

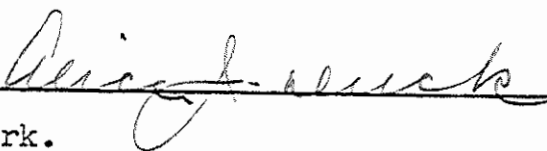
4212

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon J. N. MINCHEW to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of W. D. FLOWERS, doing business as Flower's Gulf Service.

WITNESS my hand this 17th day of March, 1960.

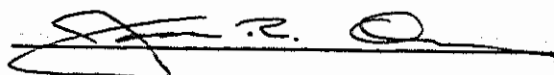

Clerk.

Defendant's address:
Marlow, Alabama.

W. D. FLOWERS, doing business)	IN THE CIRCUIT COURT OF
as Flower's Gulf Service,)	
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
vs.)	
)	AT LAW.
J. N. MINCHEW,)	
)	
Defendant.)	

COMPLAINT:

The Plaintiff claims of the Defendant, FOUR HUNDRED EIGHTY FIVE AND 45/100 DOLLARS (\$485.45) due from him by account on the 1st day of March, 1960, which sum of money with the interest thereon, is still unpaid.


Attorney for Plaintiff.

NOTICE TO DEFENDANT OF GARNISHMENT:

You are hereby notified that a Writ of Garnishment in aid of a pending suit has been issued in this cause, in which garnishment Ray E. Loper Lumber Company, Inc., a corporation, has been named as garnishee.

Dated this 17th day of March, 1960.

W. L. Duck

Clerk of the Circuit Court of Baldwin
County, Alabama.

4212

Wm. Flowers

15
J. M. Minchen

Received 17 day of March 1900
and on 14 day of April 1900
I served a copy of the within Summons
on J. M. Minchen
By service on _____

TAYLOR WILKINS, Sheriff
By Orville Williams D. S.

Marion

Sheriff claims 80 miles at

Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff

BY CC
DEPUTY SHERIFF

STATE OF ALABAMA

BALDWIN COUNTY

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

That he is doing business as Flower's Gulf Service, and is duly authorized to make this affidavit for and on behalf of the said business; that J. N. Minchew is indebted to him in the sum of Four Hundred Eighty-five and 45/100 Dollars (\$485.45) and interest, for the recovery of which he has commenced suit by summons and complaint, which is now pending in the Circuit Court of Baldwin County, Alabama, Law Side, against the said J. N. Minchew, and that he believes that the process of garnishment against Ray E. Loper Lumber Company, Inc., a corporation, Bay Minette, Alabama, is necessary to obtain satisfaction of the said indebtedness, and that the said Ray E. Loper Lumber Company, Inc., a corporation is supposed to be indebted to or have effects of the said defendant in its possession or under its control.



Sworn to and subscribed before
me on this the 17th day of March,
1960.



Notary Public, Baldwin County, Alabama.

W. D. FLOWERS, doing business)	IN THE CIRCUIT COURT OF
as Flower's Gulf Service,)	
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
vs.)	
)	AT LAW.
J. N. MINCHEW,)	
)	
Defendant.)	

WRIT OF GARNISHMENT:

STATE OF ALABAMA)
 *
 BALDWIN COUNTY)

TO ANY SHERIFF OF THE SAID STATE, GREETING:

WHEREAS, on the 17th day of March, 1960, W. D. Flowers, doing business as Flower's Gulf Service, filed a complaint in the Circuit Court of Baldwin County, Alabama, claiming of J. N. Minchew the sum of Four Hundred Eighty-five and 45/100 Dollars (\$485.45) together with interest, on which a summons has issued and the said W. D. Flowers having made affidavit that Ray E. Loper Lumber Company, Inc., a corporation, Bay Minette, Alabama, is supposed to be indebted to or have in its possession or under its control goods, effects or things in action belonging to the said defendant and that he believes the process of garnishment against the said Ray E. Loper Lumber Company, Inc., a corporation is necessary to obtain satisfaction of said claim.

You are, therefore, hereby commanded to summon Ray E. Loper Lumber Company, Inc., a corporation, Bay Minette, Alabama, to be and appear before the Circuit Court of Baldwin County, Alabama, Law Side, within thirty days, as required by law, then and there to answer on oath whether it was indebted to the above named defendant at the time of the service of the garnishment in the foregoing stated cause, or at the time of making its answer thereto, and in what sum or sums; and whether it will not be indebted in the future to the said defendant by a contract then existing or at the time of the service of this summons; and whether it has in its possession or under its control real or personal property or things in action belonging to the said J. N. Minchew, defendant.

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

WITNESS my hand and seal on this the 17th day of March,

1960.

27

Deirdre L. Minchew
 Clerk of Circuit Court, Baldwin County,
 Ala.

4212

W. A. Flowers

VS

J. N. Mincher

Received 17 day of March 1960
and on 17 day of March 1960
I served a copy of the will in Wood & Loper
on Ray E. Loper
By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Talbert D. S.
o mi

FILED

MAR 17 1961

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS; That W. D. Flowers, doing business as Flower's Gulf Service, as Principal, and the under-
signed, as sureties, are held and firmly bound unto J. N. Minchew
in the sum of One Thousand Dollars (\$1,000.00), for the payment
of which well and truly to be made the Principal binds itself, its
successors and assigns, and the sureties bind themselves, their
heirs, executors and administrators, jointly and severally, by
these presents.

SEALED with our seals and dated this 17th day of March,
1960.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, Whereas,
the above bound W. D. Flowers, doing business as Flower's Gulf
Service, has brought a suit now pending against the said J. N.
Minchew in the Circuit Court of Baldwin County, Alabama, to recover
of the said J. N. Minchew, the sum of Four Hundred Eighty-five and
45/100 Dollars (\$485.45), together with interest, and has this day
prayed that a writ of garnishment issue to Ray E. Loper Lumber
Company, Inc., a corporation, Bay Minette, Alabama, to answer that
it is indebted to or what effect of the said defendant it has in
its possession or under its control, and the said plaintiff, having
made oath and entered into this bond as required by law, has ob-
tained a writ of garnishment returnable at the next term of the
said court.

NOW, if the said plaintiff shall prosecute its said suit to
effect and pay the defendant all such damages as he may sustain by
the wrongful or vexatious suing out of said garnishment, then this
obligation to be void; otherwise, to remain in full force and
effect.

W. D. Flowers (SEAL)
J. L. Minchew (SEAL)
L. W. Mathews (SEAL)

Taken and approved on this
the 17th day of March, 1960.

James Minchew
Clerk of Circuit Court of Baldwin
County, Alabama.