

Jackson W. Stokes

POST OFFICE BOX 356

TELEPHONE
AREA CODE 205
897-2894

ATTORNEY-AT-LAW

Eiba, Alabama 36323

December 18, 1971

Personnel Manager
Hale Manufacturing Company
Foley, Alabama

Re: Kerr-McGee vs. Donald Knight

Dear Sir:

I understand that garnishment proceedings have now been served on you in the above styled cause. As Attorney for the Plaintiff in this matter, you are advised that an agreement has been worked out between the Plaintiff and the Defendant for payment and the garnishment is hereby withdrawn. There is no necessity for your company to answer.

Thanking you and with my regards, I am,

Yours sincerely,



Jackson W. Stokes

JWS/dj

cc: Mrs. Eunice Blackmon
Circuit Clerk
County Courthouse
Bay Minette, Alabama

cc. Mr. Donald Knight
Box 645
Foley, Alabama

DALEVILLE OFFICE:
STOKES & NOMBERG
P. O. BOX 652
DALEVILLE, ALABAMA 36322

TELEPHONE { 598-6261
 598-6262
JACKSON W. STOKES
JOEL M. NOMBERG

9687 1/2

THE STATE OF ALABAMA

BALDWIN

COUNTY

CIRCUIT

COURT AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

Whereas, at the April Term, 1971, of the Circuit Court of Baldwin County Kerr McGee Chemical Corporation, a Corporation

Plaintiff recovering a judgment against Donald Lee Knight

Defendant for the sum of Three Hundred, Eight and 01/00 Dollars and cost of suit; and whereas, Jackson W. Stokes

has made affidavit as required by law, that Hale Manufacturing Company, Foley, Alabama is supposed to be indebted to said Defendant or have effects of said Defendant in its possession or under its control, and that they believe that process of Garnishment against the said Donald Lee Knight

is necessary to obtain satisfaction of said judgment.

THESE ARE THEREFORE TO COMMAND YOU, That you summon the said Hale Manufacturing Company

to be and appear in the Circuit Court of Baldwin County within thirty days from the service of this writ, then and there to answer, on oath, whether, at the time of this service of the Garnishment or the time of making its answer at any time intervening between the time of serving the Garnishment and making the answer, they were indebted to the Defendant, and whether they will not be indebted in future to him by a contract then existing, and whether by a contract then existing they are liable to him 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 have not in their possession or under their control money or effects belonging to the Defendant.

The Cost of Court in the original suit is \$ 23.70, the Court Cost of this Garnishment proceeding to date is \$

If said answer shows an indebtedness due or to become due by the Garnishee to the Defendant by contract then existing, you are commanded to answer further whether or not such indebtedness is for wages, salaries, or other compensation of laborers or employees residents of this state for personal services, and if so, you are commanded (a) to retain 25% thereof during such period of time as is necessary to accumulate a sum equal to the amount shown on this writ as due (b) at which time you will pay the same to the clerk of this Court; and (c) should the employment of the said Defendant be terminated, you will report such termination to the clerk of this Court within 15 days after the termination and pay into court all sums as have been withheld from the Defendant's wages, salaries or other compensation.

Witness, this 19 day of November, 1971

James B. Blackman Clerk.

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

BALDWIN

COUNTY

Before me Jean F. Parrish, Notary Public

of said County, personally appeared

Jackson W. Stokes who, being duly sworn, depose S and say S that

Kerr McGee Chemical Corporation, Inc., a Corporation

Plaintiff recovered a judgment at the April Term, A. D., 1971 of said

Circuit Court of said County, against Donald Lee Knight

Defendant

for the sum of Three Hundred, Eight and 01/100----- Dollars

and the further sum of ----- Dollars, cost of suit;

and that Hale Manufacturing Company, Foley, Alabama

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in it's

possession or under it's control, and that t he y believe that process of Garnishment against

the said Donald Lee Knight

is necessary to obtain satisfaction of said judgment.

