

THE STATE OF ALABAMA,  
Baldwin  
~~Montgomery~~ County.

769

To any Sheriff of the State of Alabama—GREETING:

You are hereby Comanded to summon

H. J. EDMONDS

to appear before the Circuit Court of ~~Montgomery~~ <sup>Baldwin</sup> 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

THE JOHN DEERE PLOW COMPANY OF ST. LOUIS, a corporation

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

Witness my hand this *15th* day of August 1934

*R. S. Smith*

Clerk.

COMPLAINT

THE STATE OF ALABAMA,  
Baldwin  
~~Montgomery~~ County.

In the Circuit Court of ~~Montgomery~~ <sup>Baldwin</sup> County  
Term, 193

THE JOHN DEERE PLOW  
COMPANY OF ST. LOUIS, a  
corporation

vs.

H. J. EDMONDS

Plaintiff

Defendant

1. The Plaintiff Claims of the Defendant the following ~~Defendant~~

described personal property, to-wit: One John Deere 7 ft. 24" single row potato digger with power drive; together with the value of the hire or use thereof from detention, viz.: August 4, 1942.

2. Plaintiff claims of the defendant Thirty-five and no/100 (\$35.00) Dollars due by promissory note made by him in favor of T. B. Smith, dated June 15, 1939, payable November 1, 1939, with interest from date; and plaintiff avers that in and by said note the defendant agreed to pay a reasonable attorney's fee, and plaintiff claims Ten (\$10.00) Dollars additional as such fee, and plaintiff further avers that in and by said note defendant waived all right of exemption as to personal property. Plaintiff further avers that said note was negotiated in due course to plaintiff and that plaintiff is the holder of said note in due course.

3. Plaintiff claims of the defendant One Hundred Fifty and no/100 (\$150.00) Dollars due by promissory note made by him in favor of T. B. Smith, dated June 15, 1939, payable June 15, 1940, with interest from date; and plaintiff avers that in and by said note the defendant agreed to pay a reasonable attorney's fee, and plaintiff claims Ten (\$10.00) Dollars additional as such fee, and plaintiff further avers that in and by said note defendant waived all right of exemption as to personal property. Plaintiff further avers that said note was negotiated in due course to plaintiff and that plaintiff is the holder of said note in due course.

*W. B. Smith*

Attorney for plaintiff

THE STATE OF ALABAMA,  
Montgomery County.

To the Sheriff of Said County—GREETING:

The Plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant give bond, payable to the Plaintiff, with security in double value of the property, conditioned that if the Defendant is cast in the suit he will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

WITNESS my hand this *6th* day of *August* A. D., 19*42*

*[Signature]*  
Clerk Circuit Court Montgomery County.

*Copies* RECORDED

No. *769*

THE JOHN DEERE PLOW COMPANY  
OF ST. LOUIS, a corporation  
vs.  
H. J. EDMONDS  
(Fairhope, Ala.)

Baldwin  
Circuit Court of Montgomery County  
Term, 193

SUMMONS AND COMPLAINT

Filed in office this *6th* day of  
August A. D., 1942

*[Signature]*  
Clerk.

Fred S. Ball, Jr. Plaintiff's Attorney.

DIXIE PRINT-7098A

Received in office \_\_\_\_\_ day of \_\_\_\_\_

193

Received in Sheriff's Office  
this *24th* day of *July*, 194*3*  
W. R. STUART, Sheriff

Sheriff.

Executed by serving \_\_\_\_\_ cop  
of the within Summons and Complaint on  
Defendant this the \_\_\_\_\_ day of \_\_\_\_\_

193

Sheriff.

THE STATE OF ALABAMA,  
Baldwin  
~~Montgomery~~ County.

To any Sheriff of the State of Alabama—GREETING:

You are hereby Commanded to summon

H. J. EDMONDS

to appear before the Circuit Court of ~~Montgomery~~ 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

THE JOHN DEERE PLOW COMPANY OF ST. LOUIS, a corporation

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

Witness my hand this *6<sup>th</sup>* day of August 1932



Clerk.

COMPLAINT

THE STATE OF ALABAMA,  
Baldwin  
~~Montgomery~~ County.

In the Circuit Court of ~~Montgomery~~ Baldwin County  
Term, 193

THE JOHN DEERE PLOW  
COMPANY OF ST. LOUIS, a  
corporation

vs.

