

THE STATE OF ALABAMA  
Baldwin County

Circuit Court

TO: FLORENCE PRAHL

6468

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, as such time and place as you may appoint, to call before you and examine JAMES HODGES

a witness in behalf of JAMES HODGES in a cause pending in our  
Circuit Court in Baldwin County, of said State, wherein

JAMES HODGES , Complainant  
and

JAMES H. TURBERVILLE Respondent  
on oath, to be by you administered, upon JAMES HODGES  
to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness 26 day of

May

, 1965

Reice J. Neuch  
Register

Commissioner's Fee, \$

Witness' Fees, \$

The State of Alabama,

Baldwin County.

Circuit Court of Baldwin County, Alabama

(In Equity)

JAMES L. HODGES

Complainant

VS.

JAMES H. TURBERVILLE

Respondent

I, Florence Prahl

as Register and Commissioner

have called and caused to come before me James L. Hodges

witness named in the Requirement for Oral Examination, on the day of

19, at the office of Wilters, Brantley &amp; Nesbit

in Robertsedale, Alabama, and having first sworn said Witness is to speak the truth,

the whole truth, and nothing but the truth, and said. James L. Hodges

doth depose and say as follows:

Q: Is your name James L. Hodges?

A: Yes it is.

Q: Did you sign a note executed by James H. Turberville?

A: Yes.

Q: Was it dated Feb. 27, 1963 and payable to Chemstrand Employees Credit Union?

A: Yes.

Q: What was the amount of this note?

A: \$1,275.00.

Q: Did James H. Turberville fail to make the payments on this note?

A: He made a few payments and quit.

Q: Were you called on to make the balance of these payments?

A: Yes I was.

Q: How much did you pay?

A: \$543.83.

Q: Who made the ink notation across the face of this note?

A: An employee of the Credit Union where this note was paid.

Q: Does James H. Turberville now owe you \$543.83 for money you paid for his use under this note?

A: Yes.

Mr. Brantley offers in evidence as Plaintiffs Exhibit "A" a note dated Feb. 27, 1963 payable to Chemstrand Employees Union in the sum of \$1,275.00 executed by James H. Turberville and co-signed by James L. Hodges and Bessie R. Carpenter.

James L. Hodges

FILED

MAY 27 1963

ALICE A. BRY, CLERK

ORAL EXAMINATION

I, Lorance Brall, as Register and Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down by me in writing in the words of the witness and read over to him and he signed the same in the presence of myself and Mrs. Phyllis I. Nesbit & L. West M. Crantley at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness or had proom made before me of the identity of said witness; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 26th day of May, 1915  
Lorance Brall (L. S.)

No. _____	Page _____
The State of Alabama	
Baldwin County	
In Circuit Court, In Equity	
VS.	Complainant
Respondent	
Oral Deposition	
Filed _____, 19____	Register
Recorded in _____	Record
Vol. _____	Page _____
_____	Register

## NOTE

Employee's No. 9516Effective Date of Note FEB 27 1963 19

S. \$1275.00  
 For value received, the undersigned jointly and/or severally, promise to pay to the CHEMSTRAND EMPLOYEES' CREDIT UNION the sum of \$ 1275.00 with interest on unpaid balance at the rate of one (1) per cent per month, payable in 36 installments of \$ 36.00 each, the first payment to be made on 3-10-63 and a like amount each month thereafter until the full amount has been paid.

 COLLATERAL: ☐ Signature ☐ Shares ☒ Signature and Cosigner(s) ☐ Other
☐ Automobile

make

year

ID No.

In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder.

Each party to this note, whether as maker, indorser or guarantor, severally waives presentment for payment, demand, protest and notice of protest and dishonor of the same. This note becomes due and payable upon termination from the CHEMSTRAND COMPANY.

It is further agreed by each party hereto, that in case payments shall not be made at maturity, he shall pay the costs of collection or attorney's fee in an amount equal to twenty per cent of the principal and interest due on this note, but such charge in no event to be less than ten dollars.

