STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Richard Hamill to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Trailway Oil Company, Inc., a corporation.

Witness my hand this the 19 day of June, 1962.

Clerk

5179

TRAILWAY OIL COMPANY, INC., A Corporation, Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
RICHARD HAMILL, Defendant.	)	AT LAW

COUNT ONE

The Plaintiff claims of the Defendant $255.73 due from him by account on, to-wit: May 1, 1962, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO

The Plaintiff claims of the Defendant $255.73 due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, from to-wit: February 1, 1962, until May 1, 1962, which sum of money, with the interest thereon, is still unpaid.

Attorneys for Plaintiff

FILED

JUN 19 1962

ALICE L. DUCK, CLERK REGISTER

Ex-6-20-62

No 5179

SUMMONS AND COMPLAINT

* * * * * * * * * * * * * * * * * *

TRAILWAY OIL COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

RICHARD HAMILL,

Defendant.

* * * * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

* * * * * * * * * * * * * * * * * *

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

Deft. address
Fairhope

Received 19 day of June 1962
and on 20th day of June 1962
I served a copy of the within P & C
on Richard Hamill

By service on

TAYLOR WILKINS, Sheriff
By Fred Seibert D. S.
Fairhope

Sheriff claims 70 miles at
Ten Cents per mile Total $ 7.00
TAYLOR WILKINS, Sheriff
BY Seibert
DEPUTY SHERIFF

TRAILWAY OIL COMPANY, INC., A Corporation,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
RICHARD HAMILL,	X	
Defendant,	X	AT LAW NO. 5179
L & M CONSTRUCTION COMPANY,	X	
Garnishee.	X	

MOTION FOR CONDITIONAL JUDGMENT
AGAINST THE GARNISHEE

Comes the Plaintiff in the above styled cause, acting by and through its attorneys of record, and files this its motion for a conditional judgment against the Garnishee and as grounds for its said motion, shows unto this Honorable Court as follows:

1. That a Writ of Garnishment on Summons and Complaint was duly issued against L & M Construction Company on June 19, 1962, and notice of such Writ was duly served upon L & M Construction Company on June 27, 1962. That such Writ required the Garnishee to answer, under oath, whether, at the time of the service of the garnishment, or at the time of making its answer, or at any time intervening between the time of service of the garnishment and the making of the answer it was indebted to the Defendant, and, whether, it will be indebted to him in the future for a contract then existing, and whether, by a contract then existing its liability 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 it has in its possession or under its control money or effects belonging to the Defendant.

2. The Plaintiff further shows unto Your Honor that on July 13, 1962, the Garnishee filed an answer under oath which is not in the form required by law and simply answers that the Defendant is associated with the Garnishee on a commission basis only and has

a drawing account and that at the time of the service of the garnishment he had overdrawn his account and was indebted to the Garnishee. That such answer is not in accordance with the laws of the State of Alabama.

3. That on October 18, 1962, a judgment was rendered in said cause in favor of the Plaintiff and against the Defendant for the sum of $255.73 and costs of court, which judgment has not been paid.

WHEREFORE, the Plaintiff respectfully prays that a conditional judgment be rendered against the Garnishee for the amount of Plaintiff's judgment, to be made absolute unless it appears within thirty days after notice to it of such conditional judgment

Thomas Stone
Attorneys for Plaintiff

TRAILWAY OIL COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

RICHARD HAMILL,

Defendant,

L & M CONSTRUCTION COMPANY,

GARNISHEE

* * * * * * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5179

* * * * * * * * * * * * * * * * * * * *

MOTION FOR CONDITIONAL
JUDGMENT AGAINST THE
GARNISHEE

* * * * * * * * * * * * * * * * * * * *

FILED

OCT 10 1962

ALICE L. DICK, CLERK

MAYER W. PERLOFF
ATTORNEY AT LAW
SUITE 605 VAN ANTWERP BUILDING
MOBILE 12, ALABAMA
HEMLOCK 3-5412

MAYER W. PERLOFF
E. GRAHAM GIBBONS

November
7,
1962

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

Re: Trailway Oil Company, Inc. -v- Richard Hamill
L & M Construction Company, Garnishee, Case No. 5179

Dear Mrs. Duck:

I am enclosing herein a motion to set aside the conditional judgement redered in the above captioned cause and a verified answer which I hope will satisfy Mr. Chason. If for some reason he is not satisfied I would appreciate your contacting me so I can appear in court to argue the point.

Thank you for your very kind attention and consideration.

