

4883

ZURICH INSURANCE COMPANY,	I	
		IN THE CIRCUIT COURT OF
Plaintiff,	I	
vs.	I	BALDWIN COUNTY, ALABAMA
	I	
JAMES L. PERRY,	I	AT LAW
	I	
Defendant.	I	

Comes now the Plaintiff in the above styled cause, by and through John Earle Chason, as one of the Attorneys of record, and moves the Court to enter a judgment by default in said cause and shows unto the Court as follows:

1. That a copy of the summons and complaint in said cause was served by the Sheriff of Baldwin County, Alabama, on the Defendant in said cause on October 3, 1961, and more than thirty days have elapsed since such service was had on the Defendant and he has failed to plead, answer or demur to said Complaint. Attached hereto and made a part hereof is the note signed by the Defendant which is the basis of this suit.

WHEREFORE, the Plaintiff moves that a judgment by default be rendered in favor of the Plaintiff and against the Defendant for the amount sued for in its Complaint and that the costs be taxed against the Defendant.

CHASON & STONE

FILED

NOV 3 1961

ALICE J. DUCK, CLERK
REGISTER

By: John Earle Chason
Attorneys for Plaintiff

ZURICH INSURANCE COMPANY,
Plaintiff,

vs.

JAMES L. PERRY,
Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

* * * * *

JUDGMENT BY DEFAULT

* * * * *

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

Dated at Edgewater, Florida on February 24 1960

\$ 797.99

FOR VALUE RECEIVED James L. Perry hereby promises to pay to the order of the Gulf Life Insurance Company at and for Zurich American Company, the sum of Seven Hundred Ninety Seven & 99/100

(\$ 797.99), payable in lawful money of the United States of America, with interest thereon at the rate of per cent. (%) per annum, from

 until paid, in the manner following, that is to say Twenty Nine & 100/100 Dollars on

February 26 1960 and Twenty Nine & 100/100 Dollars on the 25th

day of each and every month thereafter until the whole of said principal sum and interest has been fully paid.

Should default be made in the payment of any one of said installments, or of any part thereof, or of the interest thereon, the whole of the unpaid balance thereof, together with the interest thereon, may, at the option of the holder hereof, be declared immediately due and payable.

I acknowledge that the consideration for this note is a debt owing to the Gulf Life Insurance Company by the undersigned maker, arising through a loss paid by said Zurich American Company Company

as Surety, on his (or her) bond while he (or she) was employed as agent

by Gulf Life Insurance Company of

Jacksonville, Florida said loss having been caused by the willful

and dishonest misappropriation and/or the willful destruction of said employer's property by the undersigned maker:

In case suit is instituted to collect this note or any portion thereof, I promise to pay the additional sum of \$25.00 plus ten per cent. (10%) of the unpaid balance of principal and interest as attorney's fees in said suit.

Demand, presentment for payment, the defense of the Statute of Limitations, protest and notice of protest are hereby waived.

Witness my hand and seal this day above stated.

Robert R. Carter
(Witness)

x James L. Perry (L.S.)
(Maker)

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon James L. Perry 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 Zurich Insurance Company.

Witness my hand this 22 day of Sept, 1961.

Alice J. Duck
Clerk

ZURICH INSURANCE COMPANY

Plaintiff,

vs.

JAMES L. PERRY,

Defendant.

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT 1

The Plaintiff claims of the Defendant \$797.00 due by promissory note made by him on the 24th day of February, 1960 and payable in installments of \$25.00 a month beginning on the 26th day of February, 1960 and on the 25th day of each month thereafter until the whole of said principal sum and interest has been fully paid, which sum of money with interest thereon is still unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay an additional sum of \$25.00 plus 10% of the unpaid balance of said principal sum and interest, as attorney's fee in the event that suit is instituted to collect said note or any portion thereof and the Plaintiff claims of the Defendant the further and additional sum of \$125.00 as such attorney's fee.

FILED

SEP 22 1961

ALICE J. DUCK, CLERK
REGISTER

Chas. E. Stone
Attorney's for Plaintiff

Received 22 day of Sept 1964
and on 3 day of Nov 1964
I served a copy of the within S.C.
on James L. Perry

By service on _____

TAYLOR WILKINS, Sheriff
By [Signature] D. S.

[Signature]

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

ZURICH INSURANCE COMPANY,
Plaintiff,

vs.

