

JOHN B. MATHERS, doing business
as MATHERS FURNITURE,

Plaintiff,

vs.

CECIL GODWIN,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

No. 6337

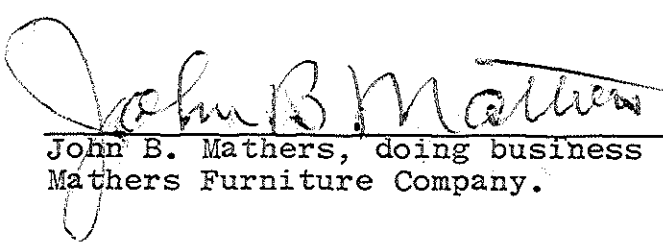
ANSWERS TO INTERROGATORIES

1. Yes.
2. Yes.
3. Yes.
4. I do not recall if anyone else was at my desk, however, there were others in the store at the time.
5. Yes.
6. The purchase of furniture and appliances.
7. Yes.
8. Yes.
9. See attached list.
10. Yes.
11. I do not recall. There were others in the store.
12. Yes.
13. Furniture and appliances purchased by him.
14. Yes.
15. Yes.
16. See attached list.
17. No.
18. Only after garnishment proceedings were instituted against him.
19. I did not refuse to take the merchandise back, in fact, we repeatedly went to Mr. Godwin's home and asked him to return the merchandise, which he refused to do until after garnishment proceedings were instituted against him.
20. Yes.
21. All my contracts carry a promissory note.
22. No.
23. New.

FILED

FEB 23 1965

ALICE J. DUCK, CLERK
REGISTER


John B. Mathers, doing business as
Mathers Furniture Company.

Before me, the undersigned authority, personally appeared John B. Mathers and upon being by me first duly and legally sworn did depose and say under oath as follows:

My name is John B. Mathers. I have read the foregoing answers to the interrogatories propounded to me by the Defendant in the above styled cause and the same are true and correct.

John B Mathers

Sworn to and subscribed before
me this 22nd day of February,
1965.

John Earl Chason
Notary Public, 1

FILED

FEB 28 1965

ALICE J. DUCK, CLERK,
REGISTER

MATHERS FURNITURE CO.

"Easiest Terms In Town"

501 DAUPHIN STREET PHONE 438-2766
MOBILE, ALABAMA

RE: CECIL GODWIN ACCOUNT

NOTE		PAYMENTS	BALANCE
5/19/64	\$ 411.12	2 @ 8.40 weekly 23 @ 16.00 monthly (1st)	\$ 411.12
6/17/64		16.00	395.12
8/1/64	(Extension Fee)	3.95	395.12

(Payment on 8/1/64, \$3.95, paid to Mason Plan for 30 day extension on account per agreement with Mr. Godwin and Mason Plan.)

2/5/63	\$ 530.00	26 @ 20.00 monthly (15th) 1 @ 10.00 final	530.00
2/8/63		10.00	520.00
3/2/63	489.96	Additional Purchase	1009.96
3/11/63		20.00	989.96
4/6/63		30.00	959.96
5/2/63	380.00	Additional Purchase 38 @ 35.00 monthly 1 @ 9.96	1339.96
6/5/63		35.00	1304.96
7/17/63		35.00	1269.96
8/20/63		45.00	1224.96
10/19/63		35.00	1189.96
11/20/63	12.70	(Our money advanced to Mason Plan for 1 month extension Per agreement with Mr. Godwin)	1202.66
12/4/63		29.50	1173.16
12/18/63		35.00	1138.16
2/4/64		35.00	1103.16
2/18/64		30.00	1073.16
3/18/64		35.00	1038.16
4/18/64		35.00	1003.16
6/4/64		30.00	973.16
10/26/64		25.00	948.16

JOHN B. MATHERS, d/b/a
MATHERS FURNITURE

PLAINTIFF

vs

CECIL GODWIN,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6337

INTERROGATORIES

Comes now the Defendant in the above styled cause and propounds the following interrogatories to the Plaintiff, John B. Mathers:

