

LAW OFFICES OF
JOSEPH GORDON BENNETT
2 MACY PLACE
MOBILE, ALABAMA 36604

DIAL 473-7850

POST OFFICE BOX 4154

March 26, 1968

The Clerk,
Circuit Court of Baldwin County,
Bay Minette, Alabama.

Re:- Circuit Court of Mobile Case #23,922
ABC FENCE INDUSTRIES
Vs.
LEONARD B. GILES, et al

Dear Sir:-

This case on motion of attorney for defendant
has been transferred to the Circuit Court of Baldwin
County, Alabama.

I am sending the same on to Mr. Elliott G.
Rickarby who is my correspondent in Baldwin County.

He will take care of it from now on.

Yours very truly,

J. G. Bennett

JGB:rw

CECIL G. CHASON

Attorney at Law

January 15, 1969

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

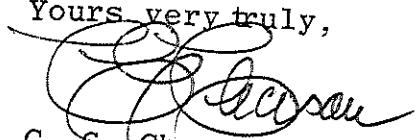
Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Re: ABC Fence Industries
vs. Leonard B. and
Bessie M. Giles

Dear Mrs. Duck:

I have previously withdrawn from this case, so
please indicate on the records on the docket.

Yours very truly,


C. G. Chason

CGC:jc

cc: Mr. E. G. Rickarby
Attorney at Law
Fairhope, Alabama 36532

Mr. Leonard B. Giles
P. O. Box 104
Summerdale, Alabama 36580

8069

ABC FENCE INDUSTRIES,
a Corporation,

Plaintiff,

VS.

LEONARD B. GILES and
BESSIE M. GILES,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

Comes the Plaintiff in the above-styled case,
by its attorney, E. G. RICKARBY, and shows to this Court
that Defendants have been served and this case has been
transferred from Mobile County, to Baldwin County, Ala-
bama, over thirty (30) days ago, and the Defendant has
filed no Answer to the Plaintiff's Complaint;

WHEREFORE, Plaintiff moves that a Judgment
Nil Dicit be rendered against the Defendant for his
failure to answer.

E. G. RICKARBY, Attorney for
Plaintiff.

Our File No. 68-99

Your File No.

LAW OFFICES
E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

CODE 205
Telephone: 923-9836
Mailing Address
P. O. BOX 471

April 10, 1968

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: ABC Fence Industries vs. Giles

This case has been transferred from Mobile to Baldwin County.

Request you put this Motion in the case, and oblige.

Yours very truly,



EGR/jlb

Encl.

~~cc Mr. Cecil Mason,~~
~~Attorney for Defendant~~

4-19-68

cc Mr. Giles

MORE OR LESS MATERIAL OTHER THAN AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATES.

The Company, hereinafter called Company, proposes to sell material and/or labor to the person or persons hereinafter called Customer. More or less material other than amount contracted for will be debited or credited at current rates.

ACCEPTANCE: This entire proposal, when accepted by the Credit and Engineering Departments of the Company at its main office, becomes a contract between two parties and is not subject to cancellation.

AS OWNERS of the property to be improved, I/we promise to pay for all material, labor, building permits and finance fees as contracted for at current rates and if placed in the hands of an attorney for collection, I/we promise to pay all attorney fees plus the usual 8% penalty for past due accounts. In case payment is not made as specified in (Terms of Payment) the Company reserves the right to repossess all materials delivered to the jobs without recourse.

The customer hereby authorizes the company to arrange with a qualified contractor to install the fence material on said property in accordance with said plat for the price herein set forth for labor, and the company to pay said contractor his charges for installation upon completion thereof.

The undersigned customer hereby assumes full responsibility for location of the line upon which said material is to be installed and agrees to hold the company and the contractor harmless from all claims arising from questions of survey of said property or location of said lines, and from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material.

NOTICE: If contract is changed after the erection crew delivers the material or if undue delay is caused the company, there will be a \$7.50 per hour charge for all time lost.

