

5883  
CIRCUIT COURT, BALDWIN COUNTY

STATE OF ALABAMA }

Baldwin County }

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 14 day of September, 1965, being a regular day of said term, Earl Etheridge, d/b/a Etheridge Plumbing Company

recovered judgment against Elizabeth M. Stevens, alias Lizzie Bell Stevens

for the sum of Three Thousand Fifteen and 26/100 Dollars, and cost of suit, and affidavit having been made by C. Lenoir Thompson that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

Bacon-McMillan Veneer Manufacturing Co.

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 .....

Bacon-McMillan Veneer Manufacturing Co.

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the..... Monday in ..... A. D. 19....., then and there within the three first days of the..... Monday in ..... A. D. 19..... the service of the garnishment, or at the making..... its answer, or at any time intervening the time of serving 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 it 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 .....

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

Witness, ALICE J. DUCK, Clerk of said Court, this..... day of Aug, A. D., 1968

Issued ..... day of Aug, A. D., 1968

ATTEST:

Alice J. Duck, Clerk.

FRED F. SMITH, JR.

ATTORNEY AT LAW

III ELLIS AVENUE

ROOM 101

PRICHARD, ALABAMA 36610

December 7, 1966

P. O. BOX 10622

PHONE 457-9579

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

RE: Etheridge Plumbing Co. vs Eunice Stevens et al,  
Standard Furniture Co. Inc., Garnishee

Dear Mrs. Duck:

By agreement with Mr. Lenoir Thompson, the garnishment is to be discharged in the above styled cause.

Eunice Stevens has filed a voluntary bankruptcy in the U.S. District Court, Mobile, Alabama.

Please confirm the discharge of the garnishment with Mr. Thompson and give Eunice Stevens the garnishment release so that he can get straight with his employer.

Very truly yours,



Fred F. Smith, Jr.

FFS/s

cc: C. Lenoir Thompson  
Attorney at Law  
Bay Minette, Alabama

State of Alabama

BALDWIN COUNTY

TO Elizabeth Stevens, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of  
Earl L. Etheridge, d/b/a Etheridge Plumbing Co., Plaintiff,  
versus Eunice Stevens and Elizabeth W. Stevens, Defendant,

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

Bacon McMillan Veneer Mfg. Co.

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 20  
day of Oct, 1946

Alice J. Luck  
Clerk of the Circuit Court.

367

Ef:10-21-66

5783 1/2

20 day of Oct. 66  
on 21 day of Oct. 66  
a copy of this within Notice  
Elizabeth Stevens

TAYLOR WILKINS, Sheriff  
W. C. Tolbert

Received day of 19  
and on 21 day of Oct. 1967  
served a copy of the within Notice  
on Eunice Stevens

by service on  
TAYLOR WILKINS, Sheriff  
By Tolbert D. S.  
Stockton

Sheriff claims 22 miles at 20  
Ten Cents per mile Total \$ 2.20  
TAYLOR WILKINS, Sheriff  
Tolbert  
DEPUTY SHERIFF

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

Elizabeth Stevens  
Carl Etheridge d/b/a -  
Plaintiff.....

VS.

Elizabeth Stevens  
Notice  
Lost  
Service  
herein  
Defendant.....

THE STATE OF ALABAMA  
Baldwin County

Circuit Court

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State  
aforesaid C. Lemoir Thompson

who being duly sworn, on oath says, that a regular ..... Term

of the Circuit Court of Baldwin County, to-wit: on the 14 day of September

1965, Earl L. Etheridge, d/b/a Etheridge Plumbing Company

recovered a judgment against Eunice Stevens and Elizabeth W. Stevens

..... for the sum of  
Three Thousand Fifteen and 26/100 (\$3015.26) ..... Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that .....