1. Is your name John B. Mathers?
2. Do you own the business known as Mathers Furniture?
3. With reference to the note described in Count One of the Complaint in this case, were you present when this note was signed?
4. Was any one else present at the time this note was signed?
5. Did you explain to Cecil Godwin that you were asking him to sign a promissory note?
6. What was the consideration for the promissory note described in Count One?
7. Has Cecil Godwin made any payments on this note?
8. If any payments have been made, has proper credit been given for the payments and are such credits reflected in the amount claimed in Count One?
9. List all payments made by amounts, and dates which were made on the promissory note described in Count One of your Complaint.
10. With reference to the note described in Count Two of the Complaint in this case, were you present when this note was signed?
11. Was any one else present at the time this note was signed?
12. Did you explain to Cecil Godwin that you were asking him to sign a promissory note?
13. What was the consideration for the promissory note described in Count Two?
14. Has Cecil Godwin made any payments on this note?
15. If any payments have been made, has proper credit been given for the payments and are such credits reflected in the amount claimed in Count Two?
16. List all payments made by amounts, and dates which were made on the promissory note described in Count Two of your Complaint.
17. Did Cecil Godwin advise you that he could not continue the payments on the furniture and merchandise which he had purchased from you?
18. Did he ask you to take the merchandise back?

19. Did you refuse to take the merchandise back, and if you did refuse, why did you refuse?
20. Do you normally sell merchandise on time through use of conditional sales contracts?
21. If you sell merchandise on time through conditional sales contracts, why did you require promissory note of Cecil Godwin?
22. Have these promissory notes described in Counts One and Two of the Complaint been recorded in any probate office? If they have been recorded, when and where are they recorded?
23. Was the furniture and appliances purchased by Cecil Godwin new or used merchandise?

WILTERS, BRANTLEY & NESBIT

By: Phyllis S. Nesbit

STATE OF ALABAMA

BALEWIN COUNTY

Personally appeared before me, the undersigned authority, Phyllis S. Nesbit, who being by me first duly sworn, deposes and says that she is one of the Attorneys of record for the Defendant in the above entitled cause, and that the answer to the above and foregoing interrogatories, if well and truly made, will be material evidence for the Defendant on a trial of this cause.

Sworn to and subscribed before me this 14th day of January, 1965.

1965.

FILED

JAN 21 1965

ALICE I. DUCK, CLERK
REGISTER

June B. Hader
Notary Public

I hereby accept service of a copy of the above interrogatories this 18th day of January, 1965.

The State of Alabama,
Mobile County

S. S.

Notary Public

PERSONALLY appeared before me, John E. Mandeville, Clerk of the Circuit /
Court of said County John B. Mathers
who maketh oath and sayeth, that Cecil Godwin

is indebted to John B. Mathers, doing business
as Mathers Furniture Company
in the sum of Thirteen Hundred Forty-three and 28/100 (\$1,343.28)----- Dollars, and that
Baldwin Supply Co., Inc., a corp.
is Supposed to be indebted to, or have
effects of the said Cecil Godwin

in its possession, or under its control, and that he
believes process of Garnishment against said Baldwin Supply Co., Inc.

is necessary to obtain satisfaction of said debt.

Sworn to and Subscribed the 1st. day

of December 19 64, before me.

Mary W. Mitchell Clerk.
Notary Public, Mobile County, Alabama.

John B. Mathers
JOHN B. MATHERS

The State of Alabama,
Mobile County

KNOW ALL MEN BY THESE PRESENTS, That we John B. Mathers

and John F. Murray and Harold Saye as Principal,
of the County of Mobile, are held and firmly bound unto Cecil Godwin
in the sum of Three Thousand and no/100 (\$3,000.00) ---- Dollars, to be paid to the said
Cecil Godwin, or his

Attorney, Executors, Administrators or Assigns; for which payment, well and truly to be made, we bind
ourselves and our heirs, executors or administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 1st. day of December
in the year of our Lord, one thousand nine hundred and sixty-four

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the above bounden
John B. Mathers hath the day of the
date hereof, prayed a summons of Garnishment at the suit of John B. Mathers, doing business
as Mathers Furniture Company against the estate of the above named
Cecil Godwin in the hands of
Baldwin Supply Co., Inc.

for the sum of Thirteen Hundred Forty-three and 28/100 Dollars, and hath obtained the same
returnable to the Circuit Court of Mobile County, to be held at the present term.

Now, if the said John B. Mathers shall prosecute
his suit to effect, and pay to the said Cecil Godwin
all such damage as he may sustain by the wrongful or vexatious
suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

(Seal)

(Seal)

(Seal)

6337
John B. Mathers, d/b/a
Mathers Furniture,

Plaintiff,

Vs.