IF PAYMENT is made to a salesman it must be shown on the contract and a receipt received. The company will issue an official receipt for all monies received at its main office. This receipt will be mailed to the customer. The company will not be responsible for monies not received for in this manner. The Plans and Instructions on reverse side of this Contract are a part of the CONTRACT. PLEASE READ YOUR PLAN.

You, as the PROPERTY OWNER ARE SOLELY RESPONSIBLE FOR LOCATING PROPERTY LINE. We DO NOT survey your property or REMOVE EXISTING OLD FENCES AND SHRUBS.

In submitting this proposal, it is assumed that there is no underlying ROCK on the PROPERTY which will necessitate DRILLING or BLASTING, or any other UNUSUAL CONDITIONS involving EXTRA LABOR in the erection of this fence. Should any of the above conditions be encountered or should any CHANGES be made by customer after SHIPMENT is made, CHARGE WILL BE MADE covering the actual cost of such work plus TEN PER CENT.

When erection is SUSPENDED at the CUSTOMER'S REQUEST, the EXPENSE of TIME and TRAVEL to return to complete the job is to be CHARGED TO CUSTOMER.

Before the work of installation is commenced PURCHASER SHALL FURNISH the company with the LOCATION and CHARACTER of any UNDERGROUND WIRES, PIPES, SEWERS, CONDUITS, OBSTRUCTIONS, CONDITIONS or RESTRICTIONS of any nature which might interfere with or be damaged by the company's work or be the cause or occasion of injuries or other damage. IF PURCHASER SHALL FAIL TO DO SO, Purchaser agrees to release, indemnify, save harmless and defend the company from and against all LIABILITY, LOSS, DAMAGE and EXPENSE caused or occasioned thereby.

In the event that the fulfillment of this contract is not completed within 30 days—that material and labor completed shall be due and payable each and every 30 days as work progresses.

All cash jobs are due 10 days net after completion or before. It is agreed that unpaid balances after 10 days will be subject to 1% per month interest charges. Until balance is paid in full.

NO CONDITIONS, AGREEMENTS or STIPULATIONS, VERBAL or OTHERWISE, save those mentioned above shall be recognized.

ABC Fence Industries

Home Office
P. O. Box 4236 — Phone 479-1485
1920 St. Stephens Road — Mobile, Alabama

Beauty - Quality - Economy

PROPOSAL TO LEONARD B Giles

ADDRESS P.O. Box 104 Summer Dale Ala Zone

LOCATION _____

DATE 8-1-67

SOURCE OF LEAD 7-21-67

TELEPHONE NUMBER _____

JOB LOG NO. MA572

Price as quoted by Mr. R.M. Shell on 7/13/67

SPECIFICATIONS: All work will be performed in a workmanlike manner and in accordance with standard practice. All posts set in concrete.

Total Height 4'

Post Spaced 10

Style Fence #1CL

Gauge ☐ 9 ☒ 11

Knuckled ☒ XXXXXX

Safeguard ☐ XXXXXX

TERMS

Cash Upon Completion ☒

45 DAYS ? Budget ☐

Check Caption Preferred

Top Rail ☒ 1 3/8" O.D.

Line Post ☒ 1 5/8" O.D.

End Post ☒ 2 1/2" O.D.

Corner Post ☒ 2 1/2" O.D.

Walk Gate Post ☒ 2 1/2" O.D.

Drive Gate Posts ☒ 2 1/2" O.D.

Gate Frames ☒ 1 3/8" O.D.

KEY
Fence to be erected _____
Tie-ons (Get permission) X
Terminal post O
Existing fence XXXXXX
Walk gate 5
Double gate 5
Clothes post location must be shown on plan.
Indicate if sides are shared.

Additional Specifications

Top Rail O.D.

Line Post O.D.

End Post O.D.

Corner Post O.D.

