



SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2041

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Joseph A. Pleasant

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in  
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

Joseph A. Pleasant

, Defendant

by Left Engineering Company, Inc

, Plaintiff

Witness my hand this 18th day of July 1953

*Reece J. Vane*, Clerk

No. 2041 Page -----

**THE STATE OF ALABAMA**  
BALDWIN COUNTY  
**CIRCUIT COURT**

LEFT ENGINEERING Company, Inc

Plaintiffs

vs.

JOSEPH PLEASANT

Defendants

**SUMMONS and COMPLAINT**

Filed 7-18-, 19 53

Rice J. Leitch Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route One Box 102 Bay Minors  
RECEIVED IN OFFICE

July 18, 19 53

Eyles Wilkine, Sheriff

I have executed this summons

this 7/27, 19 53  
by leaving a copy with

Joseph Pleasant

Eyles Wilkine Sheriff

Pat Wellen Deputy Sheriff

ALMUR S. WHITING

ATTORNEY AT LAW

TELEPHONES:  
OFFICE: 2-3604  
RESIDENCE: 6-6226

ANNEX, FIRST NATIONAL BANK BUILDING  
SUITE 708-9  
MOBILE 6, ALABAMA

P. O. BOX 988

July 17, 1953.

Mrs. Alice J. Duck,  
Clerk of Circuit Court,  
Bay Minette, Ala.

Dear Mrs. Duck:

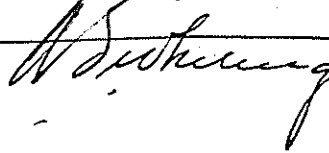
Re: Leff Engineering Co., Inc.

Vs: Joseph A. Pleasant.

I enclose complaint in the above matter and would thank you to let process issue thereon to the Sheriff, advising me when the same has been served.

For your convenience, a self addressed, post-paid envelope is herewith enclosed.

Yours truly,



ASW/e

2041

Left Engineering Co

. vs.

Joseph A. Pleasant

on account

7-18-50

h! Whelms

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

No. 2041

Leff Engineering Co., Inc.,

Plaintiff,

vs.

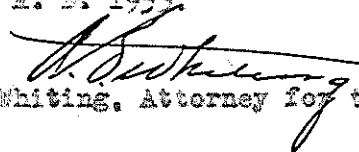
Joseph A. Pleasant,

Defendant.

Now comes the plaintiff, by A. S. Whiting, its Attorney of Record, and shows unto the Court that Joseph A. Pleasant, the defendant, was served with process in the above-styled cause on July 27th, 1953, as shown by the record herein. That more than thirty days has elapsed since the service of said process on the defendant; that the defendant has made no appearance and has filed no pleas herein, and is, therefore, in default.

Wherefore, the premises considered, the plaintiff offers in evidence the ~~xxx~~ sales contract set out and described in Count One of the Complaint herein, and forming the basis of this suit, and prays the judgment of this Court for the principal balance due under said contract in the sum of \$144.45 plus interest thereon from June 6, 1952, in the sum of \$10.83, plus a reasonable attorney fee as provided by said contract in the amount of \$31.06, aggregating the sum of \$186.34, with waiver of exemptions as to personal property, together with the costs of this suit, for which let execution issue.

Dated this 28th day of August, A. D. 1953.

  
A. S. Whiting, Attorney for the Plaintiff.



Garnishment on Judgment.

The State of Alabama,  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19--

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Sept Term, 19--53, of the Circuit Court of Baldwin County,  
to-wit: On the 25th day of Sept, 19--53, being a regular day of  
said term, Left Engineering

recovered judgment against Joseph Pleasant

for the sum of One Eighty-six and 34/100 Dollars, and cost of suit,  
and affidavit having been made by A. S. Whiting  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

Newport Industries Inc.

has or is believed to have in their possession, or under their control money  
or effects belonging to said defendant Joseph Pleasant or that Newport Industries, Inc. is or  
is believed to be indebted to said defendant Joseph Pleasant 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

Newport Industries, Inc.