Very truly yours,

Mayer W. Perloff

MAYER W. PERLOFF

M
W
P
/rms

Enc/4

GARNISHMENT ON SUMMONS

Printed by The Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Trailway Oil Company, Inc., a corporation

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against Richard Hamill

for the sum of Two Hundred Fifty-five and 73/100 Dollars and whereas, the said Trailway Oil Company, Inc., a corporation

has entered into bond, and made affidavit by law that the said Richard Hamill

is indebted to Trailway Oil Co., Inc. in the sum of $255.73 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 L & M Construction Company of 504 Holcombe Avenue, Mobile, Alabama

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said L & M Construction Company of 504 Holcombe Avenue, Mobile, Alabama

to be and appear at the next term of the Circuit Court, to be holden for the County of Baldwin, on 30 days after service of this Writ, 1962 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 19 day of June, 1962

Alice J. Duck
Clerk.

Ent. 6-27-62

3246

No. 5179

Circuit Court of Baldwin County

VS.

Garnishment On Summons

Issued _____ day of _____, 19____

RECEIVED
JUN 20 1962
SHERIFF'S OFFICE

Plaintiff's Attorney

Received 20 day of June 1962
and on 22 day of June 1962
I served a copy of the within Garnishment
on M Construction Co
by service on The Albers Press

RAY D. BADGER, Sheriff
By [illegible] D.S.

TRAILWAY OIL COMPANY, INC., A Corporation,	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	
	)	BALDWIN COUNTY, ALABAMA
RICHARD HAMILL,	)	
Defendant,	)	
	)	AT LAW NO. 5179
L & M CONSTRUCTION COMPANY,	)	
Garnishee.	)	

MOTION FOR CONDITIONAL JUDGMENT
AGAINST THE GARNISHEE

Comes the Plaintiff in the above styled cause, acting by and through its attorneys of record, and files this its motion for a conditional judgment against the Garnishee and as grounds for its said motion, shows unto this Honorable Court as follows:

1. That a Writ of Garnishment on Summons and Complaint was duly issued against L & M Construction Company on June 19, 1962, and notice of such Writ was duly served upon L & M Construction Company on June 27, 1962. That such Writ required the Garnishee to answer, under oath, whether, at the time of the service of the garnishment, or at the time of making its answer, or at any time intervening between the time of service of the garnishment and the making of the answer it was indebted to the Defendant, and, whether, it will be indebted to him in the future for a contract then existing, and whether, by a contract then existing its liability 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 it has in its possession or under its control money or effects belonging to the Defendant.

2. The Plaintiff further shows unto Your Honor that on July 13, 1962, the Garnishee filed an answer under oath which is not in the form required by law and simply answers that the Defendant is associated with the Garnishee on a commission basis only and has

a drawing account and that at the time of the service of the garnishment he had overdrawn his account and was indebted to the Garnishee. That such answer is not in accordance with the laws of the State of Alabama.

3. That on October 18, 1962, a judgment was rendered in said cause in favor of the Plaintiff and against the Defendant for the sum of $255.73 and costs of court, which judgment has not been paid.

WHEREFORE, the Plaintiff respectfully prays that a conditional judgment be rendered against the Garnishee for the amount of Plaintiff's judgment, to be made absolute unless it appears within thirty days after notice to it of such conditional judgment

Attorneys for Plaintiff

TRAILWAY OIL COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

RICHARD HAMILL,

Defendant,

L & M CONSTRUCTION COMPANY,

GARNISHEE

* * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5179

* * * * * * * * * * * * * * * *

MOTION FOR CONDITIONAL
JUDGMENT AGAINST THE
GARNISHEE

* * * * * * * * * * * * * * * *

FILED

OCT 19 1962

ALICE J. DUCK, CLERK
REGISTER

TRAILWAY OIL COMPANY, INC. A Corporation, Plaintiff, vs. RICHARD HAMILL, Defendant, L & M CONSTRUCTION COMPANY, Garnishee.	))))))))))	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW NO. 5179

ORDER

The above matter coming on to be heard on the motion of the Plaintiff to render a conditional judgment against the Garnishee in the above styled cause because of its improper answer to such garnishment, and the Court having considered the matter, is of the opinion that the motion should be granted; it is, therefore

ORDERED and DECREED by the Circuit Court of Baldwin County, Alabama, At Law, that conditional judgment is hereby rendered against L & M Construction Company of 504 Holcombe Avenue, Mobile, Alabama, in the sum of $255.73 and costs. Said judgment will be made absolute unless such garnishee appears within thirty days after notice of such conditional judgment.

