

W. P. LANSDON and
AGNES LANSDON,

Plaintiffs,

vs.

UNIVERSAL EQUIPMENT COM-
PANY, INC., A Corporation,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7448

DEMURRER:

Comes now the Defendant in the above styled cause, by its attorneys, and demurs to the Complaint heretofore filed against it and to each count thereof, separately and severally, and assigns the separate and several grounds in support thereof:

1. The Complaint failes to state a cause of action.
2. The allegations of the Complaint are vague, indefinite and uncertain.
3. The allegations of the Complaint are the conclusions of the pleader.

Respectfully submitted,

CHASON, STONE & CHASON

By: [Signature]
Attorneys for the Defendant.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 11th day of May 1967.

[Signature]

FILED

MAY 11 1967

ALF L. WALK, CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Universal Equipment Company, Inc., A Corporation, to appear and plead, answer or demur within thirty days from the service hereto to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama,

Witness my hand this the 5 day of Apr, 1967.

DeLoach
Clerk

* * * * *

W. P. LANSDON and
AGNES LANSDON,

Plaintiffs,

VS.

UNIVERSAL EQUIPMENT COM-
PANY, INC., A Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7448

COUNT ONE:

The Plaintiffs claim of the Defendant FIFTEEN HUNDRED NINETY-FIVE and 88/100 (\$1,595.88) DOLLARS due from it by account on the 2nd day of July, 1966, which sum of money with the interest thereon, is still unpaid.

COUNT TWO:

The Plaintiffs claim of the Defendant FIFTEEN HUNDRED NINETY-FIVE and 88/100 (\$1,595.88) DOLLARS due it for money on the 2nd day of July, 1966, received by the Defendant for the use of the Plaintiffs, which sum of money, with interest thereon, is still unpaid.

COUNT THREE:

The Plaintiffs allege that on the 2nd day of July, 1966, they entered into an agreement with the Defendant for the purchase of washing machines and other equipment associated with a laundrymat and they paid to the Defendant for a down payment the sum of FIFTEEN HUNDRED NINETY-FIVE and 88/100 (\$1,595.88) DOLLARS. The Defendant knew that the purchase of the equipment was dependent upon the Plaintiff's leasing from Russ Ambrose a portion of his building in Robertsedale, Alabama to be used as a laundrymat. The Plaintiffs further allege that through no fault of their own they were unable to lease from Russ Ambrose as contemplated and they so informed the Defendant and rescinded the contract. The Defendant has expended no effort on the contract agreed to return the Plaintiffs' money. The Plaintiffs further show unto the court that they have repeatedly requested the Defendant to return their money but that the Defendant has failed to do so. Hence the Plaintiffs claim of the Defendant the sum of FIFTEEN HUNDRED NINETY-FIVE and 88/100 DOLLARS with interest thereon from the 2nd day of of July to date.

WILTERS, BRANTLEY & NESBIT

BY: 

Attorneys for Plaintiff

The Defendant can be served on its agent
at S. Lavaughn Skipper in
Butler County, Garland, Alabama

EX-4-9-67

FILED
JUL 11 1967
FBI - GARLAND

RECEIVED

APR 5 1967

TAYLOR WILKINS
SHERIFF

No. 7444

W. R. Lonsdon and
Agnes Lonsdon

VS.

Universal Equipment Co.
Inc. a corp

Exhibit by Service
Copy on Damages
Shipper. This 4-9-67.

H. N. Stanford



WILKINS T. D. B. H. L. H.

200. 144 5 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 Harry J. Wilters, Jr.

who being duly sworn, on oath says, that a regular Term
of the Circuit Court of Baldwin County, to-wit: on the 24th day of October
19 67, W. P. Lansdon and Agnes Lansdon

recovered a judgment against Universal Equipment Company, Inc., a Corp.

for the sum of
ONE THOUSAND FIVE HUNDRED NINETY FIVE AND 88/100- - - - - - Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
Lewis G. Shaver, Atmore, Alabama

supposed to be indebted to or have effects of the said Universal Equipment Company, Inc., a Corp.
in his possession, or under his control, and that he believes process of
Garnishment against said Lewis G. Shaver, Atmore, Alabama
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 6th

day of April A. D. 19 70

Alice J. Duck
Clerk.