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House  
thereof, in the city of Bay Minette, on the (within this Monday) A. D. 19--53,  
then and there within the three first days of the term, to answer on oath, whether at the time of the service  
of the garnishment, or at the time making their answer, or at any time intervening the time of serv-  
ing the garnishment, and making the answer they ~~were~~ was indebted to said defendant  
Joseph Pleasant and whether they will not be indebted in future to said defendant  
Joseph Pleasant by a contract then existing, and whether by a contract then existing they  
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 they ~~has not~~ has in their possession or under their control money or  
effects belonging to the defendant Joseph Pleasant

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

Witness, ALICE J. DUCK, Clerk of said Court, this 26th day of November, A. D., 19--53

Issued 26th day of November, A. D., 19--53

ATTEST:

Alice J. Duck, Clerk.



deputy Sheriff's Office  
this 5 day of Nov, 1953  
TAYLOR WILKINS, Sheriff

Circuit Court, Baldwin County

No. 2041 $\frac{1}{2}$

LEFF ENGINEERING, CO.

VS. } Garnishment On Judgment

JOSEPH PLEASANT

Issued 4th day of November 1953

Returnable day of 19

Attorney

Printed by Moore Ptg. Co.

Received day of 1953  
and on 11 day of Nov 1953  
I served a copy of the within  
on

By service on and returned

TAYLOR WILKINS, Sheriff  
By P. H. Wheeler D.S.

NOTICE TO DEFENDANT OF GARNISHMENT

STATE OF ALABAMA,  
BALDWIN COUNTY }

TO JOSEPH PLEASANT  
....., Defendant .....

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

LEFF ENGINEERING, CO.  
....., Plaintiff.....

versus JOSEPH PLEASANT  
....., Defendant.....

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

NEWPORT INDUSTRIES, INC.  
.....

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4th

day of November, 1945.

*Reverend J. L. Smith*  
.....  
Clerk of the Circuit Court.

NOTICE  
TO DEFENDANT OF GARNISHMENT  
BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO

LEFF ENGINEERING, CO. ....

Plaintiff .....

VS.

JOSEPH PLEASANT .....

Defendant .....

Received \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
and on 11 day of Nov 1953  
I served a copy of the within \_\_\_\_\_  
on \_\_\_\_\_

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

Joseph Pleasant

TAYLOR WILKINS, Sheriff

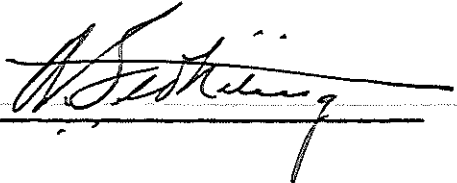
By Taylor Wilkins D.S.

LEFT ENGINEERING Company, Inc.,	)	In the CIRCUIT COURT OF
PLAINTIFF,	)	BALDWIN COUNTY, ALABAMA
VS	)	
JOSEPH PLEASANT,	)	AT LAW
DEFENDANT.	)	

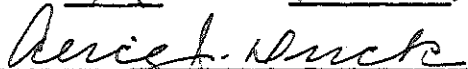
## AFFIDAVIT ON GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA  
BALDWIN COUNTY

Before me, Alice J. Duck, Clerk of Circuit Court, personally appeared A. S. Whiting as attorney for plaintiff, who being duly sworn deposes and says that the said Left Engineering Company, Inc., on the 25th day of September, 1953 recovered a judgment against Joseph Pleasant in the Circuit Court in and for said County, for the sum of \$186.34 and for the further sum of \$10.25, costs of suit; and that he believes that process of garnishment against said Joseph Pleasant is necessary to obtain satisfaction of said judgment, and that Newport Industries Inc. supposed to be indebted to the defendant in its possession or under its control.



Sworn to and subscribed before me  
this 4th day of Nov, 1953

  
Clerk of Circuit Court, Baldwin  
County, Alabama

FILED

11-4-53

ALICE J. DUCK, Clerk

no 2041 1/2

Garnishments  
on Jags.

