

41034

C O M P L A I N T

BALDWIN FURNITURE COMPANY, a) IN THE CIRCUIT COURT OF
co-partnership composed of)
G. F. Smyth and G. W. Woodson,) BALDWIN COUNTY, ALABAMA
PLAINTIFF,) AT LAW.
VS.)
J. R. AUTRY,)
DEFENDANT.)

I.

The Plaintiff claims of the Defendant the sum of One Hundred Seven and 70/100 (\$107.70) Dollars, due by conditional sales contract entered into by Defendant on the 3rd day of November, 1956, and payable at the rate of \$12.00 per week until paid.

II.

The Plaintiff claims of the Defendant the sum of One Hundred Seven and 70/100 (\$107.70) Dollars, due by conditional sales contract entered into by Defendant on the 3rd day of November, 1956, and payable at the rate of \$12.00 per week until paid.

Plaintiff avers that in and by the terms of said conditional sales contract the Defendant waived all right to exemption under the Constitution and Laws of the State of Alabama, and of this waiver Plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said conditional sales contract the Defendant agreed to pay all costs of collection or securing or attempting to collect or secure said conditional sales contract, including a reasonable attorney's fee, and Plaintiff further claims of the Defendant the further and additional sum of Thirty Five and No/100 (\$35.00) Dollars as such reasonable attorney's fee.


James A. Brice


Richard C. Lacey

ATTORNEYS FOR PLAINTIFF

The Defendant resides at Foley, Alabama.

FILED

OCT 31 1959

ALICE J. DUCK, CLERK
REGISTER

204

4034

Received 31 day of Oct 1950
and on 5 day of Nov 1950
served a copy of the within AJC
on J. R. Autry

By service on _____

TAYLOR WILKINS, Sheriff
By Carlisle R. Baker D. S.

Foley

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

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

BALDWIN FURNITURE COMPANY, a
co-partnership composed of
G. F. Smyth and G. W. Woodson,

PLAINTIFF,

VS.

J. R. AUTRY,

DEFENDANT

FILED

OCT 31 1950

ALICE J. DUCK, CLERK
REGISTER

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

LAW OFFICES
JAMES A. BRICE
FOLEY, ALABAMA

JAMES A. BRICE
RICHARD C. LACEY

December 9, 1959

P. O. Box 298
WHITEHALL 3-3601

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

Re: Baldwin Furniture Company, a
co-partnership composed of
G. F. Smyth and G. W. Woodson
vs: J. R. Autry
Case No. 4034

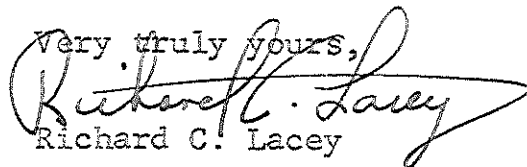
Dear Mrs. Duck:

Please place the enclosed conditional sales contract, the basis of the suit in subject case before Judge Hall for judgment by default. The judgment should be rendered in the following amount:

Principal	\$107.70
Interest at 6% since November 3, 1956	19.38
Attorney's fee	<u>35.00</u>
TOTAL:	\$162.08

Please send us a certificate of judgment when rendered.

Thank you.

Very truly yours,

Richard C. Lacey

RCL/vd

Enclosure

STATE OF ALABAMA

BALDWIN COUNTY

NAME

ROUTE or STREET ADDRESS

CITY

Where Employed

Whose Place You Live On

References:

Age

Color

☐ New Account☒ Current Account.

Payment Will Be Made

☐ In Store☐ On

Route.

To BALDWIN FURNITURE COMPANY, FOLEY, ALABAMA:

This is to certify that I (we) have received the following goods from Baldwin Furniture Co., subject to the terms hereinafter set forth.

1 - Bedroom suite ^{complete} (for) used	100.00
1 - dinette - maple - 5 pc.	30.00
	130.00
tax	3.90
	133.90

04
g f Smyth

For which I (we) agree to pay to the said Baldwin Furniture Co., the sum of \$ 125.00 ^{pay 100.00 more} as down payment on the items listed above and the balance to be paid \$ 12.90 ☐ weekly ☐ two weeks ☒ monthly and not to remove the said property from the address that delivery is being made without written consent of Baldwin Furniture Co., until the amount of said purchase price is paid in full.

CONDITIONAL SALES CONTRACT

The title of the property described in this contract shall remain in said Baldwin Furniture Co., until the amount of the purchase price shall have been paid and I (we) agree that no claim for payments under this contract will be made except those for which I (we) can show a written receipt from Baldwin Furniture Co.

The right of exemption to personal property and wages under the Constitution and Laws of this or any other State of the United States is hereby waived in favor of the payment of this obligation, and the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee.

Should the undersigned fail to make any of the said deferred payments as they may fall due, or remove or attempt to remove the property covered by this agreement from the address shown hereon, the remaining unpaid balance shall immediately become due and payable, and the said Baldwin Furniture Co. is authorized to take possession of the property wherever found, all payment having been made thereon to be retained by the said Baldwin Furniture Co., as rent therefor. Upon repossession of said property the seller may resell the same at public or private sale, apply the proceeds thereof to the credit of the balance due on the purchase price and may recover of the undersigned any balance then remaining on said purchase price.

