

#2049

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

BALDWIN

COUNTY

Before me, the undersigned, a Notary Public in and for said County, personally appeared G. W. Woodson who being by me duly sworn deposes and says that the property sued for in the complaint of Baldwin Furniture Company vs. Irene Byther filed in said Court, to-wit:

1-Baby Bed, complete with Mattress
1-3 Pc Bedroom Suite, complete with Box Springs and Mattress
1-Cabinet; 1-Apartment Gas Stove; 1-7 Pc. Sofa Bed Suite; 5 Pc. Dinette Suite; 1-Frigidaire Refrigerator, Model No. FDA, Serial No. 50A08145
belongs to Baldwin Furniture Company, the plaintiff.

Sworn to and subscribed before me this 6th

day of July, 1966

Notary Public

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

Baldwin

COUNTY

Baldwin

COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, G. W. Woodson

Principal, and

Sureties, are held and

firmly bound unto Irene Byther, his heirs, executors and administrators in the sum of Thirty-five and no/100----- Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the 6th day of July, 1966

The condition of the above obligation is such that whereas, the above bound G. W. Woodson d/b/a Baldwin Furniture Company

has on the 6th

July, 1966 sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said Irene Byther

described property, to-wit: for the recovery of the following

the property above described.

Now, if the said G. W. Woodson, d/b/a Baldwin Furniture Co. shall fail in said suit

and shall pay to the said Irene Byther, the defendant in said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise, to remain in full force and effect.

Taken and approved this 6th day of July, 1966

July, 1966

Clerk, Circuit Court

No. _____

THE STATE OF ALABAMA

_____ **COUNTY**

CIRCUIT COURT

_____ **Plaintiff**

vs.

_____ **Defendant**

Detinuc — Affidavit and Bond

Filed this _____ day of _____, 19____

Clerk

The State of Alabama, }
Baldwin County

CIRCUIT COURT
No. 7049

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To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon IRENE BYTHER
DAPHNE, ALABAMA

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 G. W. WOODSON,
d/b/a Baldwin Furniture Company

Witness my hand this 6th day of July, 1966

Alice D. Duck, Clerk

COMPLAINT

G. W. WOODSON, d/b/a Baldwin
Furniture Company

IRENE BYTHER

Plaintiff

Versus

Defendant

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

- 1 Baby Bed, complete with mattress; 3rd BED GONE
- 1-3 Pc. Bedroom Suite, complete with Box Springs & Mattress;
- 1-Cabinet; 1-Apartment Gas Stove; 1-7 Pc. Sofa Bed Suite;
- 1-5 Pc. Dinette Suite, 1-Frigidaire Refrigerator, Model No. FDA,
Serial #50A08145

→ TORN UP ABOUT 3 YRS AGO - NOT HERE

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

from July 1, 1966, to July 6, 1966

J. C. ..., Plaintiff's Attorney.

State of Alabama

Baldwin County

CIRCUIT COURT

G.W. WOODSON, d/b/a BALDWIN

FURNITURE COMPANY

Plaintiff

VS.

IRENE BYTHER

Defendant

Detinue Summons and Complaint

Filed July 6, 1966

Alice J. Duck, Clerk

J. Connor Owens, Jr.

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

JUL 6 1966

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this 19

by leaving a copy with

Irene Byther

Taylor Wilkins, Sheriff

J. M. Eastman, Deputy Sheriff

Montrose, Ala.

Executed this 7-7-66
By attending

1-2 pc. Bedroom Suite, complete with Box Springs, Mattress
1- Cabinet
1- Apartment Stove
1-7 pc. Sofa Bed Suite
1-7 piece Dining Ref - Model # 7DA Ser. No. 43040814

Not found - 1- Bed room bed, complete with Mattress
1-5 pc. Dinette Suite
1-1 pc. Bed Suite
1-1 pc. Sofa Bed Suite
1-1 pc. Dining Ref - Model # 7DA Ser. No. 43040814

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DETINUE — REPLEVY BOND OF PLAINTIFF

STATE OF ALABAMA }

Baldwin County }

KNOW ALL MEN BY THESE PRESENTS, That we, _____
G. W. Woodson d/b/a Baldwin Furniture Company

and _____

are held and firmly bound unto Irene Byther

in the sum of One Thousand Dollars, for the payment of
which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this _____ day of _____ 19____

The condition of the above obligation is such that whereas the said _____

G. W. Woodson did, on the 6 day
of July 1966 sue out of the Circuit Court of Baldwin County

_____ a writ of detinue directed to any Sheriff of the State of Alabama commanding him
to take into his possession the following property, to-wit: _____

One 3 pc. Bedroom suite, complete with box springs & Mattress

One Cabinet; 1- 5 pc. dinette suite; 1- Frigidaire Refrigerator, Model #FDA, Serial #50A08145

One apartment Gas Stove; 1- 7 pc. sofa bed suite

which said writ was placed in the hands of Taylor Wilkins,

Sheriff of Baldwin County, Alabama, on the 6 day of July, 1966,

and executed by him on the 7 day of July, 1966, by taking into his
possession the following property, to-wit:

same as above

And whereas the said Irene Byther

Defendant in said writ, has failed and neglected for 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 if the said G. W. Woodson upon his failing
in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay
all 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.

Baldwin Furniture Co. (SEAL)
Grandson (SEAL)
_____ (SEAL)

Taken and approved this 13th day of July 1966
Taylor Wilkins
Sheriff, Baldwin County, Ala.

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

REPLEVY BOND
Of Plaintiff

vs.

Taken and approved this

day of _____, 196_____