

May 15, 1974

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

Spring TERM, 1974

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular...Spring..... Term, 19..71....., of the Circuit Court of Baldwin County, to-wit: On the12th..... day of ..March....., 19..71.., being a regular day of said term,Friendly Credit Union, a corporation.....

recovered judgment againstGeorge M. Catrett.....

for the sum of ~~One thousand forty-five & 79/100 (\$1045.79)~~ Dollars, and cost of suit, plus interest of \$218.12

and affidavit having been made byJohn L. Cole.....

that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

.....L. F. Construction Company, Inc.....

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendant or that 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, 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

.....L. F. Construction Company, Inc.....

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 makingits..... answer, or at any time intervening the time of serving the garnishment, and making the answerit..... was indebted to said defendant George M. Catrett and whether it will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing

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 whetherit..... has not inits..... possession or underits..... control money or effects belonging to the defendant.....George M. Catrett.....

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

Eunice B. Blackmon

Witness,, Clerk of said Court, this.....22nd day ofMay....., A. D., 19..74.

Issued22nd.....day ofMay..... A. D., 19..74.

ATTEST:

.....Eunice B. Blackmon..... Clerk

RECEIVED

MAY 23 1974

TAYLOR WILKINS
SHERIFF

Received 23 day of May 1974
and on 4 day of June 1974
I served a copy of the within
on L. F. Construction
By service of David Williams

TAYLOR WILKINS
SHERIFF

JOHN L. COLE
ATTORNEY AT LAW
1117 SOUTH 14TH STREET
BIRMINGHAM, ALA. 35205
TEL. NO. 933-2100

Richard Wilson

CIRCUIT COURT, BALDWIN COUNTY

No. 9549 1/2

Friendly Credit Union, a corp.
P.O. Box 2448
Mobile, Alabama

Plaintiff
VS. } GARNISHMENT ON JUDGMENT

George M. Catrett
Defendant

L F Construction Company, Inc.
Highway 98
Daphne, Alabama
Garnishee

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

JOHN L. COLE
ATTORNEY - AT - LAW
1117 SOUTH 14TH STREET
BIRMINGHAM, ALA. 35205
TEL. NO. 933-2100

Attorney

Moore Printing Co. - Bay Minette, Ala.

RECEIVED

MAY 23 1974

TAYLOR WILKINS
SHERIFF

Richard Wilson

CIRCUIT COURT, BALDWIN COUNTY

No. 9549 *h*

Friendly Credit Union, a corp.
P.O. Box 2448
Mobile, Alabama

Plaintiff
VS. } GARNISHMENT ON JUDGMENT
George M. Catrett
Defendant

L F Construction Company, Inc.
Highway 98
Daphne, Alabama
Garnishee

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

JOHN L. COLE
ATTORNEY - AT - LAW
1117 SOUTH 14TH STREET
BIRMINGHAM, ALA. 35205
TEL. NO. 933-2100

Attorney

Moore Printing Co. - Bay Minette, Ala.

Received *23* day of *May* 19 *74*
and on *7* day of *June* 19 *74*
I served a copy of the within
on *L F Construction*
By service of *David J. Cole*
BY *Taylor Wilkins*
TAYLOR WILKINS
BY *David J. Cole*
J. L. COLE
TAYLOR WILKINS, SHERIFF
J. L. COLE
J. L. COLE

May 15, 1974

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

TO George M. Catrett Defendant.....:

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

Friendly Credit Union, a corporation..... Plaintiff.....

versus George M. Catrett Defendant.....

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

L. F. Construction Company, Inc.

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

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

22nd day of May, 1974

Eunice B. Blackmon
Clerk of the Circuit Court.

~~998~~ ~~HAAT~~ ~~Scot~~
RECEIVED

MAY 23 1974

TAYLOR WILKINS
SHERIFF

Received - 23 day of May 19 74
I served a copy of the within
on Stevens & McElwain
By service on _____

TAYLOR WILKINS, Sheriff
By _____ D.S.

