

The State of Alabama, }  
Baldwin County

CIRCUIT COURT  
No. 1515

19\_\_

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon John Gottler

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 Goodyear Service  
Stores, a corporation

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

\_\_\_\_\_, Clerk

COMPLAINT

Goodyear Service Stores, a corporation, Plaintiff \_\_\_\_\_ Versus John Gottler \_\_\_\_\_ Defendant \_\_\_\_\_

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

One (1) T.D.V. 3100 Admiral TV #17769266

One (1) J-327-A.G.E. Range #MK 55397

One (1) Electric Blanket

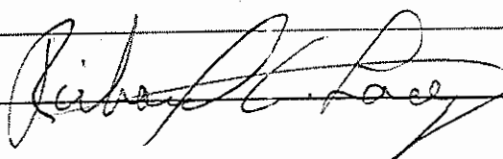
One (1) G. E. Washer, Model W.A. 554 Y #RA127294

One (1) #300 G.E. Stereo

One (1) T.D.V. 3500 Admiral T.V. set #11839971

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

from December 9 1965, to April 26 1967



Plaintiff's Attorney.

No. \_\_\_\_\_ Page \_\_\_\_\_

**State of Alabama**

Baldwin County

**CIRCUIT COURT**

Plaintiff \_\_\_\_\_

VS.

Defendant \_\_\_\_\_

**Detinue Summons and Complaint**

Filed \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Clerk

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.

\_\_\_\_\_, Clerk

Defendant lives at

\_\_\_\_\_, Alabama

Received in office

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Sheriff

I have executed this summons

this \_\_\_\_\_, 19\_\_\_\_

by leaving a copy with

\_\_\_\_\_, Sheriff

\_\_\_\_\_, Deputy Sheriff

P. O. DRAWER A-J

RICHARD C. LACEY

TELEPHONE 928-2373

*Attorney at Law*

FAIRHOPE, ALABAMA 36532

May 5, 1967

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

Re: Goodyear Service Stores  
Vs. John Gottler

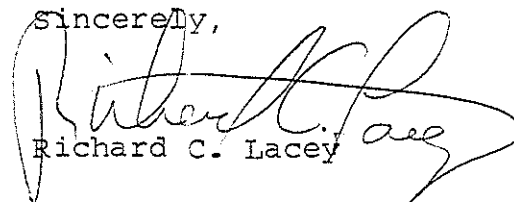
Dear Mrs. Duck:

I am enclosing a Detinue Summons and Complaint bond and an affidavit and forthcoming bond on subject case. Please ask the Sheriff to pick this property up and notify me when he has done so.

You may instruct the Sheriff that Mr. John Gottler resides in Elberta, Alabama.

Thank you.

Sincerely,



Richard C. Lacey

RCL:mw

Encls.

THE STATE OF ALABAMA  
~~MOBILE~~ COUNTY.  
BALDWIN

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Goodyear Service Stores and  
Federal Insurance Company, Inc.

are held and firmly bound unto John Gottler, his  
heirs, executors and administrators, in the  
sum of Two Thousand Sixteen and 22/100 (\$2,016.22) Dollars, for  
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly  
and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of April, A. D. 19 67

The Condition of the above Obligation is such, That whereas the above bounden

Goodyear Service Stores

has, on

the 26th day of April, 19 67, sued out from the office of the  
Baldwin  
Clerk of the Circuit Court of ~~MOBILE~~, in the State of Alabama, a Writ of Detinue, returnable to the present  
Baldwin County  
term of said Circuit Court of ~~MOBILE~~ against the said John Gottler

for the recovery of the following property.

to-wit One T.D.V. 3100 Admiral TV #17769266

One J-327-A.G.E. Range #MK 55397

One Electric Blanket

One G.E. Washer, Model W.A. 554 Y #RA127294

One #300 G.E. Stereo

One T.D.V. 3500 Admiral T.V. Set #11839971

NOW, if the said Goodyear Service Stores shall fail

in said suit, and shall pay to the said John Gottler  
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said  
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

GOODYEAR SERVICE STORES

By: J. B. Riley (Seal)

Office Manager (Seal)

FEDERAL INSURANCE CO., INC.