JAMES L. PERRY,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

SUMMONS AND COMPLAINT

FILED

SEP 22 1964

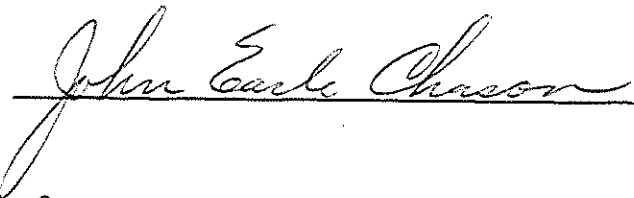
ALICE J. DUCK, CLERK
REGISTER

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Alice J. Duck, Clerk of the Circuit Court, in and for said County and State, personally appeared John Earle Chason, who being duly sworn, deposes and says that Zurich Insurance Company, on the 3rd day of November, 1961, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against James L. Perry for the sum of Nine Hundred Fifty-nine Dollars and Twelve Cents (\$959.12) and the further sum of Twenty-five Dollars and Twenty Cents (\$25.20) cost of said suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Hale Manufacturing Company, Inc., a corporation, has, or is believed to have in its possession or under its control, money or effects belonging to the Defendant, or that it has, or is believed to be indebted to the Defendant, or to be liable to the Defendant 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.



Sworn to and subscribed before me on
this the 27 day of August, 1962.



Clerk of the Circuit Court of Baldwin County,
Alabama.

STATE OF ALABAMA

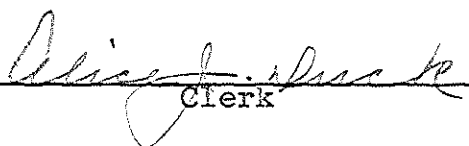
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

WHEREAS, John Earle Chason has made affidavit as required by law that Zurich Insurance Company, on the 3rd day of November, 1961, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against James L. Perry for the sum of Nine Hundred Fifty-nine Dollars and Twelve Cents (\$959.12) and the further sum of Twenty-five Dollars and Twenty Cents (\$25.20) cost of suit; and that he believes that the process of garnishment is necessary to obtain satisfaction of said judgment, and that Hale Manufacturing Company, Inc., a corporation, has, or is believed to have in its possession or under its control, money or effects belonging to the Defendant, or that it has, or is believed to be indebted to the Defendant, or to be liable to the Defendant 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.

These are therefore to command you, that you summon the said Hale Manufacturing Company, Inc., a corporation, to be and appear before 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 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 and seal as Clerk of said Court, this the 27 day of August, 1962.


Clerk

Ed-9-6-62

4883 1/2

Zurich Insurance Co

vs.

James L. Perry

Received 27 day of Aug 1962

and on 6 day of Sept 1962

served a copy of the within born
Hale Manufacturing Co,

service on Ans. B. B. B. B. B.
Office - 7/1/62.

TAYLOR WILKINS, Sheriff

By Richard L. Perry D. S.

J.oley

0017742

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF

THE HALE MANUFACTURING COMPANY

TELEPHONE WH 3-8611 — P. O. BOX 1556

FOLEY, ALABAMA

September 7, 1962

Miss Alice J. Duck, Clerk
Baldwin County Court House
Bay Minette, Alabama

Dear Miss Duck:

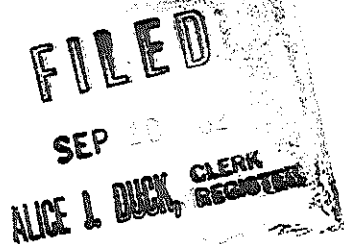
In order to confirm our conversation this morning,
I am writing you this letter to be put in your records as you
requested.

Mr. James L. Perry is an employee of the Hale Manufacturing
Company and we are indebted to him salary wise and will, as of
next week, deduct 25% of his salary for the writ of garnishment
served on us by your Court.

Sincerely yours,

THE HALE MANUFACTURING COMPANY

Sue Blackerby
(Mrs.) Sue Blackerby
Office Manager



ZURICH INSURANCE COMPANY,

Plaintiff,

vs.

JAMES L. PERRY,

Defendant,

HALE MANUFACTURING COMPANY,
INC., A Corporation,

GARNISHEE.

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

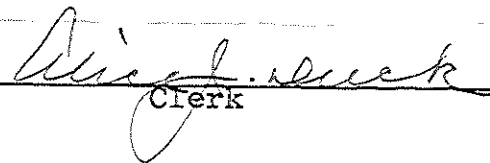
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

You are hereby commanded to notify James L. Perry that on the 27 day of August, 1962, a Writ of Garnishment in the above stated case was issued to Hale Manufacturing Company, Inc., a corporation, as Garnishee.

And you will return this Writ according to law.

Witness my hand this 27 day of August, 1962.


Clerk

EX- 9-6-62

180

4883 1/2

Zurich Insurance Co

VS

Received 27 day of Aug 1862 James L. Perry
and on 6 day of Sept
I served a copy of the within Notice
on James L. Perry

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

Deputy

Sheriff claims 72 miles at
Ten Cents per mile. Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY _____
DEPUTY SHERIFF