

State of Alabama

BALDWIN COUNTY

Case 8514

TO MILTON HAVEL, Defendant

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

BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, INC. d/b/a THOMAS HOSPITAL, Plaintiff

versus MILTON HAVEL, Defendant

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

MUZAK CORPORATION DISTRIBUTOR, 10 North Franklin St., Mobile, Alabama

has been named as Garnishee

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 23rd

day of September, 1947

Eunice B. Blackmon, Clerk of the Circuit Court

RECEIVED

SEP 23 1976

THOMAS H. BENTON  
SHERIFF

Sheriff Claimed 44 Miles At  
Fourteen Cents Per Mile Total \$6.16  
THOMAS H. BENTON, SHERIFF

*[Signature]*

D. S.

Received 23 day of Sept 1976  
and on 24 day of Sept 1976  
I served a copy of the within Notice  
on Milton Havel

By service on Milton Havel

THOMAS H. BENTON, SHERIFF  
By *[Signature]* D. S.

<b>NOTICE</b>	
<b>TO DEFENDANT OF GARNISHMENT</b>	
BY	
CLERK OF CIRCUIT COURT	
BALDWIN COUNTY, ALABAMA	
TO	
MILTON HAVEL	
BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, INC. d/b/a THOMAS HOSPITAL	
Plaintiff.....	
VS.	
MILTON HAVEL	
Fairhope, AL 36532	
Defendant.....	

BALDWIN  
CIRCUIT COURT OF ~~NESTEN~~ COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

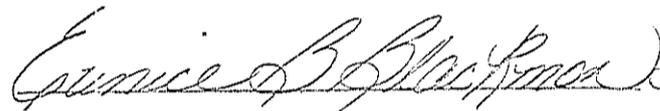
WHEREAS, on the 15th day of October, 19 69 in the Circuit Court of ~~NESTEN~~ <sup>Baldwin</sup> County, Alabama BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, INC., d/b/a  
THOMAS HOSPITAL, Plaintiff, recovered Judgment  
against MILTON HAVEL, Defendant,  
for the sum of \$ 521.00 and costs, and has made affidavit as required  
by law that MUZAK CORP. DISTRIBUTOR

is supposed to be indebted to said Defendant or have effects of said Defendant in possession or under control, and believes that process of garnishment is necessary to obtain satisfaction of said Judgment.

YOU ARE THEREFORE COMMANDED to summon said garnishee to file sworn answer in said Court within 30 days from service of this writ, what garnishee was indebted to said defendant at time of service of this writ or at time of making answer thereto, and what will be due defendant by contract then existing, and what personal property, or things in action, are in garnishee's possession or under control, belonging to said defendant.

YOU ARE FURTHER COMMANDED TO NOTIFY GARNISHEE TO RETAIN THE WAGES, SALARY, OR OTHER COMPENSATION, SUBJECT TO GARNISHMENT AS PROVIDED BY LAW, DUE OR TO BE COME DUE TO SAID DEFENDANT, DURING SUCH PERIOD OF TIME NECESSARY TO ACCUMULATE THE SUM OF \$ 521.00 JUDGMENT & COSTS, AND WHEN SAID SUM IS ACCUMULATED SAID GARNISHEE IS REQUIRED BY LAW TO PAY SAME INTO COURT IMMEDIATELY, AND IF EMPLOYMENT OF DEFENDANT IS TERMINATED BEFORE SAID SUM IS ACCUMULATED, THEN GARNISHEE IS REQUIRED TO REPORT TERMINATION AND PAY INTO COURT WITHIN 15 DAYS AFTER TERMINATION ALL SUMS WITHHELD.

Witness my hand September 23, 19 76.

 Clerk

GARNISHMENT PROVISIONS OF THE ALABAMA CONSUMER CREDIT ACT

The garnishment procedure after judgment shall be as provided in Title 7, Section 630 and Sections 995, et seq., except that the Alabama Consumer Credit Act, effective October 1, 1971, limits the amount of an employee's disposable earnings which may be made subject to garnishment. An Opinion dated March 16, 1972, by the Attorney General, State of Alabama, makes these limitations applicable to all consumer loans, consumer credit sales and consumer leases, irregardless of when the debt was created, if the date of Judgment is later than October 1, 1971.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings remaining after deduction from Gross earnings of any amount required by law to be withheld. Examples of such deductions are (1) Federal Income Tax, (2) Federal Social Security Tax, (3) State and City Tax. Disposable earnings do not include periodic payments pursuant to a pension, retirement or disability program.

RESTRICTIONS ON GARNISHMENT. The maximum part of the total disposable earnings subject to garnishment in any work week may not exceed the lesser of (A) twenty per cent (20%) of a person's disposable earnings for that week, OR (B) the amount by which his disposable earnings for that week exceed fifty times the federal minimum hourly wage in effect when payable.

PROTECTION AGAINST DISCHARGE FROM EMPLOYMENT: The Federal Wage Garnishment Law (90-231) prohibits an employer from discharging any employee because his earnings have been subjected to garnishment for any one indebtedness.