By: \_\_\_\_\_ (Seal)

Its Attorney-in-Fact

THE STATE OF ALABAMA,  
~~MOBILE~~ County  
Baldwin

DETINUE AFFIDAVIT

PERSONALLY appeared before me, ~~John D. Mandeville~~, Clerk of the Circuit Court of ~~Mobile~~ County,

*J. B. Riley*

who, being duly sworn deposes and says, that the property sued for in the complaint of  
**Goodyear Service Stores vs. John Gottler**

to-wit: One T.D.V. 3100 Admiral TV #17769266  
One J-327-A.G.E. Range #MK 55397  
One Electric Blanket , One #300 G.E. Stereo  
One G. E. Washer, Model W.A. 554 Y #RA127294  
One T.D.V. 3500 Admiral T.V. Set #11839971  
belongs to **Goodyear Service Stores** the said Plaintiff.

Sworn to and subscribed the \_\_\_\_\_ day  
of *May*, 19*42*, before me. *J. B. Riley -*  
*William H. Saliba* Clerk.  
*Notary Public*

No. _____	<b>CIRCUIT COURT</b> <b><del>MOBILE</del> COUNTY</b> <b>BALDWIN</b>	VS. } Detinue Affidavit and Bond	Filed _____ day of _____ 19____	Clerk Circuit Court, <del>Mobile</del> County <b>Baldwin</b>	Attorney
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STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

Goodyear Service Stores

as principals, and Federal Insurance Company,

as sureties are held and firmly bound unto John Gottler in the sum of One Thousand Eight Dollars and Eleven Cents (\$1,008.11), for the payment of which well and trully 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 26<sup>th</sup> day of

April, 1967.

The condition of the above obligation is such, that whereas, the said Goodyear Service Stores said, on the 26<sup>th</sup> day of April, 1967, sue out of the Circuit Court of Baldwin County a writ of 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 (1) T.D.V. 3100 Admiral TV #17769266  
One (1) J-327-A.G.E. Range #MK 55397  
One (1) Electric Blanket  
One (1) G.E. Washer, Model W.A. 554 Y #RA127294  
One (1) #300 G.E. Stereo  
One (1) T.D.V. 3500 Admiral T.V. Set #11839971

which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and executed by him on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by taking into his possession the following property, to-wit:

One (1) T.D.V. 3100 Admiral TV #16669266  
One (1) J-327-A.G.E. Range #MK 55397  
One (1) Electric Blanket  
One (1) G.E. Washer, Model W.A. 554 Y #RA127294  
One (1) #300 G.E. Stereo  
One (1) T.D.V. 3500 Admiral TV Set #11839971

And whereas, the said John Gottler, defendant in said suit has failed and neglected, for the space of five days from the taking into possession of said property by said Sheriff aforesaid, to give bond and take possession of said property as authorized by law.

Now, therefore, if the said Goodyear Service Stores, plaintiff in said suit, shall deliver the above described property to the said John Gottler, defendant in said suit, within thirty days after judgment, in case plaintiff shall fail to recover the same in its said suit, and pay all damages for the detention of property and costs of suit, then, in that event, this obligation to be void, otherwise to remain in full force and effect.

*Goodyear Service Stores*

*J.B. Riley*

FEDERAL INSURANCE COMPANY

BY:

*Mary Jean Holt*  
Attorney-in-Fact

Approved this 25 day of

*July* 1967.

*Ray J. Wilkerson*  
SHERIFF, BALDWIN COUNTY, ALABAMA

THE STATE OF ALABAMA  
~~XXXXXX~~ COUNTY.  
BALDWIN

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Goodyear Service Stores and  
Federal Insurance Company, Inc.

are held and firmly bound unto John Gottler, his

heirs, executors and administrators, in the  
sum of Two Thousand Sixteen and 22/100 (\$2,016.22) Dollars, for  
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly  
and severally, firmly by these presents.

