COMPLAINT

REYNOLDS BROTHERS LUMBER COMPANY, INC.) a corporation

BALDWIN COUNTY, ALABAMA

IN THE CIRCUIT COURT OF

AT LAW

VS

GLEN STEWART

~~\

DEFENDANT

PLAINTIFF

T

The Plaintiff claims of the Defendant Three Hundred Fifty-four and 96/100 (\$354.96) Dollars, due from him on account, to-wit: the 1st day of July 1959, which sum of money, with interest thereon, is still unpaid.

II

The Plaintiff claims of the Defendant Three Hundred Fifty-four and 96/100 (\$354.96) Dollars, due from him for merchandise, goods, and chattels sold by the Plaintiff to the Defendant on, to-wit: the 1st day of July 1959, which sum of money, with interest thereon, is still unpaid.

FILED

DEC 7 1950

NINE 1. DUX, REGISTER

Attorney for Plaintiff

The State of Alabama,	Circuit Court, Baldwin County
Baldwin County. TO ANY SHERIFF OF THE STATE	OF ALABAMA
TO THE CHARACTER OF LOCAL DESIGNATION	VI NAME NAME NAME NAME NAME NAME NAME NAME
You Are Commanded to Summon	Glen Stewart
	·
:	
	of Alabama, at Bay Minette, against
Gle	n Stewart Defendant Defendant
by Reynolds Brothers L	umber Company, a corporation
	, Plaintiff
Witness my hand this	day of Afek 19 les
	day of Alice f-Lluck, Clerk

No. 4512 Page	
STATE of ALABAMA Baldwin County	Defendant lives at Foley, Alabama
CIRCUIT COURT	Received In Office
Reynolds Brothers Lumber Company, Inc., a corporation Plaintiffs	Sheriff. I have executed this summons
vs.	this/1 10-15
Glen Stewart	by leaving a copy with
Defendants	Sum Illians
Summons and Complaint	Sheriff claims 22 miles at
Piled	Ten Cents per mile Total \$
J. IIIIII), REGISTER	
Plaintiff's Attorney	Sa Perlucitario
Defendant's Attorney	Sheriff,
	Deputy Sheriff.
	Doley

AFFIDAVII ON JUNGMENT

STATE OF ALABAMA) COUNTY OF BALDWIN)

Personally appeared before me, a Notary Public in and for said State and County, James A. Brice, who being duly sworn, deposes and saith that the Reynolds Brothers Lumber Company, Inc., a corporation, on the 13th day of April, 1961, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Glen Stewart for the sum of Three Hundred-Seventy and 45/100 Dollars (\$370.45) and the further sum of Twenty-Three and 20/100 (\$23.20) Dollars, costs of suit, and that he believes the process of garmishment is necessary to obtain satisfaction of said judgment and that Southland Farms, Inc., a corporation has or is believed to have in its possession or under its control, money or effects belonging to the Defendant, or it is liable on a contract for the payment of money which may be discharged by the delivery of personal property.

James A. Brice

Sworn to and subscribed before me this 29th day of May 1964.

TO EAT YOUR TENE

Baldwin County, Ala.

FILED

AME I DIDI, CLERK

AFFIDAVII ON JUDGMENT

STATE OF ALABAMA) COUNTY OF BALDWIN)

Personally appeared before me, a Notary Public in and for said State and County, James A. Brice, who being duly sworn, deposes and saith that the Reynolds Brothers Lumber Company, Inc., a corporation, on the 13th day of April, 1961, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Glem Stewart for the sum of Three Hundred-Seventy and 45/100 Dollars (\$370.45) and the further sum of Twenty-Three and 20/100 (\$23.20) Dollars, costs of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment and that Southland Farms, Inc., a corporation has or is believed to have in its possession or under its control, money or effects belonging to the Defendant, or it is liable on a contract for the payment of money which may be discharged by the delivery of personal property.

