

COMPLAINT

REYNOLDS BROTHERS LUMBER COMPANY, INC.)
a corporation

PLAINTIFF

VS

GLEN STEWART

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

N).

4512

I

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 1960

ALICE J. DUCK, CLERK
REGISTER

James A. [Signature]
Attorney for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon

Glen Stewart

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in

the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

Glen Stewart

, Defendant

by

Reynolds Brothers Lumber Company, Inc.

Inc.

a corporation

, Plaintiff

Witness my hand this

7

day of

Dec

19

60

Cliff J. Ruck, Clerk

No. 4572

Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

Reynolds Brothers Lumber

Company, Inc., a corporation

Plaintiffs

vs.

Glen Stewart

Defendants

Summons and Complaint

Filed

FILED

19

DEC 7 1960

Clerk

ALICE J. DUCK, CLERK
REGISTER

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Foley, Alabama

Received In Office

12/7, 1960

Sheriff.

I have executed this summons

this

19

by leaving a copy with

Glen Stewart

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

Deputy Sheriff.

Foley

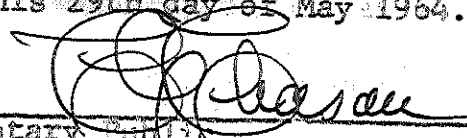
AFFIDAVIT ON JUDGMENT

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.


James A. Brice

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


Notary Public
State of Alabama at Large
Baldwin County, Ala.

FILED

JUN 1 1964

ALICE I. DICK, CLERK
RECEIVED

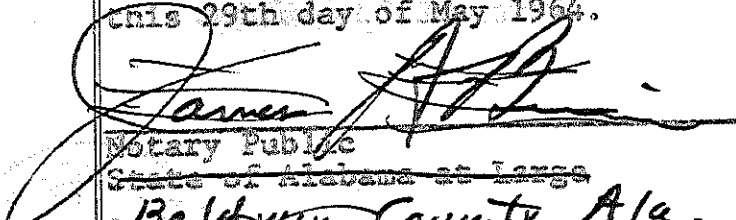
AFFIDAVIT ON JUDGMENT

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.


James A. Brice

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


Notary Public
State of Alabama at Large
Baldwin County, Ala.

FILED

JUN 1 1964

ALICE J. DUCK, CLERK
REGISTER

REYNOLDS BROTHERS LUMBER COMPANY, INC.,)
A CORPORATION)

PLAINTIFF)

VS)

GLEN STEWART)

DEFENDANT)

SOUTHLAND FARMS, INC.,)
A CORPORATION)

GARNISHEE)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 4817-1/2

TO ANY LAWFUL OFFICER OF SAID COUNTY:

You are hereby commanded to notify Glen Stewart that on the
1 day of June 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 1 day of June 1964.

Reverend J. H. Smith
Circuit Clerk

Received in this office the _____ day of _____ 1964.

Officer

Executed by serving a copy of the within writ on the _____ day
of _____ 1964.

Officer

REYNOLDS BROTHERS LUMBER COMPANY, INC.)
A CORPORATION

PLAINTIFF

VS

GLEN STEWART

DEFENDANT

AND

SOUTHLAND FARMS, INC
A CORPORATION

GARNISHEE

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 4812-14

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 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 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 1 day of June
1964.

David L. Smith
Circuit Clerk

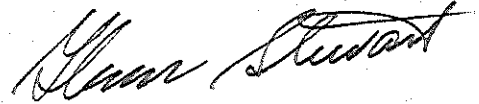
Foley, Alabama
June 9, 1964

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 Garnish-
ment on the judgment in favor of Max Foreman, to the
Clerk of the Circuit Court, Bay Minette, Alabama

Yours very truly,



Glenn Stewart

4804 1/2

P 811.34

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 Garnish-
ment on the judgment in favor of J/ P. Reynolds, to the
Clerk of the Circuit Court, Bay Minette, Alabama.