Walk Gate Post O.D.

Drive Gate Posts O.D.

Gate Frames O.D.

Gate Ornaments: ☐ Boxers ☐ Scrolls Terminal Post Ornaments: ☒ Ball Top ☐ Horseheads ☐ Bee Hives

☒ Cockers ☐ Name Scroll ☐ Horses

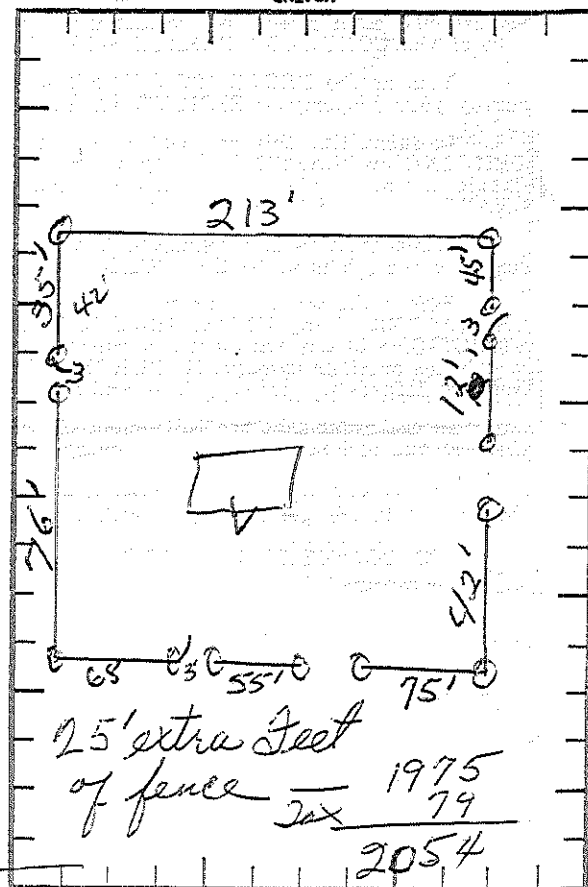
Top Rail of Fence to Follow Ground ☒

Be Level With Lowest Grade ☐

Be Level With Highest Grade ☐

SKETCH

621'	Fence				490.58
14	Ter				98.00
3-3'	W. Gates				45.00



Total \$ 633.58

Sales Tax 25.34

Down _____

TOTAL 658.92

20.54

679.46

Contract Specification on Back Are Part of This Contract. Please Read.

ACCEPTED Leonard B Giles

X Bessie M Giles

I Have Read Conditions on Back and agree to the Conditions Stated.

FOR YOUR PROTECTION

ON PAYMENTS TO US, USE CHECK OR MONEY ORDER PAYABLE TO COMPANY AS SHOWN ON HEADING OF THIS SALES CONTRACT.

(DO NOT PAY BY CURRENCY)

ABC FENCE INDUSTRIES

Salesman Shirley Mattering

Sales Manager D. D. Shell

Accepted for Credit Department _____

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, AT LAW

CASE NO. 23922 -

J.G. BENNETT

ABC FENCE INDUSTRIES

N.J.

VS. Suit for \$679.46 for breach of agreement.
WAIVER

CECIL G. CHASON
Foley, Alabama 36535

LEONARD B. GILES and BESSIE M. GILES

PLEADINGS, PROCESS, ETC,

* FILING DATE *

1. Complaint & Summons

* 10-24-67 *

* C & S served on Defendants on November 20, 1967. *

2. Plea in Abatement

* 12-19-67 *

* March 22, 1968 - Plea in Abatement sustained and case ordered transferred
* to the Circuit Court of Baldwin County, Alabama for
* disposition. Roy Mayhall, Judge - - - - - 36-895 *

I, JOHN E. MANDEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court.

In Witness whereof I have hereunto set my hand and attached my Official Seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 25th day of March 1968.