To further secure the purchase price of the goods covered by the above order, and any other sum the undersigned may now or hereafter owe the said Baldwin Furniture Co., the undersigned hereby mortgages to the said Baldwin Furniture Co., the following unincumbered property, the title of which is in my-or name.

Date

11-3, 1956

J. R. Autry

(Seal)

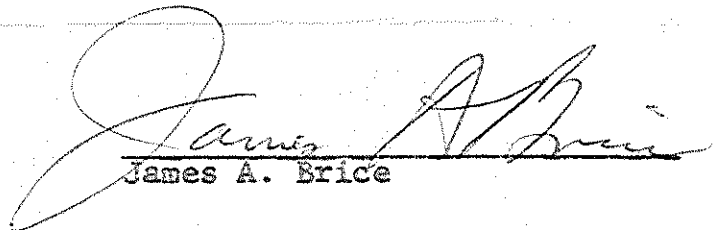
(Seal)

AFFIDAVIT ON JUDGMENT

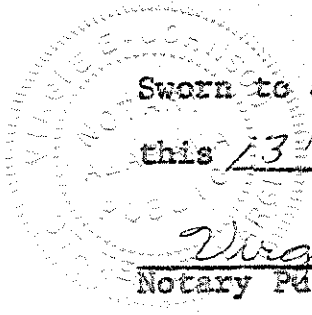
STATE OF ALABAMA)
COUNTY OF BALDWIN)

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W
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-
My

Personally appeared before me, a Notary Public in and for said State and County, James A. Brice, who being duly sworn, deposes and saith that the Baldwin Furniture Company, on the 12th day of December 1959, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against J. R. Autry for the sum of One Hundred Sixty-two and 08/100 (\$162.08) Dollars and the further sum of Twenty-four and 70/100 (\$24.70) Dollars, cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Hartford Farms, a co-partnership composed of Carlton E. Van Lierop and J. G. Van Lierop, has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or it is liable 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.


James A. Brice

Sworn to and subscribed before me
this 13th day of October 1961.


Virgie E. Johnson
Notary Public

Hartford Farms

SHIPPER OF FANCY GLADIOLUS

TELEPHONE WH 3-6611

P. O. Box 307 - Foley, Alabama

October 21 '61.

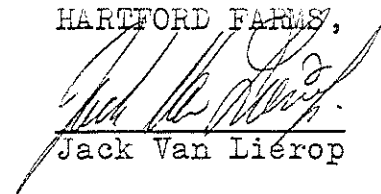
Alice J. Duck,
Circuit Court of Baldwin County
Bay Minette, Ala.

Dear Madam,

We are returning garnishment on judgment, since
we do not have J.R. Autrey in our employment.

Yours truly,

HARTFORD FARMS,


Jack Van Lierop

State of Alabama

Baldwin County

Before me the undersigned authority personally
appeared Jack Van Lierop, who first being duly sworn doth depose
and say on oath that the facts contained in the above statement
or letter are true and correct and that the said Jack Van Lierop
swore to and attested to the foregoing facts before me on this
the 21st day of October, 1961.


Notary Public, State of Alabama at Large
My commission expires March 9, 1963

FILED

OCT 23 1961

ALICE J. DUCK, CLERK
REGISTER

GARNISHMENT ON JUDGMENT

STATE OF ALABAMA)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
COUNTY OF BALDWIN)	IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

WHEREAS, on the 12th day of December 1959, being a regular day of said court, Baldwin Furniture Company recovered judgment against J. R. Autry for the sum of One Hundred Sixty-two and 08/100 (\$162.08) Dollars, and affidavit having been made by James A. Brice that process of garnishment is believed to be necessary to obtain satisfaction of such judgment, and that the following named persons or corporations, viz: Hartford Farms, a co-partnership composed of Carlton E. Van Lierop and J. G. Van Lierop, 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 him, 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 Hartford Farms, a co-partnership composed of Carlton E. VanLierop and J. G. Van Lierop to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in the City of Bay Minette, on the within 30 days day of _____ 1961, then and there to answer on oath, whether at the time of the service of the garnishment, or at the time 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 is liable to the said defendant 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 J. R. Autry.

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

WITNESS, Alice J. Duck, Clerk of said Court, this 14 day
of Oct 1961.

ISSUED 14 day of Oct 1961.

ATTEST:

Alice J. Duck Clerk

40349

BA 234/CS 21
BALDWIN FURNITURE COMPANY, a co-part-
nership of G.F.Smyth and G.W.Woodson,

PLAINTIFF,

VS

J. R. AUTRY

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

HARTFORD FARMS, a co-partnership com-
posed of Carlton E. VanLierop and
J. G. VanLierop,

GARNISHEE

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

7
2
19
You are hereby commanded to notify J. R. Autry that on the
14 day of Oct 1961, a Writ of Garnishment in
the above stated case was issued to Hartford Farms, a co-partner-
ship composed of Carlton E. Van Lierop and J. G. Van Lierop, as
Garnishee.

