

BAILEY, TAYLOR & BENTON

ATTORNEYS AT LAW
61 NORTH SECTION STREET
P. O. BOX 361

FAIRHOPE, ALABAMA 36532

ERNEST M. BAILEY
LLOYD E. TAYLOR
DANIEL A. BENTON

TELEPHONES
(205) 928-2393
(205) 928-2308

January 8, 1975

Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

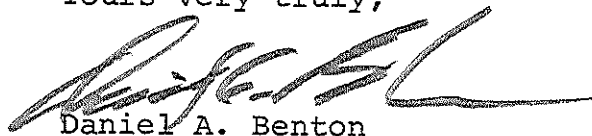
Re: Baldwin National Bank v. Hubert Lay
Civil Action No. 9701-1/2

Dear Mrs. Blackmon:

It is my understanding that there are \$238.90 on deposit as a consequence of the garnishment against the Grand Hotel Corporation.

I would appreciate very much your forwarding this to this office for disbursement, since it is my understanding that Mr. Lay has left the employment of the Grand Hotel.

Yours very truly,



Daniel A. Benton

DAB:w
cc-Baldwin National Bank



POINT CLEAR · ALABAMA. 36564 □ TELEPHONE 205 · 928-9201

October 11, 1974

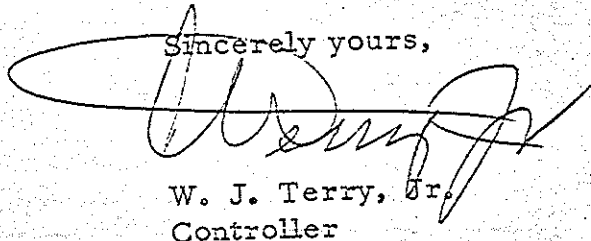
Mr. William L. Howell
Suite 2204
First National Bank Bldg.
Mobile, Alabama 36602

Dear Mr. Howell:

Vernell Millender (# 11, 164 1/2) and David Hubert Lay (# 9701 1/2) are no longer in our employ.

On October 8, 1974 we mailed a check to Mrs. Eunice Blackmon, Circuit Court, Bay Minette, Ala. and \$212.20 was included for Carolyn Watkins (now Carolyn Watkins Watts).

Sincerely yours,



W. J. Terry, Jr.
Controller

WJT/c

9701 1/2

STATE OF ALABAMA

Baldwin County

}

TO HUBERT LAY, Defendant.....

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of THE FAIRHOPE BRANCH OF THE BALDWIN NATIONAL BANK OF ROBERTSDALE Plaintiff.....

versus HUBERT LAY Defendant.....

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

THE GRAND HOTEL CORPORATION, Point Clear, Alabama

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 16th day of January, 1974

Clerk of the Circuit Court.

RECORDED
INDEXED
JAN 17 1974
CIRCUIT COURT
BALDWIN COUNTY, ALA.

RECEIVED

JAN 17 1974

TAYLOR WILKINS
SHERIFF

Received 17 day of Jan
and on 6 day of FEB 1974
I served a copy of the within
on Hubert Lay
By service on Hubert Lay

TAYLOR WILKINS, Sheriff
By W. M. Stobell
D. S.

Sherry's
Iron Center
TAYLOR WILKINS, Sheriff
DENSITY
Total \$ 8.50
DUES \$

970142

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

HUBERT LAY

THE FAIRHOPE BRANCH OF THE BALDWIN
NATIONAL BANK OF ROBERTSDALE Plaintiff...

VS.

HUBERT LAY

Defendant...

Daniel Benton, Atty.

THE STATE OF ALABAMA
Baldwin County

FILED

9701

Circuit Court JAN 16 1974

EMILIE B. BLACKMAN
CLERK

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State
aforesaid DANIEL A. BENTON

who being duly sworn, on oath says, that a regular Term
of the Circuit Court of Baldwin County, to-wit: on the ...9th..... day of ...April, 1971.....

1971..... THE FAIRHOPE BRANCH OF THE BALDWIN NATIONAL BANK OF ROBERTSDALE
recovered a judgment against HUBERT LAY

..... for the sum of
SEVEN HUNDRED THIRTY AND NO/100..... Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect; that
unpaid; that..... THE GRAND HOTEL CORPORATION of Point Clear, Alabama

supposed to be indebted to or have effects of the said Hubert Lay

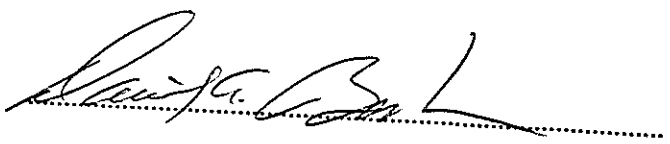
in its possession, or under its Control, and that he believes process of
Garnishment against said GRAND HOTEL CORPORATION

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 16

day of A. D. 1974

Emilie B. Blackman
Clerk.



STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 9th day of April, 1971, being a regular day of said term, THE FAIRHOPE BRANCH OF THE BALDWIN NATIONAL BANK OF ROBERTSDALE recovered judgment against HUBERT LAY

for the sum of SEVEN HUNDRED THIRTY AND NO/100 Dollars, and cost of suit, and affidavit having been made by DANIEL A. BENTON that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

THE GRAND HOTEL CORPORATION, Point Clear, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant or that it 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, 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 Comanded to Summon THE GRAND HOTEL CORPORATION

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 making its answer, or at any time intervening the time of serving the garnishment, and making the answer it was indebted to said defendant and whether it will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing it 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 it has not in its possession or under its control money or effects belonging to the defendant

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

Eunice B. Blackmon, Clerk
Witness, ~~A. H. Jones~~, Clerk of said Court, this 16 day of Jan, A. D., 1974
Issued 16 day of Jan, A. D., 1974

ATTEST:

Eunice B. Blackmon Clerk.