H. J. EDMONDS

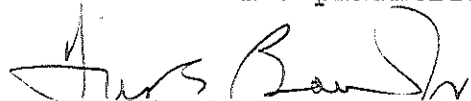
Plaintiff

Defendant

1. The Plaintiff Claims of the Defendant the following ~~Defendant~~ described personal property, to-wit: One John Deere 7 ft. 24" single row potato digger with power drive; together with the value of the hire or use thereof from detention, viz.: August 4, 1942.

2. Plaintiff claims of the defendant Thirty-five and no/100 (\$35.00) Dollars due by promissory note made by him in favor of T. B. Smith, dated June 15, 1939, payable November 1, 1939, with interest from date; and plaintiff avers that in and by said note the defendant agreed to pay a reasonable attorney's fee, and plaintiff claims Ten (\$10.00) Dollars additional as such fee, and plaintiff further avers that in and by said note defendant waived all right of exemption as to personal property. Plaintiff further avers that said note was negotiated in due course to plaintiff and that plaintiff is the holder of said note in due course.

3. Plaintiff claims of the defendant One Hundred Fifty and no/100 (\$150.00) Dollars due by promissory note made by him in favor of T. B. Smith, dated June 15, 1939, payable June 15, 1940, with interest from date; and plaintiff avers that in and by said note the defendant agreed to pay a reasonable attorney's fee, and plaintiff claims Ten (\$10.00) Dollars additional as such fee, and plaintiff further avers that in and by said note defendant waived all right of exemption as to personal property. Plaintiff further avers that said note was negotiated in due course to plaintiff and that plaintiff is the holder of said note in due course.

  
Attorney for plaintiff

THE STATE OF ALABAMA,  
Montgomery County.

To the Sheriff of Said County—GREETING:

The Plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant give bond, payable to the Plaintiff, with security in double value of the property, conditioned that if the Defendant is cast in the suit he will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

WITNESS my hand this *16* day of

*August*

A. D., 19*42*

*R. Duck*  
Clerk Circuit Court *Baldwin* Montgomery County.

No. *769*

THE JOHN DEERE PLOW COMPANY  
OF ST. LOUIS, a corporation

vs.

H. J. EDMONDS  
(Fairhope, Ala.)

*Baldwin*  
Circuit Court of *Montgomery* County

Term, 193

SUMMONS AND COMPLAINT

Filed in office this *16* day of

*August*

A. D., 19 *42*

*R. Duck* Clerk.

Fred S. Ball, Jr. Plaintiff's Attorney.

DIXIE PRINT—7098A

Received in office *16*th day of

*August* 19*42*

*Received in Sheriff's Office*  
*this 24 day of August, 1942*  
W. R. STUART, Sheriff

Executed by serving *cop*  
of the within Summons and Complaint on

Defendant this the *16* day of *August* 19*42*

*Albion D. Edwards, Not found in Baldwin County. He is at Sea.*  
*W. R. Stuart* Sheriff.

Executed by taking in to my possession the within described property, this the *8*th day of *August* 19*42*.

*W. R. Stuart* Sheriff  
*A. S. Pruitt* D.S.

After diligent search and inquiry the defendant H. J. Edmonds not found in my county.

This 30th day of March 1943.

W. R. Stuart, Sheriff  
By *[Signature]*, D.S.

PLAINTIFF'S REPLEVY BOND IN ACTION OF DETINUE

The State of Alabama,  
Montgomery County

KNOW ALL MEN BY THESE PRESENTS.

That we, The John Deere Plow Company of St. Louis, a corporation,

are held and firmly bound unto H. J. Edmonds

in the sum of Fifty and no/100 (\$50.00) - - - - Dollars  
for the payment of which 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, the 17 day of August A. D., 1942.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said

The John Deere Plow Company of St. Louis, a corporation

did on the 6th day of August A. D. 1942 sue out of the

Circuit

Baldwin Court of ~~Montgomery~~ a writ in detinue, directed to any Sheriff of the

State of Alabama, and commanding him to take in his possession the following property sued for

in said action of detinue, to-wit: One John Deere 7 ft. 24" single row potato

digger with power drive

which said writ was placed in the hands of W.R. Stuart, Sheriff of

the County of Baldwin on the 6th day of August A. D. 1942

and executed by him on the 8th day of August A. D. 1942, by taking into his

possession the following property, to-wit: One John Deere 7 ft. 24" single row

potato digger with power drive

And whereas the said H. J. Edmonds, defendant in said suit, has

failed and neglected for the space of five days from the taking into possession of said property, by

said W.R. Stuart Sheriff aforesaid to give bond and take possession of

said property as authorized by law.

