

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,275

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Arabell Roper

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.....

Arabell Roper

....., Defendant.....

by Field Enterprises Educational Corporation

....., Plaintiff.....

witness my hand this 9th day of March 1972

Eunice S. Blackman Clerk

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

FIEDD ENTERPRISES EDUCATINNAL CORP.

Plaintiffs

VS.

ARABELL ROPER

Defendants

SUMMONS AND COMPLAINT

Filed March 9, 1972

Eunice B. Blackmon Clerk

FILED

MAR 9 1972

EUNICE B. BLACKMON
MAR 9 1972
CIRCUIT CLERK

William L. Howell

Plaintiff's Attorney

MAR 9 Defendant's Attorney

Defendant lives at

Received In Office

March 9, 1972
Taylor Wilkins Sheriff
I have executed this summons

this 3-11 1972

by leaving a copy with

Arabella Roper

Sheriff claims

Ten Cents per mile Total

TAYLOR

TAYLOR

TAYLOR

TAYLOR

TAYLOR

TAYLOR

TAYLOR

TAYLOR

Donald Johnson Deputy Sheriff

Serve in Foley

WILLIAM L. HOWELL

Attorney at Law

April 13, 1972

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

Honorable Telfair Mashburn
Judge of Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: Field Enterprises Educational Corporation vs Arabell
Roper, Case Number 10,275

Dear Judge Mashburn:

Please enter a default judgment in the above styled cause
in the sum of \$420.09 which is the principal amount.

Thanking you for your considerations in the matter, and
with warmest regards, I am,

Very trul yours,


William L. Howell

WLH:gd


Encl:

FIELD ENTERPRISES EDUCATIONAL)	IN THE CIRCUIT COURT OF
CORPORATION)	
Plaintiff)	BALDWIN COUNTY, ALABAMA
VS)	AT LAW
ARABELL ROPER)	
Defendant)	CASE NO. 10,275

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto your Honor that the defendant in the above styled cause was served with process on March 11, 1972 and since that date has failed and refused to plea, answer, or demur to the complaint, and still fails and refuses, to plea, answer or demur.

WHEREFORE, the plaintiff moves your Honor to make and enter a judgment for the plaintiff in the sum of FOUR HUNDRED TWENTY and 09/100 (\$420.09) DOLLARS.


 WILLIAM L. HOWELL
 Attorney for Plaintiff
 Suite 2204 First National Bank
 Mobile, Alabama 36602

FILED

APR 17 1972

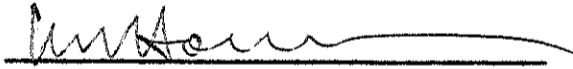
EUNICE B. BLACKMON CIRCUIT
CLERK

FIELD ENTERPRISES EDUCATIONAL)	IN THE CIRCUIT COURT OF
CORPORATION)	
Plaintiff)	BALDWIN COUNTY, ALABAMA
VS)	AT LAW
ARABELL ROPER)	
Defendant)	CASE NO. 10,275

MOTION FOR JUDGMENT BY DEFAULT

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WHEREFORE, the plaintiff moves your Honor to make and enter a judgment for the plaintiff in the sum of FOUR HUNDRED TWENTY and 09/100 (\$420.09) DOLLARS.


 WILLIAM L. HOWELL
 Attorney for Plaintiff
 Suite 2204 First National Bank
 Mobile, Alabama 36602

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

18,275 1/2

THE STATE OF ALABAMA }
MOBILE COUNTY
Baldwin

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John B. Henderson, Clerk of the Circuit Court~~ in and for Mobile County
and State aforesaid William L. Howellwho being duly sworn, on oath says, that on the 17 day of April, 19 72
Baldwin

in the Circuit Court of Mobile County, in Case No. 10,275 The Plaintiff Field

Enterprises Educational Corporation

recovered a judgment against Arabell Roper

the Defendant, whose address
is Foley Nursing Home, Foley, Alabama

for the sum of FOUR HUNDRED TWENTY and no/100 (\$420.00)

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;
that Foley Nursing Home

whose address is Foley, Alabama

is supposed to be indebted to or have effects of the said Arabell Roper

in its possession or under its control, and that he believes process of Garnishment against the said Foley Nursing Home

Foley, Alabama

is necessary to obtain satisfaction of said judgment.

William L. HowellSworn to and subscribed this 30th
day of May A.D., 19 72.Marye D. Primm
Notary Public Clerk

My Commission Expires Jan. 20, 1975

FILED

JUN 2 1972

EUNICE B. BLACKMON
CIRCUIT
CLERK

No.....

CIRCUIT COURT

.....

Field Enterprises Educational
Corporation

vs.

Arabell Roper
c/o Foley Nursing Home
Foley, Alabama

.....