6-14-74
J. L. Catrett
TAYLOR WILKINS, Sheriff

9549 $\frac{1}{2}$

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Friendly Credit Union, a corpor.
P.O. Box 2448
Mobile, Alabama

Stacktor

Plaintiff....

VS.

George M. Catrett
c/o L.F. Construction Co., Inc.
Highway 98
Daphne, Alabama

Defendant....

JOHN L. COLE

ATTORNEY-AT-LAW

1117 SOUTH 14TH STREET

BIRMINGHAM, ALA. 35205

TEL. NO. 933-2100

May 19, 1974

MOORE PRINTING COMPANY - EAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

TO George M. Catrett Defendant.....:

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

Friendly Credit Union, a corporation Plaintiff.....

versus George M. Catrett Defendant.....

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

L. F. Construction Company, Inc.

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

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

22nd day of May 19 74

.....
Clerk of the Circuit Court.

9549 ^{1/2}

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Friendly Credit Union, a corpor.
P.O. Box 2448
Mobile, Alabama

Plaintiff....

VS.

George M. Catrett
c/o L.F. Construction Co., Inc.
Highway 98
Daphne, Alabama

Defendant....

JOHN L. COLE

ATTORNEY AT LAW

1117 SOUTH 14TH STREET

BIRMINGHAM, ALA. 35205

TEL. NO. 933-2100

May 15, 1974

9549 1/2

THE STATE OF ALABAMA
Baldwin County

Circuit Court

the undersigned, Notary Public, at large, Alabama State

Personally appeared before me, ~~XXXXXX Clerk of the Circuit Court in and for Baldwin County and State~~

aforsaid John L. Cole

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

of the Circuit Court of Baldwin County, to-wit: on the 12th day of March

1971, Friendly Credit Union, a corporation

recovered a judgment against George M. Catrett

for the sum of
One-thousand forty-five & 79/100 (\$1,045.79) plus interest of \$218.12 Dollars

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

L. F. Construction Company, Inc.

supposed to be indebted to or have effects of the said George M. Catrett

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

Garnishment against said George M. Catrett

is necessary to obtain satisfaction of said judgment. FILED

Sworn to and subscribed this 17 MAY 22 1974

day of May A. D. 1974

Lillian M. Cole
Notary Public
EUNICE B. BLACKMON
Clerk.

NO. 9549.....

Circuit Court

Friendly Credit Union, a corp.
P.O. Box 2448
Mobile, Alabama 36601

.....

vs.

George M. Catrett
c/o L F Construction Co., Inc.
Highway 98
Daphne, Alabama.....

AFFIDAVIT GARNISHMENT ON JUDGMENT

Filed this day of

....., 19.....

.....
Clerk.

MOORE PRINTING CO. - BAY MINETTE, ALA.
ATTORNEY - AT - LAW
1117 SOUTH 14TH STREET
BIRMINGHAM, ALA. 35205
TEL. NO. 333-2100

JOHN L. COLE
DOUGLAS KEY

COLE & KEY
Attorneys at Law
University Credit Union Bldg.
1117 14th Street South
Birmingham, Alabama 35205

TELEPHONE 933-2100

March 26, 1975

Ms. Eunice B. Blackmon
Circuit Clerk
Baldwin County Court House
Bay Minette, Alabama

RE: Friendly Credit Union
VS: George M. Catrett
Our file n0: 675-0036
Case # 9549½

Dear Ms. Blackmon:

Please let this letter serve as your authority to dismiss
the garnishment in the above styled case.

Sincerely yours,



John L. Cole
Attorney at Law

JLC/kd

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

FRIENDLY CREDIT UNION,
a corporation,

Plaintiff,

vs.

GEORGE M. CATRETT,

Defendant.

CIVIL ACTION NO. 9549 1/2

ANSWER

Comes now the Garnishee, L. F. Construction Co., Inc., and in answer to the garnishment issued in the above styled cause, says that it was indebted to the Defendant at the time of the service of this garnishment and is still so indebted to him, but that it has in its possession or under its control no personal or real property or things in action belonging to the Defendant other than the above described debt. The Garnishee further says that it expects to incur further indebtedness to the Defendant in the future.