Sealed with our seals and dated this 26<sup>th</sup> day of April, A. D. 1967

The Condition of the above Obligation is such, That whereas the above bounden

Goodyear Service Stores

has, on

the 26<sup>th</sup> day of April, 1967, sued out from the office of the

Baldwin

Clerk of the Circuit Court of ~~XXXX~~, in the State of Alabama, a Writ of Detinue, returnable to the present

Baldwin County

term of said Circuit Court of ~~XXXX~~ against the said John Gottler

for the recovery of the following property.

to-wit One T.D.V. 3100 Admiral TV #17769266

One J-327-A.G.E. Range #MK 55397

One Electric Blanket

One G.E. Washer, Model W.A. 554 Y #RA127294

One #300 G.E. Stereo

One T.D.V. 3500 Admiral T.V. Set #11839971

NOW, if the said Goodyear Service Stores shall fail

in said suit, and shall pay to the said John Gottler

the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said  
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

GOODYEAR SERVICE STORES

By: J. B. Bailey (Seal)

Office Manager

FEDERAL INSURANCE CO., INC.

By: Mary Jean Helt (Seal)  
Its Attorney-in-Fact

Approved

5-8-67

Marie French  
Clerk

FILED

MAY 8 1967



THE STATE OF ALABAMA,  
~~Mobile~~ County  
Baldwin

DETINUE AFFIDAVIT

PERSONALLY appeared before me, ~~John R. Mandeville~~ *the undersigned Notary Public* Clerk of the Circuit Court of ~~Mobile~~ County,

who, being duly sworn deposes and says, that the property sued for in the complaint of

Goodyear Service Stores vs. John Gottler

to-wit: One T.D.V. 3100 Admiral TV #17769266

One J-327-A.G.E. Range #MK 55397

One Electric Blanket , One #300 G.E. Stereo

One G. E. Washer, Model W. A. 554 Y #RA127294

One T.D.V. 3500 Admiral T.V. Set #11839971

belongs to Goodyear Service Stores the said Plaintiff.

Sworn to and subscribed the 1 day

of May 1967, before me.

*William G. Schubert* Clerk  
*Notary Public*

*J. B. Riley*

No. \_\_\_\_\_

CIRCUIT COURT

~~MOBILE~~ COUNTY

BALDWIN

Detinue Affidavit  
and Bond  
VS.

Filed \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Clerk Circuit Court, ~~Mobile~~ County  
Baldwin

Attorney

The State of Alabama, }  
Baldwin County

CIRCUIT COURT  
No. 7505

19\_\_

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon John Gottler

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 Goodyear Service  
Stores, a corporation

Witness my hand this 8<sup>th</sup> day of May 1967

Alice J. Luck, Clerk

COMPLAINT

Goodyear Service Stores, Plaintiff Versus John Gottler Defendant  
a corporation

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

One (1) T.D.V. 3100 Admiral TV #17769266

One (1) J-327-A.G.E. Range #MK 55397

One (1) Electric Blanket

One (1) G. E. Washer, Model W.A. 554 Y #RA127294

One (1) #300 G.E. Stereo

One (1) T.D.V. 3500 Admiral T.V. Set #11839971

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

from December 9 1965, to April 26 1967

FILED  
MAY 8 1967

ALICE J. LUCK, CLERK  
REGISTER

Richard H. Lacey Plaintiff's Attorney.

State of Alabama

Baldwin County

CIRCUIT COURT

Goodyear Service  
Stores, a corp.  
Plaintiff

VS.

John Gottles  
Defendant

Detinue Summons and Complaint

Filed FILED \_\_\_\_\_, 19\_\_\_\_  
MAY 8 1967  
\_\_\_\_\_, Clerk  
ALICE A. BUCK CLERK  
REGISTERED

Richard C. Lacey  
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 A. Buck Clerk

Defendant lives at

Alberta, Alabama  
**RECEIVED**

Received in office  
MAY 8 1967

TAYLOR WILKINS  
SHERIFF

I have executed this summons

this July 17, 1967  
by leaving a copy with

John Gottles  
attached the within  
described property.  
Ivy made Bond  
7/23/67 By: Goodyear  
Lumber Store, Inc.  
Libby Federal Ins. Co.  
By: Mary Jean Holt City In-fact.  
Property released to Ivy

Taylor Wilkins Sheriff  
Eastman Deputy Sheriff

Printed by Moore Printing Co.

Alberta.

Sheriff claims 84 miles at  
Ten Cents per mile Total \$ 8.40  
BY J. M. Eastman  
DEPUTY SHERIFF

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