

4962

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Lonzia Smiley and Mary Lou Smiley 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 Jerome Jackson Boatwright.

Witness my hand this 1 day of December, 1961.

Alice J. White  
Clerk

64-11-2-62 - 12-5-61

JEROME JACKSON BOATWRIGHT,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
LONZIA SMILEY AND MARY LOU SMILEY,	X	
Defendants.	X	AT LAW

COUNT ONE:

The Plaintiff claims of the Defendants the sum of \$300.00 as damages for that, on to-wit: December 31, 1960 at or about 3:45 o'clock P. M. on U. S. Highway Number 31, North of Spanish Fort in Baldwin County, Alabama, the Defendant, Lonzia Smiley acting by and through his agent, servant or employee, the Defendant, Mary Lou Smiley, who was then and there acting within the line and scope of her authority as such agent, servant or employee, negligently drove an automobile into or against a motor vehicle owned by the Plaintiff, Jerome Jackson Boatwright, and as a proximate result of the negligence of such Defendants the motor vehicle owned by the Plaintiff was damaged in this:

the right rear fender was damaged, bent or broken; the right rear taillight was damaged, bent or broken; the rear bumper was damaged, bent or broken; the trunk lid was damaged, bent or broken; the right rear door was damaged, bent or broken; it was necessary to repaint much of the rear of the car, all to the damages of the Plaintiff in the sum above mentioned, hence this suit.

CHASON & STONE

FILED  
DEC 1 1961  
ALICE L. DUCK, CLERK  
REGISTER

By: John Earle Chason  
Attorneys for Plaintiff

EXECUTED

This 2 day of April, 1962  
by serving a copy of this within on  
Lonzia Smiley  
RAY D. BRIDGES, Sheriff  
By H. Davis D.S.

EXECUTED

This 3 day of Nov, 1961  
by serving a copy of this within on  
Mary Lou Smiley  
RAY D. BRIDGES, Sheriff  
By Geo Morris D.S.

RETURNED 12-11-61  
Lonzia Smiley  
Not found in my County after  
gent search and inquiry.  
RAY D. BRIDGES, Sheriff  
By G. Fitzpatrick

RECEIVED  
FEB 7 1962 DEC 4 1961  
SHERIFF'S OFFICE

294  
nu4962 3016

JEROME JACKSON BOATWRIGHT,  
Plaintiff,

VS.

LONZIA SMILEY and MARY LOU  
SMILEY,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

SUMMONS AND COMPLAINT

FILED  
DEC 1 1961  
ALISE J. DUCK, CLERK  
REGISTER

CHASON & STONE  
ATTORNEYS AT LAW  
BAY MINETTE, ALABAMA

POLICY NUMBER

BPA 554589

AGENCY AT

Baptiste, Ala.

AGENCY NUMBER

Baptiste Agency

## AUTOMOBILE

SWORN STATEMENT

in

## PROOF OF LOSS

AMOUNT OF POLICY

\$ 50.00 paid  
INCEPTION DATE

EXPIRATION DATE

INSURANCE CO.

BY YOUR POLICY OF INSURANCE ABOVE DESCRIBED YOU INSURED

Jerome Jackson Boatright

(HEREINAFTER CALLED THE INSURED) ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN AGAINST LOSS OCCASIONED BY  
Collision ON AUTOMOBILE DESCRIBED AS FOLLOWS:-

MODEL YEAR	TRADE NAME	TYPE OF BODY (IF TRUCK STATE TONNAGE)	NUMBERS
1956	Plymouth	4dr	SERIAL
PURCHASED BY INSURED		ACTUAL COST, INCLUDING EQUIPMENT	
MONTH	YEAR	NEW OR USED	CASH
TRADE IN ALLOWANCE \$		MOTOR	
DEFERRED BALANCE \$		STATE LICENSE	
TOTAL \$		6/1/56 5-107	