And now having fully answered, the Garnishee prays that it recover its costs in this behalf expended.

L. F. CONSTRUCTION CO., INC.

By

A. Danner Frazer Jr.
A. DANNER FRAZER, JR.
As its Attorney

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 11th day of June, 1974, 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.

A. Danner Frazer Jr.

FILED

JUN 18 1974

UNICE B. BLACKMON
CIRCUIT CLERK

STATE OF ALABAMA)

COUNTY OF MOBILE)

Personally appeared before me the undersigned authority in and for said County in said State, A. DANNER FRAZER, JR., who being by me first duly sworn did depose and say:

I am the Attorney for L. F. CONSTRUCTION CO., INC., and am authorized by said corporation to make this Answer. I am informed and believe and based upon such information and belief, state that the foregoing Answer to the garnishment is true and correct.


A. DANNER FRAZER, JR.

SWORN TO and SUBSCRIBED

before me this 11th day of

June, 19 74.

FILED

JUN 12 1974

EUNICE B. BLACKMON CIRCUIT
CLERK


Notary Public

(AFFIX NOTARIAL SEAL)

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

FRIENDLY CREDIT UNION,
a corporation,

Plaintiff,

vs.

GEORGE M. CATRETT,

Defendant.

CIVIL ACTION NO. 9549 1/2

AMENDED ANSWER

Comes now the Garnishee, L. F. Construction Co., Inc., and amends its Answer to the garnishment heretofore filed in the above styled cause, and says that it was indebted to the Defendant at the time of the service of this garnishment in the approximate amount of \$29.00 but that such indebtedness arose out of the employment of the Defendant by the Garnishee, which employment has now been terminated. Such indebtedness is protected from withholding by Federal and State garnishment exemption statutes and therefore has been paid to the Defendant. The Garnishee is not now indebted to the Defendant, at the time of making this Answer, and will not be indebted in the future to said Defendant by a contract existing at the time of service of the garnishment or at the time of making this Answer; that it has in its possession or under its control no personal or real property or things in action belonging to said Defendant.

L. F. CONSTRUCTION CO., INC.

By

A. Danner Frazer, Jr.
A. DANNER FRAZER, JR.
As its Attorney

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 17th day of June, 1974, 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.

A. Danner Frazer, Jr.

FILED

EUNICE B. BLACKMON CIRCUIT CLERK

STATE OF ALABAMA)

COUNTY OF MOBILE)

Personally appeared before me the undersigned authority in and for said County in said State, A. DANNER FRAZER, JR., who being by me first duly sworn did depose and say:

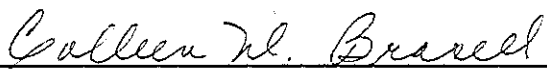
I am the Attorney for L. F. CONSTRUCTION CO., INC., and am authorized by said corporation to make this Amended Answer. I am informed and believe and based upon such information and belief, state that the foregoing Amended Answer to the garnishment is true and correct.


A. DANNER FRAZER, JR.

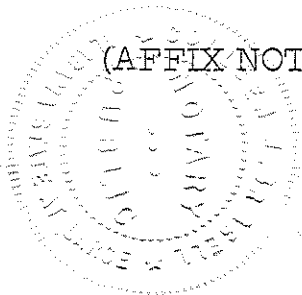
SWORN TO and SUBSCRIBED

before me this 17th day of

June, 19 74.


Notary Public

(AFFIX NOTARIAL SEAL)



FILED

JUN 18 1974

WINICE B. BLACKMON CIRCUIT CLERK

GARNISHMENT ON JUDGMENT

1103-2

HUBBARD & SON, BIRMINGHAM, ALA.