It is further ORDERED and DECREED by the Court that the Clerk of said Court shall issue a notice to the Garnishee of such conditional judgment and that such notice shall be served upon the Garnishee as required in other process.

Done this the 19 day of October, 1962.

Hubert M Stone
Judge

TRAILWAY OIL COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

RICHARD HAMILL,

Defendant,

L & M CONSTRUCTION COMPANY,

Garnishee.

* * * * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5179

* * * * * * * * * * * * * * * * * *

ORDER

* * * * * * * * * * * * * * * * * *

FILED
OCT 19 1982
ALICE J. DUCK, CLERK
BALDWIN COUNTY

24

TRAILWAY OIL COMPANY, INC., A Corporation,	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	
	)	BALDWIN COUNTY, ALABAMA
RICHARD HAMILL,	)	
Defendant,	)	
		AT LAW NO. 5179
L & M CONSTRUCTION COMPANY,	)	
Garnishee.	)	

TO: L & M CONSTRUCTION COMPANY, 504 HOLCOMBE AVENUE, MOBILE, ALABAMA:

YOU ARE HEREBY NOTIFIED that a conditional judgment was rendered against you by the Circuit Court of Baldwin County, Alabama, At Law, in the above styled cause for the sum of $255.73 and costs of court, which conditional judgment will be made absolute unless you appear within thirty days after service of this notice in the Circuit Court of Baldwin County, Alabama, to show cause why such conditional judgment should not be made absolute.

Done this the 19 day of October, 1962.

Clerk

Ex-10-26-62

No. 5179 3706

TRAILWAY OIL COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

RICHARD HAMILL,

Defendant,

L & M CONSTRUCTION COMPANY,
504 Hackenburg Bldg.
Mobile, Ala.
Mr Sheridan Seymour

Garnishee

* * * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5179

* * * * * * * * * * * * * * * * *

NOTICE TO GARNISHEE

* * * * * * * * * * * * * * * * *

Order

RECEIVED

OCT 22 1962

SHERIFF'S OFFICE

Received 22 Day of Oct 1962
and on 23 Day of Oct 1962
I served a Copy of the within
on L & M Construction Co
by service on M L Thresiolan
Secretary - Treasurer
RAY D. BRIDGES, Sheriff
By W W Weeks D. S.

TRAILWAY OIL COMPANY, INC., a corporation,	*	IN THE CIRCUIT COURT OF
Plaintiff,	*	
-vs-	*	BALDWIN COUNTY, ALABAMA,
RICHARD HAMILL,	*	
Defendant,	*	AT LAW
L & M CONSTRUCTION COMPANY,	*	
Garnishee.	*	CASE NO. 5179

STATE OF ALABAMA)

COUNTY OF MOBILE)

Comes now L & M DEVELOPMENT CORPORATION by its duly authorized agent, Morris Sheridan, and moves this honorable court to set aside the conditional judgement herein against it as garnishee in the above styled cause on the to-wit: October 19, 1962, and assigns as grounds therefore the following:

1. That your movent was not indebted to the defendant in the above captioned cause at any time material to this inquiry.

2. That it was under the impression that it had fully answered the garnishment by the answer filed in this honorable court on the to-wit: 14th day of July, 1962, and was so advised by its attorney.

3. That it is filing contemporaneously herewith another verified answer.

L & M DEVELOPMENT CORPORATION

BY: Morris L. Sheridan
MORRIS SHERIDAN

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a notary public in and for said State and County, hereby certify that MORRIS SHERIDAN, whose name as duly authorized agent of L & M Development Corporation, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that, being informed of the contents of the instrument, he, as such agent and with full power and authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 7 day of November, 1962.

Rose Marie Sawyer
NOTARY PUBLIC

MAYER W. PERLOFF
Attorney for L & M Development Corporation

FILED
NOV 1962
ALICE J. DUCK, CLERK REGISTER

TRAILWAY OIL COMPANY, INC., a corporation,	*	IN THE CIRCUIT COURT OF
Plaintiff,	*	
-vs-	*	BALDWIN COUNTY, ALABAMA,
RICHARD HAMILL,	*	
Defendant,	*	AT LAW
L & M CONSTRUCTION COMPANY,	*	
Garnishee.		CASE NO. 5179

STATE OF ALABAMA)

COUNTY OF MOBILE)

And now, on this day, comes L & M DEVELOPMENT CORPORATION, by and through its duly authorized agent, Morris L. Sheridan, the Garnishee in the above stated cause, and for answer to the writ of Garnishment served upon L & M Development Corporation on the to-wit: 20th day of June, 1962, and notice of Judgement Ni Si served upon it on the to-wit: 26th day of October, 1962, upon oath, says that it is not indebted to the above named defendant at the time of the service of the writ of Garnishment or at the time of the service of the notice of Judgement of Ni Si in the above stated cause, or at the time of making its answer hereto; and that it will not be indebted in the future to the said Defendant by a contract then existing, or at the time of this summons; and that it has not its possession, or under its control, personal or real property, or things in action belonging to the said Defendant, Richard Hamill.

