

3697

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby Commanded to summon E. C. Johnson to appear before the Circuit Court of Baldwin County, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur or plead to the complaint of Chambers-Lazenby Motor Co., Inc.,

And you are hereby commanded to execute the process instanter and make return as required by law.

Witness my hand this 3 day of Nov, 1958.

David J. Buck Clerk

COMPLAINT

CHAMBERS-LAZENBY MOTOR CO., INC.,	)	
PLAINTIFF	)	
	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
	)	
E. C. JOHNSON,	)	AT LAW
DEFENDANT	)	

COUNT I

The Plaintiff claims of the Defendant the sum of Four Hundred Sixty one and 48/100's (\$461.48) Dollars due from Defendant by account on, to-wit: November 23, 1955, which sum of money, with interest thereon, is still due, owed and unpaid.

John D. Bonham
John D. Bonham, Attorney for Plaintiff

Plaintiff files herewith an itemized statement of account sued on, verified by the affidavit of a competent witness.

John D. Bonham
Attorney for Plaintiff

CHAMBERS-LAZENBY MOTOR COMPANY

P. O. Box 150

Telephones 73 and 399

9852



MONROEVILLE, ALABAMA

NAME E. C. Johnson DATE 11/1/55

ADDRESS _____ PHONE NO. _____

CITY _____

SPEEDOMETER READING _____ CODE _____

MAKE AND MODEL 1954 Ford F800 Truck LICENSE NO. AND STATE _____ MOTOR NO. _____

OPER. NO. _____ INSTRUCTIONS: _____ AMOUNT _____

Install New Motor J _____" " Oil Pump J 40.00" " Battery J 1.00Repair + Adjust Work J 3.00Bench Seat End & set screws J 15.00Install Oil gauge unit in Work J 7.50Check Plugs & Points J _____Install Mist Paints & Set J 2.00Clean + Adjust plugs J 50Adjust Clutch J 1.00Tighten Valves L. Side J 4.80

ACCESSORIES

AMOUNT

TOTAL LABOR

TOTAL PARTS

GAS, OIL, GREASE

ACCESSORIES

TIRES, TUBES

OUTSIDE WORK

TOTAL

TAX

TOTAL AMOUNT

QUAN.	PART NO.	NAME OF PART	SALE AMOUNT
1	B52H	6009C mt.	38.00
1	B4Q	6600A Pump Kit	12.00
1	B5Q	6013C gasket	3.50
2	EAM	6051C gasket	1.80
1	B42	6710A gasket	.65
1	B3QH	3111F gasket	21.00
1	B42	6020 gasket	1.40
1	B2H	6781 Oil mt.	20.50
1	FAD	6521 gasket	7.50
1	FAB	12171B Point	2.00
1	FAB	12300 A Condenser	7.50
3	1/4	Bronze nuts	4.50
1	QIA	1065SM Battery	22.45
1	EAD	6584 B gasket	7.50
1	B4A	6570A 2 gaskets	2.00
1	41A	9278 gudge.	27.50
4		Head Bolt	1.00
			452.64
		Lin. Wires	75.46
			377.48
		TOTAL PARTS	
		GALS. GAS @	
10		QTS. OIL @	28.00
		LBS. GREASE @	
		TOTAL GAS - OIL - GREASE	

NOT RESPONSIBLE FOR FIRE OR THEFT

WORK AUTHORIZED BY X _____ DATE PROMISED _____

DELIVERED TO _____ DATE DELIVERED _____

TOTAL 447.33

TAX 11.21

TOTAL AMOUNT 458.54



**AUTHORIZED SALES AND SERVICE
MONROEVILLE, ALA.**

CUSTOMER'S
ORDER NO.

DATE _____

199

SOLD TO

ADDRESS

SALESMAN

TERMS

CASH SALE		CHG. SALE		MOSE. RET'D		REC'D ON ACCT.		MISC.		PAID OUT	

QTY.	NUMBER	DESCRIPTION	PRICE	AMOUNT
28 ft		wire		168
2		lights		190
1		Roll Tape		10
		Len 25%		368
				92
				276
		Jack Burleson		
		3		
		SALES TAX		08
		TOTAL		284

All claims and returned goods **MUST** be accompanied by this bill.

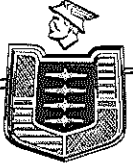
18263

REC'D BY



CHAMBERS-LAZENBY MOTOR CO.