CIRCUIT

COURT OF BALDWIN COUNTY, ALABAMACASE NO. 9549 1/2

TO ANY SHERIFF OF THE STATE OF ALABAMA. . GREETINGS:

WHEREAS, on the 12th day of March 19 71 in the CIRCUIT Court of BALDWIN County, Alabama FRIENDLY CREDIT UNION, A CORPORATION Plaintiff

recovered Judgment against GEORGE A. CATRETT SS#277 42 0394 Defendant

for the sum of \$1045.79 plus interest of \$423.54 and costs, and has made affidavit as required by law that

BALDWIN SALVAGE, INC.

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 SECTION 11 OF THE ALABAMA CONSUMER CREDIT ACT (SEE BELOW), DUE OR TO BECOME DUE TO SAID DEFENDANT, DURING SUCH PERIOD OF TIME NECESSARY TO ACCUMULATE THE SUM OF \$ 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

12-19

19

77

Eunice B. Blackburn CLERK.

- Answer form is provided on reverse side.
- If Garnishee fails to file sworn answer in 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 Costs.

GARNISHMENT PROVISIONS OF THE ALABAMA CONSUMER CREDIT ACT

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. (currently this is \$1.60 an hour or \$80.00 a week.)

DETERMINING AMOUNT SUBJECT TO GARNISHMENT: The following examples illustrate the Statutory tests for determining the amounts subject to garnishment.

- (A) An employee's earnings may not be garnisheed in any amount where disposable earnings in a particular week are \$80.00 or less. For those paid on monthly basis the amount is \$346.66 and for those paid semi-monthly it is \$173.33.
- (B) If an employee's gross earnings in a particular week are \$110.00 and after deductions required by law his disposable earnings are \$90.00 . . . Both tests are applied to determine which is the lesser amount for garnishment purposes.
- | | | |
|-----|----------------------|------------|
| (1) | \$90.00 x 20 percent | = \$18.00 |
| (2) | \$2.30 x 50 hours | = \$115.00 |
| | \$90.00 - \$80.00 | = \$10.00 |

In this week only \$10.00 may be garnisheed, since this is the lesser amount. (\$80.00 would be paid to employee)

- (C) If an employee's gross earnings in a particular week are \$150.00 and after deductions required by law his disposable earnings are \$125.00, the lesser figure would be determined as follows:

- | | | |
|-----|-----------------------|------------|
| (1) | \$125.00 x 20 percent | = \$25.00 |
| (2) | \$2.30 x 50 hours | = \$115.00 |
| | \$125.00 - \$80.00 | = \$45.00 |

In this week only \$25.00 may be garnisheed, since this is the lesser amount (\$100.00 would be paid to employee.)

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.

9549 1/2
CASE NUMBER

CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

FRIENDLY CREDIT UNION,
A CORPORATION
P.O. Box 2448
Mobile, Alabama 36601

Plaintiff

vs.
GEORGE M. CATRETT
SS# 277 42 0394

Defendant

BALDWIN SALVAGE, INC.

Garnishee

P.O. Box 288

Bay Minette, Al. 36562 Address

GARNISHMENT ON
JUDGMENT

\$ Judgment
\$ Court Costs
\$ Mileage
\$ TOTAL

Received _____ 19____
SHERIFF

RETURN

This Writ Executed by serving copy on

DATE _____ 19____
SHERIFF

BY: _____ D.S.

The space below is provided for Garnishee to
use for keeping a record.

9549 1/2
CASE NUMBER

FRIENDLY CREDIT UNION,
A CORPORATION

P.O. Box 2448

Mobile, Alabama 36601

Plaintiff

vs.

GEORGE M. CATRETT
SS# 277 42 0394

175 Dickman Road
Bay Minette, Alabama 36507

Defendant

CIRCUIT COURT
BALDWIN County, Alabama

ANSWER OF GARNISHEE

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

2. Defendant NOT EMPLOYED – Garnishee
NOT INDEBTED when Writ received, or when
making this answer, or during intervening time,
and have not in possession or control any be-
longings of said Defendant.