FILED  
NOV 4 1963  
ALICE L. DUCK, Clerk

**CONDITIONAL SALE CONTRACT****APPLIANCES**Date August 6, 1945

Buyer's Name and Address (Please Print) Joseph A. Pleasant Rt. 1 Box 254 Bay Minnette, Alabama (Name) (Number and Street) (City) (State)

To Leff Engineering Company, Inc. Seller's Address 556 St. Louis St. Mobile, Ala. (Name of Dealer (Seller)) (Number and Street) (City) (State)

Buyer (which means all purchasers jointly and severally) has today purchased on the following terms and has examined, accepted in its present condition and received delivery from Seller of the following described merchandise:

Quantity	New or Used	Trade Name	Merchandise	Model Number	Serial Number		Cash Price
					Body or Cabinet	Motor or Unit	
1	New	Fairbanks-Morse	Pump				\$ 282.35
							\$
							\$
							\$
							\$

Cash Selling Price \$ 282.35Sales Tax \$ 5.65\$\$ 288.00Cash Down Payment \$ 30.00 Trade in \$        Total Down Payment \$ 30.00Unpaid Balance of Cash Selling Price \$ 258.00Finance Charge \$ 30.90Time Balance \$ 288.90payable in 18 consecutive monthly installments of \$ 16.05 each, andone final installment of \$       , all payable the same date of each month.The first installment becomes due       , 194       or one month from the date of this contract if not otherwise specified.

Said merchandise will be kept at Rt. 1 Box 254 Bay Minnette, Ala. (Number and Street) (City and State)

1. Buyer agrees to pay to Seller or order the said unpaid balance of the purchase price, in such installments. Title to said merchandise is retained by the holder hereof (meaning Seller, or, if this contract is assigned, the assignee of Seller) until said balance, and all sums due hereunder, have been fully paid. Said merchandise shall be at Buyer's risk. Holder may purchase such insurance in such form and amounts as holder may require; and Buyer hereby assigns to holder any monies not in excess of the sums due hereunder which may become payable under such insurance, including return or unearned premiums, and directs any insurance company to make payment, directly to holder to be applied on the sums due hereunder, and appoints holder as attorney in fact to endorse any drafts. If holder purchases such insurance, holder will pay all premiums thereon.

2. Buyer agrees: said merchandise shall remain personal property and not become part of the freehold; to pay promptly all taxes and assessments upon said merchandise and/or for its use or operation and/or on this contract; to keep said merchandise in good condition and free from liens and encumbrances; not to attempt to sell, assign, encumber, or in any way dispose of said merchandise, or any part thereof, accessories, repairs and parts placed on said merchandise shall be at Buyer's expense and shall become a component part of said merchandise and included in the terms of this agreement (but Buyer shall have no right to create any lien on said merchandise for equipment, accessories, repairs, or parts); to retain possession of said merchandise; that said merchandise will not be removed from the place at which it is to be kept, as stated above, or even temporarily from the county in which Buyer now resides, without the written consent of holder; that said merchandise will not be used for any illegal purpose; to settle any claims against Seller directly with Seller and not to set up any such claim in any action brought by any assignee of Seller; that time is of the essence hereof; and that any notices to Buyer shall be sufficiently given if mailed to the above address of Buyer.

3. If Buyer defaults on any obligation under this contract, or makes an assignment for the benefit of creditors, or a fraudulent conveyance, or becomes the subject of bankruptcy or receivership proceedings, or if holder shall consider the indebtedness or said merchandise insecure, at the option of holder, without notice or demand, all said installments, and all other sums payable hereunder, shall be immediately due and payable, together with a reasonable sum as attorney's fees, if an attorney is consulted or employed. In any such case, Buyer agrees to pay said amounts or, at holder's election, without notice or demand, all right and claim of Buyer