[Handwritten Signature]

Subscribed and sworn to before me, this day of November, A. D., 1971

Notary Public

[Handwritten Signature]

No. 9687 1/2

THE STATE OF ALABAMA

COUNTY

COURT

vs.

WRIT OF GARNISHMENT ON JUDGMENT

Issued _____, 19

Clerk

Attorney

Received in office

19

Sheriff

Executed by serving

cop 4 of the within Writ of Garnishment on the within named:

[Handwritten Signatures]

on this / day of

1971

Sheriff claims 20 cents at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY *[Handwritten Signature]* DEPUTY SHERIFF

[Handwritten Signatures]

Sheriff

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THE STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

November Term, 19 71

KERR MCGEE CHEMICAL CORPORATION, A Corporation

Plaintiff

Versus

DONALD LEE KNIGHT

Defendant

HALE MANUFACTURING COMPANY, Foley, Alabama

Garnishee

To DONALD LEE KNIGHT

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

is supposed to be indebted to the said defendant Donald Lee Knight
or have effects of the said Donald Lee Knight in it's
possession or under it's control and that it believe s that process of garnish-
ment is necessary against said Donald Lee Knight to obtain
satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said Donald Lee Knight
Donald Lee Knight commanding it to be and appear before
the Circuit Court to be holden for Baldwin County, Alabama, and within thirty days
after service thereof, then and there to answer on oath what it's indebtedness to said
Donald Lee Knight at the time of service of this Writ of Garnishment, or at the
time of making it's answer, and whether it will not be indebted in future to him
by contract then existing, and whether they have not in their possession or under their
control personal or real property or things in action belonging to defendant Donald Lee Knight

Witness my hand this the 19 day of November, 19 71

Ernie B. Blackman, Clerk

*Attor
Ply*

Jackson W. Stokes

POST OFFICE BOX 356

TELEPHONE
AREA CODE 205
897-2894

ATTORNEY-AT-LAW

Elba, Alabama 36323

November 18, 1971

Mrs. Eunice Blackmon
Circuit Clerk
County Courthouse
Bay Minette, Alabama

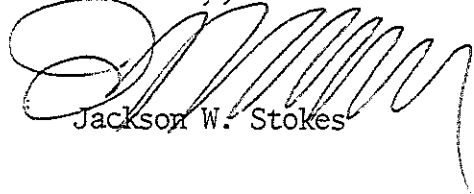
Re: Kerr McGee vs. Donald Lee Knight

Dear Mrs. Blackmon:

Enclosed herewith is notice to defendant of issuing garnishment and writ of garnishment on judgment. We filled in the original cost but did not include the cost to date. We would appreciate your making this entry. After service on the Garnishee has been perfected, please advise.

Thanking you and with my regards, I am,

Sincerely,



Jackson W. Stokes

JWS/jp

DALEVILLE OFFICE:
STOKES & NOMBERG
P. O. BOX 652
DALEVILLE, ALABAMA 36322

TELEPHONE { 598-6261
 { 598-6262

JACKSON W. STOKES
JOEL M. NOMBERG

Extra

THE STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

November Term, 19 71

KERR MCGEE CHEMICAL CORPORATION, A Corporation

Plaintiff

Versus

DONALD LEE KNIGHT

Defendant

HALE MANUFACTURING COMPANY, Foley, Alabama

Garnishee

To DONALD LEE KNIGHT

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

Hale Manufacturing Company

is supposed to be indebted to the said defendant Donald Lee Knight

or have effects of the said Donald Lee Knight in it's

possession or under it's control and that it believe s that process of garnish-

ment is necessary against said Donald Lee Knight to obtain

satisfaction of said judgment.