John E. Mandeville Clerk

FILED
MAR 27 1968
J. DUCK
CLERK
REG.

ABC FENCE INDUSTRIES,	)	IN THE CIRCUIT COURT
a Corporation,	)	OF
PLAINTIFF,	)	MOBILE COUNTY, ALABAMA
Vs.	)	AT LAW
LEONARD B. GILES and)	
BESSIE M. GILES,	)	Case No. <u>23922</u>
DEFENDANTS.)	

COUNT ONE

The Plaintiff claims of the Defendants the sum of \$679.46 for breach of agreement entered into by them on to-wit, the 1st. day of August 1967 by which they promised to pay to the Plaintiff the sum of \$679.46 on September 15, 1967 and that the Defendants breached said contract by failure to pay as agreed and under the terms of the agreement waived all rights of exemptions under the constitution and laws of the State of Alabama and agreed to pay Plaintiff a reasonable attorney's fee in the event of default and it was necessary to employ an attorney to collect said amount due, which the Plaintiff claims in addition to the amount of contract, WHEREFORE PLAINTIFF SUES.


 J. G. Bennett,
 Attorney for Plaintiff.

Defdts' Address:-

P. O. Box 104,
 SummerDale, Alabama.

STATE OF ALA. MOBILE CO.
 I CERTIFY THIS PLEADING
 WAS FILED ON

OCT 24 8 27 AM '67


 CLERK

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

LEONARD B. GILES and BESSIE M. GILES

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of

ABC FENCE INDUSTRIES

WITNESS: John E. Mandeville, Clerk of said Court, this 24th day of OCTOBER, 1967

Attest:

John E. Mandeville
Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____
by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

RECEIVED DEPT. OF
MOBILE COUNTY, ALA.
OCT 23 1967
BY

Sheriff claims 120 miles at
Ten Cents per mile Total \$ 12.00
TAYLOR WILKINS, Sheriff
BY Carlisle Children
DEPUTY SHERIFF

Received 28 day of Oct 1967
and on 20 day of Oct 1967
I served a copy of the within 87
in Leonard B. Giles
Bessie M. Giles
By service on

TAYLOR WILKINS, Sheriff
Carlisle Children
Summerdale

mail
No. 23922 - 2
JUDGE (S) DOCKET
CIVIL DIVISION
CIRCUIT COURT
MOBILE COUNTY
ARC FENCE INDUSTRIES

VS. } Complaint and Summons

LEONARD B. GILES and
BESSIE M. GILES

Issued 24th day of OCTOBER, 19 67

Defendant's Address
P.O. Box 104
Summerdale, Alabama

J.G. BENNETT
Plaintiff's Attorney

ABC FENCE INDUSTRIES, a corpor-	)	IN THE CIRCUIT COURT OF
ation,)	
	)	MOBILE, COUNTY, ALABAMA
Plaintiff,)	
	)	AT LAW CASE NO 23922
vs	)	(Caffey)
)	
LEONARD B. GILES and)	
BESSIE M. GILES,)	
)	
Defendants)	

PLEA IN ABATEMENT

Come the Defendants in the above styled cause for the special purpose of filing the following plea and show:

That the Defendants are both bona fide resident citizens of Baldwin County, State of Alabama, residing in Summerdale; that they were such resident citizens at the time of institution of the foregoing proceeding and that therefore because of the matters and facts above set out that the Circuit Court of Mobile, Alabama is without jurisdiction to try this cause.

Defendants further show that the property on which the work was performed was located in Baldwin County, Alabama.

Wherefore, the Defendants pray that this action should be abated and should not be allowed to proceed.

Leonard B. Giles
Leonard Giles, Defendant

Bessie M. Giles
Bessie Giles, Defendant

E. Chase
Attorney for Defendants

STATE OF ALABAMA

BALDWIN COUNTY

Before me, JANICE L. CHILDRESS, a Notary Public in and for said County in said State, personally appeared LEONARD GILES and BESSIE GILES, who are known to me and who, after being by me first duly and legally sworn depose and say under oath that they are the Defendants in the above styled cause and that the matters and facts set forth in the foregoing plea are true.