And you will return this Writ according to law.

WITNESS my hand this 14 day of Oct 1961.

Received in this office the _____ day of _____ 1961.

Dee J. Duck
Sheriff

Executed by serving a copy of the within writ on the _____ day of
_____ 1961.

Sheriff

TAYLOR WILKINS, Sheriff
By [Signature] D.S.

By service on _____

on _____

Served a copy of this writ within _____

and on _____ day of _____

Received _____ day of _____

1961

Sherriff claims
Ten Cents per mile
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF
J. R. AUSTIN
1961

DEFENDANT

HARTFORD FARMS, a co-partnership composed of Carlton E. Vanlierop and J. G. Vanlierop.

CAPTIONED

IN THE SHERIFF OF THE STATE OF ALABAMA--CREATING:

You are hereby commanded to notify J. R. Austin that on the _____ day of _____, a writ of garnishment in _____ above stated case was issued to Hartford Farms, a co-partnership composed of Carlton E. Vanlierop and J. G. Vanlierop, as _____

And you will return this writ according to law.

WITNESS my hand this _____ day of _____ 1961.

Received in this office the _____ day of _____ 1961.

Sheriff

Executed by serving a copy of the within writ on the _____ day of _____

1961.

Sheriff

to be served and
J.R. Austin

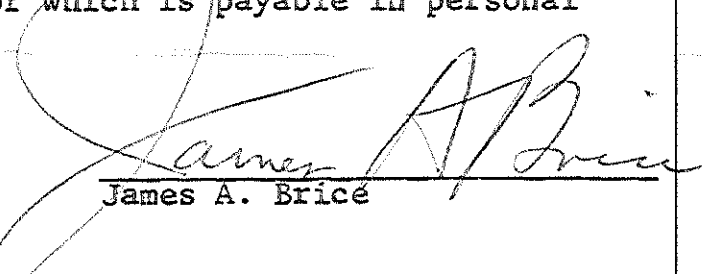
Ballentine & Austin

403412

AFFIDAVIT ON JUDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Personally appeared before me, a Notary Public in and for said State and County, James A. Brice, who being duly sworn, deposes and saith that the Baldwin Furniture Company, on the 12th day of December 1959, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against J. R. Autry for the sum of One Hundred Sixty-two and 08/100 (\$162.08) Dollars and the further sum of Twenty-four and 70/100 (\$24.70) Dollars, cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Hartford Farms, a co-partnership composed of Carlton E. Van Lierop and J. G. Van Lierop, has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or it is liable 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.


James A. Brice

Sworn to and subscribed before me
this 13th day of October 1961.


Virginia E. Johnson
Notary Public

FILED

OCT 14 1961

ALICE J. DUK, CLERK
REGISTER

GARNISHMENT ON JUDGMENT

STATE OF ALABAMA)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
COUNTY OF BALDWIN)	IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

WHEREAS, on the 12th day of December 1959, being a regular day of said court, Baldwin Furniture Company recovered judgment against J. R. Autry for the sum of One Hundred Sixty-two and 08/100 (\$162.08) Dollars, and affidavit having been made by James A. Brice that process of garnishment is believed to be necessary to obtain satisfaction of such judgment, and that the following named persons or corporations, viz: Hartford Farms, a co-partnership composed of Carlton E. Van Lierop and J. G. Van Lierop, 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 him, 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 Hartford Farms, a co-partnership composed of Carlton E. VanLierop and J. G. Van Lierop to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in the City of Bay Minette, on the within 30 days day of _____ 1961, then and there to answer on oath, whether at the time of the service of the garnishment, or at the time 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 is liable to the said defendant 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 J. R. Autry.

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

WITNESS, Alice J. Duck, Clerk of said Court, this 14 day
of Oct 1961.

ISSUED 14 day of Oct 1961.

ATTEST:

Alice J. Duck Clerk

[Handwritten signature]

6/10/8

— 15 —

TAYLOR WILKINS, SMITH

By service on

~~SECRET~~

1 served a copy

Received 2004

NILSIN, JESSE L.

* 1995

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• **YOUTH**

Palmer's Furniture &

vs
J. R. Anthony

4834 1/2

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SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon J. R. AUTRY

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 J. R. AUTRY

_____, Defendant

by BALDWIN FURNITURE COMPANY, a co-partnership composed of

G. F. SMYTH and G. W. WOODSON

_____, Plaintiff.....

Witness my hand this

31

day of

Oct

19 59

Allice J. Hinch Clerk

No. Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

BALDWIN FURNITURE COMPANY, a
co-partnership composed of
G. F. Smyth and G. W. Woodson

Plaintiffs

vs.

J. R. AUTRY

Defendants

SUMMONS and COMPLAINT

Filed, 19.....

....., Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

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

....., Sheriff

I have executed this summons

this, 19.....

by leaving a copy with

..... Sheriff

..... Deputy Sheriff