Cecil Godwin,

Defendant.

INTERROGATORIES

John Earle Chason,
Attorney for Plaintiff

Wilters, Brantley & Nesbit
Attorneys for Defendant.

JAN 24 1965

ALICE A. DICK, CLERK
REGISTERED

No.

VS.

Oath and Bond for
Garnishment on
Complaint and Summons

Filed

17-15

19 64

Alfred J. ...

Clerk

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 Earl Chason, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That John B. Mathers, doing business as Mathers Furniture, did file on the 15th day of December, 1964, in the Circuit Court of Baldwin County, Alabama, a suit whereby he claims of the Defendant, Cecil Godwin, the sum of \$1,583.28; and he believes that process of garnishment is necessary to obtain satisfaction of any such judgment as may be rendered by the Circuit Court of Baldwin County, Alabama, and that Baldwin Supply 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 is, 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.

John Earl Chason

Sworn to and subscribed before

me on this the 15 day of

December, 1964.

Alice J. Duck

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

FILED
DEC 15 1964
ALICE J. DUCK, CLERK
REGISTER

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 John B. Mathers, doing business as Mathers Furniture, did file on the 15th day of December, 1964, in the Circuit Court of Baldwin County, Alabama, a suit against Cecil Godwin for the sum of \$1,583.28; and that he believes that process of garnishment is necessary to obtain satisfaction of any judgment which may be rendered and that Baldwin Supply 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 is 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 Baldwin Supply 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 had 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 the Circuit Court of Baldwin County, Alabama this 15 day of December, 1964.

64-12-17-64

53

Walter L. Cook
Clerk

John B. Mathers, doing
business as Mathers Furniture
Plaintiff

vs.

Cecil Godwin

Defendant

Served 15 day of December
at 17 day of Dec 1964
at Walt
Baldwin Supply
Co.
Mary J. Prochaska -
Berkshire
TAYLOR WILKINS
By Karlene Green
P. Green

50

3.00

CC

Serve: Baldwin Supply, Inc.
P. Gale

JOHN B. MATHERS, d/b/a
MATHERS FURNITURE

PLAINTIFF

vs

CECIL GODWIN

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

AMENDED ANSWER

Comes now the Defendant in the above styled cause and amends his answer heretofore filed in this cause by striking Pleas 1 and 2 and by adding:

3.

Not guilty.

4.

The Defendant avers that his signature on the notes sued on were procured by fraud. The Defendant avers that he cannot read or write and that at the time he signed these notes he was led to believe it was a contract, where in truth and fact, he was signing said notes.

WILTERS, BRANTLEY & NESBIT

By: 
Attorneys for Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6337

JOHN B. MATHERS, d/b/a
MATHERS FURNITURE

Plaintiff

vs

CECIL GODWIN

Defendant

Plaintiffs attorney is:
John EARL Chason of
CHASON, STONE & CHASON

Defendants attorney is:
Mrs. Phyllis S. Nesbit of
WILTERS. BRANTLEY & NESBIT

FILED
JUN 21 1966
ALBANY, ALA.

JOHN B. MATHERS, d/b/a
MATHERS FURNITURE,

Plaintiff,

vs.

CECIL GODWIN,

Defendant.

X

IN THE CIRCUIT COURT OF

X

X

BALDWIN COUNTY, ALABAMA

X

AT LAW

NO. _____

X

X

DEMURRER

Comes now the Plaintiff in the above styled cause by his attorneys and demurs to Plea 4 heretofore filed by the Defendant in said cause and shows unto the Court the following ground in support thereof:

1. That said plea does not aver any damage to the Defendant on account of the alleged fraud which induced the execution of the notes referred to.

CHASON, STONE & CHASON

By:

John Earle Chason
Attorneys for Plaintiff

FILED

SEP 15 1965

ALICE I. DUCK, CLERK
REGISTER

JOHN B. MATHERS, d/b/a
MATHERS FURNITURE

PLAINTIFF

vs

CECIL GODWIN

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6337

- o -

1.

Comes now the Defendant, Cecil Godwin, and for answer to Count One of the said Complaint says that the note upon which the action was founded, was not executed by him, or by any one authorized to bind him in the premises; and he makes oath that this plea is true.

2.