Yours very truly,



Glenn Stewart

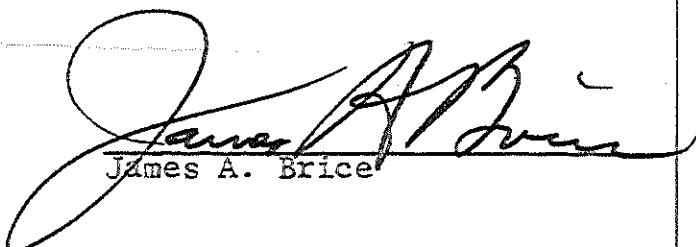
4512 1/2

393.65

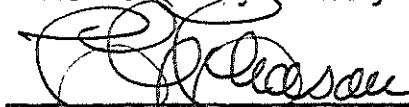
AFFIDAVIT ON JUDGMENT

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.


James A. Brice

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


Notary Public
~~State of Alabama at Large~~
Baldwin County, Alabama

FILED

JUL 1 1964

ALICE J. DUCK, CLERK
REGISTER

REYNOLDS BROTHERS LUMBER COMPANY, INC.,)
A CORPORATION)

PLAINTIFF)

VS)

GLEN STEWART)

DEFENDANT)

SOUTHLAND FARMS, INC.,)
A CORPORATION)

GARNISHEE)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 45171

TO ANY LAWFUL OFFICER OF SAID COUNTY:

You are hereby commanded to notify Glen Stewart that on the
1 day of June 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 1 day of June 1964.

Russ J. Alcock
Circuit Clerk

Received in this office the _____ day of _____ 1964.

Officer

Executed by serving a copy of the within writ on the 12 day
of June 1964.

Officer

of June 6 1904.

Executed by serving a copy of the within writ on the 1st day

OFFICER

Received in this office the 1st day of June 1904.

CLERK

Witness my hand this 1st day of June 1904.
Cordell Stewart, Jr. as Clerk of said Court.

W. 451214

Raymond Brothers
Lumber Co.

Glen Stewart

A CORPORATION
SOUTHWEST LUMBER, INC.

OVERSICHER

DEFENDANT

GLEN STEWART

Received 2 day of June 1904
and on 1st day of June 1904
I served a copy of the within writ on Glen Stewart
on Raymond Brothers Lumber Company, Inc.

AT LAW, NO. 4215
BUTLER COUNTY, ALABAMA
IN THE CIRCUIT COURT OF

By service on

TAYLOR WILKINS, Sheriff Sheriff claims 72 miles of
By Michael H. Stewart 50m Costs per mile Total \$ 722
TAYLOR WILKINS, Sheriff
BY John DEPUTY SHERIFF

REYNOLDS BROTHERS LUMBER COMPANY, INC.)
A CORPORATION

PLAINTIFF

VS

GLEN STEWART

DEFENDANT

AND

SOUTHLAND FARMS, INC
A CORPORATION

GARNISHEE

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 481212

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 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 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 1 day of June
1964.

Deirda J. Hirsch
Circuit Clerk

64-6-2-64

NO. 4512 1/2

Republic Brothers Lumber Co

VS

Glen Stewart

1904

beverage in personal property.

disappeared by the delivery of

Received

and on

I served a copy of the within

on

By service on

W. D. Brown

TAYLOR WILKINS, Sheriff

By W. D. Brown

W. D. Brown

Sherriff claims

Ten Cents per mile

TAYLOR WILKINS

BY

DEPUTY SHERIFF

STORAGE CLERK

REYNOLDS BROTHERS LUMBER COMPANY, INC.	¶	IN THE CIRCUIT COURT OF
Plaintiff	¶	BALDWIN COUNTY, ALABAMA,
-VS-	¶	AT LAW
GLEN STEWART	¶	CASE NO. 4512½
Defendant	¶	
FAIRHOPE ICE AND CREAMERY COMPANY, INC.	¶	
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 indebted 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 Defendant 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, Southwest, 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.

