Alabama;
N. R. Thompson, Loxley, Alabama,

have or are believed to have in their possession, or under their control money or effects belonging to said Defendant or that they are, or are believed to be indebted to said Defendant or to be liable to it 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 the following named persons or corporations, viz:

John Deere Company of St. Louis, a Missouri Corporation;
Barnhill Brothers, Loxley, Alabama;
Harry C. Bill, Loxley, Alabama;
George Bolar, Belforest, Alabama;
A. V. Campbell, Sr., Robertsdale, Alabama;
Paul Childress, Jr., Loxley, Alabama;
Rex Childress, Loxley, Alabama;
Sam Childress, Robertsdale, Alabama;
Larry DeVine, Ray DeVine and Leon DeVine, doing business as DeVine Brothers, Loxley, Alabama;
Larry DeVine, Loxley, Alabama;
Ray DeVine, Loxley, Alabama;
Joe Dvorak, Belforest, Alabama;
W. D. Hobbs, Robertsdale, Alabama;
Wayne Huggins, Loxley, Alabama;
M. A. Lovell, Jr. and Raymond L. Lovell, doing business as Lovell Brothers, Loxley, Alabama;
Alphonse Nims, Loxley, Alabama;
Elmer Phillips, Loxley, Alabama;
L. T. Rhodes, Jr., Bay Minette, Alabama;

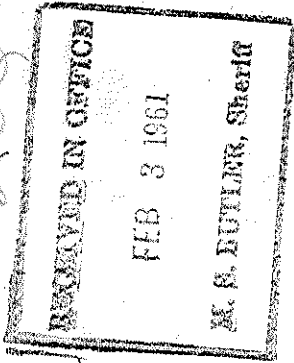
D. I. Thompson, New Mexico, Alaska;
George Brown, Minnesota, Illinois;
W. A. Brown, Minnesota, Alaska;
James Brown, Alaska, Alaska;
F. J. Brown, Minnesota, Alaska;
George Brown, Minnesota, Alaska;

and that of the fact that the defendant has been found guilty of the crime of the same nature as the crime charged, in the State of New Mexico, which crime was then the crime charged then and there to commit the same, whether at the time of the commission of the crime, or at the time of coming before court, or at any time intervening the time of passing the indictment, and stating the reason they were so found to be defendant and whether they will not be indicted in future to said defendant by a grand jury then sitting, and whether in a criminal case stating they are liable to said defendant for the delivery of personal property, or for the payment of money which may be charged by the delivery of personal property, or which is payable in personal property, and whether they were so liable to said defendant at the time of the crime charged, or whether they were so liable to said defendant at the time of coming before court, or at any time intervening the time of passing the indictment.

It is further stated that the defendant was found guilty of the crime of the same nature as the crime charged, in the State of New Mexico, which crime was then the crime charged then and there to commit the same, whether at the time of the commission of the crime, or at the time of coming before court, or at any time intervening the time of passing the indictment.

[Handwritten signature]

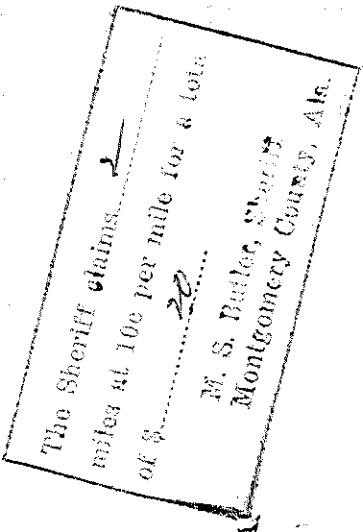
263



EXECUTED BY SERVING A
COPY OF THE WITHIN

Fred S. Bull
Agent for
John Deere Co.
of H. R. Harris

This the 3 day of Feb, 1961
M. S. BUTLER
Sheriff Montgomery County
By Ramsey
Deputy Sheriff



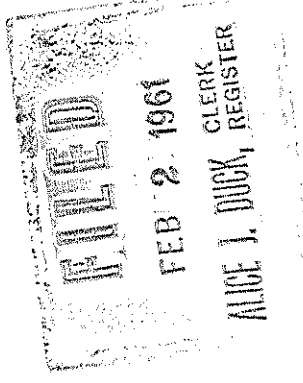
W. 4509 1/2

Pauline Griffin

VS.

Lopley Tractor Co
Inc. a corp.

Bull



125096

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Julia Brock, a Notary Public, in and for said County in said State, personally appeared Norborne C. Stone, Jr. who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

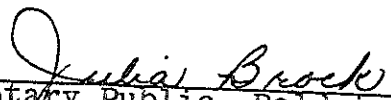
That his name is Norborne C. Stone, Jr. and he is one of the attorneys for Pauline Griffin, the owner and holder of that certain judgment rendered in the Circuit Court of Baldwin County, Alabama on the 16th day of January, 1961 in that certain cause wherein the said Pauline Griffin was the Plaintiff and Loxley Tractor Company, Inc., a corporation, was the Defendant. That the amount due under said judgment is \$14,750.00 plus interest from January 16, 1961 together with the further or additional sum of \$31.50, the cost in said cause. That he believes that process of garnishment is necessary to obtain satisfaction of said judgment and that the following persons, firms or corporations are believed to be chargeable as garnishees:

John Deere Company of St. Louis, a Missouri Corporation;
Barnhill Brothers, Loxley, Alabama;
Harry C. Bill, Loxley, Alabama;
George Bolar, Belforest, Alabama;
A. V. Campbell, Sr., Robertsdale, Alabama;
Paul Childress, Jr., Loxley, Alabama;
Rex Childress, Loxley, Alabama;
Sam Childress, Robertsdale, Alabama;
Larry DeVine, Ray DeVine and Leon DeVine, doing business as DeVine Brothers, Loxley, Alabama;
Larry DeVine, Loxley, Alabama;
Ray DeVine, Loxley, Alabama;
Joe Dvorak, Belforest, Alabama;
W. D. Hobbs, Robertsdale, Alabama;
Wayne Huggins, Loxley, Alabama;
M. A. Lovell, Jr. and Raymond L. Lovell, doing business as Lovell Brothers, Loxley, Alabama;
Alphonse Nims, Loxley, Alabama;

Elmer Phillips, Loxley, Alabama;
L. T. Rhodes, Jr., Bay Minette, Alabama;
R. J. Robertson, Bay Minette, Alabama;
Gordon Sirmon; Belforest, Alabama;
M. O. Sirmon, Robertsdale, Alabama;
James Wilsey, Loxley, Alabama;
W. J. Gaston, Robertsdale, Alabama;
Harold Lachner, Robertsdale, Alabama;
N. R. Thompson, Loxley, Alabama.


Norborne C. Stone, Jr.

Sworn to and subscribed before me on
this the 2nd day of February, 1961.


Notary Public, Baldwin County, Alabama.

John Deere Company of St. Louis, a
Missouri Corporation, may be served
by service on Fred S. Ball, Jr. or
Richard A. Ball, 717 First National
Bank Building, Montgomery, Alabama.

FILED

FEB 2 1961

ALICE A. DUCK, CLERK
REGISTER