Leonard B. Giles
Leonard Giles

Bessie M. Giles
Bessie Giles

STATE OF ALA. MOBILE CO.
JANICE L. CHILDRESS
NOTARY PUBLIC
CLERK

Sworn to and subscribed before me on this the 18th day of December, 1967.

Janice L. Childress
Notary Public, Baldwin County
State of Alabama

C. G. C.

76

Copy to: J. D. Bennett My Commission expires 7/14/69

FRIDAY, MARCH 22, 1968

ABC FENCE INDUSTRIES	)	PLEA IN ABATEMENT SUSTAINED,
	)	AND CASE ORDERED TRANSFERRED
MAYHALL -vs- 23922	)	TO THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA, FOR
LEONARD B. GILES & BESSIE M. GILES	)	DISPOSITION

This day in open Court came the parties by their attorneys, and defendants' Plea in Abatement filed December 19, 1967, in this cause, coming on to be heard and being argued by counsel and understood by the Court;

It is ordered and adjudged by the Court that defendants' said Plea in Abatement filed December 19, 1967, in this cause be, and the same is hereby sustained, and Case ordered transferred to the Circuit Court of Baldwin County, Alabama, for disposition.

Minute Book 36
Page 895

STATE OF ALABAMA, }
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of ORDER OF COURT

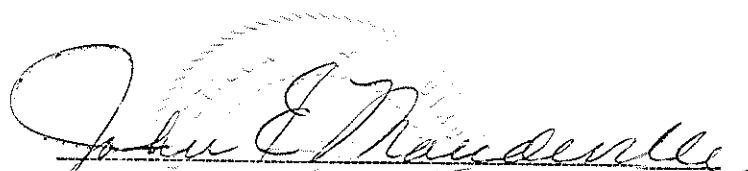
as rendered by the said Circuit Court on the 22nd day of March, 1968, in the cause
entitled No. 23922 - ABC FENCE INDUSTRIES

_____, Plaintiff,
— versus — LEONARD B. GILES & BESSIE M. GILES

Defendant, (~~Together with the cancellation thereof~~), as the same remains of record in this office in
Minute Book No. 36, Page No. 895.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 25th day of March, 1968.

ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

No. 23922

ABC FENCE INDUSTRIES

Plaintiff

VS.

LEONARD B. GILES and BESSIE M. GILES

Defendant

(Act No. 740, Reg. Session Ala. Legislature 1957
Appvd. Sept. 20, 1957)
(Amend Sec. 21, Title 11, Code Ala. 1940)

BILL OF COST

(Act No. 571, Reg. Ses. Leg. 1955)
(Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

