

WRIGHT DISCOUNT CORPORATION,
a corporation,

Plaintiff

vs.

CONNIE B. KNIGHT, PEARL D. CAPLES,
and BUIZELL CAPLES, SR.,

Defendants

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA

) AT LAW

)

) CASE NO. 10,562


)

C O M P L A I N T

COUNT I

The plaintiff claims of the defendant the sum of THREE HUNDRED FORTY AND 80/100 DOLLARS (\$340.80) damages for the breach of a written conditional sales contract entered into by them on, to-wit, the 6th day of November, 1971, a true and correct copy of which is hereto attached and marked Plaintiff's Exhibit A, and which is specifically by reference made a part hereof, and the plaintiff avers that although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz: It has failed to make the proper installment payment for May 13, 1972, and subsequent months as provided for in said conditional sales contract.

And the plaintiff avers that in said conditional sales contract and as a part of the consideration thereof the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of FIFTY-ONE DOLLARS (\$51.00) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

This Instrument Was
Prepared By
ANIEL A. BENTON
Attorney At Law
Box 471
Fairhope, Ala. 36532

Connie B. Knight, Jr., can be
served at his residence on
Wilson Pine Road, Daphne, Alabama
or at Howard Brantley Dairy

Buizell Caples can be served at
Route 2, Box 274E, Daphne, Alabama
or Scott Paper Company

FILED

AUG 23 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

AFFIDAVIT

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared

J. D. WRIGHT

who, known to me and being

by me first duly sworn, deposes on oath and says that he is the duly

authorized representative of WRIGHT DISCOUNT CORPORATION,

Plaintiff in the attached lawsuit; that to the best of his knowledge,

information and belief, the contract which is the basis of said lawsuit

was executed pursuant to the provisions of Act No. 2052 of the Legislature

of the State of Alabama, 1971, and that there have been no violations of

said Act; and that the Defendant (s) in said lawsuit is a resident of Mobile

County, Alabama.

J. D. Wright

Sworn to and subscribed before me

on this 7th day of August, 1972.

Cathy J. Campbell
Notary Public, ~~State of Alabama at Large~~

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 10,562

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Connie B. Knight, Pearl D. Caples, & Buizell
Caples, Sr.

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 Connie B. Knight,
Pearl D. Caples & Buizell Caples, Sr. Defendant.

by Wright Discount Corporation, A Corporation Plaintiff.

Witness my hand this 23 day of August 1972

Eunice B. Blackmon, Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

WRIGHT DISCOUNT CORPORATION, A
CORPORATION

Plaintiffs

vs.

CONNIE B. KNIGHT, PEARL D. CAPLES,
& BUIZELL CAPIES, SR. Defendants

SUMMONS AND COMPLAINT

Filed AUGUST 23, 1972

Eunice B. Blackmon Clerk

Daniel A. Benton

Plaintiff's Attorney

RECEIVED

AUG 23 1972

Defendant's Attorney

TAYLOR WILKINS

Defendant lives at

Received In Office

19.....

Sheriff

I have executed this summons

this 30, Aug. 1972

by leaving a copy with

Connie B. Knight
Pearl D. Caples 8/30/72
Buizell Caples Sr. 8/30/72

Taylor Wilkins

Sheriff

Donald P. Johnson

Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

Serve in (Yellowville) DOPAC

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36552

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

October 13, 1972

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

Re: Wright Discount Corporation
v. Knight, Caples & Caples
Case No. 10,562, at Law

Dear Mrs. Blackmon:

Please take the enclosed letter, promissory note, the file
and docket sheet to the Judge for his action.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

October 13, 1972

Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Wright Discount Corporation
v. Knight, Caples & Caples
Case No. 10,562, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for \$374.88 which constitutes \$340.80 due under the contract and \$34.08 attorney's fee, which is 10%. This case is submitted on the original complaint, original conditional sales contract, and the defendants were served on August 30, 1972.

Respectfully submitted,


Daniel A. Benton

DAB:w
Enc.