MERCURY



SALES

MONROEVILLE, ALABAMA

Telephone 73-399

SERVICE

Oct. 30, 1958

Statement

Mr. E. C. Johnson

11/1/55 Motor, Parts, & Labor 1954 Ford F-800 Truck
Total charges less Discount on parts Invoice Attached \$458.64

11/23/58 Wire, lights & tape, Invoice attached 2.84

Balance due \$461.48

STATE OF ALABAMA
MONROE COUNTY

Before me, the undersigned authority appeared Dayton L. Russell who is know to me and who, being duly sworn deposes and says that he is the Vice President of Chambers Lazenby Motor Company, Inc., Monroeville, Alabama, and is familiar with the business, books and accounts of said business, that the foregoing statement of account is true and correct, that all debits and credits of said said accounts are shown thereon and that the final total shown on said account is due, owed and unpaid.

This the 1st day of Nov., 1958

Dayton L. Russell
Dayton L. Russell

Swon to and subscribed before me the 1st day of Nov. 1958.

Gladys Marshall
Notary Public

No. 3697

Chambers Largent
Mitre Co. Inc.

vs.

E. C. Johnson

Received 5 day of Nov 1948
and on 8 day of Nov 1948
served a copy of the within
to E. C. Johnson
by service on E. C. Johnson

TAYLOR WILKINS, Sheriff

By [Signature] D.
Om

FILED

NOV 18 1948

ALICE J. DUCK, CLERK
REGISTER

JOHN D. BONHAM
ATTORNEY AT LAW
MONROEVILLE, ALABAMA

P. O. BOX 545
TELEPHONE 696

November 1, 1958

OFFICES ON 2nd FLOOR
MONROE COUNTY BANK BUILDING

Mrs. Alice J. Duck
Clerk of Circuit Court
Monroeville, Alabama

Dear Mrs. Duck:

Please file the enclosed Summons and Complaint and return the *law off*
file copy to me with date of filing.

Sincerely,

John D. Bonham
John D. Bonham

JDB:gjf

JOHN D. BONHAM

ATTORNEY AT LAW
MONROEVILLE, ALABAMA

P. O. BOX 545
TELEPHONE 696

May 19, 1959

OFFICES ON 2nd FLOOR
MONROE COUNTY BANK BUILDING

Mrs. Alice J. Duck
Circuit Clerk
Baldwin County Courthouse
Bay Minette, Alabama

Re: Chambers-Lazenby Motor Co.
Vs. E. C. Johnson
Orig. Case No. 3697 and
Garnishment Case No. 3697½

Dear Mrs. Duck:

Please refer to my letter of May 1, 1959.

I am now holding \$60 that Defendant has paid on the judgment I obtained against him. If you will send me a bill for costs, I will remit to you by return mail.

Awaiting your prompt reply, I am

Yours very truly,

John D. Bonham

John D. Bonham

JDB:gjf

JOHN D. BONHAM
ATTORNEY AT LAW
MONROEVILLE, ALABAMA

P. O. BOX 545
TELEPHONE 696

January 9, 1959

OFFICES ON 2nd FLOOR
MONROE COUNTY BANK BUILDING

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

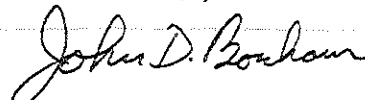
Re: Chambers-Lazenby Motor
Co., Inc. vs. E. C. Johnson
Case No. 3697

Dear Mrs. Duck:

Enclosed herewith is : One copy of my affidavit in Garnishment on Judgment; two copies of the Writ of Garnishment (Original and a copy to be served on Baldwin Pole & Piling Co.); and two copies of Notice to Defendant (Original and copy to be served on E. C. Johnson).

I would appreciate it very much if you would advise me of date of filing and date of service when the sheriff makes his return.

Sincerely,


John D. Bonham

JDB:gjf

Encls:

JOHN D. BONHAM

ATTORNEY AT LAW

MONROEVILLE, ALABAMA

P. O. BOX 545
TELEPHONE 696

OFFICES ON 2nd FLOOR
MONROE COUNTY BANK BUILDING

May 1, 1959

Mrs. Alice J. Duck, Circuit Clerk
Baldwin County Courthouse
Bay Minette, Alabama

Re: Chambers-Lazenby Motor Co. Vs.
E. C. Johnson - Case No. 3697
and 3697½

Dear Mrs. Duck:

I received your notice today that garnishment proceedings in the above case (case number 3697½) had been dismissed out of court on the 21 day of April, 1959. I had been intending to write you about this matter for some time, but got busy and let it slip my mind.