Standard Furniture Mfg. Co., Inc.

supposed to be indebted to or have effects of the said Eunice Stevens

in ..... its ..... possession, or under ..... its ..... Control, and that he believes process of

Garnishment against said Eunice Stevens

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 20

day of Oct A. D. 1966

Alice J. Duck

369 Clerk.

C. Lemoir Thompson

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid C. LeNoir Thompson

who being duly sworn, on oath says, that a regular \_\_\_\_\_ Term

of the Circuit Court of Baldwin County, to-wit: on the 14th day of September

19 65, Earl L. Etheridge d/b/a Etheridge Plumbing Company

recovered a judgment against Eunice Stevens and Elizabeth W. Stevens

\_\_\_\_\_ for the sum of

Three Thousand Fifteen and 26/100 (\$3015.26) \_\_\_\_\_ Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

Bacon McMillan Veneer Mfg. Co.

supposed to be indebted to or have effects of the said Elizabeth W. Stevens

in its possession, or under its control, and that he believes process of

Garnishment against said Elizabeth W. Stevens

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 20

day of Oct. A. D. 1966

Alice J. Duck  
Clerk.

C. LeNoir Thompson

## STATE OF ALABAMA

Baldwin County

TO ELIZABETH STEVENS, alias LIZZIE BELL STEVENS, Defendant.....:

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

EARL ETHERIDGE, d/b/a ETHERIDGE PLUMBING COMPANY, Plaintiff.....

versus ELIZABETH W. STEVENS, alias LIZZIE BELL STEVENS, Defendant.....

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

Bacon-McMillanVeneer Manufacturing Co.

has..... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the .....

1 day of May, 1966

Rice J. Smith  
Clerk of the Circuit Court.

Return to Case order of atty

598317

Received 7 day of Aug 1968  
on day of  
served a copy of the within notice  
Elizabeth W. Stevens alias  
Lizzie Bell Stevens  
by service on

TAYLOR WILKINS, Sheriff

By

Return by Order  
of C Le Nori Thompson

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

Earl Ettridge

Plaintiff....

VS.

Elizabeth W. Stevens  
alias Lizzie Bell Stevens

Defendant....



THE STATE OF ALABAMA  
Baldwin County

Circuit Court

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State  
aforesaid C. LeNoir Thompson

who being duly sworn, on oath says, that a regular Term  
of the Circuit Court of Baldwin County, to-wit: on the 14 day of September  
1965, Earl Etheridge, d/b/a Etheridge Plumbing Company  
recovered a judgment against Elizabeth W. Stevens, alias Lizzie Bell Stevens

for the sum of  
Three Thousand Fifteen and 26/100 (\$3015.26) Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
Bacon-McMillan Veneer Manufacturing Co.

supposed to be indebted to or have effects of the said Elizabeth W. Stevens, alias Lizzie Bell  
Stevens  
in its possession, or under its Control, and that he believes process of  
Garnishment against said Elizabeth W. Stevens, alias Lizzie Bell Stevens  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 1  
day of Aug A. D. 19  
Alice J. Duck  
Clerk.

*C. LeNoir Thompson*

The State of Alabama,

Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the .....14.....day of.....September....., 19...65..., being a regular day of said term, Earl Etheridge, d/b/a Etheridge Plumbing Company.....

recovered judgment against Eunice Stevens and Elizabeth M. Stevens.....

for the sum of Three Thousand Fifteen and 25/100 Dollars, and cost of suit, and affidavit having been made by C. LeNoir Thompson..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Standard Furniture Mfg. Co., 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 .....

Standard Furniture Mfg. Co., Inc......

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the.....Monday in ..... A. D. 19....., 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 making.....its answer, or at any time intervening the time of serving 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 it 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.....

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

Witness, ALICE J. DUCK, Clerk of said Court, this..... day of.....A. D., 19.....

Issued .....20.....day of.....Oct......A. D., 19...66...

ATTEST:

Alice J. Duck, Clerk.

Received 20 day of Oct 1906  
and on 2~~1~~ day of Oct 1906  
served a copy of the within Law  
Standard Furniture

by service on Mr Jay

TAYLOR WILKINS, Sheriff  
By W. A. Tolbert

om

CIRCUIT COURT, BALDWIN COUNTY

No. 578 3 1/2

Earl Etheridge d/b/a  
Etheridge Plumbing Co.

VS. } GARNISHMENT ON JUDGMENT

Lance Stevens &  
Elizabeth Stevens

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Standard Furniture  
Co.