TIME AND ORIGIN: A LOSS TO THIS VEHICLE CAUSED BY Collision OCCURRED  
ON THE 31st DAY OF December, 1960 ABOUT THE HOUR OF 0 O'CLOCK M. THE FULL  
PARTICULARS OF WHICH ARE AS FOLLOWS:  
Adverse party hit rear of insured vehicle

(STATE WHERE AND HOW IT OCCURRED)

TITLE AND INTEREST: THE SAID AUTOMOBILE AT THE TIME OF THE LOSS OR DAMAGE BELONGED SOLELY TO

Jerome Jackson Boatright  
AND NO OTHER PERSON HAD ANY INTEREST THEREIN, BY CHATTEL MORTGAGE, SALE CONTRACT, OR OTHERWISE, EXCEPT AS FOLLOWS:  
No other interestTOTAL INSURANCE: AT TIME OF THIS LOSS THERE WAS NO OTHER INSURANCE ON SAID AUTOMOBILE, EXCEPT AS FOLLOWS:  
No other Insurance

USE: THE SAID AUTOMOBILE AT THE TIME THE LOSS OR DAMAGE OCCURRED WAS BEING OPERATED BY

Jerome Jackson Boatright  
AND BEING USED FOR THE FOLLOWING PURPOSES: Pleasure  
(STATE WHETHER RENTED, CARRYING PERSONS FOR A CHARGE OR USED FOR PLEASURE, BUSINESS OR COMMERCIAL PURPOSES;  
THE SAID AUTOMOBILE HAS NOT BEEN USED DURING THE TERM OF THIS POLICY FOR CARRYING PASSENGERS FOR A CHARGE

OR RENTED OR OPERATED FOR ANY ILLEGAL OR COMMERCIAL PURPOSE EXCEPT AS FOLLOWS

NOT otherwise used  
THE ACTUAL CASH VALUE OF THIS VEHICLE AND THE TOTAL INSURANCE THEREON AT THE TIME OF SAID LOSS, THE ACTUAL  
LOSS AND DAMAGE TO SAME BY SAID CASUALTY, AS SHOWN BY ANNEXED SCHEDULES, BILLS AND/OR ESTIMATES, THE AMOUNT OF  
INSURANCE EXTENDED BY THIS POLICY, AND THE AMOUNT CLAIMED UNDER THIS POLICY, ARE AS FOLLOWS:

WHOLE LOSS	AMOUNT NAMED IN	AMOUNT CLAIMED UNDER THIS POLICY
50.00	572314	575314
		AND NO MORE

THE SAID LOSS WAS NOT CAUSED BY ANY ACT, DESIGN OR PROCUREMENT ON THE PART OF THE INSURED, BY ANY ONE HAVING AN INTEREST IN THIS VEHICLE OR POLICY, NOR BY THIS AFFIANT. NOTHING HAS BEEN DONE BY, OR WITH, THE PRIVACY OR CONSENT OF THE INSURED OR THIS AFFIANT TO VIOLATE THE TERMS AND CONDITIONS OF THIS POLICY OR RENDER IT VOID. NO ARTICLES ARE MENTIONED HEREIN OR IN ANNEXED SCHEDULES, BILLS AND/OR ESTIMATES, OTHER THAN THOSE DAMAGED, DESTROYED OR STOLEN AND WHICH BELONGED TO SAID AUTOMOBILE AND WERE IN THE CUSTODY OR CONTROL OF INSURED WHEN SAID LOSS OCCURRED. NO PROPERTY SAVED HAS BEEN CONCEALED, IN ANY MANNER. NO ATTEMPT HAS BEEN MADE TO DECEIVE THE INSURER IN ANY MANNER AS TO THE CAUSE AND THE EXTENT OF SAID LOSS OR OTHERWISE

