

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

No. 6890

March 4, 19 66.

To Any Sheriff of the State of Alabama:

You Are Hereby Commanded to Summon Doris M. Kelly

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

Chip Barwick Chevrolet Co.

Witness my hand this 4th day of March, 19 66.

Defendant may be served at
755 Coleman Boulevard
Fairhope, Alabama

COMPLAINT

Chip Barwick Chevrolet Co.

Doris M. Kelly

Plaintiff Versus Defendant

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

One 1964 Chevrolet Impala automobile, a four door sedan,
bearing vehicle identification number 41839S-104899, and the
keys and accessories thereto attached,

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

from August 23, 19 65, to _____, 19 _____

FILED

MAR 4 1966

CLERK
REGISTER

By: INGE, TWITTY, DUFFY & PRINCE and JAMES R. OWEN, Plaintiff's Attorney.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Chip Garwick Chevrolet
Co. Plaintiff.

VS.

Doris M. Kelly
Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed _____, 19____ Clerk.
MAR 4 1966
ALBANY, ALA.
CLERK'S OFFICE

Engg, Switty, Duffy & Prince
+ James R. Reese
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 D. Duck Clerk.

Defendant lives at

RECEIVED
Received in office

MAR 4 1966

TAYLOR WILKINS
SHERIFF

I have executed this summons

this 3/18/, 1966

by leaving a copy with

Doris M. Kelly
attached 1-1964 copy
Impactor Auto 4400 Sedan
Serial # 418395-104899

Sheriff claims 70 miles at
Ten Cents per mile Total \$7.00
TAYLOR WILKINS, Sheriff

Roy Randall
Deputy Sheriff
3/15/66
by Doris M. Kelly & Engg,
W. S. Switty & Prince,
Property returned to West.

Taylor Wilkins Sheriff
Roy Randall Deputy Sheriff

J. L. Hyde

#6890

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY

Before me, Ernestine R. Sims, a Notary Public in and for said County, personally appeared James R. Owen who being by me duly sworn deposes and says that the property sued for in the complaint of Chip Barwick Chevrolet Co., Plaintiff, vs. Doris M. Kelly, Defendant filed in said Court, to-wit: One 1964 Chevrolet Impala automobile, a four door sedan, bearing vehicle identification number 41839S-104899, and the keys and accessories thereto attached, belongs to Chip Barwick Chevrolet Co., the plaintiff.

Sworn to and subscribed before me this 4th day of March, 19 66.

Ernestine R. Sims
Notary Public, Baldwin County, Alabama

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Chip Barwick Chevrolet Co., The Travelers Indemnity Company, Principal, and her Sureties, are held and firmly bound unto Doris M. Kelly, ~~his~~ heirs, executors and administrators in the sum of FIFTY 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 4th day of March, 19 66.

The condition of the above obligation is such that whereas, the above bound Chip Barwick Chevrolet Co. has on the 4th day of March, 19 66 sued out a writ of detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said Doris M. Kelly described property, to-wit:

One 1964 Chevrolet Impala automobile, a four door sedan, bearing vehicle identification number 41839S-104899, and the keys and accessories thereto attached.

Now, if the said Chip Barwick Chevrolet Co., shall fail in said suit and shall pay to the said Doris M. Kelly, 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. The Travelers Indemnity Co.

Taken and approved this 4th day of March, 19 66. By Chip Barwick Chevrolet Co. (SEAL)

Clerk, Circuit Court

The Travelers Indemnity Company

Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

_____ M. C. Wilson of Bay Minette, Alabama _____

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

_____ Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof not exceeding in amount Fifty Thousand Dollars (\$50,000) in any single instance _____

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 11. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 13. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 11th day of February 19 66 .



THE TRAVELERS INDEMNITY COMPANY

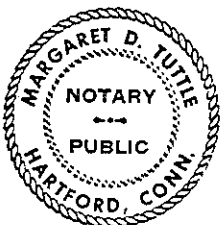
By

G. Roger Wheeler

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:

On this 11th day of February in the year 1966 before me personally came G. Roger Wheeler to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.



Margaret D. Tuttle

Notary Public

My commission expires April 1, 1969

FILED
MAR 4 1966
HARTFORD, CONN.
CLERK
REGISTER

CERTIFICATION

I, Wm A. Shrake, Assistant Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 11. and 13. of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this

day of

19



Wm A. Shrake

Assistant Secretary, Fidelity and Surety

E-1869 (BACK)

The State of Alabama, {

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Doris M. Kelly, E. C. McKibbon,
W. S. McKibbon

and _____

are held and firmly bound unto Chip Barwick Chevrolet, Co.

in the sum of two thousand \$2,000.00 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 14 day of March 19 66

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

Chip Barwick Chevrolet Co. did, on the 4th day
 of March 19 66 sue out of the Circuit Court of Baldwin Co.
 a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the
 following property, to-wit: _____

1 - 1964 Chevrolet Impala Automobile, a four door sedan, bearing
vehicle identification number 41839S-104899, and the keys
and accessories thereto attached

which said writ was placed in the hands of Taylor Wilkins,
 Sheriff of Baldwin County, Alabama, on the 4 day of March, 19 66,
 and executed by him on the 11 day of March, 19 66, by taking into his
 possession the following property, to-wit: _____

1 - 1964 Chevrolet Impala automobile, a four door sedan,
bearing vehicle identification number 41839S-104899,
and the keys and accessories therto attached

And whereas the above bound Doris Kelly,
 Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this
 bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said Doris Kelly is cast in said
 suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs
 and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to
 remain in full force and effect.

X Doris M. Kelly (SEAL)

E. C. McKibbon (SEAL)

W. S. McKibbon (SEAL)

Taken and approved this 15 day of March 19 66

Taylor Wilkins
 Sheriff, Baldwin County, Ala.

by W. O. Garner

CHIP BARWICK CHEVROLET CO., X

Plaintiff, X

vs.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

DORIS M. KELLY, X

Defendant. X

DEMURRER

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said complaint does not state a cause of action.

2. The property sued for is not sufficiently described in the complaint.

3. The complaint fails to show whether the Plaintiff is incorporated and if so, whether it is an Alabama corporation.

Rason, Stone & Chason
Attorneys for Defendant

Defendant demands trial of

this cause by jury.

Rason, Stone & Chason
Attorneys for Defendant

68/90

68/90

CHIP BARWICK CHEVROLET CO.,

Plaintiff,

vs.

DORIS M. KELLY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

DEMURRER

FILED

MAR 15 1968

WILLIAM J. BARKER
CLERK