WRIGHT DISCOUNT CORPORATION

CONDITIONAL SALES CONTRACT - ORIGINAL

The undersigned seller hereby sells, and the undersigned purchaser(s) jointly and severally having been offered a lower price for cash, hereby elect(s) to and do(es) purchase for the time price and subject to the terms and conditions hereinafter set forth, the following property delivery and acceptance of which in its present condition as is and how is, after thorough examination, is hereby acknowledged by purchaser(s), viz:

CAR	NEW OR USED	YEAR AND MAKE	NO. CYL.	SERIES NAME OR NO.	BODY TYPE & MODEL NO.	SERIAL NO.	MOTOR NO.	LICENSE NO.
	USED	1965 T-Bird			2/dr HT	5Z87Z	161626	9WW-1995

For a Total Time Price of \$ 909.80
 Paid in Cash and/or Trade-in on or before Delivery \$ 150.00
 Leaving a Deferred Time Balance of \$ 759.80
 which time balance, evidences by note of even date herewith, is payable to order of seller in weekly installment(s) of \$ 45@16.50 each, with a final installment of \$ 17.30, the first installment commencing 11/13/ 1971, and the remaining installments becoming due monthly on the same day of each successive month thereafter, until fully matured; with interest on installments after maturity at 6% per annum, and the undersigned agreeing to pay all expenses, charges and costs in making or attempting to make collections, including a reasonable attorney's fee for collection and/or enforcement of this contract and said note.

1. The above article(s) will be generally kept at No. Wilson Pine Rd.
 (St. or Ave. or R.F.D. & Box)
Daphne Alabama
 (City) (State)

and is all and the only property of like kind, character and description of the undersigned purchaser located at said address.

2. Title to said property shall not pass to the purchaser until said amount is fully paid in cash.

3. No transfer, renewal, extension or assignment of this contract or any interest thereunder or loss, injury or destruction of said property shall release the purchaser from any obligation hereunder; and any assignee shall be entitled to all the rights of the seller and to exercise all rights, elections and discretion granted under this contract to seller; and the undersigned represents to any assignee of said contract or endorsee of said note that said instruments are each and both genuine, legal, valid and enforceable obligations, and owing for the amount shown therein; and when this contract is assigned and/or said note negotiated same shall be free from defense, counterclaim or cross-complaint by purchaser.

4. This contract covers all agreements between the parties and no warranties, express or implied, representation, promises or statements have been made by the seller unless entered or endorsed hereon in writing, and none of same shall be binding upon seller or any assignee unless so entered; none of the agents of said seller have authority to act contrary to this provision. Neither the Seller nor any assignee shall be liable for consequential damage due to mechanical failure.

5. Time is of the essence of this contract, and if purchaser defaults in complying with any of the terms hereof, or the seller deems the property in danger of misuse, loss, sequestration or confiscation, the full amount hereunder shall be immediately due and payable, and in such events, or either of them the seller or any sheriff or other officer of the law may take immediate possession of said property without demand, (possession after default being unlawful), and for this purpose the seller may enter upon the premises where said property may be and remove same. The seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the purchaser, (if given, notice by mail to purchaser's last known address being sufficient), with or without having such property at the place of sale, and upon such terms and in such manner as the seller

may determine; the seller may bid at any public sale. From the proceeds of any such sale, seller shall deduct all expenses for retaking, repairing, storing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to the purchaser; in case of deficiency the purchaser shall pay the same with interest.

6. Purchaser hereby agrees to keep the property herein described insured from all loss or casualty, including fire, theft, collision and other forms of destruction or damage, in amount satisfactory to the seller, and with companies approved to do business in the State of Alabama. Seller, at its option, may, in the event the purchaser fails or refuses to obtain such insurance, insure said property and charge it to the account of the purchaser, but under no circumstances or in any event shall the Seller be obligated or required to purchase, keep or maintain such insurance, and it is further understood and agreed that Purchaser herein has not supplied or paid any sums or funds in advance for the purchase or acquisition of any such insurance, nor is the cost of such insurance included in the purchase price. The proceeds of any insurance on said property, whether paid by reason of loss, injury, return premium or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of Seller.

7. The seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, all rights being cumulative and not alternative. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and agrees for suit to be brought hereon in any county in the state wherein the holder may elect to sue, and waives all homestead and other property exemption laws. Any provision of this contract or note prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of same.

8. This contract shall bind and inure to the heirs, executors, administrators, successors and assigns of all parties hereto. The term Seller shall include persons or parties to whom Seller's title and rights under this contract may be assigned. Wherever necessary herein, the singular number shall apply to the plural, and likewise the plural to the singular.

9. The note referred to in this contract is a negotiable instrument, separated and apart from this contract, even though at the time of execution it may be temporarily attached hereto by perforation or otherwise.

