

LYONS, PIPES & COOK
ATTORNEYS AT LAW
2510 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA

JOSEPH H. LYONS (1900-1957)
SAM W. PIPES
WALTER M. COOK
GORDON B. KAHN
G. SAGE LYONS
AUGUSTINE MEAHER, III
JAMES B. KIERCE, JR.
WESLEY PIPES
NORTON W. BROOKER, JR.
COOPER C. THURBER

36601

AREA CODE 205
TEL. 432-4483
P.O. DRAWER 2525

May 14, 1971

Mrs. Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama

Re: William Franklin Gardner vs. Larry H. Giles
CASE NO. 8855

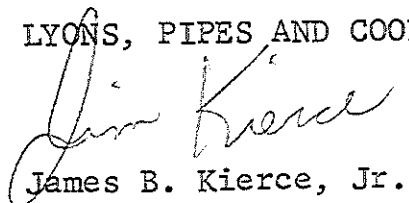
Dear Mrs. Blackmon:

Enclosed please find the original and a copy of a Plea
In Abatement. Please file the original on behalf of the
Garnishee, stamp my copy "FILED" and return the copy
to me in the enclosed, self-addressed and stamped envelope.

I assume that Judge Mashburn will hear the Plea In Abatement
on your next Pleading Day which I understand will be June
17th. If I am wrong about this, please advise me as I want
to be present when the Plea In Abatement is heard.

With best wishes,

LYONS, PIPES AND COOK


James B. Kierce, Jr.

JBK/see

Enclosures

WILLIAM FRANKLIN GARDNER,)	IN THE CIRCUIT COURT OF
	(
Plaintiff,)	BALDWIN COUNTY, ALABAMA
	(
VS.)	
	(AT LAW
LARRY H. GILES,)	
	(
Defendant.)	CASE NO. 8855

PLEA IN ABATEMENT

Comes now the Garnishee in the above styled cause,
by and through its attorney, appearing specially, and not
generally, and for the sole purpose of filing this Plea In
Abatement and for no other purpose whatsoever, and for Plea
In Abatement says as follows:

The Garnishee is a corporation and its correct name is
"Nationwide Mutual Insurance Company" and not "Nationwide
Insurance Company".

WHEREFORE, the Garnishee prays that this action against
it be abated and that it be allowed to go hence with its
reasonable costs in its behalf expended.

LYONS, PIPES AND COOK
Attorneys for the Garnishee.

BY: James B. Kierce, Jr.
JAMES B. KIERCE, JR.

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority in and for said County
in said State, personally appeared James B. Kierce, Jr., who
being by me first duly sworn on oath, deposes and says that he
is the attorney for the Garnishee in the above styled cause and

as such has knowledge of the facts set forth in the foregoing Plea In Abatement, and that the facts are true and correct.

James B. Kierce, Jr.
JAMES B. KIERCE, JR.

Subscribed and sworn to before me on this 14th day of May, 1971.

Sharon E. Elman
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 14th day of May, 1971, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.

James B. Kierce, Jr.

FILED

MAY 17 1971

EUNICE B. BLACKMON CIRCUIT CLERK

STATE OF ALABAMA
DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama,
hereby certify that on the 16th day of April, 1971, I
sent by registered mail in an envelope as follows:

Nationwide General Insurance Company
246 No. High Street
Columbus, Ohio 43216

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Writ of Garnishment
bearing sufficient prepaid postage, a copy of a ~~summons and complaint~~
me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

William Franklin Gardner, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

Larry H. Giles, Defendant, and

(Name of Court)

Nationwide Insurance Company, Garnishee, ~~Defendant~~

And that on the 23rd day of April, 1971, I received
the return card showing receipt by the designated addressee of said envelope on
the 21st day of April, 1971.

Witness my hand and official seal this the 23rd day of April,
1971.


SUPERINTENDENT OF INSURANCE

FILED

APR 26 1971

WILLIAM FRANKLIN GARDNER,

X

Plaintiff,

X

IN THE CIRCUIT COURT OF

vs.

X

LARRY H. GILES,

BALDWIN COUNTY, ALABAMA

Defendant,

X

NATIONWIDE INSURANCE
COMPANY,

X

AT LAW

X

Garnishee.

X

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

You are hereby commanded to notify Larry H. Giles that
on the 30 day of March, 1971, a Writ of Garnish-
ment in the above stated case was issued to Nationwide Insurance
Company, as Garnishee.