hereunder and in or to said merchandise shall cease and terminate, and Buyer shall deliver said merchandise to holder, and holder may, without notice or demand for performance or legal process, enter any premises where said merchandise may be found, and take possession of it, forcibly if necessary, without any liability to any person (and Buyer agrees to indemnify holder against any such liability), and retain all payments made by Buyer as compensation for the use of said merchandise in Buyer's possession; or holder may proceed to sell said merchandise with or without notice, at private or public sale, at which holder may purchase, with or without having said merchandise at the sale; and the proceeds of any such sale, less all holder's expenses (whether incurred in repossessing, holding and selling said merchandise or otherwise) and all sums paid by holder to remedy any default of the Buyer hereunder, shall be credited on the amount due and payable, and Buyer shall pay any remaining balance forthwith as liquidated damages for the breach of this contract and shall receive any surplus. Holder may, by suit or otherwise, enforce payment of the sums due hereunder, and no action with respect thereto shall be deemed to waive holder's right to the possession of said merchandise or to exercise any right hereunder, it being agreed that holder's remedies in the event of default by Buyer are cumulative and may be pursued and enforced successively.

4. All rights of exemption under the Constitution and Laws of Alabama or any other state are hereby waived by Buyer as against this obligation, and Buyer agrees to pay all costs and expenses of collecting or attempting to collect the same, including a reasonable attorney's fee; and if an action in detinue or other similar proceeding is brought to recover said merchandise and a suggestion is made by defendant in said action to have ascertained the unpaid balance of the purchase price, Buyer agrees that a reasonable attorney's fee for the services of plaintiff's attorney shall be added to and considered a part of the unpaid balance of the purchase price and shall be paid as part of the debt ascertained to be due.

5. Waiver of any default shall not be a waiver of any other default. No change in this contract shall be binding unless in writing. Buyer acknowledges receipt of a copy hereof, and waives notice of any assignment hereof. No agreement, promise, statement, representation, or warranty, whether oral or written, express or implied, shall be binding unless expressly contained herein. This contract shall apply to and bind the heirs, personal representatives, successors, and assigns, of Buyer, and enure to the benefit of Seller and to Seller's heirs, personal representatives, successors, and assigns.

Witness Ruth HerveWitness Ethel M. Calhoun (To Buyer's Signature)Witness Sam Henry (To Dealer's Signature)

Joseph A. Pleasant (SEAL) Buyer  
Minnie Lee Pleasant (SEAL)  
Leff Engineering Co. (SEAL) Dealer's Signature  
L. E. Leff Dealer  
 By Owner, Officer or Firm Member

# BUYER'S STATEMENT

DATE August 6, 1951

IT IS ABSOLUTELY NECESSARY THAT THIS FORM BE FILLED IN COMPLETELY

To Leff Engineering Company, Inc. Town Mobile, State Ala.  
(Name of Dealer)

For the purpose of securing credit from you on my (our) obligation hereto attached, I (we) make the following representations: I am (we are) confident that I (we) can meet the payments provided for in said obligation as they become due, and I (we) COVENANT NOT TO SELL, TRADE, ENCUMBER OR GIVE UP POSSESSION of the merchandise described in said obligation without your WRITTEN CONSENT until paid for in full:

Age 40 Is Buyer of the White Race? colored Income \$190.00 month  
Married yes Number Dependents 3 Have been with present employer 4 years  
Business \_\_\_\_\_ Income other than salary \$ \_\_\_\_\_ per week  
Profession \_\_\_\_\_ From what source \_\_\_\_\_

Position and Badge No. Laborer Name and addresses of nearest relative Normel Pleasant  
Present Employer Newport Industries Address Rt. 1 Box 254 Bay Minnette, Ala.  
Employer's Address Bay Minnette, Ala.

Past Employers and Addresses \_\_\_\_\_ REFERENCE—Business Houses or Responsible Individuals  
Name The David Furniture Co.  
Address Bay Minnette, Ala.  
Name Lambert Drug Company  
Address Bay Minnette, Ala.

