

STATE OF ALABAMA)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

BALDWIN COUNTY)

You are hereby commanded to summon R.E. GODSEY, residing at the corner of N. Alston and Spruce Streets, in Foley, Alabama, (OR, RED CARPET HOTEL, FOLEY) employed at the Texaco Station on I-10 at the Gateswood Exit in Baldwin County, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of the Ebert Agency, Inc., an Alabama corporation.

March 25, 1971
Date

Ernie B. Blackburn
Clerk

* * * * *

EBERT AGENCY, INC.)

AN ALABAMA CORPORATION,)

Plaintiff)

v.)

R.E. GODSEY,)

Defendant)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO 9763

COMPLAINT

COUNT ONE: The Plaintiff claims of the Defendant Two Hundred and fifty-two Dollars(\$252.00), damages for the breach of an agreement entered into by him on the 7th day of December, 1968, in Foley, Alabama, in substance as follows: Plaintiff, acting through its duly authorized officer and agent, Charles Ebert, Jr., agreed to write policy # TR 67 16 105 and pay the premium to the insurer on a policy of insurance for fire and theft for seven tractors in the possession of the Defendant, and Defendant agreed to reimburse Plaintiff for the premium. And the Plaintiff says that, although he has complied with all its provisions on his part, the Defendant has failed to comply with the following provision, viz: he failed to re-pay the premium to the Plaintiff, and the sum due and owing is \$252.00.

COUNT TWO: The Plaintiff claims of the Defendant Three hundred and Ninety-nine(\$399.00) Dollars, damages for the breach of an agreement entered into by him on the 5th day of December, 1968, in Foley, Alabama, in substance as follows: Plaintiff, acting through its duly authorized officer and agent, Charles Ebert, Jr., agreed to write policy # 693 31 47 and pay the premium to the insurer on a policy of insurance of liability, fire, theft, collision, on four vehicles and a trailer in possession of the Defendant, and Defendant agreed to re-imburse Plaintiff for the premium. And the Plaintiff says that, although he has complied with all its provisions on its part, the Defendant has failed to comply with the following provision, viz: he failed to repay the premium to the Plaintiff, and the sum due and owing is \$399.00.

COUNT THREE: The Plaintiff claims of the Defendant Eighty-two Dollars(\$82.00), damages for the breach of an agreement entered into by him on the 5th day of December, 1968, in Foley, Alabama, in substance as follows: Plaintiff, acting through its duly authorized officer and agent, Charles Ebert, Jr., agreed to write policy # MC 9 50 65 19 and pay the premium to the insurer on a policy of insurance for genral business liability for the Defendant, and Defendant agreed to re-imburse Plaintiff for the premium. And the Plaintiff says that, although he has complied with all its provisions on his part, the Defendant has failed to comply with the following provision, viz: he failed to repay the premium to the Plaintiff, and the sum due and owing is \$82.00.

COUNT FOUR: The Plaintiff claims of the Defendant Seventy-four Dollars(\$74.00), damages for the breach of an agreement entered into by him on the 5th day of December, 1966, in Foley, Alabama, in substance as follows: Plaintiff, acting through its duly authorized officer and agent, Charles Ebert, Jr., agreed to write policy # TC 53 54 45 and pay the premium to the insurer

on a three year policy of workman's compensation insurance for the Defendant, and Defendant agreed to re-imburse Plaintiff for the premium. And the Plaintiff says that, although he has complied with all its provisions on his part, the Defendant has failed to comply with the following provision, viz: he failed to re-pay the premium to the Plaintiff, and the sum due and owing is \$74.00.

Daniel E. Robison . . .
Daniel E. Robison
Attorney for the Plaintiff

FILED

MAR 25 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

EBERT AGENCY, INC.)	
AN ALABAMA CORPORATION,)	IN THE CIRCUIT COURT OF
Plaintiff)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW
R.E. GODSEY,)	NO. _____
Defendant)	

AMENDMENT

Comes now the Plaintiff in the above-styled suit and asks leave of the Court to amend his Complaint in Count One as follows:

DELETE: "Two hundred and fifty-two dollars(\$252.00)"
wherever such phrase appears.

SUBSTITUTE: "One hundred and ninety-one dollars(\$191.00)"
wherever the figures \$252.00 appeared.

FILED

MAR 25 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Daniel E. Robison

Daniel E. Robison
Plaintiff's Attorney

9763

Elbert Agency, Inc.
c/o Ala. corp.

vs.

R. E. Godsey

1. Summons & Complaint
2. Amendment

FILED

MAR 25 1971

EUNICE B. BLACKMON
CLERK

Daniel E. Robinson

Received 25 day of Mar 19 71.
and on 30 day of Mar 19 71
I served a copy of the within SC & Amendment
on R. E. Godsey
By service on _____

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Brown
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff
By H. A. Brown D. S.
40 mi RT.
Posly

The State of Alabama, }
Baldwin County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greetings:

Whereas Ebert Agency, Inc., an Alabama Corporation

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of
said County, against R. E. Godsey

for the sum of \$252.00 Dollars and whereas, the said
Ebert Agency, Inc., an Alabama Corporation

has entered into bond, and made affidavit as required by law that the said R. E. Godsey

is indebted to Ebert Agency, Inc., an Ala. Corp. in the sum of \$252.00

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such
judgment as may be recovered by Plaintiff, and that Home Insurance Indemnity Company

(Charles Ebert, agent)

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Home Insurance Indemnity
Company (Charles Ebert, agent)

to be and appear at the within 30 days from service hereof term of the Circuit Court, to
be holden for the County of Baldwin, on 19,
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or
at the time of making your answer, or at any time intervening between the time of serving the
garnishment and making the answer, you were indebted to the defendant, and whether, you
will not be indebted to him in the future by a contract then existing, and whether by a contract
then existing, you 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 you have not in your possession or under your control money or effects belonging to the
defendant.