Now therefore, if the said The John Deere Plow Company

of St. Louis, a corporation plaintiff in said suit, shall

deliver the above described property to the said H. J. Edmonds defendant in

said suit, within thirty days after judgment, in case it shall fail to recover the same in its

said suit, together with damages for the detention of property and costs of suit, then and in that

event this obligation to be void, otherwise to remain in full force and effect.

Approved this the 17th day of

August 1942

W.R. Stuart

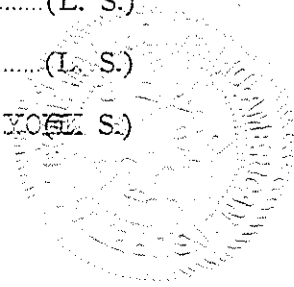
Sheriff of ~~Montgomery~~ County,  
Baldwin

THE JOHN DEERE PLOW COMPANY (L. S.)  
OF ST. LOUIS, a corporation

By *J.W. B...* (L. S.)  
As its attorney

AMERICAN SURETY COMPANY OF NEW YORK (S.)

By: *M. Mason*  
As its attorney-in-fact



RECORDED

No. 769

**PLAINTIFF'S REPLEVY  
BOND IN DETINUE**

The John Deere Plow Company  
of St. Louis, a corporation.

VS.

H. J. Edmonds

THE STATE OF ALABAMA, }  
MONROE COUNTY. }

BALDWIN

Filed in the office of the Clerk of the

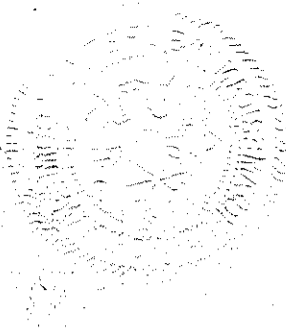
*Baldwin* Court, this *20* day

of *Aug* 1942

*W. S. Skinner*

Clerk.

SKINNER



# The State of Alabama

MONTGOMERY COUNTY

Know all Men by these Presents, That we The John Deere Plow Company of St. Louis,  
a corporation, and undersigned surety,

are held and firmly bound unto H. J. Edmonds

in the sum of One Hundred and no/100- - - (\$100.00)- - - - Dollars,  
to be paid to the said H. J. Edmonds, 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 and severally, and firmly, by these presents. Sealed with our seals, and dated this August day of August in the year of our Lord, One Thousand Nine Hundred and Forty-two.

The condition of the above obligations is such, That whereas the above bound The John Deere Plow Company of St. Louis, a corporation,  
on the day of the date hereof, hath obtained at the suit of itself vs. H. J. Edmonds

a Summons and Complaint for the recovery of personal chattels in specie against and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which Summons and Complaint are returnable to the next term of the Circuit Court of Baldwin ~~Montgomery~~ for said County and which said endorsement is made upon the Plaintiff entering into this Bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

THE JOHN DEERE PLOW COMPANY  
OF ST. LOUIS, a corporation ( L. S. )

By J. B. Bandy ( L. S. )  
As its attorney

AMERICAN SURETY COMPANY OF NEW YORK ( )

By W. H. McLean  
As its attorney in fact

Approved this 6th

day of August 1942

R. S. Lusk  
Clerk.

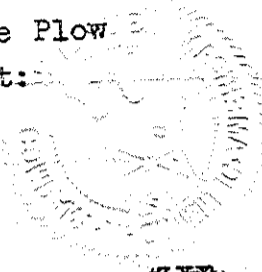
The State of Alabama  
Montgomery County

Myrl C. Story, a Notary Public in and for said State and County,  
Before me, ~~John H. Edmonds, Clerk of the Circuit Court of Montgomery County, to-wit: personally~~

appeared Fred S. Ball, Jr. who being duly

sworn, deposeth and saith, That the property sued for in the complaint of The John Deere Plow  
Company of St. Louis, a corporation, vs. H. J. Edmonds, to-wit:

One John Deere 7ft. 24" single row potato digger  
with power drive,



belongs to The John Deere Plow Company of St. Louis, a corporation,  
the said Plaintiff.

Sworn to and subscribed before me this  
5<sup>th</sup> day of August 19 42  
Myrl C. Story  
Notary Public  
Montgomery County, Alabama

Hub Ball Jr

RECORDED

769

DETINUE BOND AND  
AFFIDAVIT

vs.

Circuit Court of Montgomery  
County

Filed in office

u su  
day of Aug, 19 42

Richard  
Clerk.

769