3. Defendant is NOT SUBJECT to garnishment
under the provisions of Section 11 of the
Alabama Consumer Credit Act.

Sworn to and subscribed before me, on the
____ day of _____ 19 ____

NOTARY PUBLIC

BALDWIN SALVAGE
P. O. Box 288
PERDIDO, ALABAMA 36562

Memo

LETTER

Date *12-30-77*
Subject *George Catlett*

To *Circuit Court*
Ernie Blackmon
Bay Minette, Ala 36507

Ernie:
George Catlett doesn't work for Baldwin
Salvage.
I don't know where he works at now

FILED

JAN 5 1978

Ernie A. Blackmon
DISTRICT COURT CLERK

Jaamita
SIGNED

☐ Please reply ☐ No reply necessary

NOTICE TO DEFENDANT OF ISSUING GARNISHMENT.

Form 2135-2

Printed and for Sale by Roberts & Son, Birmingham

THE STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

December 14Term, 19 77

FRIENDLY CREDIT UNION, A CORPORATION

Plaintiff

Versus

GEORGE M. CATRETT SS#277 42 0394

Defendant

BALDWIN SALVAGE, INC.

Garnishee

To GEORGE M. CATRETT

You will take notice that affidavit having been made in the above stated cause, that

BALDWIN SALVAGE, INC.is supposed to be indebted to the said defendant GEORGE M. CATRETTor have effects of the said GEORGE M. CATRETT in itspossession or under its control and that it is believed that process of garnish-ment is necessary against said GEORGE M. CATRETT to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said

BALDWIN SALVAGE, INC. commanding it to be and appear beforethe Circuit Court to be holden for BALDWIN County, Alabama, and within thirty daysafter service thereof, then and there to answer on oath what is its indebtedness to saidGEORGE M. CATRETT at the time of service of this Writ of Garnishment, or at thetime of making its answer, and whether it will not be indebted in future to himby contract then existing, and whether it have not in its possession or under its

control personal or real property or things in action belonging to defendant

GEORGE M. CATRETTWitness my hand this the 19th day of December, 19 77Eunice L. Blalock, Clerk

Received in office _____, 19____

Sheriff

Executed by serving _____
cop _____ of the within Notice of Garnish-
ment on the within named.

on the _____ day of _____, 19____

Sheriff

No. 9549 ¹/₂

THE STATE OF ALABAMA

BALDWIN _____ COUNTY

C I R C U I T C O U R T

FRIENDLY CREDIT UNION,
A CORPORATION

P.O. Box 2448
Mobile, Alabama 36601

Plaintiff

vs.

GEORGE M. CATRETT
SS#277 42 0394

175 Dickman Road
Bay Minette, Alabama 36507

Defendant

BALDWIN SALVAGE, INC.
P.O. Box 288

Perdido, Alabama 36502

Garnishee

**Notice to Defendant of Issuing
Garnishment**

John L. Cole

Attorney

THE STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

December 14 Term, 19 77

FRIENDLY CREDIT UNION, A CORPORATION

Plaintiff

Versus

GEORGE M. CATRETT SS#277 42 0394

Defendant

BALDWIN SALVAGE, INC.

Garnishee

To GEORGE M. CATRETT

You will take notice that affidavit having been made in the above stated cause, that

BALDWIN SALVAGE, INC.is supposed to be indebted to the said defendant GEORGE M. CATRETTor have effects of the said GEORGE M. CATRETT in itspossession or under its control and that it is believe d that process of garnish-ment is necessary against said GEORGE M. CATRETT to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said

BALDWIN SALVAGE, INC. commanding it to be and appear beforethe Circuit Court to be holden for BALDWIN County, Alabama, and within thirty daysafter service thereof, then and there to answer on oath what is its indebtedness to saidGEORGE M. CATRETT at the time of service of this Writ of Garnishment, or at thetime of making its answer, and whether it will not be indebted in future to himby contract then existing, and whether it have not in its possession or under its

control personal or real property or things in action belonging to defendant

GEORGE M. CATRETTWitness my hand this the 19th day of December, 19 77Ernest L. Blum, Clerk

RECEIVED

Received in office DEC 20 1977, 19

THOMAS H. BENTON
SHERIFF Sheriff

Executed by serving
cop of the within Notice of Garnish-
ment on the within named.