Comes now the Defendant, Cecil Godwin, and for answer to Count Two of the said Complaint says that he has paid the debt, or demand for the recovery of which this suit was brought, before this action was commenced.

Cecil Godwin
Defendant

WILTERS, BRANTLEY & NESBIT

By:

Phyllis S. Nesbit
Attorneys for Defendant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Phyllis S. Nesbit, a Notary Public, in and for said County, in said State, personally appeared Cecil Godwin, who, being known to me, and by me first duly sworn, deposes and says on oath; that he is the Defendant in the above entitled cause and has personal knowledge of the facts stated in the foregoing pleas and that the said statements of fact therein contained are true.

Cecil Godwin

Sworn to and subscribed before me, this the 12th day of January 1965.

FILED

MAY 18 1965

Alice L. Duck, Clerk
Register

Phyllis S. Nesbit
Notary Public, State of Alabama at Large

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

JOHN B. MATHERS, d/b/a
MATHERS FURNITURE

PLAINTIFF

VS

CECIL GODWIN

DEFENDANT

ANSWER

CHASON, STONE & CHASON

Plaintiff's Attorney

WILTERS, BRANTLEY & NESBIT
Robertsdale, Alabama

Defendant's Attorney

MAY 12 1985

ALICE J. DUCK, CLERK
REGISTER

JOHN B. MATHERS, d/b/a
MATHERS FURNITURE

PLAINTIFF

vs

CECIL GODWIN,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6337

Comes now the Defendant in the above styled cause and demurrers to the Plaintiff's Complaint and to each count thereof and assigns the following ground.

1. The Complaint fails to state a cause of action.

WILTERS, BRANTLEY & NESBIT

By: *Phyllis S. Nesbit*

Attorneys for Defendant

Defendant demands trial by Jury.

WILTERS, BRANTLEY & NESBIT

By: *Phyllis S. Nesbit*

Attorneys for Defendant

FILED
JAN 14 1965
ALICE I. DICK, CLERK
REGISTER

6837

jury

John B. Mathers, d/b/a
Mathers Furniture,

Plaintiff,

Vs.

Cecil Godwin,

Defendant.

DEMURRER

John Earle Chason,
Attorney for Plaintiff

Wilters, Brantley & Nesbit
Attorneys for Defendant

FILED

JAN 14 1965

ALICE I. DICK, CLERK
RECORDED

JOHN B. MATHERS, d/b/a
MATHERS FURNITURE

PLAINTIFF

vs

CECIL GODWIN,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Comes now the Defendant in the above styled cause and moved the
Court to compel, by order, the Plaintiff to produce, before the trial,
the following papers or documents in their possession or power, which are
necessary and material to the trial of said cause and containing evidence
pertinent to the issues of said trial, to-wit:

1. Promissory note dated March 2, 1963, in the amount of \$948.16
made to the order of Mathers Furniture by Cecil Godwin.
2. Promissory note dated May 19, 1964, in the amount of \$385.02
made to the order of Mathers Furniture by Cecil Godwin.

WILTERS, BRANTLEY & NESBIT

By: Phyllis S. Nesbit

Attorneys for the Defendant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, June B. Haden, a Notary Public, in and for
said County, in said State, personally appeared Phyllis S. Nesbit, known to
me, who being duly sworn, deposes and says that she is one of the attorneys
of record for the defendant in the foregoing cause, and as such has knowledge
of the facts set out in the foregoing motion; that the documents therein
described contain evidence pertinent to the issues in this cause and that
they are necessary and material to a proper disposition of this cause.

Sworn to and subscribed before me this 14th day of January,
1965.

FILED
JAN 14 1965

TO JOHN EARLE CHASON, Attorney for the Plaintiff

Please take notice that the above and foregoing motion will be called
to the attention of the Judge of the Circuit Court of Baldwin County, Alabama,
on the 21st day of January, 1965.

Presented to the undersigned Judge on the 14th day of January, 1965.

6337
John B. Mathers, d/b/a
Mathers Furniture,

Plaintiff,

Vs.

Cecil Godwin,

Defendant.

