

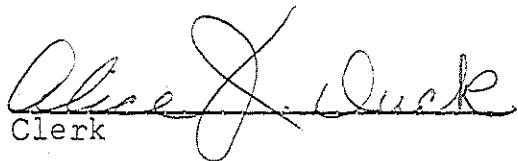
STATE OF ALABAMA)

COUNTY OF BALDWIN)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon CRAFT COMPANY, INC., a corporation, to appear and plead, answer or demur, within thirty (30) days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against Craft Company, Inc., a Corporation, Defendant, by Herman Maisel, Plaintiff.

Witness my hand this 3rd day of June, 1965.


Clerk

HERMAN MAISEL,
Plaintiff,

vs.

CRAFT COMPANY, INC.,
a Corporation,

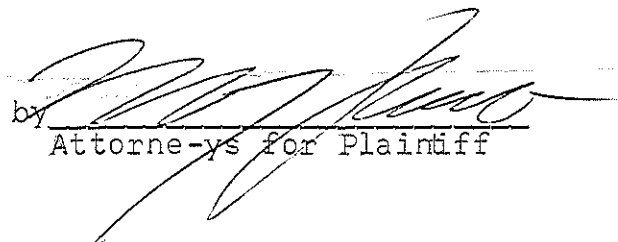
Defendant.

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

) CASE NO. 65-35

Plaintiff claims of the Defendant the following personal property, viz: Air conditioning unit removed by Defendant from roof of Daphne Post Office, together with all parts thereof incident thereto; together with the hire or use thereof, during the detention thereof from, to-wit, the 11th day of May, 1965.

TYSON, MARR & FRIEDLANDER

by 
Attorney-ys for Plaintiff

FILED
JUN 8 1965
ALICE I. DUCK, CLERK
REGISTER

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

No. _____

_____, 19____

To Any Sheriff of the State of Alabama:

You Are Hereby Commanded to Summon _____

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 the same, then and there to answer the complaint of _____

Witness my hand this _____ day of _____, 19____.

_____, Clerk.

COMPLAINT

_____, Plaintiff Versus _____ Defendant.

The plaintiff _____ claims of the defendant the following personal property, to-wit:

with the value of the hire or use thereof during the detention, to-wit:

from _____, 19____, to _____, 19____.

_____, Plaintiff's Attorney.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

HERMAN MAISEL,

Plaintiff.

VS.

CRAFT COMPANY, INC., A Corp.

Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed 19

JUN 3 1965 Clerk.

Alice J. Duck, CLERK
REGISTER

Tyson, Marr & Friedlander
Plaintiff's Attorney

Defendant's Attorney

To The Sheriff of Said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alice J. Duck, Clerk.

Defendant lives at

RECEIVED
Received in office

JUN 3 1965, 19

TAYLOR WILKINS Sheriff.
SHERIFF

I have executed this summons

this June 24, 1965
by leaving a copy with

Craft Co. Inc.
and Wm Craft, owner
And taking part of
property in possession
And delivering it to
Comp. was advised that
the Cond. 2 inches 1 Year
Also Brackets was at Factory

Taylor Wilkins, Sheriff

Roy Randell, Deputy Sheriff

Daphne

Sheriff claims 54 miles at
Ten Cents per mile Total \$5.40
TAYLOR WILKINS, Sheriff
BY Roy Randell
DEPUTY SHERIFF

Pty made bond
7/6/65 by Norman
Marr, mobile
bonding Co. by C.M.
Hewell. Property
released to Pty.

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STATE OF ALABAMA)

COUNTY OF BALDWIN)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon CRAFT COMPANY, INC., a corporation, to appear and plead, answer or demur, within thirty (30) days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against Craft Company, Inc., a Corporation, Defendant, by Herman Maisel, Plaintiff.

Witness my hand this 3rd day of June, 1965.

Alice I. Duck
Clerk

HERMAN MAISEL,
Plaintiff,

vs.

CRAFT COMPANY, INC.,
a Corporation,

Defendant.

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

) CASE NO. 65325

Plaintiff claims of the Defendant the following personal property, viz: Air conditioning unit removed by Defendant from roof of Daphne Post Office, together with all parts thereof incident thereto; together with the hire or use thereof, during the detention thereof from, to-wit, the 11th day of May, 1965.