C. L. Thompson  
Attorney

The State of Alabama,

Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 14th day of September, 1965, being a regular day of said term, Earl Etheridge, d/b/a Etheridge Plumbing Company

recovered judgment against Eunice Stevens and Elizabeth W. Stevens

for the sum of Three Thousand Fifteen and 25/100 Dollars, and cost of suit, and affidavit having been made by C. LeNoir Thompson that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Bacon McMillan Veneer Mfg. Co.

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 .....

Bacon McMillan Veneer Mfg. Co.

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the.....Monday in ..... A. D. 19....., 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 making.....its answer, or at any time intervening the time of serving 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 it 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.....

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

Witness, ALICE J. DUCK, Clerk of said Court, this..... day of.....A. D., 19.....

Issued 20 day of Oct A. D., 1966.

ATTEST:

Alice J. Duck, Clerk.

inclosed 20 day of Oct 1966  
nd 21 day of Oct 1966  
served a copy of the within Garn.  
on Bacon-McMillan Mfg.

by service on Mrs. Hester  
By TAYLOR WILKINS Sheriff  
W. A. Tolbert  
Tolbert

Sheriff claims 22 miles at  
Ten Cents per mile Total \$2.20  
TAYLOR WILKINS, Sheriff  
BY W. A. Tolbert  
DEPUTY SHERIFF

CIRCUIT COURT, BALDWIN COUNTY

No. 5783 1/2

Earl Etheridge d/b/a.  
Etheridge Plumbing Co.

VS. } GARNISHMENT ON JUDGMENT

Junice Stevens  
Elizabeth D Stevens

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Bacon-McMillan Mfg.

C. L. Thompson  
Attorney

elved 2 day of Aug 19 68  
on \_\_\_\_\_ day of \_\_\_\_\_  
ived a copy of the within what  
Bacon-McMillan  
Leaver Mfg. Co.  
service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By \_\_\_\_\_ D. S.

Return by order  
of C LeRoy Thompson

CIRCUIT COURT, BALDWIN COUNTY

No. 5783 1/4

Earl Etheridge

VS. } GARNISHMENT ON JUDGMENT

Elizabeth W. Stevens  
alias Lizzie Bell Stevens

Bacon-McMillan Veneered  
Hardware

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Attorney

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 14 day of September, 1965, being a regular day of said term, Earl Etheridge, d/b/a Etheridge Plumbing Company

recovered judgment against Elizabeth W. Stevens, alias Lizzie Bell Stevens

for the sum of Three Thousand Fifteen and 26/100 Dollars, and cost of suit, and affidavit having been made by C. LeNoir Thompson that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

Bacon-McMillan Veneer Manufacturing Co.

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 .....

Bacon-McMillan Veneer Manufacturing Co.

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the.....Monday in ..... A. D. 19....., then and there within the three first days of the.....Monday in ..... A. D. 19..... the service of the garnishment, or at the making.....its answer, or at any time intervening the time of serving 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.....it 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 .....

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

Witness, ALICE J. DUCK, Clerk of said Court, this.....1 day of Aug, A. D., 1965  
Issued .....1 day of Aug A. D., 1965

ATTEST:

Alice J. Duck, Clerk.

SETTLEMENT, PETITION, PHYSICIAN'S CERTIFICATE, AND JUDGE'S ORDER OF  
APPROVAL, UNDER WORKMEN'S COMPENSATION LAW OF ALABAMA

APPROVED BY CHIEF JUSTICE SUPREME COURT OF ALABAMA, JANUARY 3, 1940

STATE OF ALABAMA,

County of Baldwin } ss.

IN THE MATTER OF COMPENSATION FOR INJURY

To Roy Hathcock

Employee.

Against Horace Kennedy

Employer.

SETTLEMENT  
AND  
PETITION.

5883

The undersigned being the only parties interested in the above entitled matter, hereby petition the Court for approval of the following agreement and settlement, and agree and represent to the Court as follows:

That they are subject to the provisions of the Workmen's Compensation Law of Alabama, as amend-

ed. That the said employee, aged 49, residing at Summerdale, Alabama

can

Alabama, who ~~cannot~~ read and understand the English language, did on the 21st day of  
May 19 62 on or about 8 o'clock P M., sustain injury by accident while

employed by said employer, which injury occurred near Summerdale, Alabama resulting in  
15% permanent partial disability of said employee and consisted of

(Specify disability extent and type)

compression fracture C 5 - 6, sprain right shoulder, fracture of the  
nasal bone and multiple abrasions

That said employee was receiving, at the time of injury, wages at the rate of \$ 75.00 per week.

