

WILLIAM FRANKLIN GARDNER,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
LARRY H. GILES,	X	
Defendant,	X	
	X	AT LAW CASE NO. 885 1/2 A
NATIONWIDE MUTUAL INSURANCE	X	
COMPANY,	X	
Garnishee.	X	

Comes now the Plaintiff in the above styled cause,  
by and through his attorneys of record, and moves this Honorable  
Court to dismiss the garnishment heretofore filed in the above  
styled cause and to dissolve the writ of garnishment issued in  
connection therewith.

CHASON, STONE & CHASON

BY:

*Edward E. Ball*

*Filed  
7-14-71  
Quince B. Blackburn  
Clerk*

~~VOL 67 PAGE 682~~

VOL 67 PAGE 687

STATE OF ALABAMA  
DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama,  
hereby certify that on the 14th day of June, 1971, I  
sent by registered mail in an envelope as follows:

Nationwide Mutual Insurance Company  
246 North 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

No. 8853½ A

in the Circuit Court of Baldwin County

VERSUS

Larry H. Giles, Defendant

(Name of Court)

Nationwide Mutual Insurance Company, ~~Defendant~~  
Garnishee

And that on the 21st day of June, 1971, I received  
the return card showing receipt by the designated addressee of said envelope on  
the 17th day of June, 1971.

Witness my hand and official seal this the 21st day of June,  
1971.

John B. Bookout  
SUPERINTENDENT OF INSURANCE

WILLIAM FRANKLIN GARDNER, X  
Plaintiff, X IN THE CIRCUIT COURT OF  
vs. X  
LARRY H. GILES, X BALDWIN COUNTY, ALABAMA  
Defendant, X  
NATIONWIDE MUTUAL INSURANCE X AT LAW  
Company, X  
Garnishee, X

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

You are hereby commanded to notify Larry H. Giles that  
on the 10 day of June, 1971, a Writ of Garnish-  
ment in the above stated case was issued to Nationwide Mutual  
Insurance Company, as Garnishee.

And you will return this Writ according to law.

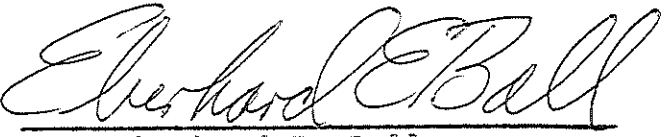
Witness my hand this 10 day of June, 1971.

Eunice B. Blackmon  
Clerk

STATE OF ALABAMA

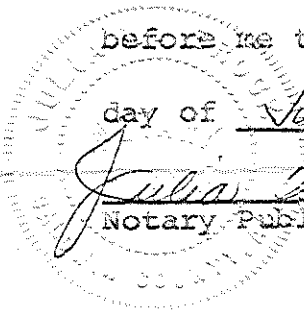
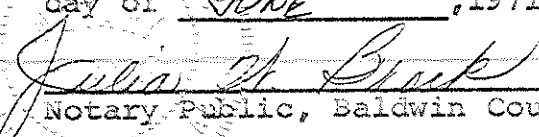
BALDWIN COUNTY

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. GILLES 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 Mutual Insurance Company has or is believed to have in its possession or under its control, money or effects belonging to the Defendant, LARRY H. GILLES, or that it is or is believed to be indebted to the Defendant, LARRY H. GILLES, or to be liable to the Defendant, LARRY H. GILLES, 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 10th  
day of JUNE, 1971.

  
  
Notary Public, Baldwin County, Alabama

**FILED**  
JUN 10 1971  
EUNICE B. BLACKMON CIRCUIT  
CLERK

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. BOX 120

BAY MINETTE, ALABAMA 36507

JOHN CHASON  
NORBORNE C. STONE, JR.  
JOHN EARLE CHASON  
EBERHARD E. BALL

TELEPHONE 937-2191

July 13, 1971

Eunice Blackmon, Clerk  
Baldwin County Circuit Court  
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

Re: Gardner v. Giles,  
Nationwide Mutual Insurance  
Company, Garnishee  
Case No. 885 1/2 A

Enclosed you will find a Motion to Dismiss the  
above case which we would like to file. Please have the  
Judge enter an order on the docket sheet dismissing the same.

Yours very truly,

CHASON, STONE & CHASON

BY:



EEB:lp

Encl. as noted.

WILLIAM FRANKLIN GARDNER, X

Plaintiff, X

IN THE CIRCUIT COURT OF

vs. X

LARRY H. GILES, X

BALDWIN COUNTY, ALABAMA

Defendant, X

NATIONWIDE MUTUAL INSURANCE X  
Company,

AT LAW

Garnishee. X

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

You are hereby commanded to notify Larry H. Giles that  
on the 10 day of June, 1971, a Writ of Garnish-  
ment in the above stated case was issued to Nationwide Mutual  
Insurance Company, as Garnishee.

And you will return this Writ according to law.

Witness my hand this 10 day of June, 1971.

Eunice B. Blackmon  
Clerk

# 88553A.  
William J. Gardner  
vs.  
Larry H. Giles

{ Larry Thomas }  
622901

Not Found.

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

JUN 11 1971

Returned 6 day of July 1971  
Not found in my county after diligent search and in-  
quiry.  
By Taylor Wilkins, Sheriff  
N. A. Brown  
Deputy Sheriff


Received 11 day of June 1971  
and on \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I served a copy of the within Notice  
on Larry H. Giles

by service on \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
By \_\_\_\_\_ D. S.

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 Mutual 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 10TH

day of JUNE, 1971.

  
Notary Public, Baldwin County, Alabama

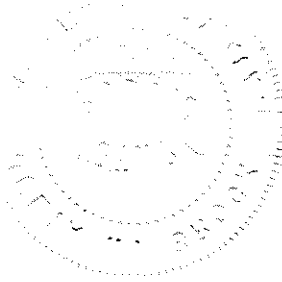
**FILED**

JUN 10 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK



55250



2855 1/4

STATE OF ALABAMA

X

IN THE CIRCUIT COURT

X

BALDWIN COUNTY

X

LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

WHEREAS, Eberhard E. Ball, has made affidavit as required by law that William Franklin Gardner, 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 (\$31,000.00) and costs of suit and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Nationwide Mutual Insurance Company has or is believed to have in its possession or under its control money or effects belonging to the Defendant, or that it is or believed to be indebted to the Defendant, or to be liable to the Defendant 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 Mutual 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; 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 10 day of June, 1970.

Eunice B. Blackmon  
Clerk

**FILED**

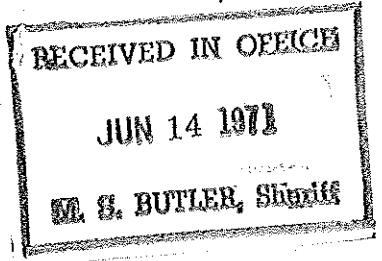
JUN 10 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

683

246-14-71

920



William F. Gardner  
vs:  
Larry N. Giles  
# 8855 1/2 A

Writ

Executed by serving 2 copies of  
the within on John Rockout  
----- Superintendent  
of Insurance, State of Alabama  
This The 14 day of June 19 71  
Sheriff of Montgomery County  
M. S. Butler,  
By W. L. Moser 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  
W. L. Moser  
Deputy Sheriff

MONT.