TYSON, MARR & FRIEDLANDER

by [Signature]
Attorney-ys for Plaintiff

FILED

JUN 3 1965

Alice I. Duck, Clerk
REGISTRAR

STATE OF ALABAMA
County of Mobile

KNOW ALL MEN BY THESE PRESENTS, That we, Herman Maisel
as Principal, and _____ and _____, as Sureties, are held and firmly bound
unto Craft Company, Inc.

in the sum of \$500.00

for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our
heirs, executors and administrators. Sealed with our seals and dated this _____ day
of June in the year of our Lord, one thousand, nine hundred and 65

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

Herman Maisel

did, on the _____ day of June, (1) 965, sue out in the Circuit Court
of Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him
to take into his possession the following described property, to-wit: _____

Air conditioning unit removed by Defendant from roof of
Daphne Post Office, together with all parts thereof
incident thereto

which said writ was placed in the hands of Taylor Wilkinson
Baldwin

Sheriff of the County of ~~Mobile~~, on the _____ day of _____, 19____, by taking into his
possession the following described property, to-wit: _____

Air conditioning unit removed by Defendant from roof
of Daphn Post Office, together with all parts thereof
incident thereto

and whereas the said Craft Company, Inc.

defendant in said writ, has failed and neglected, the the space of five days from the execution of said writ, to give
bond and take possession of said property as authorized by law.

Now is the said Herman Maisel

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment,
and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise
to remain in full force and effect.

Taken and approved this the 6 day of July, 1965

Herman Maisel (Seal)
Mobile Bonding Co. (Seal)
C. M. Howell (Seal)
att. in fact

Taylor Wilkinson
Sheriff, ~~Mobile~~ County, Alabama
Baldwin

THE STATE OF ALABAMA, }
~~XXXXXX~~ County
Baldwin

DETINUE
Bond and Affidavit

Know All Men by These Presents, That wethe undersigned.....

are held and firmly bound untoCraft Company, Inc. ofBaldwin.....

County, in the sum of\$1000.00.....Dollars, and costs to be paid to the said

.....Craft Company, Inc. or its

~~heirs, executors, administrators~~ successors 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, several-

ly and firmly, by these presents. Sealed with our seals and dated this day of

.....June.....1955....

The condition of the above obligation is such, that whereas the above bound

Herman Maisel

on the day of the date hereof hath obtained at the suit ofHerman Maisel.....

A Summons and complaint for the recovery of personal chattels in specie against

Craft Company, Inc.

and asks an endorsement on the summons, "That the Sheriff is required to take the property men-

tioned in said Complaint into his possession," as required by law in such cases, which Summons and

Circuit Court of Baldwin

Complaint are returnable to the ~~Court of General Sessions of XXXXX~~ County, on the day

of 1955....., and which endorsement is made upon the plaintiff enter-

ing into this Bond.

Now, if the said Plaintiff shall fail in this suit, and pay the Defendant all such costs and dam-

ages asit.....

.....may sustain by reason of the wrongful complaint

in said cause, then this obligation to be void; otherwise to remain in full force and effect.

Approved:

Alice I. Duck
Clerk of the ~~Court of General Sessions of XXXXX~~
the Circuit Court of Baldwin County

Herman Maisel (L.S.)
Mobile Bonding Co. (L.S.)
C. M. Hodge (L.S.)
Atty in Fact

FILED

JUN 8 1965

319

ALICE I. DUCK, CLERK
REGISTER

THE STATE OF ALABAMA,
Mobile County
Baldwin

NOTARY PUBLIC FOR STATE OF ALABAMA AT LARGE

Before me, the undersigned ~~Clerk of the Court of General Sessions of Mobile County~~, personally
appeared HERMAN MAISEL

who, being duly sworn, deposeth and saith: That the property sued for in the complaint of
HERMAN MAISEL vs. CRAFT COMPANY, INC.

..... to-wit:.....
Air conditioning unit removed by Defendant from roof of Daphne
Post Office, together with all parts thereof incident thereto

..... belongs to
.....
the said Plaintiff.

Herman Maisei

Sworn to and subscribed before me this 1
day of June, 19 65

Lucy Louise Waggoner
~~Clerk of the Court of General Sessions of Mobile County~~
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE

FILED

JUN 3 1965

AUG 1 DUCK, CLERK
REGISTER

No. 65235

DETINUE
Bond and Affidavit

VS.

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

319-A

HERMAN MAISEL,	:	IN THE CIRCUIT COURT OF
	:	
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
VS:	:	
	:	AT LAW
CRAFT COMPANY, INC.,	:	
a Corporation,	:	
	:	
Defendant.	:	CASE NO. 6535

Comes now the Plaintiff in the above styled cause and demurs to the Pleas of Defendant hereto filed, separately and severally, and for grounds assigns the following, separately and severally:

1. For aught that appears, said Plea does not state a defense to the cause of action.
2. For aught that appears, said Plea is frivolous.
3. For aught that appears, said Plea is not sworn.
4. For aught that appears, said Plea falls within a Plea of general issue.
5. For aught that appears, that "property is justly that of the Defendant and Defendant claims title thereto" is but a mere conclusion of the Pleader.
6. For aught that appears, the purchase price of the property claimed in the Complaint was paid.
7. For aught that appears, the Plea is not a special Plea.
8. For aught that appears, "that Plaintiff has attempted to wrongfully obtain the said property from the Defendant without paying the purchase price therefore" is but a mere conclusion of the Pleader. For aught that appears, Plaintiff is not apprised to what agent of his requested the Defendant to remove and repair the property claimed in the Complaint.