ANY OTHER INFORMATION THAT MAY BE REQUIRED WILL BE FURNISHED ON CALL AND CONSIDERED A PART OF THESE PROOFS. UPON PAYMENT OF CLAIM FOR TOTAL LOSS BY THEFT OF AUTOMOBILE ABOVE DESCRIBED THE INSURED DOES HEREBY TRANSFER, ASSIGN AND SET OVER UNTO THE INSURER ALL RIGHTS, TITLE AND INTEREST IN SAID AUTOMOBILE AND FURTHER, AGREES TO HELP THE SAID INSURER, OR PROPER AUTHORITIES TO IDENTIFY SAID AUTOMOBILE SHOULD IT BE FOUND, AND WILL RENDER ALL ASSISTANCE POSSIBLE IN ANY ENDEAVOR TO RECOVER THE SAID AUTOMOBILE OR TO APPREHEND THE THIEVES IN ACCORDANCE WITH POLICY CONDITIONS

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE FURNISHING OF THIS "PROOF OF LOSS" BLANK TO THE INSURED, OR ASSISTANCE IN MAKING UP THIS STATEMENT BY AN ADJUSTER OR ANY PERSON OTHERWISE AN AGENT OF THE COMPANY IS AN ACT OF COURTESY, AND IS NOT A WAIVER OF ANY RIGHTS OF SAID COMPANY.

WITNESS

8th DAY OF February

STATE OF Alabama COUNTY OF Mobile

BY

Jerome Boatright

THE INSURED

TITLE

# AUTOMOBILE PROOF OF LOSS

## STATEMENT OF LOSS

Amount of actual loss	203.14
Amount paid in policy	50.00
Amount claimed under policy	153.14

## POLICY CANCELLATION AGREEMENT

IT IS AGREED THAT UPON PAYMENT BY THE INSURANCE COMPANY OF THE CLAIM MADE HEREIN, THE POLICY OR CERTIFICATE OF INSURANCE UNDER WHICH IT IS MADE SHALL BE DEEMED CANCELLED. THE UNDERSIGNED FURTHER AGREES TO SURRENDER SAID POLICY OR CERTIFICATE OF INSURANCE IF IT IS OR HEREAFTER COMES INTO THE POSSESSION OF THE UNDERSIGNED WITHOUT AGAIN PRESENTING A CLAIM THEREUNDER.

WITNESS:	INSURED
ADDRESS:	BY:
WITNESS:	TITLE:
WITNESS:	LOSS PAYEE
ADDRESS:	BY:
	TITLE:

## INSURED'S RELEASE AND REQUEST FOR PAYMENT OF PROCEEDS OF POLICY

INSURANCE COMPANY IS HEREBY REQUESTED, AUTHORIZED AND EMPOWERED TO PAY, AT ITS OPTION, AS FOLLOWS:

TO Hackley Motor Co THE SUM OF \$ 153.14

TO \_\_\_\_\_ THE SUM OF \$ \_\_\_\_\_

TO \_\_\_\_\_ THE SUM OF \$ 153.14

TOTAL LOSS AND DAMAGE IN FULL SETTLEMENT AND SATISFACTION FOR ALL LOSS AND DAMAGE FOR WHICH CLAIM IS MADE IN THIS PROOF OF LOSS.

IN CONSIDERATION OF SUCH PAYMENTS, SAID COMPANY IS HEREBY DISCHARGED AND FOREVER RELEASED FROM ANY AND ALL FURTHER CLAIM, DEMAND OR LIABILITY WHATSOEVER FOR SAID LOSS AND DAMAGE, UNDER AND OR BY REASON OF SAID POLICY

WITNESS: <u>John H. Hoffstetter</u>	INSURED x <u>Jerome Bookwright</u>
ADDRESS: <u>Mobile, Ala</u>	BY:
WITNESS:	TITLE:
WITNESS:	LOSS PAYEE:
ADDRESS:	BY:
	TITLE:



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 Jerome Jackson Boatwright, on the 8th day of May, 1962, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Lonzia Smiley and Mary Lou Smiley for the sum of Two Hundred Three and Sixty-four One Hundredths Dollars (\$203.64) and the further sum of Nineteen and Fifty One Hundredths Dollars (\$19.50) cost of said suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Bender Ship Repair, Inc., a corporation, has or is believed to have in its possession or under its control, money or effects belonging to the Defendant, Lonzia Smiley, or that it is or is believed to be indebted to said Defendant, or to be liable to said 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.