MOTION

John Earle Chason,
Attorney for Plaintiff

Wilters, Brantley & Nesbit
Attorneys for Defendant

FILED
JAN 14 1965

ALICE J. DICK, CLERK
REGISTER

**Baldwin
Supply
Company**

Lumber and Building Materials

PAINTS • COAL • BUILDERS HARDWARE

P. O. DRAWER AA • ROBERTSDALE, ALABAMA • PHONE WI 7-2482

December 18, 1964

Mrs. Alice J. Duck
Circuit Clerk
P. O. Box 239
Bay Minette, Alabama

Dear Mrs. Duck:

This is to acknowledge that I have received notice of garnishment of Mr. Cecil Godwin an employee of Baldwin Supply Company.

His base pay, after subtracting government deductions is \$47.04. According to my instructions I am to deduct 25% (or) \$11.76 and mail said check to you.

Please understand that sometimes he has extra time that would make this amount more and there are times that he would not work full time and this would make the amount less.

If the above is not correct please advise me promptly.

Yours very truly,

BALDWIN SUPPLY CO.

Michael W. Baldwin
Michael W. Baldwin

MWB:mjp

FILED
DE. 19. 64
ALICE J. DUCK, CLERK
REGISTER

JOHN B. MATHERS, Doing business
as MATHERS FURNITURE,

Plaintiff,

vs.

CECIL GODWIN,

Defendant,

BALDWIN SUPPLY COMPANY, INC.,
A Corporation,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to notify Cecil Godwin that on the
15th day of December, 1964, a Writ of Garnishment in the above
styled cause was issued to Baldwin Supply Company, Inc., a corpora-
tion, as Garnishee.

And you will return this Writ according to law.

WITNESS my hand on this the 15 day of December, 1964.

EX-12-17-64

Calvin J. Luck
Clerk

6337

John B. Mathers, doing
business as MATHERS
FURNITURE

Plaintiff

vs.

Cecil Godwin

Defendant

Baldwin Supply Company, Inc.
a Corp.

Garnishee

Received 15 day of Dec
and on 17 day of Nov
I received of the within
Cecil Godwin

Value on

Handwritten signature
R. L. Gads

Sheriff claims 50 miles of
Ten Cents per mile Towels 5.00
TAYLOR WILKINS, Sheriff
BY CC
DEPUTY SHERIFF

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 Cecil Godwin 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 John B. Mathers, doing business as Mathers Furniture.

Witness my hand this 15 day of December, 1964.

Alice L. Cook
Clerk

JOHN B. MATHERS, Doing
business as MATHERS
FURNITURE,

Plaintiff,

vs.

CECIL GODWIN,

Defendant.

§

§

IN THE CIRCUIT COURT OF

§

§

BALDWIN COUNTY, ALABAMA

§

AT LAW

§

6337

§

COUNT ONE

The Plaintiff claims of the Defendant Nine Hundred Forty-eight Dollars and Sixteen Cents (\$948.16) due by promissory note made by him on the 2nd day of March, 1963, and payable on, to-wit: December 10, 1964, together with interest thereon.

Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise and the Plaintiff claims of the Defendant the further and additional sum of One Hundred Seventy-five Dollars (\$175.00) as such reasonable attorney's fee.

Plaintiff further avers that in, by and as a part of said note the Defendant waived as to this debt or any renewal thereof all rights to exemption under the Constitution and the laws of Alabama as to personal property, and the Plaintiff claims the benefit of such waiver.

COUNT TWO:

The Plaintiff claims of the Defendant the sum of Three Hundred Eighty-five Dollars and Twelve Cents (\$385.12) due by promissory note made by him on the 19th day of May, 1964, and payable on, to-wit: December 10, 1964, together with interest thereon.

Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise and the Plaintiff claims of the Defendant the further and additional sum of Seventy-five Dollars (\$75.00) as such reasonable attorney's fee.

Plaintiff further avers that in, by and as a part of said note the Defendant waived as to this debt or any renewal thereof all rights to exemption under the Constitution and laws of Alabama, as to personal property, and the Plaintiff claims the benefit of such waiver.

By: John Earle Chason
Attorneys for Plaintiff

FILED

DEC 15 1964

ALICE L. DUCK, CLERK
REGISTER

EX-12-17-64

Received 15 day of Dec 1964
and on 17 day of Dec 1964
served copy of the within Cecil Godwin

by service on _____

TAYLOR WILKINS Sheriff
Cecil Godwin
R'dale

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS Sheriff
BY CC
DEPUTY SHERIFF

Case No-6337

JOHN B. MATHERS, Doing business as
MATHERS FURNITURE,

Plaintiff,

vs.

CECIL GODWIN,

R'dale

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW
