

313

SUMMONS

STATE OF ALABAMA : IN THE CIRCUIT COURT
 : FALL TERM, 1936.
BALDWIN COUNTY : At Law, No. _____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon L. A. Robinson 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 Canterbury Motor Company, a Corporation organized and existing under the Laws of the State of Alabama.

Witness my hand this 9th day of October,
1938.

G. S. Duck
Clerk of the Circuit Court.

COMPLAINT

CANTERBURY MOTOR COMPANY, a Cor-
poration organized and existing
under the Laws of the State of
Alabama,
Plaintiff,
vs.
L. A. ROBINSON,
Defendant.

Count One

The Plaintiff claims of the Defendant the following
personal property, to-wit:

One Saw Mill complete, less boiler and engine, in the value of \$200.00, located within three miles of Wilcox Bridge on Styx River; in said County;

Thirty head of range cattle, all marked crop and two splits in right ear and under-bit in left ear, there being twenty or such cattle grown and ten being yearlings and calves, in the value of \$10.00 each or \$300.00 total, located within three miles of Wilcox Bridge on Styx River, in said County and State;

with the value of the hire or use thereof during the detention.

to-wit: from June 21, 1936; and Plaintiff alleges that said

property sued for is the same as that described in a certain mortgage given by said Defendant to said Plaintiff, conveying said property, on the 21st day of February, 1936, which said Mortgage is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book No. 67, at pages 48 and 49, and which said Mortgage is due and still unpaid.

Count Two

The Plaintiff claims of the Defendant the sum of One Hundred Seventeen and no/100 Dollars (\$117.00) due by Promissory Waive Note made by him on the 21st day of February, 1936, and payable on the 21st day of June, 1936, which said Promissory Waive Note is under Seal of the said Defendant, with interest thereon at the rate of eight per centum (8%) per annum from the 21st day of June, 1936, together with the costs of this suit; and the Plaintiff claims the further and additional sum of Twenty-five Dollars (\$25.00) as a reasonable attorney's fee in the premises, the payment of which by the Defendant is provided for by the terms of said note; and the Plaintiff alleges that as part of said Note, the Defendant has waived all right to claim any of his personal property as exempt from Levy, execution, sale, or other legal process under the Laws and Constitution of the State of Alabama.

Count Three

The Plaintiff claims of the Defendant the sum of One Hundred Seventeen and no/100 Dollars (\$117.00) due from him, ~~by account on the 21st day of June, 1936,~~ ^{which sum of money,} ~~is still unpaid,~~ together with interest and the costs of this suit.

Count Four

The Plaintiff claims of the Defendant the sum of One Hundred Seventeen and no/100 Dollars (\$117.00) due from him on account stated ~~between the Plaintiff and the Defendant~~ ^{which sum of money,} ~~is still unpaid,~~ on the 21st day of June, 1936, together with interest and the costs of this suit.

day of June, 1935, and the costs
Leslie Hall
 LESLIE HALL, Attorney
27 South
Green

is still unpaid
and the costs of this suit.

John C. Hall

JOHN C. HALL, Attorney for the Plaintiff

2000

Q16K.

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$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

[illegible]

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State of Alabama }
Baldwin County } Writ of Habeas Corpus.
Whereas the Plaintiff in the within
stated cause has made affidavit and given
bond as required by law you are hereby
commanded and required to take the property
mentioned in the complaint into your possession.

Writ of Habeas Corpus.
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
commanded and required to take the property
mentioned in the complaint into your possession
unless the Defendant gives
bond payable to the Plaintiff
with sufficient surety the
double the amount of the
value of the property
with conditions that if
the Defendant is sent
in shirt 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.

R. A. Duck
Chas.

(Copy)
At Law, No. _____

CANTERBURY MOTOR COMPANY,
A Corporation organized
and existing under the
Laws of the State of Alabama,
Plaintiff,

VB.

L. A. ROBINSON,
Defendant.

SUMMONS AND COMPLAINT

CIRCUIT COURT, BALDWIN COUNTY,
ALABAMA.

Filed in Office, this 9 th
day of October, 1936.

R. E. Duck
Clerk.

STATE OF ALABAMA 0
BALDWIN COUNTY 0

DETINUE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Canterbury Motor Company, a Corporation organized and existing under the Laws of the State of Alabama, and Ruth D. Bush, are held and firmly bound unto L. A. Robinson, his heirs, executors, and administrators, in the sum of One Hundred Dollars (\$100.00), for the payment of which we, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals and dated this 9th day of October, 1936.

THE CONDITION of the above obligation is such that, whereas, the above-bounden Canterbury Motor Company has, on the 9th day of October, 1936, sued out from the office of the Clerk of the Circuit Court of Baldwin County, Alabama, a writ of detinue, returnable to the Circuit Court, against the said L. A. Robinson, for the recovery of the following described personal property, to-wit:

One Saw Mill complete, less boiler and engine, located within three miles of Wilcox Bridge on Styx River, in said County;

Thirty head of range cattle, all marked crop and two splits in right ear and under-bit in left ear, there being twenty of such cattle grown and ten being yearlings and calves, located within three miles of Wilcox Bridge on Styx River, in said County and State;

NOW, IF the said Canterbury Motor Company shall fail in said suit and shall pay to the said L. A. Robinson, the Defendant in said Writ, all such costs and damages as he may sustain by the wrongful suing out thereof, then this obligation to be void, otherwise to remain in full force and effect.

Canterbury Motor Co. Inc. (Seal).
by Ruth D. Bush (Seal).
Ruth D. Bush Manager (Seal).

Taken and approved this 9 day of Oct, 1936.

R. L. Leach
Clerk.

At Law, No. ^{Duck}RECORDED
7591

CANTERBURY MOTOR COMPANY, a
Corporation organized and
existing under the Laws of
the State of Alabama,
Plaintiff,

vs.

L. A. ROBINSON,
Defendant.

DETINUE BOND

Filed in Office this
9th day of Oct.,
1936.

R. S. Duck
Clerk.

STATE OF ALABAMA :
BALDWIN COUNTY :

DETINUE AFFIDAVIT

CANTERBURY MOTOR COMPANY,
a Corporation organized and
existing under the Laws of
the State of Alabama,
Plaintiff,

vs.

L. A. ROBINSON,
Defendant.

Before me, Mary Lou Fortenberry,

a Notary Public in and for said County in said State, personally appeared Leslie Hall, Attorney for the Canterbury Motor Company, a Corporation organized and existing under the Laws of the State of Alabama, who, being first duly and legally sworn, deposes and says:

That the property sued for in the Complaint of Canterbury Motor Company, a corporation organized and existing under the Laws of the State of Alabama, vs. L. A. Robinson, to-wit:

One Saw Mill complete, less boiler and engine, located within three miles of Wilcox Bridge on Styx River in said County;

Thirty head of range cattle, all marked crop and two splits in right ear and under-bit in left ear, there being twenty of such cattle grown and ten being yearlings and calves, in three miles of Wilcox Bridge on Styx River, in said County and State,

belongs to the Canterbury Motor Company, by virtue of a Mortgage executed to the Plaintiff by the Defendant, subject to sale to satisfy the said Mortgage.

Leslie Hall

Sworn to and subscribed before me this 9th day of October,
1936.

Mary Lou Fortenberry
Notary Public, Baldwin County, Alabama.

RECORDED At Law, No. _____
7.591

CANTERBURY MOTOR COMPANY,
A Corporation organized
and existing under the
Laws of the State of Ala-
bama,

Plaintiff,

vs.

L. A. ROBINSON,
Defendant.

DETINUE AFFIDAVIT

Filed in Office this 9th day
of October, 1936.

R. S. Duck
Clerk.

SUMMONS

STATE OF ALABAMA : IN THE CIRCUIT COURT
 : FALL TERM, 1936.
BALDWIN COUNTY : At Law, No. _____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon L. A. Robinson 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 Canterbury Motor Company, a Corporation organized and existing under the Laws of the State of Alabama.

Witness my hand this 9th day of October, 1936.

R. S. Duck
Clerk of the Circuit Court.

COMPLAINT

CANTERBURY MOTOR COMPANY, a Corporation organized and existing under the Laws of the State of Alabama,

Plaintiff,

vs.

L. A. ROBINSON,

Defendant.

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA,

At Law, No. _____

Count One

The Plaintiff claims of the Defendant the following personal property, to-wit:

One Saw Mill complete, less boiler and engine, in the value of \$200.00, located within three miles of Wilcox Bridge on Styx River; in said County;

Thirty head of range cattle, all marked crop and two splits in right ear and under-bit in left ear, there being twenty of such cattle grown and ten being yearlings and calves, in the value of \$10.00 each or \$300.00 total, located within three miles of Wilcox Bridge on Styx River, in said County and State;

with the value of the hire or use thereof during the detention, to-wit: from June 21, 1936; and Plaintiff alleges that said

property sued for is the same as that described in a certain mortgage given by said Defendant to said Plaintiff, conveying said property, on the 21st day of February, 1936, which said Mortgage is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book No. 67, at pages 48 and 49, and which said Mortgage is due and still unpaid.

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Count Three

The Plaintiff claims of the Defendant the sum of One Hundred Seventeen and no/100 Dollars (\$117.00) due from him by account on the 21st day of June, 1936, which sum of money, is still unpaid, interest/and the costs of this suit.

Count Four

The Plaintiff claims of the Defendant the sum of One Hundred Seventeen and no/100 Dollars (\$117.00) due from him on account stated between the Plaintiff and the Defendant which sum of money, is still unpaid, on the 21st day of June, 1936,/together with interest/and the costs of this suit.

Count Five

The Plaintiff claims of the Defendant the sum of One Hundred Seventeen and no/100 Dollars (\$117.00) for merchandise, goods, wares, and chattels sold by the Plaintiff to the Defendant on the 21st day of February, 1936, due on which sum of money, the 21st day of June, 1936,/together with interest from the 21st day of June, 1936, is still unpaid and the costs of this suit.



LESLIE HALL, Attorney for the Plaintiff.

Received in Office this 10
day of Oct, 1936.
W. H. Mulkin
Sheriff.

I executed this summons
on 10 day of October,
1936, by leaving a copy with

the defendant in the case,
and by taking into my possession
the following described prop-
erty:

Sheriff.

Not found in My
County after
Diligent Search and
inquiry 11/24/36
W. H. Mulkin
Sheriff

CANTERBURY MOTOR COMPANY, a
Corporation organized and
existing under the Laws of
the State of Alabama,
Plaintiff,

vs.

L. A. ROBINSON,
Defendant.

Out of State

SUMMONS AND COMPLAINT

CIRCUIT COURT, BALDWIN COUNTY,
ALABAMA.

Filed in Office this 9th
day of October, 1936.

R. S. Duck
Clerk.

LESLIE HALL
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

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

R. S. Duck
Clerk.