George M. Catrett

on the day of , 19

Sheriff

*Unable to locate
motel, Trailer Vacant*

THIS WRIT MAY BE SERVED "NOT FORCED" IN BALDWIN COUNTY
THIS 12 DAY OF Jan 1978 FOR THE FOLLOWING REASONS:

- ☒ NO SUCH ADDRESS
☐ INSUFFICIENT ADDRESS
☐ NOT EMPLOYED
☐ OTHER

THOMAS H. BENTON, SHERIFF

BY: *D. Johnson*

No. 9549 ^{1/2}

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

FRIENDLY CREDIT UNION,
A CORPORATION

P.O. Box 2448
Mobile, Alabama 36601

Plaintiff

vs.

GEORGE M. CATRETT
SS#277 42 0394

175 Dickman Road
Bay Minette, Alabama 36507

Defendant

BALDWIN SALVAGE, INC.
P.O. Box 288

Perdido, Alabama 36562 Garnishee

Notice to Defendant of Issuing
Garnishment

John L. Cole

Attorney

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

BALDWIN

COUNTY

Before me the undersigned

Notary public, State at large, Alabama,
 the Clerk of the Court of said County, personally appeared

JOHN L. COLE

who, being duly sworn, depose and say that

FRIENDLY CREDIT UNION, A CORPORATION

Plaintiff recovered a judgment at the 12th of March Term, A. D., 1971 of said
 Circuit Court of said County, against GEORGE M. CATRETT

SS#277 42 0394

Defendant

for the sum of One-thousand forty-five & 79/100 (\$1045.79) plus interest Dollars
 of \$423.54
 and the further sum of Dollars, cost of suit;

and that BALDWIN SALVAGE, INC.

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in its
 possession or under its control, and that he believes that process of Garnishment against
 the said BALDWIN SALVAGE, INC.
 is necessary to obtain satisfaction of said judgment.

Subscribed and sworn to before me, this _____ day of _____, A. D., 19____.

NOTARY PUBLIC

Clerk

GARNISHMENT ON JUDGMENT

1103-2

PUBLISHED BY SON, BIRMINGHAM, ALA.

CIRCUIT

COURT OF BALDWIN COUNTY, ALABAMA

CASE NO. 9549 1/2

TO ANY SHERIFF OF THE STATE OF ALABAMA. . GREETINGS:

WHEREAS, on the 12th day of March 19 71 in the CIRCUIT Court of
BALDWIN County, Alabama FRIENDLY CREDIT UNION, A CORPORATION Plaintiff

recovered Judgment against GEORGE M. CATRETT SS#277 42 0394 Defendant

for the sum of \$1045.79 plus interest of \$423.54 and costs, and has made affidavit as required by law that

BALDWIN SALVAGE, INC.

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 SECTION 11 OF THE ALABAMA CONSUMER CREDIT ACT (SEE BELOW), DUE OR TO BECOME DUE TO SAID DEFENDANT, DURING SUCH PERIOD OF TIME NECESSARY TO ACCUMULATE THE SUM OF \$ _____ 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 12-19 19 77

Eunice B. Blalock CLERK.

- Answer form is provided on reverse side.
- If Garnishee fails to file sworn answer in 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 Costs.

GARNISHMENT PROVISIONS OF THE ALABAMA CONSUMER CREDIT ACT

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. (currently this is \$1.60 an hour or \$80.00 a week.)

DETERMINING AMOUNT SUBJECT TO GARNISHMENT: The following examples illustrate the Statutory tests for determining the amounts subject to garnishment.