**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

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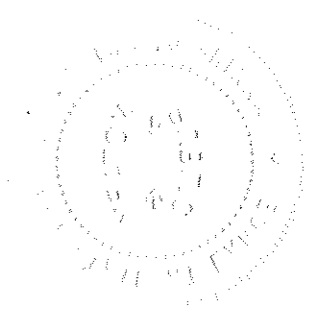
Filed in Office,

.....19.....

.....

Clerk.

.....



AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

CC Low 12-2M-12/71 APOA

THE STATE OF ALABAMA }
MOBILE COUNTY
Baldwin

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John E. West~~ in and for Mobile County

and State aforesaid William L. Howell

who being duly sworn, on oath says, that on the 17 day of April, 19 72

in the Circuit Court of Baldwin County, in Case No. 10,275 The Plaintiff Field

Enterprises Educational Corporation

recovered a judgment against Arabell Roper

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

that Foley Nursing Home

whose address is Foley, Alabama

is supposed to be indebted to or have effects of the said Arabell Roper

in its possession or under its
control, and that he believes process of Garnishment against the said Foley Nursing Home

Foley, Alabama

is necessary to obtain satisfaction of said Judgment.

William L. Howell

Sworn to and subscribed this 30th

day of May A.D., 19 72

Marlene D. Primm
Notary Public

Clark

My Commission Expires Jan. 28, 1975

FILED

JUN 2 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

No.....

CIRCUIT COURT

Field Enterprises Educational
Corporation

vs.

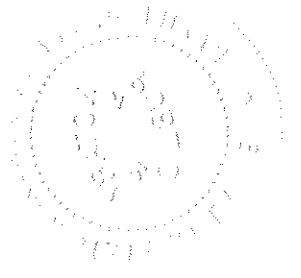
Arabell Roper
c/o Foley Nursing Home
Foley, Alabama

**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

Filed in Office,

.....19.....

.....
Clerk.
.....



THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

April

TERM, 19⁷²

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular.....April..... Term, 19⁷²..... of the Circuit Court of Baldwin County, to-wit: On the17th..... day ofApril....., 19⁷²....., being a regular day of said term,Enterprises Educational Corporation.....

recovered judgment againstArabell Roper.....

for the sum of Four Hundred Twenty & no/100-----(\$420.00) Dollars, and cost of suit, and affidavit having been made byWilliam L. Howell..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

Foley Nursing Home, Foley, Alabama

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendantArabell Roper..... or thatit..... 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 Foley Nursing Home, Foley, Alabama

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 answer it was indebted to said defendant Arabell Roper and whether it will not be indebted in future to said defendant Arabell Roper 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, Arabell Roper

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

Eunice B. Blackmon
Witness,, Clerk of said Court, this.....2nd..... day ofJune..... A. D., 19⁷¹..

Issued2nd..... day ofJune..... A. D., 19⁷²..

ATTEST:

Eunice B. Blackmon Clerk

Received At day of June 19 72
and on 9 day of July 19 72
I served copy of this on Foley Nursing Home
on Foley Nursing Home

By service on Mrs. Mary G. Roper

TAYLOR WILKINS, Sheriff
W. L. Howell

Sheriff claims 75 miles at
Ten Cents per mile Total 7.50
TAYLOR WILKINS, Sheriff
W. L. Howell
DEPUTY SHERIFF

#10,275 1/2
CIRCUIT COURT, BALDWIN COUNTY

No. #10,275 1/2

ENTERPRISES EDUCATIONAL CORPORATION

VS. } GARNISHMENT ON JUDGMENT

ARABELL ROPER

Issued 2nd day of June 19 72

Returnable day of 19

William L. Howell
Attorney

Moore Printing Co. - Bay Minette, Ala.

JUN 2 1972

TAYLOR

STATE OF ALABAMA

Baldwin County

TO ARABELL ROPER Defendant.....:

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

ENTERPRISES EDUCATIONAL CORPORATION Plaintiff.....versus ARABELL ROPER Defendant.....

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

Foley Nursing Home- Foley, Alabama

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

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

2.....day of June....., 19..72..
Clerk of the Circuit Court.

Received 2 day of June 1972
and on 3 day of June 1972
I served a copy of the within on Arbell Roper

By service on _____
TAYLOR WILKINS Sheriff
By Arbell Roper

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Arbell Roper
DEPUTY SHERIFF

#10,275 1/2

NOTICE
TO DEFENDANT OF GARNISHMENT
BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

ARABELL ROPER

ENTERPRISES EDUCATIONAL CORPORATION
Plaintiff....

VS.

ARABELL ROPER

Defendant....