And you will return this Writ according to law.

Witness my hand this 30 day of March, 1971.

Ernie B. Blackburn
Clerk

8855 1/2
need new Dot
4-16-71 H. G. Brown

William Franklin Gardner

vs.
Harry H. Giles
R. Dale.

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
by H. G. Brown
DEPUTY SHERIFF

Received 23 31 day of April 19 71
and on 30 day of April 19 71
I served a copy of the within notice
on Harry H. Giles
By service on _____

TAYLOR WILKINS Sheriff
By H. G. Brown
50 miles
R-Dale.

FILED

MAR 30 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Chason, Stone & Chason

STATE OF ALABAMA

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

X

BALDWIN COUNTY, ALABAMA

X

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

WHEREAS, Eberhard E. Ball has made affidavit as required by law that William Franklin Gardner of Baldwin County, Alabama, recovered a judgment against Larry H. Giles for the sum of Thirty-One Thousand Dollars (\$31,000.00) and costs of Court and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Nationwide Insurance Company has or is believed to have in its possession or under its control money or effects belonging to the Defendant, Larry H. Giles, or that it is or is believed to be indebted to the Defendant, Larry H. Giles, or to be liable to the Defendant, Larry H. Giles, 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.

These are, therefore, to command you, that you summon Nationwide Insurance Company, to be and appear before the Circuit Court of Baldwin County, Alabama, within thirty days from the service of this Writ of Garnishment, then and there to answer on oath, whether at the time of service of this Writ, or at the time of making its answer, it has in its possession or under its control, any money or effects belonging to the Defendant, Larry H. Giles; and whether it is indebted to said Defendant, or is liable to him on any contract for the payment of money or 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.

Witness my hand and seal as Clerk of said Court on this the 30 day of March, 1971.

FILED

MAR 30 1971

JUNICE B. BLACKMON
CIRCUIT
CLERK

Junice B. Blackmon
Clerk

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The Garnishee may be served
by service upon the
Superintendent of Insurance
Montgomery, Alabama.

FILED

MAR 30 1971

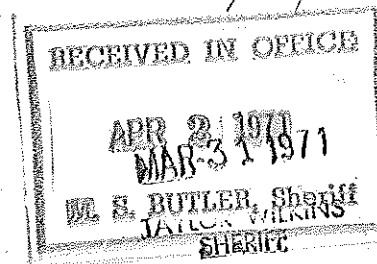
EUNICE B. BLACKMON CIRCUIT
CLERK

8855 1/2

William Franklin
Starnes

vs.

Larry A. Giles



Executed by serving 2 copies of
the within on John B. Baskin

Superintendent
of Insurance, State of Alabama

This The 16 day of Feb. 1971

Sheriff of Montgomery County

M. S. Butler,

By W. L. Mosier, J.D., S.

M. S. Butler, Sheriff of Montgomery
County, Alabama, Claim \$1.50 each for
serving 1 process(es) and \$1.00
travel expense on each of 1
process(es), or a total of \$2.50

Chason, Stone & Chason

W. L. Mosier Deputy Sheriff

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, in and for said County and State, personally appeared Eberhard E. Ball, who being first by me duly and legally sworn, deposes and says that WILLIAM FRANKLIN GARDNER, of Baldwin County, Alabama, on the 2nd day of December, 1970, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against LARRY H. GILES for the sum of Thirty-One Thousand Dollars and costs of Court, and that he believes that the process of garnishment is necessary to obtain satisfaction of said judgment, and that Nationwide Insurance Company has or is believed to have in its possession or under its control, money or effects belonging to the Defendant, LARRY H. GILES, or that it is or is believed to be indebted to the Defendant, LARRY H. GILES, or to be liable to the Defendant, LARRY H. GILES, 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.

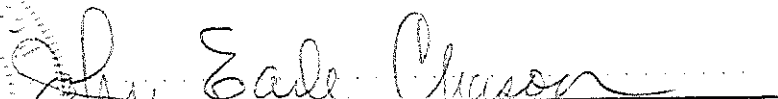


Eberhard E. Ball

Sworn to and subscribed

before me this 30thday of March, 1971.**FILED**

MAR 30 1971



Notary Public, Baldwin County, Alabama

EUNICE B. BLACKMON CIRCUIT CLERK