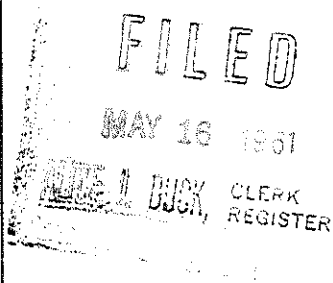
That the said Defendant, Glen Stewart has no control or no demand against the said Garnishee for the above sum, and that the Garnishee for further answer says that there is no balance over and above these prior assignments.

FAIRHOPE ICE AND CREAMERY COMPANY, Inc.

By MA Berclun
As It's President

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

John V. Duck
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

FILED

MAY 16 1931

ALICE L. DUCK, CLERK
REGISTER

FROM THE LAW OFFICES OF
JOHN V. DUCK
FAIRHOPE, ALABAMA

State of Alabama

BALDWIN COUNTY

TO Glen Stewart, Defendant:

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

Reynolds Brothers Lumber Company, Inc., Plaintiff,versus Glen Stewart, Defendant,

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

Fairhope Ice & Creamery Company, Inc.

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 21day of April, 1941.Miss J. H. H. H.
Clerk of the Circuit Court.

451212

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

Reynolds Brothers Lumber
Company, Inc.

Plaintiff.....

VS.

Glen Stewart

Defendant.....

Lives at Foley
not working at Hope
Creamery

Foley

Received 21 day of April 1941
and on 1 day of May 1941
I served a copy of the within Notice
on Glen Stewart

By service on _____

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

TAYLOR WILKINS, Sheriff
By Robert D. Foley D.S.

BY Robert D. Foley
DEPUTY SHERIFF

GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY
Spring TERM, 1946

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

WHEREAS, At a regular Spring Term, 1946 of the Circuit Court of Baldwin County,
to-wit: On the 13th day of April, 1946, being a regular day of
said term, Reynolds Brothers Lumber Company, Inc.

recovered judgment against Glen Stewart

for the sum of \$370.45 Dollars, and cost of suit,

and affidavit having been made by James A. Brice
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Fairhope Ice & Creamery Company, Inc.

has or is believed to have in its possession, or under its control money
or effects belonging said defendant or that it is, or
is believed to be indebted to said defendant, or liable to 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

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. 1946,
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 serv-
ing the garnishment and making the answer it was indebted to said defendant
and whether it will not be indebted in future to said defendant
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 for the payment of money which
may be discharged by 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
effects belonging to the defendant Glen Stewart

457 2 1/2

Circuit Court, Baldwin County

No. _____

Reynolds Brothers Lumber
Company, Inc.

VS. } GARNISHMENT ON JUDGMENT

Glen Stewart

Issued _____ day of _____ 194____

Returnable _____ day of _____ 194____

Attorney _____

Moore Printing Co., Bay Minette, Ala.

Received _____
21 day of April 1961
25 day of April 1961
on _____
Shirley Lee & Company
By service on _____
Dora Ball
Beal Street
TAYLOR WILKINS Sheriff
By _____
y hope

Sheriff claims _____ miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY W. D. Harner
DEPUTY SHERIFF

THE STATE OF ALABAMA, {
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

Spring TERM, 19461

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

WHEREAS, At a regular Spring Term, 19461 of the Circuit Court of Baldwin County,to-wit: On the 13th day of April, 19461, being a regular day ofsaid term, Reynolds Brothers Lumber Company, Inc.recovered judgment against Glen Stewartfor the sum of \$370.45 Dollars, and cost of suit,and affidavit having been made by James A. Brice
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:Fairhope Ice & Creamery Company, Inc.has or is believed to have in its possession, or under its control moneyor effects belonging to said defendant it is, oris believed to be indebted to said defendant it 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

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 April A. D. 19461,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 serv-
ing the garnishment and making the answer it was it indebted to said defendant
it and whether it will not be indebted in future to said defendantit by a contract then existing, and whether by a contract then existingis, 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 it has not in its possession or under its control money or
effects belonging to the defendant Glen Stewart

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

Witness, Russ DUCK, Clerk of said Court, this 13th day of AprilA. D., 19461 ISSUED Alice J. day of April A. D. 19461

ATTEST:

Clerk.

extra copy

Circuit Court, Baldwin County

No. *4512 1/2*

Reynolds Brothers Lumber
Company, Inc.