James A. Brice

Sworm to and subscribed before me

this 29th day of May 196

Meary Public '

Baldwin County, Ala

ALUE I. WILL SEASTER

REYNOLDS BROTHERS LUMBER COMPANY, INC.,) A CORPORATION	
PLAINTIFF IN THE CIRCUIT COURT	of
vs > BALDWIN COUNTY, ALABA	MA
GLEN STEWART AT LAW, NO. 45/7/	والم
DEFENDANT	
SOUTHLAND FARMS, INC., A CORPORATION	
GARNISHEE	
TO ANY LAWFUL OFFICER OF SAID COUNTY:	
You are hereby commanded to notify Glen Stewart that on the	
1964, a Writ of Garnishment in	
the above stated case was issued to Southland Farms, Inc., a	
corporation, as Garnishee.	
And you will return this Writ according to law.	
WITNESS my hand this day of fame1964.	
circuit clerk	erengen Propertier
Received in this office theday of1964.	
	majoratura.
Executed by serving a copy of the within writ on theday	
of1964.	
Officer	-

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REYNOLDS BROTHERS LUMBER COMPANY, INC.)
A CORPORATION

PLAINTIFF

VS

GLEN STEWART

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALARAMA
AT LAW, NO. 44124

DEFENDANT

AND

SOUTHLAND FARMS, INC A CORPORATION

GARNISHEE

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, James A. Brice has made affidavit as required by law that Reynolds Brothers Lumber Company, Inc., a corporation, on the 13th day of April, 1961, being a regular day of Circuit Court of Baldwin County, Alabama, recovered a judgement against Glen Stewart for the sum of Three Hundred-Seventy and 45/100 Dollars (\$370.45), and the further sum of Twenty-Three and 20/100 (\$23.20) Dollars cost of suit, and that he believes that the process of garnishment is necessary to obtain satisfation of said judgment and that Sothland Farms, Inc., A corporation, has or is believed to have in its possession, or undersits control, money or effects belonging to the 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 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 Southland Farms, Inc, a corporation, to be and appear at the next term of the Circuit Court of Baldwin County, Alabama, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer it has in its possession or under its control, any money or effects belonging to the said Defendant and

whether it is indebted to said Defendant or is liable to him on any contract for the payment of money or 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.

WITNESS MY HAND on this the _____ day of force______

CITCUIT Clerk

Foley, Alabama June 9, 1964

Mr. Cole D. Brown Southland Farms Foley, Alabama

Dear Mr. Brown:

You are hereby authorized and empowered to pay the Sum due by me which is the subject of the Garnishment on the judgment in favor of Max Foreman, to the Clerk of the Circuit Court, Bay Minette, Alabama

Yours very truly

Glenn Stewart

4804/2

Foley, Alabama June 9, 1964

Mr. Cole D. Brown Southland Farms Foley, Alabama

Dear Mr. Brown:

genewaye.co

You are hereby authorized and empowered to pay the sum due by me which is the subject of the Garnishment on the judgment in favor of J/P. Reynolds, to the Clerk of the Circuit Court, Bay Minette, Alabama.

Yours very truly,

Glenn Stewart

4512/2-

AFFIDAVIT ON JUDGMENT

STATE OF ALABAMA) COUNTY OF BALDWIN)

Personally appeared before me, a Notary Public in and for said State and County, James A. Brice, who being duly sworn, deposes and saith that the Reynolds Brothers Lumber Company, Inc., a corporation, on the 13th day of April, 1961, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Glen Stewart for the sum of Three Hundred-Seventy and 45/100 Dollars (\$370.45) and the further sum of Twenty-Three and 20/100 (\$23.20) Dollars, costs of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment and that Southland Farms, Inc., a corporation has or is believed to have in its possession or under its control, money or effects belonging to the Defendant, or it is liable on a contract for the payment of money which may be discharged by the delivery of personal property.

Sworn to and subscribed before me this 29th day of May 1964.