9. For aught that appears, Defendant has been paid for his time, labor and materials in and about removing and repairing the property claimed in the Complaint.

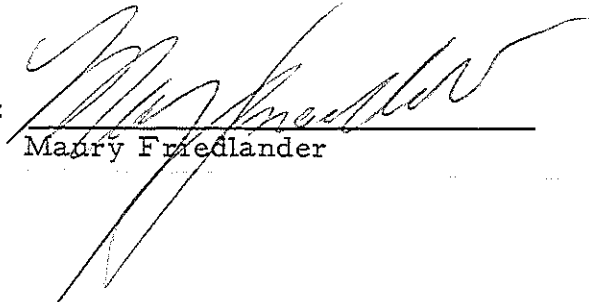
10. For aught that appears, Defendant has no lien on the property claimed in the Complaint.

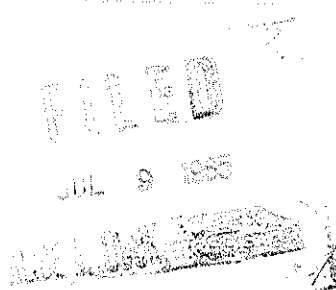
11. For aught that appears, "that this suit was brought to deprive the Defendant of the property and consequently Defendant's lien" is a mere conclusion of the Pleader.

12. For aught that appears, Defendant has no special property interest in the property claimed in the complaint.

TYSON, MARR & FRIEDLANDER
Attorneys for the Plaintiff

By:


Harry Friedlander



HERMAN MAISEL,	Ø	IN THE CIRCUIT COURT OF
Plaintiff,	Ø	BALDWIN COUNTY, ALABAMA
VS.	Ø	AT LAW
CRAFT COMPANY, INC.,	Ø	
a Corporation,	Ø	
Defendant.	Ø	CASE NO. 6535

Comes now the Defendant, CRAFT COMPANY, INC., A CORPORATION, and for answer to the Complaint herein, files the following separate and several pleas.

PLEA ONE

Defendant denies that it was, at the time of the filing of this suit, in possession of all the articles claimed in the complaint.

PLEA TWO

Defendant denies that the Plaintiff is entitled to the property claimed in the complaint.

PLEA THREE

Defendant denies that the Plaintiff is entitled to the property claimed in the complaint for that although the property claimed was installed by the Defendant on the Plaintiff's real property, Plaintiff has never paid the purchase price therefor and the property is justly that of the Defendant and Defendant claims title thereto.

PLEA FOUR

Defendant claims title and the right to possession of all the property claimed in the complaint and avers that Plaintiff has attempted to wrongfully obtain the said property from the Defendant without paying the purchase price therefor.

PLEA FIVE

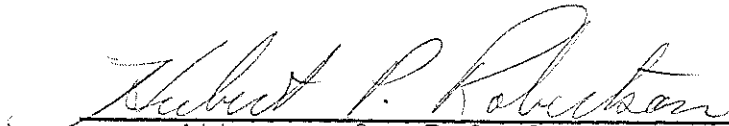
Defendant avers that an agent of the Plaintiff requested Defendant to remove and repair the property claimed in the complaint and Plaintiff is not entitled to said property until Defendant is paid for his time, labor and materials in and about removing and repairing the same.

PLEA SIX

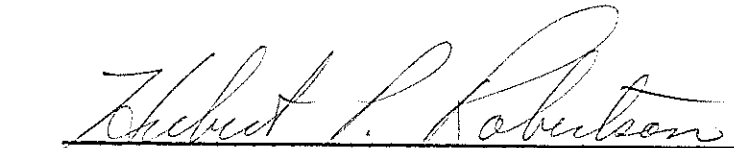
Defendant claims a lien and the right to retain the property claimed by the Plaintiff until paid for his time and labor in and about removing and repairing said property and avers that this suit was brought to deprive Defendant of the property and consequently Defendant's lien.

PLEA SEVEN

For further answer to the Complaint Defendant avers that the Plaintiff is not entitled to recover for that Plaintiff has never paid the purchase price of the Property claimed nor has Plaintiff paid Defendant for the removal and repair of said property and to permit Plaintiff to recover would cheat and deprive Defendant of its property.


Attorney for Defendant

Defendant respectfully demands a trial by jury.



FILED

JUL 1 1965

CALIF. SUP. CT.

