

LONE STAR CEMENT CORPORATION,)

Plaintiff,)

VS.)

JAMES W. HOWELL,)

Defendant.)

IN THE CIRCUIT COURT OF

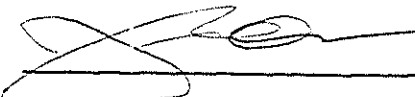
BALDWIN COUNTY, ALABAMA


AT LAW

STATE OF ALABAMA)

BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn deposes and says: That he is the attorney for the plaintiff in the above styled cause; that he obtained a judgment for the plaintiff in this cause on February 28, 1968, in the amount of \$11,328.78; that there are several other judgments or pending actions against the said defendant in large sums of money; that an execution should be issued before the time prescribed in Section 508 of Title 7 because it is very likely the defendant will dispose of his assets within the next ten days so that plaintiff would be unable to collect the said judgment unless an execution is issued on said judgment.


Sworn to and subscribed before me
on this the 28th day of February, 1968.


Notary Public, Baldwin County, Alabama

FILED

FEB 28 1968

ALICE J. DUCK

CLERK-
REGISTER

LONE STAR CEMENT CORPORATION,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
JAMES W. HOWELL,)	AT LAW
)	
Defendant.)	

MOTION FOR SUMMARY JUDGMENT

Now comes Lone Star Cement Corporation, the plaintiff in the above styled cause, and moves the court for a summary judgment against James W. Howell, who resides in Baldwin County, Alabama, in the amount of Eleven Thousand Three Hundred Twenty-eight and 78/100 Dollars (\$11,328.78) for that the said James W. Howell was heretofore attorney for plaintiff, the said Lone Star Cement Corporation, and as such attorney he did on, to-wit, September 25, 1967, collect from Howard Rhodes and Latham Rhodes the said sum of Eleven Thousand Three Hundred Twenty-eight and 78/100 Dollars (\$11,328.78) which said sum the said James W. Howell has failed to pay to plaintiff on demand made by James R. Owen, as its attorney, in writing to said James W. Howell, therefor, together with penalties as provided for in Title 7, Section 622 of the Code of Alabama.

Plaintiff further shows to the court that heretofore on to-wit, February 23, 1968, written demand for the delivery of said sum of money to plaintiff or its attorney was served upon the said James W. Howell and that he has failed and refused to comply with such demand.

LONE STAR CEMENT CORPORATION

By 
As its Attorney

Sworn to and subscribed before me
on this the 28th day of February, 1968.


Notary Public, Baldwin County, Alabama

FILED

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ALICE J. DUCK CLERK
REGISTER