Witness my hand this 25th day of March, 19 71

Junice B. Blackburn Clerk

No 9763

Circuit Court of Baldwin County

EBERT AGENCY, INC., AN ALA. CORP.

VS. { GARNISHMENT ON SUMMONS

R. E. GODSEY, Defendant

Home Insurance Indemnity Co.,
(Charles Ebert, Agent)

Issued 25th day of March 19 71

Daniel E. Robison

Plaintiff's Attorney

Printed by Moore Printing Co.

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$7.20
PROCESS(ES) OR A TOTAL OF \$ 8.70

Received 25 day of Mar 19 71
and on 26 day of March 19 71
I served a copy of the within Writ
on Home Insurance Indemnity Co.
By service on Charles Ebert Jr. Attorney

TAYLOR WILKINS, Sheriff
By Richard J. Stewart D. S.

STATE OF ALABAMA

Baldwin County

TO R. E. GODSEY....., Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..
EBERT AGENCY, INC., AN ALABAMA CORPORATION....., Plaintiff.....,
versus R. E. GODSEY....., Defendant.....,

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

HOME INSURANCE INDEMNITY CO......

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the
25th day of March....., 19.71...

Ernie B. Blackmon
Clerk of the Circuit Court.

CASE NO. 9763

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

R. E. GODSEY

EBERT AGENCY, INC., AN ALA. CORP.

Plaintiff....

VS.

R. E. GODSEY

Defendant....

Daniel E. Robison

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$ 4.00
PROCESS(ES) OR A TOTAL OF \$ 5.50

Received 25 day of May 19 71
and on 2 day of April 19 71
I served a copy of the within Notice
on R. E. Godsey
By service on _____

TAYLOR WILKINS, Sheriff
By H. B. Brown D. S.
Home R.T.
Lobby

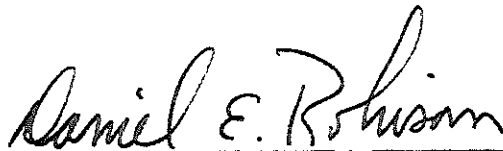
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WBERT AGENCY, INC.)
AN ALABAMA CORPORATION,) IN THE CIRCUIT COURT OF
Plaintiff) BLADWIN COUNTY, ALABAMA
vs.) AT LAW
R.E. GODSEY,) NO. 9763
Defendant)

MOTION TO DISMISS

Comes now the Plaintiff in the above-styled cause and asks this Court:

1. Recall Service from the Sheriff's Department.
2. DISMISS this case.
3. Refund to the Plaintiff any sums remaining from his security for court costs.



Daniel E. Robison
Plaintiff's Attorney

FILED

MAR 29 1971

EUNICE B. BLACKMON CIRCUIT CLERK

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

9763

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, EBERT AGENCY, INC., an Alabama Corporation
* Daniel E. Robinson

are held and firmly bound unto XX ROBERT E. GODSEY

in the sum of One thousand four hundred and ninety-two (\$1492.00) DOLLARS,
to be paid to the said Robert E. Godsey

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these Presents.

Sealed with our seals, and dated this 24th day of March, 19 71

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound
EBERT AGENCY, INC., an Alabama Corporation

has S commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Robert E. Godsey

the sum of Seven hundred and forty six and no/100ths (\$746.00) --- Dollars,
and has S on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to
Home Insurance Indemnity Company (Charles Ebert, agent)

summoning him it is indebted to said Defendant, or what effects of said Defendant xx it has its possession, or under its control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as it may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and laws of Alabama, and we hereby severally certify that we have have property free from all incumbrance, to the full amount of the above bond.

EBERT AGENCY, INC (Seal)

by Charles J. Ebert, President (Seal)

Daniel E. Robinson (Seal)

Approved this 25 day of March, A. D., 19 71

Ernie B. Blackman clerk.

The State of Alabama }
Baldwin County

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared Daniel E. Robison

who, being duly sworn, doth depose and say that

Robert E. Godsey

Ebert Agency, Inc., an Ala. Corp. indebted to in the sum of \$746.00 Dollars,
and that Ebert Agency, Inc. commenced on suit by summons and complaint on said indebtedness
against the said Robert E. Godsey

and that Home Insurance Indemnity Company(Charles Ebert, agent)

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in its
possession, or under control, and that believe that process of Garnishment against the said
Home Insurance Indemnity Co.

is necessary to obtain satisfaction of said claim; and that the said HOME INSURANCE
is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose
of vexing or harassing said Defendant, or other improper motives.

Sworn to and subscribed before me this 25 day of March 1971
Daniel E. Robison
Ernie B. Blackman, Clerk Circuit Court.

116

No.	THE STATE OF ALABAMA Baldwin County.	CIRCUIT COURT	Plaintiff	TO	Defendant	Bond and Affidavit in Garnishment on Summons	Filed this day of	, 19	Clerk.
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