Bank \_\_\_\_\_ Name Brown Grocery Co.  
Checking or Savings Account \_\_\_\_\_ Address Bay Minnette, Ala.  
Real Estate and Personal Property Home

Location Bay Minnette, Ala. ADDRESS OF BUYER  
Description 6 acres and house Give Street and Number of House or R. F. D. Number  
Value 2000.00 Owing on Same \_\_\_\_\_ Home Address Rt. 1 Box 254 Bay Minnette, Ala.  
County Baldwin

LIST BELOW LOAN OR INSTALLMENT OBLIGATIONS NOW OWING: Business Address \_\_\_\_\_  
Name \_\_\_\_\_ Mail Address Rt. 1 Box 254 Bay Minnette, Ala.  
Address \_\_\_\_\_ Telephone: Home \_\_\_\_\_ Business \_\_\_\_\_

NAME: FOR VALUE RECEIVED, THE FOREGOING CONTRACT AND THE MERCHANDISE THEREIN  
Address: RIGHTS THEREUNDER, AND THE MERCHANDISE THEREIN  
Name: DESCRIBED, ARE HEREBY SOLD AND TRANSFERRED TO  
Address: LEE ENGINEERING COMPANY Unpaid Balance \$ \_\_\_\_\_  
Name: \_\_\_\_\_ Unpaid Balance \$ \_\_\_\_\_  
Address: \_\_\_\_\_

Are there any suits or judgments against you? No. How long have you lived in present town or city? 31 Years \_\_\_\_\_ Months \_\_\_\_\_  
DATE MAY 13 1952 Give former location \_\_\_\_\_  
All of the information in this statement is true and correct.

Witness to Signature of Buyer Ruth Herve Signature of Buyer Joseph A. Pleasant  
Address P.O. Box 95, Bay Minnette, Ala. (Signature of Buyer) Mamie Lee Pleasant

## DEALER'S REPRESENTATION AND ASSIGNMENT

The contract on the reverse side hereof having been accepted by Dealer, we hereby represent and warrant to The First National Bank of Mobile, in order to induce its purchase of said contract, that the same is genuine; the cash payment and/or the trade-in allowance was received; the Buyer is competent and more than twenty-one (21) years old; we had good title to the merchandise, free from all liens and encumbrances, at the time of the execution of said contract; all laws and regulations applicable to the transaction have been complied with; all statements of fact in said contract are true; and "Buyer's Statement" is true to the best of our knowledge, information and belief. For value received, we hereby sell and assign said contract, together with all rights and privileges thereunder, and all interest in the merchandise to The First National Bank of Mobile, its successors and assigns, with full power to the bank in its purchase to take such legal or other proceedings as we might take except for this

assignment. The assignment is made with recourse on us, and we, jointly and severally, guarantee payment of principal, and interest after maturity at the highest legal contract rate, collecting expense, costs and attorney's fees and all other sums due under said contract, as and when the same shall become due, accepting all the provisions of said contract, and authorizing said bank, without notice to us, to grant Buyer extensions of time and to compound or release any rights against Buyer or any other obligor, and waiving all demands and notices of default and all other things necessary to hold us; also waiving all rights of exemption and agreeing that in the event of non-payment at maturity of any installment due under said contract, suit may be brought by said bank against any one or more or all of us, at the option of said bank, whether or not any suit has been commenced against the Buyer.

Dated Aug 16 1951  
Witness B. Steele

Leff Engineering Co.  
G. L. Leff

ALMUR S. WHITING

ATTORNEY AT LAW

TELEPHONES:  
OFFICE: 2-3604  
RESIDENCE: 6-6226

ANNEX, FIRST NATIONAL BANK BUILDING  
SUITE 708-9  
MOBILE 6, ALABAMA

August 28th, 1953.

P. O. BOX 988

Hon. Alice J. Duck,  
Clerk of Circuit Court,  
Bay Minette, Alabama.

Dear Mrs. Duck:

Re: Leff Engineering Co., Inc. vs. Joseph A. Pleasant.

Enclosed please find motion for default judgment in the above matter, with sales contract, which please present to Judge Hubert Hall for the granting of judgment by default, and oblige.

Yours truly,



P. S. I enclose check for \$1.00 for use in issuing and recording certificate of judgment. Please let me know when judgment has been granted.