Notary Public

State of Alabama at Jarge

Baldwin County, Alabama

FILED

ALICE J. DUDY, CLERK

REYNOLDS BROTHERS LUMBER COMPANY, INC.,) A CORPORATION	A Proposition of the Contract
PLAINTIFF)	IN THE CIRCUIT COURT OF
VS CONTRACTOR OF THE STATE OF T	BALDWIN COUNTY, ALABAMA
GLEN STEWART	AT LAW, NO. 4512/2
DEFENDANT	
SOUTHLAND FARMS, INC., A CORPORATION	and the state of t
GARNISHEE)	
TO ANY LAWFUL OFFICER OF SAID COUNTY	':
You are hereby commanded to notify G	len Stewart that on the
1 day of kmc 1964, a	Writ of Garnishment in
the above stated case was issued to South	land Farms, Inc., a
corporation, as Garnishee.	
And you will return this Writ accord	ing to law.
WITNESS my hand this,day of	1964.
The second secon	a = a
Circ	Cut Clerk
Received in this office theday of	1964.
Ōffi	cer
Executed by serving a copy of the within	writ on the // day
of 1964.	
Offi	cer

By service or 720.45 [2/2 OTICE ALLANCENCE A ' ጛ' FIRES Constant MU TATE 运行与力 7) TA CONTRACTOR THE TOTAL 11 7 S. S. . 17

(6) (4) (1) REYNOLDS BROTHERS LUMBER COMPANY, INC.)
A CORPORATION

PLAINTIFF

VS

GLEN STEWART

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 4819/19

DEFENDANT

AND

SOUTHLAND FARMS, INC A CORPORATION

GARNISHEE

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, James A. Brice has made affidavit as required by law that Reynolds Brothers Lumber Company, Inc., a corporation, on the 13th day of April, 1961, being a regular day of Circuit Court of Baldwin County, Alabama, recovered a judgement against Glen Stewart for the sum of Three Hundred-Seventy and 45/100 Dollars (\$370.45), and the further sum of Twenty-Three and 20/100 (\$23.20) Dollars cost of suit, and that he believes that the process of garnishment is necessary to obtain satisfation of said judgment and that Sothland Farms, Inc., A corporation, has or is believed to have in its possession, or undersits control, money or effects belonging to the 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 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 Southland Farms, Inc, a corporation, to be and appear at the next term of the Circuit Court of Baldwin County, Alabama, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer it has in its possession or under its control, any money or effects belonging to the said Defendant and

whether it is indebted to said Defendant or is liable to him on any contract for the payment of money or 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.

WITNESS MY HAND on this the / day of

1964.

710.4512/2 Reynolds Brother Sumber of

REYNOLDS BROTHERS LUMBER COMPANY, INC. IN THE CIRCUIT COURT OF

Plaintiff BALDWIN COUNTY, ALABAMA,

-VS
GLEN STEWART CASE NO. 4512½

Defendant I

FAIRHOPE ICE AND CREAMERY COMPANY, INC. I

Garnishee. I

ANSWER OF GARNISHEE

Comes now the Garnishee in the above styled cause and for answer to the Writ of Garnishment served upon it, upon oath, says that it is not indebeted to the said Defendant, Glen Stewart, nor does it have in its possession, or under its control, money or effects belonging to said Defendant, or does it have under its control a contract for the delivery of personal property, or own a contract for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property.

For further answer the Garnishee herein says that the Defendent Glen Stewart sells to it bulk milk, but that by two prior assignments the Garnishee has no money payable to the said Defendant.

Garnishee further says that by an assignment of Glen Stewart payable to Family Enterprises, Inc., 673 Well Street, South-West, Atlanta 10, Georgia, which assignment is dated the 5th day of October, 1960, that the said Defendant, Glen Stewart assign one-hundred and four and 04/100 (\$104.04) dollars to the said Family Enterprises, Inc., and that the Garnishee is bound by the said assignment to pay the said sum on the 5th day of each month until the total price of four thousand nine-hundred and ninety three and 92/100 (\$4,993.92) dollars is paid in full.

