

JAMES G. WARD

Plaintiff

vs

ERNEST HADLEY

Defendant

and

LAIDLAW CONSTRUCTION COMPANY  
Garnishee

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO.

5438

-1-

The Plaintiff claims of the defendant the sum of One Hundred Sixty-six and 50/100 (\$166.50) Dollars being the balance due and unpaid of a note in the amount of Two Hundred Sixteen (\$216.00) Dollars drawn by defendant on the 25th day of June, 1962, payable to the Baldwin County Bank, Bay Minette, Alabama, in 8 installments of \$27.00 each, the first being due July 25, 1962, and on the 25th day of each month thereafter until fully paid with the total unpaid amount becoming due on the failure to pay any of the individual notes, said note being endorsed by the plaintiff herein and the said note being not paid at maturity by the said Ernest Hadley, was charged to the account of the endorser, James G. Ward, plaintiff in this case, by the said Baldwin County Bank, whereas said note in the amount of One Hundred Sixty-six and 50/100 (\$166.50) Dollars with interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.

THOMPSON & WHITE

BY:

*[Signature]*  
Attorneys for plaintiff

FILED  
JAN 17 1963  
JAMES I. DUCK, CLERK  
RECEIVED

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 Ernest Hadley

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 \_\_\_\_\_

Ernest Hadley, Defendant \_\_\_\_\_

by James G. Ward

\_\_\_\_\_, Plaintiff \_\_\_\_\_

Witness my hand this 17 day of Jan 1962

Alice J. Luck, Clerk

Ex - 1-24-63

No. 5438

Page

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

JAMES G. WARD

Plaintiffs

vs.

ERNEST HADLEY

Defendants

Summons and Complaint

Filed

FILED

19

JAN 17 1963

ALICE I. DUCK, CLERK  
REGISTER

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Rabun Route

Bay Minette, Alabama

Received In Office

Jan 17, 1963

Sheriff.

I have executed this summons

this

1-24

1963

by leaving a copy with

Ernest Hadley

Sheriff claims 22 miles at

Ten Cents per mile Total \$ 2.20

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

W. A. Talbot

Deputy Sheriff.

Rabun

\$ 210.00

For value received, the undersigned promise(s) to pay to the order of BAY MINETTE, ALA., June 25, 19 62  
Two hundred sixteen & 00/100----- Dollars, or order, the sum of

payable in 8 installments of \$ 27.00 each, except the final installment which shall be \$ 27.00 : the first  
installment shall be due on July 25, 19 62, after date hereof, and one of such remaining installments shall be due on the

25th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid, with interest thereon from  
maturity at the rate of eight per cent per annum until paid.

Payable at Baldwin COUNTY BANK, Bay Minette, Alabama.  
In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.  
And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, guarantor, or any one of them.  
And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at or before the payment of this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and description, raised during the year 19\_\_\_\_ by us or under our direction, including all rents due or to become due as for the year 19\_\_\_\_ in Baldwin County, Alabama, or elsewhere. Also

C  
O  
P  
Y

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: \_\_\_\_\_  
No. 19447  
ed 26 Due \_\_\_\_\_

/s/ Ernest Hadley  
Ernest Hadley, Rabon Rt., Bay Minette,  
Alabama. L. S.

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

/s/ James G. Ward (Seal)  
James G. Ward, % The Sportsman,  
Bay Minette, Alabama (Seal)

Date:	Prin.	Int.	Bal.
7-28-62	27.00		189.00
9-4-62		2.00	189.00
9-29-62	27.00		162.00

1/8/63

4.50

Bal

3/29/63

169.03

# Laidlaw Contracting Co.

OFFICE & SHOP  
WOLF RIDGE ROAD  
MOBILE, ALA.

GENERAL CONTRACTORS  
MOBILE, ALABAMA

MAIL ADDRESS:  
2557 S. DURHAM DRIVE  
MOBILE, ALA.

February 15, 1963

Mrs. Alice J. Duck, Clerk  
Circuit Court  
Baldwin County  
Bay Minette, Alabama

Re: Garnishment, James G. Ward and Helen Ward,  
Plaintiff VS. Ernest Hadley, Defendant

Dear Mrs. Duck:

This is to advise that we have received the above  
garnishment in the amount of \$166.50 and are deducting  
25 per cent of this weekly from Ernest Hadley's check.

We will mail you the entire amount as soon as all  
of it has been deducted from his checks.