CLERK'S FEES	Pltff.	Deft.	SHERIFF'S FEES	Pltff.	Deft.
Suits for \$100 or less \$ 6.00			Mileage \$12.00		
Suits for over \$100 but less than \$1,000 10.00	10 00		Serving Summons & Complaint (2) \$ 1.50	15 00	
Suits for \$1,000 and over 20.00			Serving Writ o. Garnishment 1.50		
Suits in detinue, ejectment, etc. 10.00			Serving Sci Fa.-Notices 1.50		
Suits not otherwise provided 10.00			Levyng Attachment & Return 6.25		
Writs, Mandamus, Prohibition, etc. 15.00			Executing Writ Possession 5.00		
Appeals from Court General Sessions 15.00			Seizing personal property under Writ of Detinue 6.00		
Appeals from Probate Court 20.00			Serving subpoenas, each .75		
Appeals from JP Courts 6.00			Impanelling Jury .75		
Appeals from State Dept of Pub. Safety, and other State Agencies 10.00			Taking & Approving Bond 2.00		
Workmen's Compensation Settle. 10.00			Collecting Costs Execution 1.50		
Garnishment on Judgment 6.00			Serving Contempt Writ 1.50		
Order of Sale, Motions to sell. 6.00			Making Deed for Property sold 2.50		
Recording executions from State Agencies 3.00			Commission, collecting money on executions, 1st \$200 5%; \$200 to \$500 4%; over \$500 3% \$		
Cert. Copy of Record - per 100 words .15	80				
Taking Appeal Bond .75			Total \$	15 00	
Record for Supreme Court etc., per 100 words .15					
Add'l Copies of Record for Supreme Court, per 100 words .05			RECAPITULATION		
Checking - including Reporters Transcript of Evidence 10.00			Clerk 20 80		
Certifying Abstract in lieu of Transcript on Appeal 5.00			Sheriff Taylor Wilkins Baldwin County, Ala. 15 00		
Collecting Money on Judgments over 30 days old, ½ the percentage allowed Sheriffs \$			Inferior Civil Court		
			Justice Peace fees		
			Witness fees		
			Commissioner's fees		
			Certificate of Judgment		
			Judgment		
			10% Damages		
			Interest		
			Stenographer's fees (\$10.00 Day)		
			Library fee 1.50	1 50	
			Trial Tax (County) 1.50	1 50	
			Trial Tax (State) 1.50	1 50	
			Advertisement		
			Garnishee's fees		
Total \$	10 80				

\$30.30

I respectfully beg to advise that if this bill for costs is not paid before 19____, it will be my unpleasant duty to issue execution for same.

JOHN E. MANDEVILLE, Clerk

ABC FENCE INDUSTRIES,
a Corporation,

Plaintiff,

VS.

LEONARD B. GILES and
BESSIE M. GILES,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

Comes the Plaintiff in the above-styled case,
by its attorney, E. G. RICKARBY, and shows to this Court
(that Defendants have been served and this case has been
transferred from Mobile County, to Baldwin County, Ala-
bama, over thirty (30) days ago, and the Defendant has
filed no Answer to the Plaintiff's Complaint;

WHEREFORE, Plaintiff moves that a Judgment
Nil Dicit be rendered against the Defendant for his
failure to answer.



E. G. RICKARBY, Attorney for
Plaintiff.

CERTIFICATE OF SERVICE

This is to certify that I have this day served ~~counsel for the~~
opposing party in the foregoing matter with a copy of this pleading
by depositing in the United States Mail a copy of same in an
envelope with adequate postage prepaid the same and properly
addressed.

This 10 day of April 1968

E. G. RICKARBY



Attorney for Plaintiff
P. O. Box 471, Fairhope, Ala. 36532

FILED

APR 11 1968

ALICE J. DUCK CLERK
REGISTER

Our File No. 68-99
Your File No. 8069

Law Offices
E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

Code 205.
Telephone: 928-9836
Mailing Address
P. O. BOX 471

September 24, 1969

Honorable Telfair J. Mashburn
Circuit Judge
Bay Minette, Alabama

Dear Judge Mashburn:

Inre: ABC Fence Industries vs. Leonard B. Giles

Repeated letters to the Defendant in the above styled cause have not been sufficient encouragement for him to resume payments on this debt. He has thus far paid only \$120.00 on it. Please issue a writ of execution on this judgement so that we may have the property of the debtor levied on.

Respectfully,



EGR/dab
cc: Leonard B. Giles
10/1/69

total 743.86
120.00
Balance 623.86

Our File No. 68-99
Your File No. 8069

Law Offices
E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

Code 205
Telephone: 928-9836
Mailing Address
P. O. BOX 471

September 24, 1969

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: ABC Fence Industries vs. Leonard B. Giles, Case No. 8069

Please place the docket on Judge Mashburn's desk with
the letter to him so we can get this writ out.

Yours very truly,



EGR/dab