- An employee's earnings may not be garnisheed in any amount where disposable earnings in a particular week are \$80.00 or less. For those paid on monthly basis the amount is \$346.66 and for those paid semi-monthly it is \$173.33.
- If an employee's gross earnings in a particular week are \$110.00 and after deductions required by law his disposable earnings are \$90.00 . . . Both tests are applied to determine which is the lesser amount for garnishment purposes.
 - $90.00 \times 20 \text{ percent} = \18.00
 - $\$2.30 \times 50 \text{ hours} = \115.00
 $90.00 - \$80.00 = \10.00

In this week only \$10.00 may be garnisheed, since this is the lesser amount. (\$80.00 would be paid to employee)

- If an employee's gross earnings in a particular week are \$150.00 and after deductions required by law his disposable earnings are \$125.00, the lesser figure would be determined as follows:
 - $125.00 \times 20 \text{ percent} = \25.00
 - $\$2.30 \times 50 \text{ hours} = \115.00
 $125.00 - \$80.00 = \45.00

In this week only \$25.00 may be garnisheed, since this is the lesser amount (\$100.00 would be paid to employee.)

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.

9549 1/2
CASE NUMBER

CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

FRIENDLY CREDIT UNION,
A CORPORATION
P.O. Box 2448
Mobile, Alabama 36601
Plaintiff

vs.
GEORGE M. CATRETT
SS#277 42 0394
Defendant
BALDWIN SALVAGE, INC.
Garnishee

P.O. Box 288
Bay Minette, Al. 36562 Address

GARNISHMENT ON
JUDGMENT

\$ Judgment
\$ Court Costs
\$ Mileage
\$ TOTAL

RECEIVED

DEC 20 1977

Received _____ 19____
THOMAS H. BENTON
SHERIFF SHERIFF

RETURN

This Writ Executed by serving copy on

Baldwin Salvage, Inc.
By *Dilma Caraway*

DATE *Dec. 29* 19 *77*
Thomas H. Benton SHERIFF

BY: *Dilma Caraway* D. S.

The space below is provided for Garnishee to
use for keeping a record.

Dilma Caraway

9549
CASE NUMBER

FRIENDLY CREDIT UNION,
A CORPORATION

P.O. Box 2448

Mobile, Alabama 36601
Plaintiff

vs.

GEORGE M. CATRETT
SS# 277 42 0394

175 Dickman Road
Bay Minette, Alabama 36507
Defendant

CIRCUIT COURT
BALDWIN County, Alabama

ROBERTS & SON, BIRMINGHAM, AL

ANSWER OF GARNISHEE

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

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

3. Defendant is NOT SUBJECT to garnishment
under the provisions of Section 11 of the
Alabama Consumer Credit Act.

Sworn to and subscribed before me, on the
____ day of _____ 19 ____

NOTARY PUBLIC

December 14, 1977

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

BALDWIN

COUNTY

Before me the undersigned

Notary public, State at large, Alabama,
~~the XXXXX of the XXXXXXXXXXXXXXXXXXXXXXXXXX Court of said County~~ personally appeared

JOHN L. COLE

who, being duly sworn, deposes and says that

FRIENDLY CREDIT UNION, A CORPORATION

Plaintiff recovered a judgment at the 12th of March Term, A. D., 1971 of said
 CIRCUIT Court of said County, against GEORGE M. CATRETT

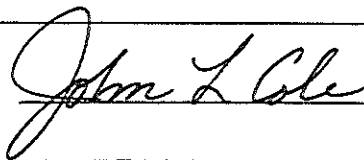
SS#277 42 0394

Defendant

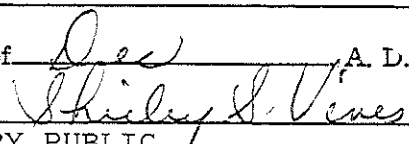
for the sum of One-thousand forty-five & 79/100 (\$1045.79) plus interest Dollars
 of \$423.54
 and the further sum of Dollars, cost of suit;

and that BALDWIN SALVAGE, INC.

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in its
 possession or under its control, and that he believes that process of Garnishment against
 the said BALDWIN SALVAGE, INC.
 is necessary to obtain satisfaction of said judgment.



Subscribed and sworn to before me, this 16th day of Dec, A. D., 1977


 NOTARY PUBLIC

XXXX