I/We, the undersigned, do hereby pledge all paid shares and payments on shares which I/we have now or hereafter may have in this credit union as security for this loan and do further pledge, assign, transfer and set over any salaries and/or wages from the CHEMSTRAND COMPANY (employer) and in addition, do pledge, assign, transfer and set over any monies due me/us for Vacation Pay and/or accrued to my/our credit in the Retirement Plan; and the CHEMSTRAND EMPLOYEES' CREDIT UNION is hereby authorized to give such notice to said employer as may be necessary to make this assignment operative. This pledge and assignment is given to secure the payment of this loan and interest and costs that may accrue thereon, and I/we hereby authorize the Treasurer to apply any or all such paid shares and payments on shares to the payment of said loan and interests and costs.

ALL SIGNATURES MUST BE IN INK!

Mrs. Betty L. Hotal  
 Signature of Witness

Signature of Borrower

Address

Paul W. Bostley  
 Witness

Signature of Cosigner

Address

Mary Ann Raley  
 Witness

Cosigner

Address

FILED

Witness

Cosigner

Address

PN 403.03.02

 ALICE L. DICK, CLERK  
 REGISTER

JAMES L. HODGES,

X

Plaintiff,

X

vs.

X

IN THE CIRCUIT COURT OF

JAMES H. TURBERVILLE,

X

BALDWIN COUNTY, ALABAMA

Defendant.

X

LAW SIDE

THOMAS EARLE,

X

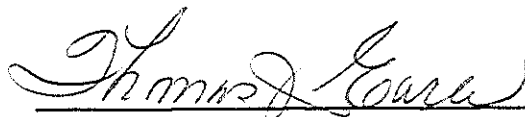
6468

Garnishee.

X

Comes Thomas Earle, the Garnishee in the above styled cause and makes this his answer, under oath, that at the time of the service of this garnishment and at the time of making this answer and at any time intervening between the time of serving the garnishment and making this answer he was not indebted to the Defendant, James H. Turberville, and he will not be indebted to him in the future by a contract now existing and he is not liable to the Defendant 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 he does not have in his possession or under his control money or effects belonging to such Defendant.

For further answer to such Writ of Garnishment the garnishee says that such Defendant is now indebted to him in the sum of \$432.67; that such Defendant is now employed by him but he expects such employment to be terminated within the next week or ten days and he doubts seriously whether he will be able to get from such Defendant the amount that such Defendant is indebted to him.

  
As Garnishee

Sworn to and subscribed

before me this 24<sup>th</sup> day

of April, 1965.

  
Notary Public, Baldwin County, Alabama

FILED

APR 26 1965

ALICE A. DUCK, CLERK  
REGISTER

THE STATE OF ALABAMA,  
BALDWIN COUNTY

## CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, JAMES L. HODGEShas commenced suit by Summons and Complaint returnable to the next term of the Circuit Court  
of said County, against JAMES H. TURBERVILLEfor the sum of Five Hundred Forty-three and 83/100 Dollars and whereas, the said  
JAMES L. HODGES

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

JAMES H. TURBERVILLEis indebted to JAMES L. HODGES in the sum of \$543.83Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such  
judgment as may be recovered by Plaintiff, and that THOMAS EARLEBlacksher Road - BayMinette, Alabama

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said

THOMAS EARLE

to be and appear at the \_\_\_\_\_ 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 12 day of April, 196564-4-13-65Alice J. Luck  
Clerk.

RECEIVED

APR 12 1965

TAYLOR WILKINS  
SHERIFF

Received 12 day of April 1965  
on 13 day of April 1965  
Received a copy of the within Sam  
Thomas Earle  
Service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By W A Solbert D.S.

Blockshare

Sheriff claims 60 miles at

Ten Cents per mile Total \$ 6.00

TAYLOR WILKINS, Sheriff

BY W A Solbert  
DEPUTY SHERIFF

No. 6468

Circuit Court of Baldwin County

James L. Hodges

VS.

Garnishment On Summons

James H. Turberville

Thomas Earle - garnishee

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

Witters, Brantley & Nesbit  
Plaintiff's Attorney

## STATE OF ALABAMA

Baldwin County

TO JAMES H. TURBERVILLE, Defendant.....:

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

JAMES L. HODGES, Plaintiff.....

versus JAMES H. TURBERVILLE, Defendant.....

