

AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT

8416<sup>1</sup>/<sub>2</sub>

CC LAW 12-2M-9 67

THE STATE OF ALABAMA }  
MOBILE COUNTY  
*Baldwin*

CIRCUIT COURT

the undersigned notary public

Personally appeared before me, ~~John F. Mandeville, Clerk of the Circuit Court~~  
and State aforesaid ..... T. DWIGHT REID

who being duly sworn, on oath says, that on the ..... 18 day of December, 1968 ..... 19 .....  
in the Circuit Court of ~~Mobile~~ Baldwin County, in Case No. 8416 ..... The Plaintiff

Perfection Bedding Company

recovered a judgment against ..... William W. Chancey

..... the Defendant, whose address  
is ..... Route 1, Summerdale, Alabama

for the sum of ..... \$533.00 ..... interest at 6% (or \$22.84) total: \$555.84

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;  
that ..... Material Sales Company  
Fairhope, Alabama

whose address is .....

is supposed to be indebted to or have effects of the said ..... William W. Chancey

in ..... its possession or under ..... its

control, and that he believes process of Garnishment against the said .....

Material Sales Company

is necessary to obtain satisfaction of said Judgment.

*T. Dwight Reid*

Sworn to and subscribed this ..... 3

day of ..... September ..... A.D., 19 69

*Dee M. Quinn*  
NOTARY PUBLIC

OK

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 18th day of December, 19.68, being a regular day of said term, Perfection Bedding Company, a Corp.

recovered judgment against William W. Chancey, Ind. & d/b/a Electronic Products Co.

for the sum of \$533.00 + interest at 6% total \$555.84 Dollars, and cost of suit, and affidavit having been made by T. Dwight Reid that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

Material Sales Company, Fairhope,

has or is believed to have in its possession, or under its control money or effects belonging to said defendant William W. Chancey or that it 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 Material Sales Company, Fairhope, Ala.

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from the service of the garnishment, or at the making answer, or at any time intervening the time of serving the garnishment, and making the answer its was it indebted to said defendant William W. Chancey and whether it will not be indebted in future to said defendant William W. Chancey a contract then existing, and whether by a contract then existing it 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 whether it has not in its possession or under its control money or effects belonging to the defendant William W. Chancey

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

Witness, ALICE J. DUCK, Clerk of said Court, this 5th day of Sept. A. D., 19 69

Issued 5th day of Sept. A. D., 19 69

ATTEST:

Alice J. Duck Clerk.

Sheriff claims \_\_\_\_\_ miles at \_\_\_\_\_  
Ten Cents per mile Total \$ 7.00  
TAYLOR WILKINS, Sheriff  
By Randall  
DEPUTY SHERIFF

Received 5 day of Sept 1969  
and on 9 day of Sept 1969  
I served a copy of the within \_\_\_\_\_  
on Material Sales Company  
By service of Byk Ruggles  
TAYLOR WILKINS, Sheriff  
By Randall  
D.S.

CIRCUIT COURT, BALDWIN COUNTY

No. 8416 1/2

PERFECTION BEDDING COMPANY

Plaintiff

VS.   
GARNISHMENT ON JUDGMENT

WILLIAM W. CHANCEY, Ind. & d/b/a  
Electronic Products Co.,

SERVE:  
Material Sales Company, Fairhope,  
Garnishee

Issued 5th day of Sept. 1969

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19  

T. Dwight Reid

Attorney

*Law Offices of*  
**PERLOFF, REID & BRISKMAN**  
SUITE 205 - VAN ANTWERP BLDG.  
MOBILE, ALABAMA 36602

MAYER W. PERLOFF  
T. DWIGHT REID  
DONALD M. BRISKMAN

March 17, 1970

AREA CODE 205  
TELEPHONE 433-3412

Material Sales Company  
560 Fairhope Avenue  
Fairhope, Alabama

RE: Perfection Bedding Co. vs William W. Chancey  
Balance due \$493.00

Dear Sirs:

As you know, we have a judgment against William W. Chancey who is in your employ and we filed a garnishment against you back in January. At that time Mr. Chancey made an arrangement to pay us \$40.00 per month and we wrote you stating that you could hold the garnishment in abeyance. The debtor has failed to comply with his agreement and therefore, I must insist that you commence immediately deducting 25% of his wages under the terms of the garnishment. I am contacting the clerk in Baldwin County Court this date to this effect and if there is any problem regarding this matter please call on me.

Very truly yours,

T. Dwight Reid

TDR:jkn

CC: Wm. M. Chancey

FILED

MAR 18 1970

ALICE J. DUCK

CLERK  
REGISTER

# Material Sales Company, Inc.

WHOLESALE DISTRIBUTORS

PLUMBING, HEATING, AIR CONDITIONING

ELECTRICAL SUPPLIES & EQUIPMENT

FAIRHOPE, ALA. 36532

PHONE 928-9815 AREA CODE 205

~~XXXXXXX~~

560 Fairhope Ave.

October 6, 1969

7416 1/2

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

Dear Mrs. Duck:

We are writing in connection with a telephone conversation this date with your office at a time when you were not available.