10. The reading of this contract and its correctness are hereby acknowledged and verified by purchaser(s).

Executed under our hands and seals, at Mobile Ala. this 6 day of November 1971
Katherine Wright (Place)
 Witness to Purchaser's Signature
 Witness to Purchaser's Signature
 Witness to Seller's Signature
 Witness to Seller's Signature
 SIGN IN INK
Carrie B. Knight, Jr. Purchaser's Signature
Brigell Caples Sr. Purchaser's Signature
 By _____ Title _____
 Signature of Owner Partner or Officer

INSTALLMENT NOTE

\$ 759.80 No. _____
Mobile Ala. November 6, 1971
 (City) (State) (Date)

For value received, the undersigned jointly and severally promise(s) to pay to the order of Wright Discount Corporation
 the sum of Seven hundred and fifty-nine and 80/100 Dollars (\$ 759.80)

at the office of payee in the City and State named above, or at such other place as the holder may designate, in weekly installments of \$ 45@16.50
 each, with a final installment of \$ 17.30, the first installment commencing 11/13/ 1971, and the remaining installments becoming due monthly on the same day of each successive month thereafter, until fully matured; with interest on installments after maturity at 6% per annum.

If any installment of this note is not paid when due, the full amount shall become immediately due and payable.

The makers, endorsers, guarantors and all obligors, hereby severally waive demand, presentment for payment, protest, and notice of protest and non-payment or dishonor of this note and all defenses by reason of any extension of time of its payment that may be given by the holder or holders to any of them and also notice of the sale of any security for the payment hereof; and, where and to the extent that such waiver is permitted by law, all benefits of valuation, appraisement, homestead and other exemption laws, including stay of execution and condemnation, and the right to remove any legal action from the court originally acquiring jurisdiction and agree for suits to be brought hereon in the county in the state wherein the holder may elect to sue. The undersigned and all said obligors hereunder, and each of them, hereby further agree that, if this note is not paid according to its terms, I, we, or either of us, will pay all expense of collection to the holder hereof and in addition, if placed in the hands of an attorney for collection, will pay a reasonable attorney's fee. Given under the hand and seal of undersigned.

Carrie B. Knight, Jr. (Seal)
 (Seal)

STATE OF ALABAMA

Baldwin County

TO BUIZELL CAPLES, SR., Defendant.....:

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

WRIGHT DISCOUNT CORPORATION, a corporation, Plaintiff.....,versus BUIZELL CAPLES, SR., Defendant.....,

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

SCOTT PAPER COMPANY, INC., a corporation

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

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

11th day of May 1923Emile B. Blackmon
Clerk of the Circuit Court.

Received 21 day of May 1973
 4 day of June 1973
 on 1 copy of the within
 Buizell Caples Sr.
 Sheriff Baldwin Co.
 By service of Buizell Caples Sr.
 Sheriff Baldwin Co.
 H.N. Middle

RETURNED 5-30-73
 Not found in my County after diligent search and inquiry.

RAY D. BRIDGES, Sheriff
 By E. Davis D.S.

RECEIVED
 Sheriff claims 54
 Tax cents per mile Total 5.40
 TAYLOR WILKINS, Sheriff
 H.N. Middle
 DEPUTY SHERIFF
 MAY 31 1973
 TAYLOR WILKINS
 CHIEF

10,562 1/2 9961

NOTICE
 TO DEFENDANT OF GARNISHMENT
 BY
 CLERK OF CIRCUIT COURT
 BALDWIN COUNTY, ALABAMA
 TO

WRIGHT DISCOUNT CORPORATION,
 a corporation
 Plaintiff....

VS. NF

BUIZELL CAPLES, SR.
 RECEIVER
 MAY 28 1973
 TAYLOR WILKINS
 CHIEF
 Defendant....

Daniel O. Benton

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 the17th..... day ofOctober....., 19..72., being a regular day of said term,

.....WRIGHT DISCOUNT CORPORATION, a corporation,.....
recovered judgment againstBUIZELL CAPLES, SR.....

for the sum of THREE HUNDRED SEVENTY-FOUR AND 88/100... Dollars, and cost of suit, and affidavit having been made byDANIEL 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:

.....SCOTT PAPER COMPANY, INC., a corporation.....

