

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charles J. Lindsey, Jr. 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 the Baldwin County Bank, a Corporation.

Witness my hand, this the 3 day of ~~October~~^{April}, 1966.

Alvin J. J. J.
CLERK

BALDWIN COUNTY BANK,
A CORPORATION,

PLAINTIFF

VS

CHARLES J. LINDSEY, JR.

DEFENDANT

) IN THE CIRCUIT COURT

) BALDWIN COUNTY, ALABAMA

) AT LAW

) NUMBER: 7438

.....

The Plaintiff claims of the Defendant the sum of EIGHT-HUNDRED THIRTY-FIVE and TWENTY/100 (\$835.20) DOLLARS, due by promissory note made by him on the 4th day of June, 1966 and payable on the 4th day of July, 1966 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

W. L. Hay
Attorney for Plaintiff

EX-5-2-67

FILED

'APR '8 1967

ALICE L. DICK, CLERK
REGISTER

1
Received 3 day of May 1967
and on 2 day of May 1967
served a copy of the within to
on Charles J. Lindsey Jr.
by service on _____

TAYLOR WILKINS, Sheriff

By W. A. Lathrop, Jr.

~~TURNED 4-7-67
found in my County after dili-
gent search and inquiry.
RAY D. BRIDGES, Sheriff
J. Thomas D. B.~~

APR 5 8 05 AM '67

REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.

sh
7/43
Baldwin County Bank

vs.

Charles J. Lindsey Jr.
5217 S. Borden Dr.
Mobile,
→ Had car motor @
Bryantville

FILED

APR 3 1967

CLERK
J. THOMAS D. B.

W. H. Hays

HAYES & WILKINS

LAWYERS

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

WILSON HAYES
TAYLOR D. WILKINS, JR.

TELEPHONE 937-5506

May 22, 1968

MRs. Alice J. Duck
Clerk
Circuit Court
Baldwin County
Bay Minette, Alabama

Re: Baldwin County Bank vs
Charles J. Lindsey, Jr.

Dear Mrs. Duck:

Please dismiss the garnishment filed in this
cause against L&N Railroad Company.

I would be obliged if you would send the notice
of release of the garnishment to

L&N Railroad Company
Foot of Government Street
Mobile, Alabama

Attn: Mrs. Mason

Yours very truly,


Wilson Hayes

WH/rkh

cc: Mr. B. F. Stokes, III
Lawyer
P. O. Box 293
Mobile, Alabama 36601

RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: BALDWIN COUNTY BANK, A CORP.
vs. Plaintiff.

CHARLES J. LINDSEY, JR.
Defendant.

To: L & N. RAILROAD
GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 28th day of May, 19 68

CLERK.

State of Alabama

BALDWIN COUNTY

Charles J. Lindsey, Jr.

Defendant

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

BALDWIN COUNTY BANK, a Corporation, Plaintiff

versus CHARLES J. LINDSEY, JR., Defendant

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

L&N RAILROAD

has been named as Garnishee

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 27 day of March, 1948

Alice J. Dick
Clerk of the Circuit Court.

received 27 day of Mar 19 68
 and on 10 day of May 19 68
 served a copy of the within Notice
 on Chas. J. Lindsey Jr
 By service on 5.

TAYLOR WILKINS, Sheriff

By W. A. Belcher

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

BALDWIN COUNTY BANK, A CORP.,

Plaintiff.....

VS.

CHARLES J. LINDSEY, JR.,

Defendant.....

Wilson Hayes, Atty.

7438 1/2

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 Wilson Hayes

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

of the Circuit Court of Baldwin County, to-wit: on the 2nd day of October

19 67, Baldwin County Bank, a Corporation

recovered a judgment against Charles J. Lindsey, Jr.

_____ for the sum of
ONE-THOUSAND SIXTY-THREE & NO/100 (\$1,063.00) Dollars

besides costs of suit; ^{of \$26.50} that said judgment remains wholly unsatisfied and in full force and effect: that
L&N Railroad

supposed to be indebted to or have effects of the said Charles J. Lindsey, Jr.

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

Garnishment against said Charles J. Lindsey, Jr.

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 27

day of March A. D. 1968

Alice J. Duck
Clerk.

W H Hayes
263

NO. _____

CIRCUIT COURT

VS.

AFFIDAVIT Garnishment on Judgment

Filed this _____ day of _____, 19____

Clerk.

MOORE PRINTING CO., BAY MINETTE, ALA.

Docket No. 7438-1/2

C. J. Lindsey)
Defendant)
vs) Circuit Court of Baldwin County, Alabama
Baldwin County Bank)
Plaintiff)

ANSWER OF LOUISVILLE AND NASHVILLE RAILROAD COMPANY, Garnishee

Comes now the Louisville & Nashville Railroad Company, a corporation, Garnishee named in writ of garnishment on judgment entered by this Honorable Court in the above styled cause, and makes this answer by and through Esther W. Mason, Clerk to the Superintendent, its agent hereunto duly authorized, who has personal knowledge of the facts stated herein, and who, for answer to the writ of garnishment served upon the garnishee on April 1, 1968; states,

That at the time of the service of said writ of garnishment, garnishee was indebted to the defendant in the sum of \$177.90 (One hundred seventy-seven and Ninety-One Hundred Dollars); that garnishee will be indebted to the defendant in an additional undetermined amount, depending upon the hours he worked during the first period of April, 1968; that it cannot accurately ascertain the said sum due until the employe of the garnishee, located in Louisville, Ky., charged with the responsibility therefor, calculates the said amount; that this information should be obtained by April 26, 1968 but will not be due until April 29, 1968.

That the garnishee does not have any effects of the defendant at the time of service of the writ, or since, either in its possession or under the control of the garnishee.

Garnishee avers that any further indebtedness to the defendant will be for wages earned by the defendant, and pursuant to the provisions of Title 7, Section 630 of the Code of Alabama of 1940, seventy five percent of such wages will be exempt from garnishment. Subject to the orders of this Court and subject to the provisions of Title 7, Section 630, Alabama Code of 1940, garnishee will withhold twenty five percent of defendant's future wages until the amount of the judgment and costs are paid or until the employment of defendant with garnishee is terminated.

LOUISVILLE & NASHVILLE RAILROAD COMPANY

By Esther W. Mason
Its Clerk to the Superintendent.

Sworn to and subscribed before me this
the 24th day of April 1968

J. E. Thomas Jr.
Notary Public, Mobile County, Alabama

Notary Public, Alabama, State at Large
My commission expires Oct. 22, 1968
Bonded by Transamerica Insurance Co.

FILED

APR 25 1968

ALICE J. DUCK CLERK
REGISTER

EL 265



LOUISVILLE & NASHVILLE RAILROAD COMPANY

Office of the Superintendent
Mobile, Alabama.

May 29, 1968

Circuit Court of Baldwin County
Bay Minette, Alabama.

Case No. 7438-1/2
Baldwin County Bank
vs
C. J. Lindsey, Jr.

Gentlemen:

In connection with "Writ of Garnishment" notice dated April 1, 1968 involving the above parties, release of garnishment was received in my office today.

Attached is Louisville & Nashville Railroad Company's draft No. 327 dated May 29, 1968 in the amount of \$159.98, which amount is that withheld from Mr. Lindsey's pay drafts, between April 1st, 1968 and May 15, 1968. There was no withholding from Mr. Lindsey's first period May 1968 pay draft, as release was received prior to the distribution of that period pay draft, therefore, withholding was not made.

Will you kindly acknowledge receipt.

Yours very truly,

W. T. Dudley
Superintendent

cc Mr. J. J. Kleier.