John Earle Chason

Sworn to and subscribed before me  
this 9 day of February, 1965.

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

4962 1/2

Jerome Jackson Boatright

15

Lonzie Smiley

# BENDER

WELDING AND MACHINE COMPANY, INC.

265 South Water Street • P. O. Box 42

Mobile, Alabama

February 11, 1965

Circuit Court of Baldwin County  
Bay Minette, Alabama

Attention: Miss Alice J. Duck, Clerk

Gentlemen:

We have, this date, received notice to garnishee  
on our employee, Lonzia Smiley.

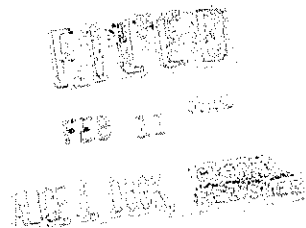
Deductions will start immediately, retaining 25%  
from each weekly pay period. At the end of each month  
we shall submit to your office a check for the amount  
deducted for that month.

Very truly yours,

BENDER WELDING & MACHINE CO., INC.

*Edith Griffin*  
(Mrs.) Edith Griffin, Off. Mgr.

EG:s





STATE OF ALABAMA

BALDWIN COUNTY

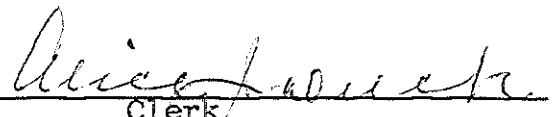
TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

WHEREAS, John Earle Chason has made affidavit as required by law that Jerome Jackson Boatwright, on the 8th day of May, 1962, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Lonzia Smiley and Mary Lou Smiley for the sum of Two Hundred Three and Sixty-four One Hundredths Dollars (\$203.64) and the further sum of Nineteen and Fifty One Hundredths Dollars (\$19.50), cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that, Bender Ship Repair, Inc., a corporation, has or is believed to have in its possession or under its control money or effects belonging to the Defendant, Lonzia Smiley, or that it is or is believed to be indebted to said Defendant, or to be liable to said 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 Bender Ship Repair, 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, Lonzia Smiley; 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 on this the 9 day of February, 1965.

EX-2-11-65

  
Clerk

Received 10 Day of Feb 1965  
and on 11 Day of Feb 1965  
I served a Copy of the within Garn  
on Bender Ship Repair

by service on Mrs. Griffin  
Anders  
RAY D. BRIDGES, Sheriff  
By D. Chambers

✓ 4962-1/2 2637  
Jerome Jackson Boatright  
vs.  
Lonzie Smiley T.  
Mary Lou Smiley  
11th  
Bender Ship Repair Mobile, Ala  
Garnishee  
Mrs Griffin Auditor

RECEIVED  
FEB 10 1965  
SHERIFF'S OFFICE

JEROME JACKSON BOATWRIGHT,	ⓧ	
Plaintiff,	ⓧ	IN THE CIRCUIT COURT OF
versus	ⓧ	BALDWIN COUNTY, ALABAMA
LONZIA SMILEY and MARY LOU SMILEY,	ⓧ	AT LAW
Defendants,	ⓧ	
BENDER SHIP REPAIR, INC.,	ⓧ	
a corporation,	ⓧ	
Garnishee.	ⓧ	

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETING:

You are hereby commanded to notify Lonzia Smiley that on the 9 day of February, 1965, a writ of garnishment in the above stated case was issued to Bender Ship Repair, Inc., a corporation, as garnishee.

And you will return this writ according to law.

Witness my hand this 9 day of February, 1965.

*Alfred J. Leach*  
Clerk

67-2-11-65

4967<sup>1</sup>/<sub>2</sub>

Jerome Jackson Boatright

vs.

Lonzio Smiley  
of Bender

Notice

Received 70 Day of Feb 1965  
and on 71 Day of Feb 1965  
I served a Copy of the within  
on Lonzio Smiley  
by service on RAY D. BRIDGES, Sheriff  
Ray D. Bridges