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

Donald Lee Knight commanding it to be and appear before

the Circuit Court to be holden for Baldwin County, Alabama, and within thirty days

after service thereof, then and there to answer on oath what it's indebtedness to said

Donald Lee Knight at the time of service of this Writ of Garnishment, or at the

time of making it's answer, and whether it will not be indebted in future to him

by contract then existing, and whether they have not in their possession or under their

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

Donald Lee Knight

Witness my hand this the day of November, 19 71

THE STATE OF ALABAMA

BALDWIN

COUNTY

CIRCUIT

COURT AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

Whereas, at the April Term, 1971, of the Circuit

Court of Baldwin County Kerr McGee Chemical Corporation, a Corporation

Plaintiff

recovering a judgment against Donald Lee Knight

Defendant for the sum of Three Hundred, Eight and 01/00

Dollars and cost of suit; and whereas,

Jackson W. Stokes

has made

affidavit as required by law, that Hale Manufacturing Company, Foley,

Alabama is

supposed to be indebted

to said Defendant or have effects of said Defendant in its possession or under its

control, and that they believe that process of Garnishment against the said

Donald Lee Knight

is necessary to obtain satisfaction of said judgment.

THESE ARE THEREFORE TO COMMAND YOU, That you summon the said

Hale Manufacturing Company

to be and appear in the Circuit Court of Baldwin County within thirty days from the service of this writ, then and there to answer, on oath, whether, at the time of this service

of the Garnishment or the time of making its answer at any time

intervening between the time of serving the Garnishment and making the answer, they were

indebted to the Defendant, and whether they will not be indebted in future to him

by a contract then existing, and whether by a contract then existing they are liable to him

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 have not in their possession or under their

control money or effects belonging to the Defendant.

The Cost of Court in the original suit is \$ 23.70, the Court Cost of this Garnishment proceeding to date is \$

If said answer shows an indebtedness due or to become due by the Garnishee to the Defendant by contract then existing, you are commanded to answer further whether or not such indebtedness is for wages, salaries, or other compensation of laborers or employees residents of this state for personal services, and if so, you are commanded (a) to retain 25% thereof during such period of time as is necessary to accumulate a sum equal to the amount shown on this writ as due (b) at which time you will pay the same to the clerk of this Court; and (c) should the employment of the said Defendant be terminated, you will report such termination to the clerk of this Court within 15 days after the termination and pay into court all sums as have been withheld from the Defendant's wages, salaries or other compensation.

Witness, this day of November, 1971

Clerk.

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

BALDWIN

COUNTY

Before me Jean F. Parrish, Notary Public

~~the Clerk of the~~ Court of said County, personally appeared

Jackson W. Stokes who, being duly sworn, depose S and say S that

Kerr McGee Chemical Corporation, Inc., a Corporation

Plaintiff recovered a judgment at the April Term, A. D., 1971 of said

Circuit Court of said County, against Donald Lee Knight

Defendant

for the sum of Three Hundred, Eight and 01/100 Dollars

and the further sum of Dollars, cost of suit;

and that Hale Manufacturing Company, Foley, Alabama

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in it's

possession or under it's control, and that t he y believe that process of Garnishment against

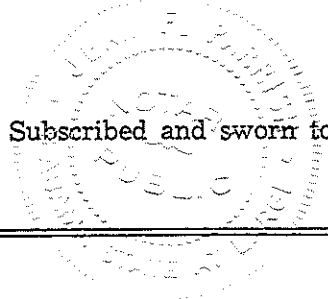
the said Donald Lee Knight

is necessary to obtain satisfaction of said judgment.

Subscribed and sworn to before me, this day of November, A. D., 1971

Notary Public

Clerk



J.F. Parrish

Jean F. Parrish

FILED

NOV 19 1971

FRANCIS B. BLACKMON - CIRCUIT CLERK

No. 9687 1/2	THE STATE OF ALABAMA	COUNTY	COURT	vs.	WRIT OF GARNISHMENT ON JUDGMENT	Issued _____, 19	Clerk	Attorney
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Received in office _____, 19

Sheriff

Sheriff

Executed by serving _____

cop of the within Writ of Garnishment on the within named:

on this _____ day of _____, 19

Sheriff

Sheriff