For further answer the said Garnishee says that an assignment signed by Glen Stewart, the Defendant and payable to the United States Department of Agriculture, acting through Farmers Home Administration, United States Department of Agriculture, that the Defendant Glen Stewart did assign one hundred and fifty (\$150.00) dollars per month to the above, said assignment being dated the 21st day of August, 1959.

That the said Defendant, Glen Stewart has no control or no demand against the said Garnishee for the above sum, and that the Garnishee for further answer says that there is no balance over and above these prior assignments.

FAIRHOPE ICE AND CREAMERY COMPANY, inc.

By Modeling As It's President

Subscribed and sworn to before me on this the 15th day of May, 1961.

Notary Public, Baldwin County,
Alabama.



ANSWER OF GARNISHMENT

REYNOLDS BROTHERS LUMBER COMPANY, INC.

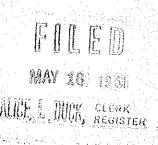
Plaintiff

-VS-

GLEN STEWART, Defendant

FAIRHOPE ICE AND CREAMERY COMPANY, INC.

Garnishee



JOHN V. DUCK

State of Alabama

BALDWIN COUNTY

IO	. Glen Stewart	Defendant.	
	YOU ARE HEREBY NOTIFIE	D that a Writ of Garnishment has been issue	
**************************************	Reynolds Brothers	Lumber Company, Inc.	Plaintiff
versus	Glen Stewart		
now pe	ending in the Circuit Court of	Baldwin County, Alabama, Law Side, in wl	nich
	Fairhope Ice	& Creamery Company, Inc.	and Analysis and An Analysis and Analysis
ha.S	been named as Garnishee		
	IN WITNESS WHEREOF, I h	ave hereunto set my hand and affixed my se	eal on this the
day of	<u></u>		
	The state of the s	<u>///</u> Clerl	· Unicle
		Cleri Cleri	x of the Circuit Court.

NOTICE

TO DEFENDANT OF GARNISHMENT
BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Reynolds Brothers Lumber

Company, Inc.

.

Plaintiff.....

VS.

Glen Stewart

Sines at Foley not working at 7. hope Oreamery

THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT	COURT	BALDWIN	COUNTY
Spi	ing	TER	м. 194.61

TO.	ANY	SHERIFF	ΟF	THE	STATE	OF	ALABAMA-	GREETING:
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new it: On the 13th day of April 1, 1946II, being a regular day of Reynolds Brothers Lumber Company, Inc. Reynolds Brothers Lumber Company, Inc. Covered judgment against Clen Stewart Or the sum of \$970.45 Dollars, and cost of suit, and affidavit having been made by James A. Brice hat process of granishment is believed to be necessary to obtain satisfaction of such Judgment, and that the ollowing name depersons or corporations, vir. Fairhope Ice & Creamery Company, Inc. The street to bound? 2 201 gelsted from the life of the street of bounds of the delivery of personal property or which is payable in personal property. You Are Therefore Hereby Commanded to Summon Fairhope Ice & Creamery Company, Inc. To be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the Monday in A. D. 194—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 its answer, or at any time intervening the time of service of the garnishment and making the answer it was indebted in future to said defendant and whether it was indebted in future to said defendant by a contract their existing and whether by a contract then existing is of are, liable to said defendants for the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money of effects belonging to the defendant Glen Stewart	WHEREAS,	At a regularS]	pring Term,	19 <u>4;61</u> of the Cir	cuit Court of Baldwin	County,
covered judgment against Clen Stewart Dollars, and cost of suit, and affidavit having been made by James A. Brice hat process of garnishment is believed to he necessary to obtain satisfaction of such Judgment, and that the ollowing named persons or ocriporations, viz: Fairhope Ice & Creamery Company, Inc. The state of the fellower of personal property, or an a contract for the payment of money of the city of Bay Minette, on the Monday in A. D. 194— The and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the Monday in A. D. 194— The 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 its answer, or at any time intervening the time of the service of the garnishment and making the answer it was indebted to said defendant and whether it was indebted to said defendant by a contract then existing is, or are, liable to said defendants for the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or whether it has not in its possession or under its control money or whether it has not in its possession or under its control money or whether it has not in its possession or under its control money or whether it has not in its possession or under its control money or whether it has not in its possession or under its control money or whether it has not in its possession or under its control money or whether its control money or which is payable in personal property, and whether it has not in its possession or under its control money or whether its control money or contr	to-wit: On the	13th day o	ı April	, 19	4K611, being a regular	day of
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possession, or under its control money or effects belonging and defend ant or that it is, or reflects belonging and defend ant or that it is, or reflects belonging and defend ant or that it is, or reflects belonging and defend ant or that it is, or reflects belonging and defend ant or that it is, or reflects belonging to be indetically and classified by the delivery of personal property, or on a contract for the payment or in, new which may be discharged by the delivery of personal property or which is payable in personal property. You are Therefore Hereby Commanded to Summon—Fairhope Ice & Creamery Company, Inc. Monday in A. D. 194—the 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 its answer, or at any time intervening the time of serving the garnishment and making the answer it was indebted to said defendan and whether it was indebted in future to said defendan by a contract then existing, and whether by a contract then existing is, or are, liable to said defendants for the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or	Fairhope	Ice & Cream	mery Company,	Inc.		
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reffects belonging taid defend ant		**************************************				
reffects belonging taid defend ant	/ ! . L . 13	atamain its	poggagaion	ar undan i	ts	1
to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the						
the city of Bay Minette, on the Monday in A. D. 194						
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whether it has not in its possession or under its control money o			•	*		
	-					