VS. } GARNISHMENT ON JUDGMENT

Glen Stewart

Issued _____ day of _____ 194____

Returnable _____ day of _____ 194____

Attorney.

REYNOLDS BROTHERS LUMBER COMPANY, INC. | IN THE CIRCUIT COURT OF
Plaintiff | BALDWIN COUNTY, ALABAMA,
-VS- | AT LAW
GLEN STEWART | CASE NO. 4512½
Defendant |
FAIRHOPE ICE AND CREAMERY COMPANY, INC. |
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 indebted 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 Defendant 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, Southwest, 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.

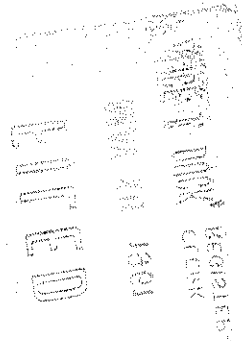
That the said Defendant, Glen Stewart has no control or no demand against the said Garnishee for the above sum, and that the Garnishee for further answer says that there is no balance over and above these prior assignments.

FAIRHOPE ICE AND CREAMERY COMPANY, Inc.

By M. O. Berghin
As It's President

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

John V. Davis
Notary Public, Baldwin County,
Alabama.



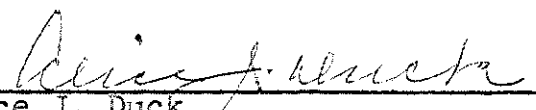
AFFIDAVIT ON JUDGMENT

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.


James A. Brice

Sworn to and subscribed before me
this 41 day of April 1961.


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

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

LAW OFFICES
JOHNSON, HATCHER, MEYERSON & IRVIN
715 RHODES-HAVERY BUILDING
ATLANTA 3, GEORGIA

JACKSON 2-9780

June 1, 1961

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

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

May 22, 1961

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

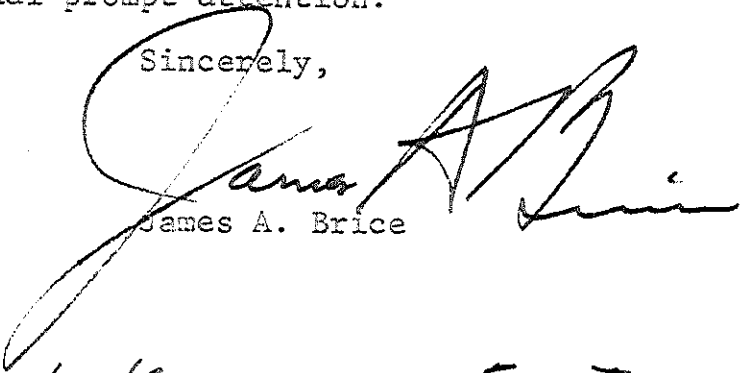
Re: Reynolds Brothers Lumber Co., Inc.
Vs: Glen Stewart

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.

Sincerely,


James A. Brice

JAB:j

P.S. Please take care of oath.



State of Alabama

BALDWIN COUNTY

TO Glen Stewart, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of
 Reynolds Brothers Lumber Company, Inc., Plaintiff,
 versus Glen Stewart, Defendant,

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

Family Enterprises, Inc.

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 23
 day of May, 1941.