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendantor thatit..... is, or is believed to be indebted to said defendantor 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 Commanded to Summon

.....SCOTT PAPER COMPANY, INC., a 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 fromthe service of the garnishment, or at the makingits..... answer, or at any time intervening the time of serving the garnishment, and making the answerit..... wasindebted to said defendantand whetherit..... will not be indebted in future to said defendantby a contract then existing, and whether by a contract then existingit..... 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

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

Eunice B. Blackmon, Clerk

Witness, ~~ALICE J. BLICK~~, Clerk of said Court, this21st..... day ofMay..... A. D., 1923

Issued21st..... day ofMay..... A. D., 1923

ATTEST:

Eunice B. Blackmon Clerk.

day of 19
day of 19
I served a copy of the within
on
By service on
CL. W. BRIDGES
TAYLOR WILKINS, Sheriff
BY ALBINO BRIDGES
TAYLOR WILKINS, Sheriff
D. S.

Sheriff claims
Ten Cents per mile Total \$
TAYLOR WILKINS, Sheriff
BY
DEPUTY SHERIFF

Davis
9960
Mobile

CIRCUIT COURT, BALDWIN COUNTY

EP
No. 10,562

WRIGHT DISCOUNT CORPORATION,
a corporation

VS. } GARNISHMENT ON JUDGMENT

BUIZELL CAPLES, SR.

5-29-73
E. Davis
SCOTT PAPER COMPANY, INC.,
a corporation
~~Mrs. Lewis, Sec.~~ Garnishee

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

RECEIVED
MAY 23 1973
TAYLOR WILKINS
CLERK
DANIEL A. BENTON
Fairhope, Alabama
Attorney

Moore Printing Company, Bay Minette, Alabama

Received 24 Day of May 1973
and on 29 Day of May 1973
I served a Copy of the within Garnishment
on Scott Paper Co., Inc.
by service on Mrs Lewis, Sec.

RAY D. BRIDGES, Sheriff
By E. Davis D. S.

10,562 1/2

THE STATE OF ALABAMA
Baldwin County

Circuit Court

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

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

of the Circuit Court of Baldwin County, to-wit: on the17th..... day ofOctober.....

1972.....~~.....WRIGHT DISCOUNT CORPORATION, a corporation.....~~

recovered a judgment against

.....BUIZELL CAPLES, SR..... for the sum of

.....THREE HUNDRED SEVENTY-FOUR AND 88/100..... Dollars

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

.....SCOTT PAPER COMPANY, INC., a corporation.....

supposed to be indebted to or have effects of the saidBUIZELL CAPLES, SR.....

inits..... possession, or underits..... Control, and that he believes process of

Garnishment against saidBUIZELL CAPLES, SR.....

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this21st.....

day ofMay..... A. D. 1973

Junice B. Blackman
Clerk.

[Signature]

NO. ...10,562...^{1/2}

Circuit Court

WRIGHT DISCOUNT CORPORATION,
...a corporation.....

vs.

.....BUIZELL CAPLES, SR.....

SCOTT PAPER COMPANY, INC.,
a corporation

Garnishee

A F F I D A V I T G A R N I S H M E N T O N J U D G M E N T

Filed this day of

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

.....
Clerk.

MOORE PRINTING CO. - BAY MINETTE, ALA.

SCOTT

June 4, 1973

REGISTERED MAIL
RETURN RECEIPT REQUESTED

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

10,562 1/2

Wright Discount Corporation vs. Buizell Caples, Sr.
Circuit Court of Baldwin County, Alabama

Dear Ms. Blackmon:

With regard to captioned proceedings, we enclose the following:

- 1) Original and one executed copy of answer to Garnishment on Judgment
- 2) Copy of the Garnishment.

We trust the answer is in order, and we should appreciate your filing it with the Court prior to the answerable date, June 20, 1973.

Thank you.

Very truly yours,

R. M. Stevenson

R. M. Stevenson
Manager of Contracts-Mobile

RMS:GSH

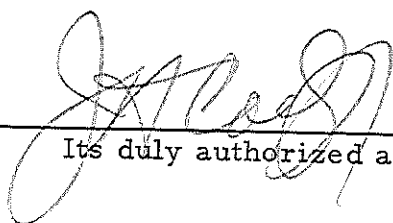
Attachments

*Xerox for
copy for
Daniel Benton*

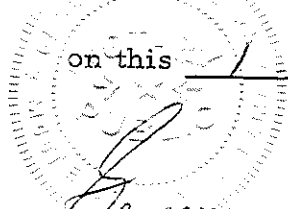
Wright Discount Corporation)	
)	
Plaintiff)	CIRCUIT COURT
)	
VS.)	OF
)	
Buizell Caples, Sr.)	BALDWIN COUNTY
)	
Defendant)	
)	STATE OF ALABAMA
Scott Paper Company)	
)	10,563 1/2
Garnishee)	