JUN 2 1972

TAYLOR WILKINS

FOLEY NURSING HOME

P. O. DRAWER 939

FOLEY, ALABAMA 36535

E. RUSSELL DYER
ADMINISTRATOR

June 19, 1972

Circuit Court, Baldwin County
Bay Minette, Alabama

Attention: Eunice B. Blackmon, Clerk

Re: Arabell Roper,
Garnishment

10,275 1/2

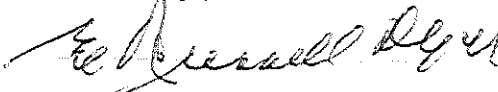
Dear Mrs. Blackmon:

The above party is employed by us as a maid in the housekeeping department. Her take home pay averages \$86.00 every two weeks.

She has seven children at home and her husband has left her with no support to speak of. She should never have been sold the books. We believe she was unduly influenced by the salesman who is a school teacher and well regarded in the colored community.

We have written to Enterprises Educational Corp. suggesting they accept the return of the books which have never been used. We feel the return should be accepted and the garnishment cancelled as it would cause great hardship if continued.

Sincerely,



E. Russell Dyer,
Administrator

FILED

JUN 20 1972


EUNICE B. BLACKMON CIRCUIT
CLERK

FIELD ENTERPRISES EDUCATIONAL] IN THE CIRCUIT COURT OF BALDWIN
CORPORATION, Plaintiff] COUNTY, ALABAMA
VS]
ARABELL ROPER, Defendant] AT LAW
FOLEY NURSING HOME, Garnishee] CASE NO. 10,275 1/2

MOTION FOR JUDGMENT NISI

Comes now the plaintiff in the above styled matter and shows and represents unto your Honor that the Garnishee in the above styled cause failed and refused and still fails and refuses to answer the writ of garnishment.

WHEREFORE, plaintiff moves your honor to enter judgment nisi.


WILLIAM L. HOWELL
Attorney for Plaintiff

Serve the garnishee

Foley Nursing Home
c/o Mr. E. Russell Dyer
Foley, Alabama

FILED

AUG 7 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

438-2516
denied - answer on file

FIELD ENTERPRISES EDUCATIONAL]
CORPORATION,

Plaintiff]

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA

VS

]

AT LAW

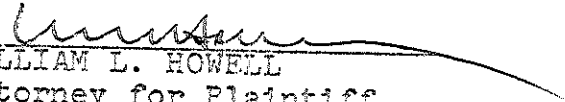
ARABELL ROPER, Defendant]

FOLEY NURSING HOME, Garnishee] CASE NO. 10,275 1/2

MOTION FOR JUDGMENT NISI

Comes now the plaintiff in the above styled matter and shows and represents unto your Honor that the Garnishee in the above styled cause failed and refused and still fails and refuses to answer the writ of garnishment.

WHEREFORE, plaintiff moves your honor to enter judgment nisi.


WILLIAM L. HOWELL
Attorney for Plaintiff

Serve the garnishee

Foley Nursing Home
c/o Mr. E. Russell Dyer
Foley, Alabama

RELEASE OF GARNISHMENT

Circuit Court of Baldwin County, Alabama

RE: FIELD ENTERPRISES EDUCATIONAL CORPORATION

vs.

Plaintiff.

ARABELL ROPER

Defendant.

To: FOLEY NURSING HOME

GARNISHEE

I, Eunice B. Blackmon, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 11th day of October, 1972

CLERK.

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

October 10, 1972

TELEPHONE
AREA CODE 205
438-2516

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

Re: Field Enterprises Educational Corp. vs Arabell Roper,
Case No. 10,275
Garnishee: Foley Nursing Home, Foley, Alabama

Dear Mrs. Blackmon:

Please discharge the garnishee in the above styled cause,
also please send the garnishment release to the garnishee
in the enclosed self-addressed, pre-metered envelope.

Thanking you in advance for your cooperation in the matter,
and with warmest personal regards, I am,

Very truly yours,


William L. Howell

WLH:gd

Encl:

FIELD ENTERPRISES EDUCATIONAL CORPORATION

Merchandise Mart Plaza

Chicago, Illinois 60654

STATEMENT OF CLAIM

DATE SEP 10, 1971

ACCOUNT
NUMBER

1170-100624

ATTORNEY
NUMBER

34

The following claim is assigned to
your office for collection.

ARABELL ROPER
BOX 1004
FOLEY AL

36535

PROCESS DATE	ORIGINAL SALE	SERVICE CHARGE
OCT 13 69	\$ 423.59	\$ 90.50
LAST PAYMENT		BALANCE
DATE	AMOUNT	
FEB 09 71	\$ 12.00	\$ 420.09

Terms of Transfer

- Fees on payment may be deducted before remitting.
- Contract must be returned upon cancellation of your action.

Please Refer to our Account Number When Corresponding

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