Enclosed herewith is an agreement dated February 2, 1959, re the garnishment proceedings entered into by plaintiff, defendant and garnishee whereby it was agreed that the garnishee would deduct \$60 per month from wages of the defendant to be applied to the judgment and costs until paid in full. Three such \$60 payments have been received under this agreement.

Please ~~FILE~~ this agreement in the garnishment proceedings (number 3697½) and ask the Judge to enter an order reinstating the garnishment proceedings, if they have actually been dismissed for lack of prosecution.

If you will send me a bill for costs showing the total in both the original suit and garnishment proceedings, I will deduct it from the next payment received from E. C. Johnson and remit direct to you.

I am sorry if my forgetfulness in this matter has caused you any trouble.

Yours very truly,

John D. Bonham
John D. Bonham

JDB:gjf

Enclosure

CC: Hon. Hubert M. Hall, Circuit Judge
Bay Minette, Alabama

CHAMBERS-LAZENBY MOTOR CO., INC.	)	
PLAINTIFF	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA,
E. C. JOHNSON,	)	AT LAW.
DEFENDANT	)	CASE NO. 3697
BALDWIN POLE & PILING CO., INC.	)	
GARNISHEE	)	

AGREEMENT RE GARNISHMENT PROCEEDINGS

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Chambers-Lazenby Motor Co., Inc. recovered a judgment against E. C. Johnson for the sum of \$544.32, costs of original suit, \$12.45, and costs of garnishment not yet determined and,

Whereas, garnishment proceedings have been filed by the said Chambers-Lazenby Motor Co., Inc. against Baldwin Pole & Piling Co., Inc. on the wages, money, or effects due from said Baldwin Pole & Piling Co., to said E. C. Johnson, and the said Baldwin Pole & Piling Co., Inc., not wishing to answer the garnishment proceedings, and the said E. C. Johnson, not wishing said garnishment proceedings to be completed, it is therefore:

Agreed between the said Chambers-Lazenby Motor Company, Inc., E. C. Johnson, and Baldwin Pole and Piling Co., Inc. that in consideration of the said Chambers-Lazenby Motor Co. with holding the taking of any further action on said garnishment proceedings that the said Baldwin Pole & Piling Co., Inc. agrees to take and withhold the sum of \$60 per month from any wages, money, or effects due from the said Baldwin Pole & Piling Co. to E. C. Johnson and remit said amount to said Chambers-Lazenby Motor Co., Inc., the said E. C. Johnson agrees to the above and hereby directs Baldwin Pole and Piling Co. to take said sum of \$60 per Month from any wages, money, or effects due him from said Baldwin Pole and Piling Co., and remit the same to the said Chambers-Lazenby Motor Co., Inc. until said judgment and costs have been fully paid.

Provided, however, that nothing in this agreement shall prevent the said Chambers-Lazenby Motor Co., Inc. from continuing with said garnishment proceedings in case of default in any of the monthly payments under this agreement.

It is further agreed that 15 days notice in writing of said default in the agreement and reinstatement of garnishment proceedings shall be given said E. C. Johnson and Baldwin Pole and Piling Co. by ordinary first class mail addressed to "Bay Minette, Alabama".

It is further agreed that if said E. C. Johnson shall terminate his employment or business contract with the said Baldwin Pole and Piling Co., Inc. during the continuancy or life of this agreement, said Baldwin Pole and Piling Co. shall give immediate written notice thereof to the Chambers-Lazenby Motor Co., Inc., Monroeville, Alabama.

Witness our hands and seals this the 2nd day of February 1959.

E. C. Johnson (L.S.)
E. C. Johnson

Baldwin Pole and
Piling Co., Inc.

By: A. T. Casley Sec. & Treas.

Chambers-Lazenby
Motor Co., Inc.