Bunely S Sheriff claims

45	12/2
rcuit Court,	

County

No.-

Reynolds Brothers Lumber Company, Inc.

GARNISHMENT ON JUDGMEN

Glen Stewart

Issued-		1 4 L L W	194_
Return	able	CLERK	194-

Attorney.

Moore Printing Co., Bay Minette, Ala.

THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT	COURT	BALDWIN	COUNTY
	ing	TER	M, 194 <u>61</u>

Clerk.

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

recovered judgment against Glam Showard for the sum of \$370.45 and affidavit having been made by Torics A. Ruics that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that following named persons or corporations, vis. Fairnope Ice & Greamery Company, The. has or is believed to have in 122 possession, or under 122 control more effects belonging to said defendant or that 12 is, is believed to be indebted to said defendant or that 12 is, is believed to be indebted to said defendant or which is payable in personal property. You Are Therefore Hereby Commanded to Summon You Are Therefore Hereby Commanded to Summon You have the delivery of personal property or which is payable in personal property. The same of the garnishment on the Monday in A. D. 194-then and there within the three first days of the term, to answer on oath, whether at the time of the ser of the garnishment, or at the time making 128 answer, or at any time intervening the time of serving the garnishment, or at the time making 128 answer, or at any time intervening the time of serving the garnishment, or at the time making 128 answer, or at any time intervening the time of serving the garnishment and making the answer 12 was indebted to said defend and whether 12 was indebted in future to said defend whether 12 has not in 125 possession or under 125 control more effects belonging to the defendant 125 possession or under 125 control more effects belonging to the defendant 125 possession or under 125 control more effects belonging to the defendant 125 possession or under 125 control more effects belonging to the defendant 125 possession or under 125 control more effects belonging to the defendant 125 possession or under 125 control more effects belonging to the defendant 125 possession or under 125 control more effects belonging to the defendant 125 possession or under 125 control more effects belonging to the defendant 125 possession or under 125 control more effects belonging to the defendant 125	to-wit: On the—	136h	day of	April		, 194:61, being a 1	egular day o
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Circuit Court, Baldwin County

Reynolds Brothers Lumber Company, Inc.

VS. | GARNISHMENT ON JUDGMENT

Glen Stewart

day of Returnable-

Attorney.

REYNOLDS BROTHERS LUMBER COMPANY, INC. IN THE CIRCUIT COURT OF

Plaintiff I BALDWIN COUNTY, ALABAMA,

-VS
GLEN STEWART I CASE NO. 45122

Defendant I

FAIRHOPE ICE AND CREAMERY COMPANY, INC. I

Garnishee.