Therefore, it is hereby agreed that the employee is entitled to and shall receive compensation for said  
injury from the employer beginning May 21, 19 62, at the rate of \$ 7.31

per week during disability payable as follows: \$598.42 has been paid to date and the  
balance in a lump sum payment of \$1,545.29

; all subject to the limitations  
of said Act, and the employee agrees to give proper receipts for each payment made hereunder.

The employee acknowledges that he has received to date medical and surgical treatment and benefits  
given by said Act and the employer agrees to continue to furnish the same, if any be necessary, to the ex-  
tent and in the manner required by said Act. The employee agrees to present himself for examination, or  
if physically unable to do so, to submit to examination by the physician or physicians designated by the  
employer, when requested.

This settlement is substantially in accordance with Sections 278 and 279 of the 1940 Code of Ala., as  
amended. When all payments hereunder have been made the employer shall be, and hereby is released  
from all claims on account of said injury, under said Act or otherwise. This settlement contains the whole  
agreement between the parties hereto.

Dated at Bay Minette,

Baldwin County, Ala., 19 63

Roy Hathcock

Employee.

Horace Kennedy

Employer.

By Donald F. Pierce

Donald F. Pierce as his attorney

STATE OF ALABAMA,

County of Baldwin } ss.

On this 23rd day of December, A. D. 19 63, before me, a Notary Public within

and for said County and State, personally appeared Roy Hathcock  
to me known to be the identical person described in and who executed the foregoing instrument as em-  
ployee, and acknowledged that the same is true; and that after reading the same or having the same read  
to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free  
act and deed and for the uses and purposes therein expressed, and as a full settlement of all claims on  
account of said injury.

FILED

DEC 23 1963

Ernest D. Blue  
Notary Public, Baldwin County, Alabama.

My commission expires 8-17-65

(Physician's Certificate on reverse should be executed and signed)  
ALICE J. DICK, REGISTER



(Physician's Certificate should be executed and signed in each case)

STATE OF ALABAMA,  
County of Mobile

ss.

PHYSICIAN'S CERTIFICATE

I, Lloyd W. Russell, residing at Mobile, Alabama

certify that I am a physician duly licensed to practice in the State of Alabama; that I professionally attended Roy Hathcock, the person described as employee in the foregoing instrument; that his injury and the nature and extent of his disability are as follows:

Loss of function in the neck, right knee and right shoulder, equivalent to a permanent partial disability of the body as a whole of approximately 15%.

Subscribed and sworn to before me this 19<sup>th</sup>  
day of December, 1963

Mobile

Notary Public,  
County, Alabama.

Lloyd W. Russell

M. D.

My commission expires

DEC 23 1965

STATE OF ALABAMA,  
County of Baldwin

ALICE I. DUCK CLERK  
REGISTER

IN THE CIRCUIT COURT.

IN THE MATTER OF COMPENSATION FOR INJURY

To Roy Hathcock

Employee.

ORDER  
APPROVING SETTLEMENT  
AND  
PETITION.

Against Horace Kennedy

Employer.

Upon reading and filing the foregoing joint petition, agreement, and settlement of the parties, and being fully advised in the premises, and it appearing that the allegations of said petition are true and that said settlement is substantially in accordance with the provisions of the Workmen's Compensation Law of Alabama.

IT IS ORDERED that the said petition, settlement, and release be, and the same hereby are approved, and that the parties in all things conform thereto.

Dated at Mobile, Alabama,

1963

Judge.

STATE OF ALABAMA

County of Baldwin

CIRCUIT COURT

IN THE MATTER OF COMPENSATION  
FOR INJURY

To Roy Hathcock

Employee.

Against Horace Kennedy

Employer.

SETTLEMENT AND PETITION AND  
ORDER APPROVING  
DISABILITY

Filed on this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in this office

Clerk.

Deputy.