W. J. French
 Clerk of the Circuit Court.

4512 1/2 a

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Reynolds Brothers Lumber

Company, Inc.

Plaintiff.....

VS.

Glen Stewart

Defendant.....

Foley, Ala.

By service on

Received 23 day of May 1961
and on 27 day of May 1961
on Sherr served a copy of the within

TAYLOR WILKINS Sheriff

By

[Signature]

Sheriff claims 12 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff
BY C.C. DEPUTY SHERIFF

THE STATE OF ALABAMA, {
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY
Spring TERM, 194 61

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

WHEREAS, At a regular Spring Term, 19461 of the Circuit Court of Baldwin County,
to-wit: On the 13th day of April, 19461, being a regular day of
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 suit,
and affidavit having been made by James A. Brice
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Family Enterprises, Inc.

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant or that it 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

Family Enterprises, 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 April A. D. 19461,
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 serv-
ing the garnishment and making the answer it was indebted to said defendant
and whether it will not be indebted in future to said defendant
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 for the payment of money which
may be discharged by 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
effects belonging to the defendant Glen Stewart

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

Witness, ~~Ex~~S. DUCK, Clerk of said Court, this day of May

Alice J
A. D., 19461 ISSUED 23 day of May A. D. 19461

ATTEST:

Circuit Court, Baldwin County

No. 4512 1/2 m a

*Raymonds Brothers
Lumber Co*

VS. } GARNISHMENT ON JUDGMENT

Wesley Stewart

Family Enterprises Inc

Issued _____ day of _____ 194 _____

Returnable _____ day of _____ 194 _____

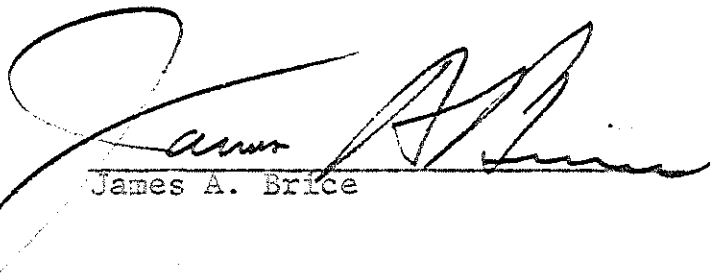
Attorney.

AFFIDAVIT ON JUDGMENT

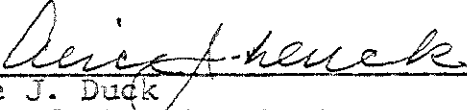
STATE OF ALABAMA)
COUNTY OF BALDWIN)

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21
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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 23 day of May 1961.


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

45724-6

INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ DELIVER TO ADDRESSEE
☐ DELIVER TO ADDRESSEE'S AGENT, IF ANY

RETURN RECEIPT

Received the enclosed article described on front side

SIGNATURE OF NAME OF ADDRESSEE (or, if not known, name of agent)

Frankly Enterprises, Inc.

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

By [Signature]

Delivered to Addressee Only

DATE DELIVERED

5-24-61

ADDRESS WHERE DELIVERED (or, if not known, name of agent)

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

INSURANCE COMPANY, BIRMINGHAM, ALA.
THIS IS TO CERTIFY THAT THE INSURANCE COMPANY HAS PAID THE LOSS OF THE CONTENTS OF THE BOX HEREIN SHIPPED BY REGISTERED MAIL, AND THAT THE LOSS WAS PAID TO THE ORDER OF THE INSURANCE COMPANY.

REGISTERED NO. 66-7262
CERTIFIED NO. 66-7262
INSURED NO. 66-7262

NAME OF ENDORSEMENT: Alice J. Duck, Clerk
STREET AND NO. OF BOX: Box 239
CITY, COUNTY AND STATE: Bay Minette, Alabama

POSTAGE PAID BY ADDRESSEE
PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE \$300
POSTMASTER OF
DELIVERED TO ADDRESSEE

RETURN TO

3817