\*Answer form is provided on reverse side.

\*If Garnishee fails to file sworn answer in the Circuit Clerk's Office within 30 days from date Writ is received the Plaintiff can proceed for Judgment against Garnishee for amount of Plaintiff's claim plus Court Cost.

\*Garnishee should file it's answer with the Clerk in triplicate.

RECEIVED

SEP 23 1976

THOMAS H. BENTON  
SHERIFF

28  
12946

CASE NUMBER  
8514 1/2 A

CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD,  
INC., d/b/a THOMAS HOSPITAL Plaintiff

VS.

MILTON HAVEL  
Defendant

(only)  
GARNISHEE TO BE SERVED: *only*  
MUZAK CORPORATION DISTRIBUTOR  
10 North Franklin  
MOBILE, ALABAMA

*Mr. Hughes, Mgr.*

GARNISHMENT ON JUDGMENT

\$ 521.00 Judgment  
\$ \_\_\_\_\_ Court Costs  
\$ \_\_\_\_\_ Mileage  
\$ \_\_\_\_\_ TOTAL

CASE NUMBER  
8514 1/2 A

ANSWER OF GARNISHEE

1. DEFENDANT EMPLOYED BY GARNISHEE when Writ received, or when making this answer, or during intervening time and WILL WITHHOLD from the salary, wages, or compensation, as required, and pay total into Court.

BALDWIN COUNTY EASTERN SHORE  
HOSPITAL BOARD, INC., d/b/a  
THOMAS HOSPITAL  
Plaintiff

VS.

MILTON HAVEL  
Defendant

2. Defendant NOT EMPLOYED -- Garnishee NOT INDEBTED when Writ received, or when making this answer, or during intervening time, and has not possession or control any belongings of said Defendant.

*John Duck, Plaintiff's Attorney*

CIRCUIT COURT  
Baldwin County, Alabama

Sworn to and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

NOTARY PUBLIC

This Writ Executed by serving copy on:

RETURN  
SEP 23 11 AM '76  
BALDWIN COUNTY SHERIFF'S DEPT.

Received 27 Day of Sept 1976  
and on 28 Day of Sept 1976  
I served a copy of this writ of Garnishment  
on Muzak Corp. Distributor  
by service on Mr. Hughes, Manager  
THOMAS J. PURVIS, Sheriff  
By J. Purvis D. S.

*Mobile*

8514 1/2 A

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 JOHN V. DUCK

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

of the Circuit Court of Baldwin County, to-wit: on the 15th day of OCTOBER

19 69 BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, INC., d/b/a THOMAS HOSPITAL

recovered a judgment against MILTON HAVEL

for the sum of FIVE HUNDRED TWENTY-ONE and no/100 (\$521.00) Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that MUZIK CORPORATION DISTRIBUTOR

10 North Franklin Street, Mobile, Alabama

supposed to be indebted to or have effects of the said MILTON HAVEL

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

Garnishment against said MILTON HAVEL

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 23rd

day of Sept. A. D. 1974

Eunice B. Blackmon  
Clerk.

John V. Duck  
JOHN V. DUCK  
SEP 23 1976  
EUNICE B. BLACKMON CIRCUIT CLERK

NO. 8514

CIRCUIT COURT

vs.

AFFIDAVIT  
Garnishment on Judgment

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Clerk.

85 14 1/2 A

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Eunice Blackmon

Personally appeared before me, ~~Alice J. Duck~~, Clerk of the Circuit Court in and for Baldwin County and

State aforesaid JOHN V. DUCK

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

of the Circuit Court of Baldwin County, to-wit: on the 15th day of OCTOBER

1969, BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, INC., d/b/a THOMAS HOSPITAL

recovered a judgment against MILTON HAVEL

for the sum of FIVE HUNDRED TWENTY-ONE and no/100 Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

MUZAK CORPORATION DISTRIBUTOR

10 North Franklin Street, Mobile, Alabama

supposed to be indebted to or have effects of the said MILTON HAVEL

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

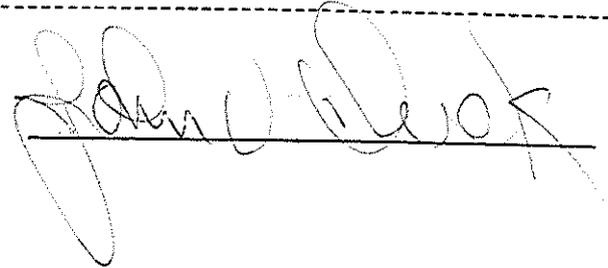
Garnishment against said MILTON HAVEL

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this

day of \_\_\_\_\_ A. D. 19\_\_

Clerk.



NO. 8514 <sup>1/2 A</sup>

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**CIRCUIT COURT**

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vs.

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**AFFIDAVIT**  
**Garnishment on Judgment**

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Filed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Clerk.