CIRCUIT COURT, BALDWIN COUNTY

No. 9701 1/2

THE FAIRHOPE BRANCH OF THE BALDWIN
NATIONAL BANK OF ROBERTSDALE,

Plaintiff

VS. } GARNISHMENT ON JUDGMENT

HUBERT LAY,

Defendant

Issued 16th day of Jan. 19 74

Returnable day of 19

RECEIVED

JAN 17 1974

TAYLOR WILKINS
Daniel Benton SHERIFF

Attorney

Received 17 day of Jan. 19 74 Sheriff's office
and on 21 day of Jan. 19 74 Ten Cents per mile Total \$ 8.00
I served a copy of the within TAYLOR WILKINS, Sheriff

on
By service on

TAYLOR WILKINS, Sheriff
BY D.A.

[Faint handwritten notes and signatures on the right side of the page]



POINT CLEAR • ALABAMA. 36564 □ TELEPHONE 205 • 928-9201

January 21, 1974

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

The Fairhope Branch of the Baldwin National Bank
of Robertsdale VS Hubert Lay


Dear Mrs. Blackmon:

Enclosed please find Garnishee's Answer with reference to
the above case.

Will you please furnish us the case no and amount of cost
in order for us to set up the account for collection?

Thank you.

Sincerely,


H. L. Hendrix
Auditor

/mb

Encl.

GARNISHEE'S ANSWER
STATE OF ALABAMA, BALDWIN COUNTY

Plaintiff,
The Fairhope Branch of The Baldwin National
Bank of Robertsdale
-vs-

Hubert Lay
Defendant,

GRAND HOTEL COMPANY,

Garnishee

CASE NO. 9701 1/2

Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, May G. Collier, who, on oath answers to the Writ of Garnishment issued in this cause and served on Grand Hotel Company, the Garnishee, and says that she is duly authorized to make this Answer, that she has knowledge of the facts stated herein, and that the said Garnishee is not indebted to the Defendant at the time of the service of this Garnishment or at the time of making the Answer, and that the said Garnishee will be indebted in the future to the said Defendant by a contract existing at the time of the service of the Garnishment and making this Answer, and that the said Garnishee has not in its possession or under its control, any personal or real property, or things in action belonging to said Defendant.

The Garnishee further says that the Defendant, Hubert Lay is employed by it and works regularly. Garnishee further says that it will withhold 25% of all wages to become due from it to the Defendant in the future and will continue to do so until further orders of this Honorable Court.

May George Collier
GRAND HOTEL COMPANY

SUBSCRIBED AND SWORN to before
me this 21st day of January, 1974

H. L. Head
Notary Public, State of Alabama at large

My Commission Expires: 7-7-77

(AFFIX NOTARIAL SEAL)

FILED

JAN 23 1974

EUNICE B. BLACKMON CIRCUIT CLERK

THE FAIRHOPE BRANCH OF THE)
BALDWIN NATIONAL BANK OF)
ROBERTSDALE, a banking)
corporation,)

Plaintiff)

vs.)

HUBERT LAY,)

Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

CIVIL ACTION NO. 9701-1/2

O R D E R

Comes now BALDWIN NATIONAL BANK, the plaintiff in the above styled matter, and files its motion for an order to have funds withheld by the GRAND HOTEL COMPANY from the wages of the defendant paid into Court, and the Court having considered the same is of the opinion that the relief should be granted. It is therefore

ORDERED that all amounts withheld from the wages of the defendant by the garnishee be promptly paid into Court ^{every 30 days} and that such withholding and payment into Court continue until the full amount of Seven Hundred Thirty Dollars (\$730.00) plus costs in said case are paid in full or until the defendant ceases to be an employee of said garnishee.

DONE this 1st day of February, 1974.

Telfair J. Mashburn
TELFAIR J. MASHBURN, Judge of the
Circuit Court

FILED

FEB 4 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

THE FAIRHOPE BRANCH OF THE)
BALDWIN NATIONAL BANK OF)
ROBERTSDALE, a banking)
corporation,)

Plaintiff)

vs.)

HUBERT LAY,)

Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

CIVIL ACTION NO. 9701-1/2

M O T I O N

Comes now the plaintiff in the above-styled matter, BALDWIN NATIONAL BANK OF ROBERTSDALE, and shows unto the Court that the GRAND HOTEL COMPANY, the garnishee in the above-styled matter, has filed an answer to the writ of garnishment heretofore filed in this case and that in said answer, the said GRAND HOTEL COMPANY stated that it would withhold the amount required by law from the wages of the defendant until further orders of the Court.

The plaintiff moves this Court to order the garnishee to pay said funds into Court until the full amount of the balance under said judgment is paid, namely, Seven Hundred Thirty Dollars (\$730.00) and the costs of Court in said suit.

BALDWIN NATIONAL BANK OF ROBERTSDALE

By 
DANIEL A. BENTON, Its Attorney

OF COUNSEL:

BAILEY, TAYLOR & BENTON
61 North Section Street
Fairhope, Alabama

FILED

FEB 1 1974

EUNICE B. BLACKMON CIRCUIT
CLERK