And Garnishee having fully answered, prays to be discharged with its costs in this behalf expended.

L & M DEVELOPMENT CORPORATION

BY: Morris L. Sheridan
MORRIS L. SHERIDAN

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a notary public in and for said State and County, hereby certify that MORRIS L. SHERIDAN whose name as duly authorized agent of L & M Development Corporation, an Alabama corporation, is signed to the foregoing instru-

ment and who is known to me, acknowledged before me on this date, that, being informed of the contents of the instrument, he, as such agent and with full power and authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 7 day of November, 1962.

NOTARY PUBLIC

MAYER W. PERLOFF
Attorney for L & M Development Corporation
605 Van Antwerp Building
Mobile, Alabama

FILED
NOV 8 1962
ALICE J. DUCK, CLERK
REGISTER

BOND

The State of Alabama, } CIRCUIT COURT
Baldwin County

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Trailway Oil Company, Inc., a corporation, as principal, and William H. Petrey, as surety

are held and firmly bound unto Richard Hamill

in the sum of Five Hundred Twenty-five ($525.00) DOLLARS,

to be paid to the said Richard Hamill, his

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 19th day of June, 19 62

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound Trailway Oil Company, Inc., a corporation

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Richard Hamill

the sum of Two Hundred Fifty-five and 73/100 ($255.73) Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

L & M Construction Company of 504 Holcombe Avenue, Mobile, Alabama,

summoning ~~it~~ it to answer what it is indebted to said Defendant, or what effects of said Defendant it has in 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 he 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 property free from all incumbrance, to the full amount of the above bond.

TRAILWAY OIL COMPANY, INC., A Corporation

By: William H. Petrey (Seal)
As Vice President

William H. Petrey (Seal)

(Seal)

Approved this 19th day of June A. D., 19 62

Clerk.

Affidavit in Garnishment on Summons.

The State of Alabama
Baldwin County

Before me, ~~ALICE J. DUCK, Clerk of Circuit Court,~~ John Chason, Notary Public

in and for said County, personally appeared William H. Petrey

who, being duly sworn, doth depose and say that he is an agent for, and Vice President of, Trailway Oil Company, Inc., a corporation. That Richard Hamill is justly

indebted to said corp. in the sum of $255.73 Dollars,

and that it has commenced on suit by summons and complaint on said indebtedness against the said Richard Hamill

and that L & M Construction Company of 504 Holcombe Avenue, Mobile, Alabama, is

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in its possession, or under its control, and that he believe that process of Garnishment against the said L & M Construction Company of 504 Holcombe Avenue, Mobile, Alabama,

is necessary to obtain satisfaction of said claim; and that the said L & M Construction Company 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.

William H. Petrey

Sworn to and subscribed before me this 19th day of June 1962

John Chason, ~~Clerk Circuit Court.~~
Notary Public, Baldwin County, Alabama

116

No. 5179

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

Plaintiff

TO

Defendant

Bond and Affidavit in Garnishment on Summons

Filed this day of , 19

Clerk.

Printed by Moore Ptg. Co.

State of Alabama

BALDWIN COUNTY

TO RICHARD HAMILL, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of TRAILWAY OIL COMPANY, INC., A Corporation, Plaintiff, versus RICHARD HAMILL, Defendant, now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which L. & M. Construction Company of 504 Holcombe Avenue, Mobile, Alabama has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 19 day of June, 1962.

Clerk of the Circuit Court.

Ent. 6-20-62.

ceived 19 day of June 1962
d on 20th day of June 1962
served a copy of the within Notice
n Richard Hamill

y service on

TAYLOR WILKINS, Sheriff
By Fred Seibert D. S.
F'hope

No. 5179

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

RICHARD HAMILL

TRAILWAY OIL COMPANY, INC.

A Corporation

Plaintiff

VS.

RICHARD HAMILL

Defendant