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

Thomas Earle-Blacksher Road, Bay Minette.....

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

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

12th day of April, 1965

*Alice J. Duck*  
Clerk of the Circuit Court.

300

84-4-13-65



CASE NO. 6468

**NOTICE**

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

JAMES H. TURBERVILLE

JAMES L. HODGES

Plaintiff....

VS.

JAMES H. TURBERVILLE

Defendant....

Received 12 day of April 1965  
and on 13 day of April 1965  
served a copy of the within Notice  
on James H. Turberville  
by service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By W A Tolbert D. S.

Blackburn

Sheriff claims 60 miles at

Ten Cents per mile Total \$ 6.00

TAYLOR WILKINS, Sheriff

BY W A Tolbert  
DEPUTY SHERIFF



2.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED FORTY-THREE and 83/100 DOLLARS (\$543.83) due from him for money paid by the Plaintiff for the Defendant on to-wit, the 28th day of January, 1965.

3.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED FORTY-THREE and 83/100 DOLLARS (\$543.83) due from him for money paid by the Plaintiff for the Defendant on to-wit, the 28th day of January, 1965, at his request.

WILTERS, BRANTLEY & NESBIT

BY:

*Thyler S. Nesbit*  
Attorney for the Plaintiff

FILED  
APR 12 1965  
ALICE J. DUCK, CLERK  
REGISTER

64-4-13-65

CASE NO. 6468

JAMES L. HODGES,

Plaintiff

vs:

JAMES H. TURBERVILLE,

Defendant.

Received 12 day of April 1900.  
And on 13 day of April 1900.  
I served a copy of the within etc  
on James H. Turberville  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W. A. Salient D.  
Blackstone

Sheriff claims 60 miles at  
Ten Cents per mile Total \$6.00  
TAYLOR WILKINS, Sheriff  
BY W. A. Salient  
DEPUTY SHERIFF

Wilters, Brantley & Nesbit

## BOND

The State of Alabama, }  
Baldwin County

## CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JAMES L. HODGES and J. O. WITTare held and firmly bound unto JAMES L. TURBERVILLEin the sum of Five Hundred Forty-three and 83/100 (\$543.83) DOLLARS,to be paid to the said JAMES H. TURBERVILLE

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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

JAMES L. HODGES

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said JAMES H. TURBERVILLE

the sum of Five Hundred Forty-three and 83/100 (\$543.83) Dollars,  
and has \_\_\_\_\_ on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

THOMAS EARLE

summoning him \_\_\_\_\_ to answer ~~why~~ whether he is indebted to said Defendant, or what effects of said Defendant he has \_\_\_\_\_ in his possession, or under his 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 they hereby severally certify that they have property free from all incumbrance, to the full amount of the above bond.

X James L. Hodges (Seal)  
X J. O. Witt (Seal)  
\_\_\_\_\_  
(Seal)

Approved this 12 day of Apr A. D., 1967

Alfred J. Alcock Clerk.

The State of Alabama

Baldwin County

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

in and for said County, personally appeared Phyllis S. Nesbit, Attorney for  
James L. Hodges

who, being duly sworn, doth depose and say that

James H. Turberville is

indebted to James L. Hodges the sum of \$543.83 Dollars,

and that she has commenced on suit by summons and complaint on said indebtedness  
against the said James H. Turberville

and that Thomas Earle, Blacksber Road, Bay Minette, Alabama

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in his  
possession, or under his control, and that they believe that process of Garnishment against the said  
Thomas Earle

is necessary to obtain satisfaction of said claim; and that the said Thomas Earle  
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 12 day of April, 1965  
Alice J. Duck, Clerk Circuit Court.

116

No.

THE STATE OF ALABAMA  
Baldwin County.

CIRCUIT COURT

JAMES L. HODGES

Plaintiff

TO

JAMES H. TURBERVILLE

Defendant

Bond and Affidavit in Garnishment  
on Summons

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Clerk.

Printed by Moore Ptg. Co.