We are in receipt of a garnishment on judgment by Perfection Bedding Company, a corporation, against William W. Chancey issued by you on September 5th, 1969.

Mr. William W. Chancey is employed by our company, and upon receipt of this garnishment we immediately notified him at which time he requested time to work out this account with T. Dwight Reid, attorney for Perfection Bedding Company. During the interim period we have been following the progress on this matter and were advised by Mr. Chancey on Wednesday of last week that he had made arrangements with Mr. Reid to take care of this account. This was confirmed by me personally in telephone conversations with Mr. Reid this past Friday; however, we have not as yet received nor had your office received, as of this morning, a written confirmation of this from Mr. Reid. It is assumed that this confirmation has been held up due to the week-end and that you and we will receive it later today or tomorrow. Since the thirty-day period of reply expired on the fifth (Sunday), we are writing you today of the arrangements we understand have been made concerning this account.

Further payment of any amount due Mr. Chancey will not be made pending advice from your office that the arrangements between Mr. Reid and Mr. Chancey satisfy the court. For this reason we would appreciate hearing from you concerning this as soon as possible.

Sincerely,

MATERIAL SALES COMPANY, INC.

  
Wm. R. Ruffles, Jr.

WRR:mn

Mrs. Alice J. Duck

- 2 -

October 6, 1969

Copies: Mr. T. Dwight Reid  
Perloff and Reid, Attorneys  
Van Antwerp Building  
Mobile, Alabama

Mr. William W. Chancey

FILED

OCT 7 1969

ALICE J. DUCK CLERK  
REGISTER

STATE OF ALABAMA

Baldwin County

TO ..... WILLIAM W. CHANCEY ..... Defendant.....:

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

..... PERFECTION BEDDING COMPANY, A Corp. .... Plaintiff.....

versus ..... WILLIAM W. CHANCEY, Ind. &amp; d/b/a ELECTRONIC PRODUCTS CO. .... Defendant.....

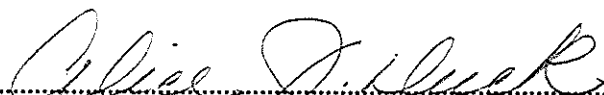
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which .....

..... Material Sales Company, Fairhope, Alabama .....

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

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

5th day of ..... September ..... 19..69.....

  
..... Clerk of the Circuit Court.

8416½

**NOTICE**

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

WILLIAM W. CHANCEY

PERFECTION BEDDING COMPANY,

Plaintiff....

VS.

WILLIAM W. CHANCEY, Ind. & d//ba

Electronic Products Co.

Defendant....

T. Dwight Reid

Received 5 day of Sept 1969  
and on 9 day of Sept 1969  
I served a copy of the within Notice  
on William W. Chancey

By service on \_\_\_\_\_

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY Randall  
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff

By Randall D. S.



TO

Honorable Clerk  
Circuit Court of Baldwin County  
Baldwin County Courthouse  
Bay Minette, Alabama

PERLOFF, REID & BRISKMAN

Attorneys at Law

227 ST. ANTHONY STREET

MOBILE, ALABAMA 36603 • TELEPHONE 433-5412

SUBJECT: Perfection Bedding Co. vs. William W. Chancey, #84161

FOLD HERE

DATE

3/19/71

MESSAGE

This case was before the Court on Monday, March 8, 1971.

Kindly advise status in your office.

Should you have any questions, please advise.

Very truly yours,

PERLOFF, REID & BRISKMAN

SIGNED

DATE

REPLY

3-8-71- Wit Vacated  
cost due of \$23.00

SIGNED

RECIPIENT: RETAIN WHITE COPY, RETURN PINK COPY

*Law Offices of*  
**PERLOFF & REID**  
SUITE 205 - VAN ANTWERP BLDG.  
MOBILE, ALABAMA 36602

MAYER W. PERLOFF  
T. DWIGHT REID  
            
DONALD M. BRISKMAN

AREA CODE 205  
TELEPHONE 433-5412

September 3, 1969

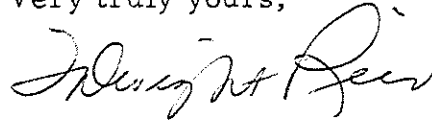
Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Bay Minette, Alabama

Re: Perfection Bedding Co. v. William W. Chancey #8416

Dear Mrs. Duck:

Please file the attached garnishment in your court and advise when  
service has been obtained on the garnishee.

Very truly yours,



T. DWIGHT REID

/rms

Enc/