ANSWER OF GARNISHEE

Comes now the Garnishee in the above styled cause and for answer to the Writ of Garnishment served upon it, upon oath, says that it is not indebeted to the said Defendant, Glen Stewart, nor does it have in its possession, or under its control, money or effects belonging to said Defendant, or does it have under its control a contract for the delivery of personal property, or own a contract for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property.

For further answer the Garnishee herein says that the Defendent Glen Stewart sells to it bulk milk, but that by two prior assignments the Garnishee has no money payable to the said Defendant.

Garnishee further says that by an assignment of Glen Stewart payable to Family Enterprises, Inc., 673 Well Street, South-West, Atlanta 10, Georgia, which assignment is dated the 5th day of October, 1960, that the said Defendant, Glen Stewart assign one-hundred and four and 04/100 (\$104.04) dollars to the said Family Enterprises, Inc., and that the Garnishee is bound by the said assignment to pay the said sum on the 5th day of each month until the total price of four thousand nine-hundred and ninety three and 92/100 (\$4,993.92) dollars is paid in full.

For further answer the said Garnishee says that an assignment signed by Glen Stewart, the Defendant and payable to the United States Department of Agriculture, acting through Farmers Home Administration, United States Department of Agriculture, that the Defendant Glen Stewart did assign one hundred and fifty (\$150.00) dollars per month to the above, said assignment being dated the 21st day of August, 1959.

That the said Defendant, Glen Stewart has no control or no demand against the said Garnishee for the above sum, and that the Garnishee for further answer says that there is no balance over and above these prior assignments.

FAIRHOPE ICE AND CHEAMERY COMPANY, Inc

By MC As It's President)

Subscribed and sworn to before me on this the 15th day of

May, 1961.

Notery Public, Baldwin County, Alabama.

AFFIDAVIT ON JUDGMENT

STATE OF ALABAMA) COUNTY OF BALDWIN)

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, James A. Brice, who being duly sworn, deposes and saith that Reynolds Brothers Lumber Company, Inc. at the Spring Term, A.D. 1961, of the Circuit Court of Baldwin County recovered a judgment against Glen Stewart for the sum of Three Hundred Seventy and 45/100 (\$370.45) Dollars and the further sum of Twenty-three and 20/100 (\$23.20) Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Fairhope Ice & Creamery Company, Inc. has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or it is liable 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.

Sworn to and subscribed before me

this day of April 1961.

Alice J. Duck Clerk of the Circuit Court Baldwin County, Alabama

LAW OFFICES

HERBERT JOHNSON HENRY M. HATCHER, JR. STANLEY P. MEYERSON BENNY L. IRVIN

JOHNSON, HATCHER, MEYERSON & IRVIN

715 RHODES-HAVERTY BUILDING

ATLANTA 3, GEORGIA

June 1, 1961

JACKSON 2-9780

Miss Alice J. Duck Clerk of the Circuit Court Baldwin County Bay Minette, Alabama

Re: Reynolds Brothers Lumber Company, Inc.

v.

Glen Stewart - Family Enterprises, Inc.
Garnishee

Dear Miss Duck:

A copy of the garnishment in the above styled case has been received by my client, J. M. Henson. Since I do not know the name of the attorney for Reynolds Brothers Lumber Company I am writing you in hopes that you will deliver this letter to him.

Family Enterprises, Inc. is not doing business in Alabama and its assets have been sold to another corporation. Neither of these corporations owes any money to Mr. Stewart. Family Enterprises, Inc. sold Mr. Stewart some personal property on a conditional sales contract. They never have had or will have any money or property belonging to Mr. Stewart.

I see no reason why my client should go to the expense of filing a plea to the jurisdiction and a motion to quash the garnishment when there is absolutely nothing to be recovered by the plaintiff, and I am sure that the plaintiff will agree.

Will you kindly give this letter to the plaintiff's attorney and if he dismisses the garnishment, write me accordingly.