By: John D. Bonham
ATTORNEY OF RECORD

FILED
MAY 2 1959
ALICE I. DUCK, CLERK
REGISTER

Case no
3697 1/2

To Lady Alice

CHAMBERS-LAZENBY MOTOR COMPANY,)
INC.,)
PLAINTIFF)
VS.)
E. C. JOHNSON,)
DEFENDANT)
BALDWIN POLE AND PILING COMPANY,)
INC.,)
GARNISHEE)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

WRIT OF GARNISHMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

Whereas, on the 10th day of December, 1958, in the Circuit Court of Baldwin County, Alabama, Chambers-Lazenby Motor Company, Inc., plaintiff, recovered a judgment against E. C. Johnson, defendant, for the sum of \$544.32 and costs of suit of \$12.45; and whereas John D. Bonham, attorney for said plaintiff, has made affidavit as required by law that the said Baldwin Pole and Piling Company, Inc., a corporation, is supposed to be indebted to said defendant, or has effects of said defendant in its possession or under its control, and that he believes that process of garnishment against the said E. C. Johnson is necessary to obtain satisfaction of said claim.

These are, therefore, to command you that you summon the said Baldwin Pole and Piling Company, Inc. to appear before the Circuit Court of Baldwin County, Alabama, within the time allowed by law, then and there to answer an oath whether at the time of making its answer, it is indebted to the defendant, E. C. Johnson, and whether it will not be indebted in the future to said defendant by a contract then or now existing it is liable to said defendant for the delivery of wages, money or effects, and whether it has in its possession, or under its control money or effects belonging to the defendant.

And you will return this writ according to law.

Witness my hand this 12 day of January, 1959.

EA: 1-12-59

Deice J. Hume
Circuit Clerk, Baldwin County

3697 1/2

Received 12 day of Jan 1959
and on 12 day of Jan 1959
I served a copy of the within Writ
on Saldan Polo & Pilling

By service on Zed Easley

TAYLOR WILKINS, Sheriff
By W. D. Talbert D. S.
o-m-e

FILED

JAN 12 1959

ALICE L. DICK, CLERK
REGISTER

Original

CHAMBERS-LAZENBY MOTOR COMPANY,)
INC.,)
PLAINTIFF)
VS.)
E. C. JOHNSON,)
DEFENDANT)
BALDWIN POLE AND PILING COMPANY,)
INC.,)
GARNISHEE)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

NOTICE TO DEFENDANT

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to notify E. C. Johnson that on the
12 day of January, 1959, a writ of garnishment in the
above stated case was issued to Baldwin Pole and Piling Company,
Inc., as garnishee.

And you will return this notice according to law.

Witness my hand this 12 day of January, 1959.

Deputy Clerk
Clerk

Executed by serving a copy of the above notice on E. C. Johnson
on the _____ day of _____, 1959.

Ex. 2-13-59

Sheriff

By _____
Deputy

369 7/2

Received 12 day of Jan 1959
and on 13 day of Feb 1959
served a copy of the within Notice
on E. C. Johnson

by service on _____

TAYLOR WILKINS, Sheriff
By W. A. Talbot D. S.
O. M.

FILED

JAN 12 1959

MADE L. DUCK, CLERK
REGISTER

CHAMBERS-LAZENBY MOTOR COMPANY,
INC.,
PLAINTIFF
VS.
E. C. JOHNSON,
DEFENDANT
BALDWIN POLE AND PILING COMPANY,
INC.,
GARNISHEE

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

AFFIDAVIT IN GARNISHMENT
ON JUDGMENT

Before me, the undersigned authority, personally appeared John D. Bonham, Attorney of Record for Chambers-Lazenby Motor Company, Inc., who being duly sworn, deposes and says that Chambers-Lazenby Motor Company, Inc., recovered a judgment, on the 10th day of December, 1958, in the Circuit Court of Baldwin County, Alabama, against E. C. Johnson for the sum of \$544.32, together with the costs therein, and that Baldwin Pole and Piling Company, Inc., has or is believed to have in its possession or under its control, money or effects belonging to the defendant, E. C. Johnson, or to be liable to him on a contract for the payment of wages or money; and affiant further says he believes that process of garnishment is necessary to obtain satisfaction of said judgment.

John D. Bonham
John D. Bonham

Subscribed and Sworn to before me this 9th day of January,
1959.

Jewel W. Wiggins
Notary Public

Filed 1-12-59

369742

FILED

JAN 12 1959

ALICE J. DUCK, CLERK
REGISTER