Very truly yours,

LAIDLAW CONTRACTING COMPANY

*Wallace R. Harper*

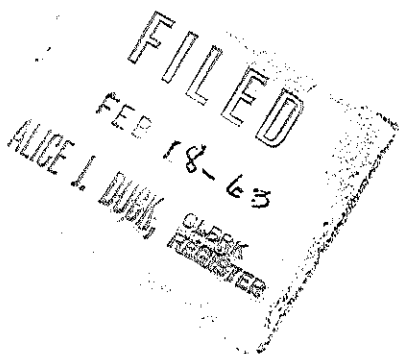
Wallace R. Harper

WRH:dr

Sworn and subscribed before me this 15th day of  
February 1963.

*Frank H. Weatherford*  
Frank H. Weatherford, Notary Public  
State of Alabama

My commission expires January 4, 1964.



THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, James G. Ward

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court  
of said County, against Ernest Hadley

for the sum of One Hundred Sixty-Six and 50/100 - - - Dollars and whereas, the said  
James G. Ward and Helen Ward

has entered into bond, and made affidavit by law that the said

Ernest Hadley

is indebted to James G. Ward in the sum of One Hundred Sixty-Six and 50/100

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such  
judgment as may be recovered by Plaintiff, and that Laidlaw Construction Company

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Laidlaw Construction Co.

to be and appear at the next term of the Circuit Court, to

be holden for the County of Baldwin, on \_\_\_\_\_, 19\_\_\_\_  
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at  
the time of making your answer, or at any time intervening between the time of serving the gar-  
nishment and making the answer, you were indebted to the defendant, and whether, you will  
not be indebted to him in the future by a contract then existing, and whether by a contract then  
existing, you are liable to him 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 pro-  
perty, and whether you have not in your possession or under your control money or effects be-  
longing to the defendant.

Witness my hand this 17 day of January, 1963

Ex-1-22-63

Alice J. Duck  
Clerk.

Hel

3532

h

No. 5438

**Circuit Court of Baldwin County**

JAMES G. WARD ~~XXXXXXXXXXXX~~  
~~XXXX~~

VS.

**Garnishment On Summons**

Ernest Hadley

Issued 17 day of Jan., 1963

224

Laidlaw Construction Co.  
Wolfridge road  
Mobile, Ala.

RECEIVED

JAN 21 1963

SHERIFF'S OFFICE  
Thompson & White

Plaintiff's Attorney

Received 17 day of Jan 1963

and on 29 day of Jan 1963

I served a copy of the within writ

on Laidlaw Const. Co.

By service on Mr. Weatherford

office manager

TAYLOR WILKINS, Sheriff

By H. H. Halley D.



State of Alabama  
BALDWIN COUNTY

TO ERNEST HADLEY, Defendant.....

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of  
JAMES G. WARD, Plaintiff.....

versus ERNEST HADLEY, Defendant.....

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

LAIDLAW CONSTRUCTION COMPANY

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 17  
day of Jan, 1943..

Alice J. Leach  
Clerk of the Circuit Court.

## BOND

The State of Alabama, }  
Baldwin County

## CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, James G. Ward and Helen Ward, d/b/a The Sportsman

are held and firmly bound unto Ernest Hadley

in the sum of Three Hundred Thirty-three and no/100 (\$333.00) DOLLARS,

to be paid to the said Ernest Hadley

his

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these Presents.

Sealed with our seals, and dated this 3 day of January, 1943

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound James G. Ward

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

the sum of One Hundred Sixty-six and 50/100 (\$166.50) Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Laidlaw Construction Company

summoning it to answer what it is indebted to said Defendant, or what effects of said Defendant it has in its possession, or under its control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as he may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and laws of Alabama, and we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

THE SPORTSMAN

James G. Ward (Seal)

Helen Ward (Seal)

(Seal)

Approved this 17 day of January

A. D., 1943

Alice J. Newick Clerk.

The State of Alabama

Baldwin County

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared James G. Ward

who, being duly sworn, doth depose and say that Ernest Hadley

indebted to him in the sum of One Hundred Sixty-six & 50/100 Dollars, and that he has commenced on suit by summons and complaint on said indebtedness against the said Ernest Hadley

and that Laidlaw Construction Company

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in its possession, or under its control, and that believe that process of Garnishment against the said Ernest Hadley

is necessary to obtain satisfaction of said claim; and that the said Laidlaw Construction Co. is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose of vexing or harassing said Defendant, or other improper motives.

Sworn to and subscribed before me this 17th day of January, 1962

Alice J. Duck, Clerk Circuit Court.

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No. 5438

THE STATE OF ALABAMA  
Baldwin County.

CIRCUIT COURT

Plaintiff

TO

Defendant

Bond and Affidavit in Garnishment  
on Summons

Filed this day of

19

Clerk.

Printed by Moore Pig. Co.