Yours very truly,

Herbert Johnson

HJ/mel

Post Office Box 298

WHITEHALL 3-3601

May 22, 1961

Mrs. Alice J. Duck Circuit Clerk Bay Minette, Alabama

Re: Reynolds Brothers Lumber Co., Inc. Vs: Glen Stewart

Dear Mrs. Duck:

Enclosed herewith are Garnishment on Judgment forms in the above cause to be served on the Garnishee, by registered mail, at 673 Well Street, Southwest, Atlanta 10, Georgia.

Thank you for your usual prompt attention.

ames A. Brice

JAB:

PS. Please

take care of oath.

State of Alabama BALDWIN COUNTY

TO	Glen	Stewart	***********		sij.		ූ Defendant		Secret Secret Secret Secret Secret Secret	
YO)U ARE	HEREBY NO	TIFIE	ED that a	Writ c		cremann	2000 2000 2000	Co.	

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

Family Enterprises, Inc.

ha S... been named as Garnishee......

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 23

Clerk of the Circuit Court.

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT BALDWIN COUNTY, ALABAMA

TO

Reynolds Brothers Lumber Company, Inc.

Plaintiff.....

VS.

Glen Stewart

Defendant.

Sheriff claims.

Ten Cents per mile Total \$ CAYLOR WILKINS, Sheriff

THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY Spring

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETING:
WHEREAS, At a regular Spring Term, 1961 of the Circuit Court of Baldwin Court
to-wit: On the 13th day of April , being a regular day
said term, Reynolds Brothers Lumber Company, Inc.
recovered judgment against Glen Stewart
for the sum of Three Hundred Seventy and 45/100 (\$370.45) Dollars, and cost of s
and affidavit having been made by <u>James A. Brice</u> that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that following named persons or corporations, viz:
Family Enterprises, Inc.
nas or is believed to have in <u>its</u> possession, or under <u>its</u> control more
or effects belonging to said defendant or thatis, s believed to be indebted to said defendant or to be liable to them, or to one of them o
You Are Therefore Hereby Commanded to Summon
Family Enterprises, Inc.
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o be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof,
he city of Bay Minette, on the Monday in A. D. 194
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whether <u>it</u> has not in <u>its</u> possession or under <u>its</u> control money
ffects belonging to the defendant Glen Stewart
Herein fail not, and have you then and there this Writ.
Witness, Rxs. DUCK, Clerk of said Court, thisday of
A. D., 194 Alice J 23 day of They A. D. 1942
ATTEST:

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Circuit Co	urt, Baldwin	County	, ii
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		Attorney.	- : 4

Moore Printing Co., Bay Minette, Ala.

AFFIDAVIT ON JUDGMENT

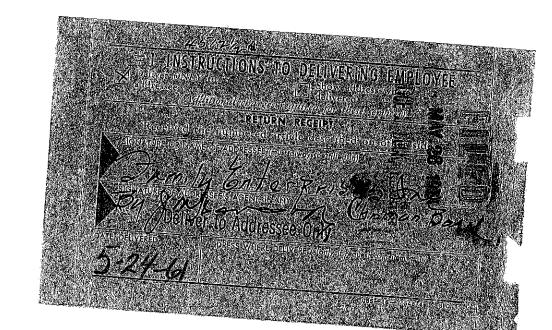
STATE OF ALABAMA) COUNTY OF BALDWIN)

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, James A. Brice, who being duly sworn, deposes and saith that Reynolds Brothers Lumber Company, Inc., at the Spring Term, A. D. 1961, of the Circuit Court of Baldwin County recovered a judgment against Glen Stewart for the sum of Three Hundred Seventy and 45/100 (\$370.45) Dollars and the further sum of Twenty-three and 20/100 (\$23.20) Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Family Enterprises, Inc., 673 Well Street, Southwest, Atlanta 10, Georgia, has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or it is liable 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.

James A. Brice

Sworn to and subscribed before me this _______ day of May 1960

Alice J. Duck / Clerk of the Circuit Court Baldwin County, Alabama



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