Harry J. Wilters, Jr.

NO. _____

CIRCUIT COURT

VS.

AFFIDAVIT Garnishment on Judgment

Filed this _____ day of

_____, 19____

Clerk.

STATE OF ALABAMA

Baldwin County

TO UNIVERSAL EQUIPMENT COMPANY, INC., A CORP., Defendant.....:

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

W. P. LANSDON & AGNES LANSDON, Plaintiff.....,versus UNIVERSAL EQUIPMENT COMPANY, INC., A CORP., Defendant.....,

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

Lewis G. Shaver, Atmore, Ala.

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

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

6th...day of ...April....., 19...70..

Alice J. Black
.....
Clerk of the Circuit Court.

Send on

S. Loughlin Skipper
agent for

Universal Equipment

Butler County, Ala

Garland, Ala

Rec. 4/7/70

Dyer Wilkins
Sheriff

April 12 - 1970

Executed by Sheriff
Copy on Loughlin Skipper

Sheriff H. W. Stanford
by Parker Worthington

Miler 50

7213. 7448 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

UNIVERSAL EQUIPMENT CO., INC., A K.

CORP.

W. P. LANSDON & AGNES LANSDON

Plaintiff....

VS.

UNIVERSAL EQUIPMENT CO., INC.

Defendant....

Harry J. Wilters, Jr.

W. P. LANSDON AND AGNES
LANSDON,

PLAINTIFF,

VS.

UNIVERSAL EQUIPMENT CO., INC.,
A CORPORATION,

DEFENDANT.


LEWIS G. SHAVER,

GARNISHEE.

X IN THE CIRCUIT COURT OF
X BALDWIN COUNTY, ALABAMA.
X
X
X
X
X
X

Comes Lewis G. Shaver, the garnishee, in this cause,
and for answer to the writ of garnishment served upon him in
this case, says:

He was not indebted to the defendant at the time of the
service of the writ or at the time of making this answer thereto;
that he will not be indebted to the defendant in the future by a
contract now existing; and that he has not in his possession or
under his control any property of any kind belonging to the
defendant.


Lewis G. Shaver

STATE OF ALABAMA X
BALDWIN COUNTY X

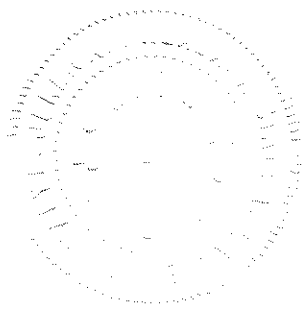
Before the undersigned authority this day personally
appeared Lewis G. Shaver, who being first duly sworn, deposes
and says, that he is the Garnishee in the above named cause;
that he has knowledge of the facts and matters set forth in
the foregoing answers to the writ of garnishment served upon
him; and that the same are true.



Sworn to and subscribed before me this 22nd day of
April, 1970.


Notary Public

My Commission Expires November 10, 1973



FILED

APR 30 1970

ALICE J. DUCK CLERK
REGISTER

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 24th day of October, 1967, being a regular day of said term, W. P. Lansdon and Agnes Lansdon

recovered judgment against Universal Equipment Company, Inc., a Corporation

for the sum of ONE THOUSAND FIVE HUNDRED NINETY FIVE and 88/100- - - - Dollars, and cost of suit,

and affidavit having been made by Harry J. Wilters, Jr. that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

Lewis G. Shaver

has or is believed to have in his possession, or under his control money or effects belonging to said defendant..... or that he 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

Lewis G. Shaver

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.....his answer, or at any time intervening the time of serving the garnishment, and making the answer.....he was indebted to said defendant and whetherhe will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existinghe 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 whetherhe has not inhis possession or underhis control money or effects belonging to the defendant Universal Equipment Co., Inc.,

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

Witness, ALICE J. DUCK, Clerk of said Court, this.....6th day of April, A. D., 1970.

Issued6th day of April, A. D., 1970.

ATTEST:

Alice J. Duck, Clerk.

No. 7448 1/2

Delivered on Service
St. John's April
16, 1970

W.D. Byrne, Sheriff
Jail

Sheriff's Claims.....
miles in executing this
.....64.....at 10c per

6.40

W.D. Byrne Sheriff
Bristol, Ala.