Personally appeared before me, Genevieve S. Hearn, a Notary Public in and for Mobile County, State of Alabama, J. H. Coil, Jr., who on oath answers to the Writ of Garnishment issued in this cause and served on Scott Paper Company, a corporation, and says that he is duly authorized to make this answer; that he has knowledge of the facts stated herein and that the Garnishee was not indebted to the Defendant at the time of service of the Writ of Garnishment, and the Garnishee will not be indebted in the future to said Defendant by a contract existing at the time of the service of the Garnishment and the making of this answer, and that the Garnishee has not in its possession or under its control any personal property or choses in action belonging to said Defendant. The employment of said Defendant was terminated on January 20, 1972.

SCOTT PAPER COMPANY

By 
Its duly authorized agent

Subscribed and sworn to before me
on this 1 day of June, 1973.


Genevieve S. Hearn
Notary Public

My commission expires 1/13/76

FILED

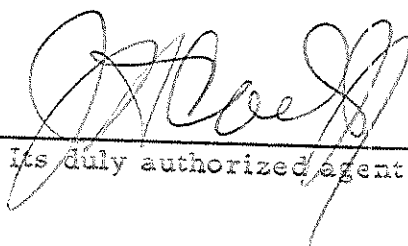
JUN 5 1973

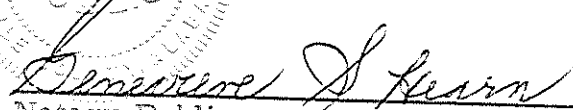
EUNICE B. BLACKMON CIRCUIT CLERK

Wright Discount Corporation)	
)	
Plaintiff)	CIRCUIT COURT
)	
VS.)	OF
)	
Buizell Caples, Sr.)	BALDWIN COUNTY
)	
Defendant)	STATE OF ALABAMA
)	
Scott Paper Company)	
)	
Garnishee)	

Personally appeared before me, Genevieve S. Hearn, a Notary Public in and for Mobile County, State of Alabama, J. H. Coll, Jr., who on oath answers to the Writ of Garnishment issued in this cause and served on Scott Paper Company, a corporation, and says that he is duly authorized to make this answer; that he has knowledge of the facts stated herein and that the Garnishee was not indebted to the Defendant at the time of service of the Writ of Garnishment, and the Garnishee will not be indebted in the future to said Defendant by a contract existing at the time of the service of the Garnishment and the making of this answer, and that the Garnishee has not in its possession or under its control any personal property or choses in action belonging to said Defendant. The employment of said Defendant was terminated on January 20, 1972.

SCOTT PAPER COMPANY

By 
Its duly authorized agent

Subscribed and sworn to before me
on this 1 day of June, 1973.

Notary Public

My commission expires 1/13/76

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 the17th..... day ofOctober....., 19..72., being a regular day of said term,

.....WRIGHT DISCOUNT CORPORATION, a corporation,.....
recovered judgment againstBUIZELL CAPLES, SR.....

for the sum of THREE HUNDRED SEVENTY-FOUR AND 28/100..... Dollars, and cost of suit, and affidavit having been made byDANIEL 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:

.....SCOTT PAPER COMPANY, INC., a corporation.....

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

.....SCOTT PAPER COMPANY, INC., a 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 makingits..... answer, or at any time intervening the time of serving the garnishment, and making the answerit..... was indebted to said defendant and whetherit..... will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existingit..... 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

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

Eunice B. Blackmont, Clerk

Witness, ~~Attest~~ Clerk of said Court, this 21st day of May A. D., 1972

Issued 21st day of May A. D., 1972

ATTEST:

Eunice B. Blackmont, Clerk

19
Davis Circuit Court Harn.
Baldwin County

Wright Discount Corp.

vs.

Brizell Caples, Sr.

Scott Paper Co., Inc.
Harrislee


SCOTT

MOBILE CORRESPONDENCE

date	May 29, 1973	location
to	Mr. R. M. Stevenson	
from	I. Geohagan	
subject	<u>Garnishment - Buizell Caples, Jr.</u>	
copies		

Enclosed you will find a garnishment issued by Wright Discount Corporation against Buizell Caples, Jr. in the amount of \$374.88 plus cost of suit.

Mr. Caples terminated his employment with Scott Paper Company on January 20, 1972.



I. Geohagan

IG:ml

Enclosure: (1)