

1083

STATE OF ALABAMA.

BALDWIN COUNTY.

)
)
)

IN THE CIRCUIT COURT-LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:-

You are hereby commanded to summon Thomas E.

Givens 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 same, then and there to answer the Complaint of Universal C.I.T. Credit Corporation, a Corporation.

Witness my hand this 30th day of August, 1947.

Alice J. Leach
Clerk.

UNIVERSAL C.I.T. CREDIT CORPORATION,) IN THE CIRCUIT COURT
a Corporation,)
Plaintiff,) OF BALDWIN COUNTY, ALABAMA
versus)
THOMAS E. GIVENS,)
Defendant)

COUNT ONE. Plaintiff claims of the Defendant the following personal property, to wit:

One (1) 1946 Model Willys Jeep Automobile,
Model CJ2A, Serial Number 82636,
Motor Number J-84302,

together with the value of the hire or use thereof during the detention, to wit, from the 5th day of July, 1947.

COUNT TWO. Plaintiff claims of the Defendant the following personal property, to wit:

One (1) 1946 Model Willys Jeep Automobile,
Motor Number 9370,

together with the value of the hire or use thereof during the detention, to wit, from the 23rd day of July, 1947.

Silney J. Gray
Robert A. Haron
ATTORNEYS FOR PLAINTIFF

Defendant's Address:

Robertsdale, Alabama

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 ordered 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. Leach
Clerk.

Received in Sheriff's Office
this 30 day of Aug., 1947
TAYLOR WILKINS, Sheriff

Filed August 30, 1947
ing copy of within Summons and
nt on

Thomas E. Givens
Defendant

Thomas E. Givens
Defendant

Thomas E. Givens
Defendant

Thomas E. Givens
Defendant

Thomas E. Givens
Defendant

Thomas E. Givens
Defendant

Thomas E. Givens
Defendant

SUMMONS AND COMPLAINT.

UNIVERSAL C.I.T. CREDIT
CORPORATION, a Corporation,

Plaintiff,

versus

THOMAS E. GIVENS,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

LAW SIDE.

Filed August 30, 1947.

Alice J. Leach
Clerk.

LAW OFFICES

HYBART & CHASON

BAY MINETTE, ALABAMA

Executed Aug. 30, 1947
Serving a copy of within
Summons & Complaint on
Thomas E. Givens and by
taking into my possession
one 1946 Willys Jeep
Automobile, Motor no.
9370 and Serial no.
82636 and one Motor
no. 84302.

Taylor Wilkins Sheriff
N 7 Hall P. 5.

C. L. HYBART & R. L. JONES.

LAWYERS

Monroeville, Alabama

Sept. 12, 1947

Mr. John Chason
Attorney at Law
Bay Minette, Alabama

Dear John:

As requested, I have had Judge Hare
to enter judgment in the case of Universal C.I.T.
Credit Corporation Vs. Thomas E. Givens, which I
trust you will find in proper shape.

Best wishes.

Yours sincerely,


C. L. Hybart

CLH:bc
Encl.

THE STATE OF ALABAMA,
Mobile County

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Universal C.I.T. Credit Corporation, a Corporation, and NATIONAL SURETY CORPORATION

are held and firmly bound unto Thomas E. Givens
his heirs, executors and administrators, in the
sum of One Hundred & 00/100 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 30 day of August

A. D. 1947

The Condition of the above Obligation is such, That whereas the above bounden Universal C.I.T. Credit Corporation has, on
the 30 day of August 1947, sued out from the office of the
Clerk of the Circuit Court of Baldwin County in the State of Alabama, a Writ of Detinue, returnable to the present
Baldwin County Thomas E. Givens
of said Circuit Court of Baldwin County against the said

for the recovery of the following property,
to-wit: One (1) 1946 Model Willys Jeep Automobile, Model CJ2A,
Serial Number 82636, Motor Number J-84302.

One (1) 1946 Model Willys Jeep Automobile, Motor Number 9370.

NOW, if the said Universal C.I.T. Credit Corporation shall fail
in said suit, and shall pay to the said Thomas E. Givens
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.

Universal C.I.T. Credit Corp (Seal)

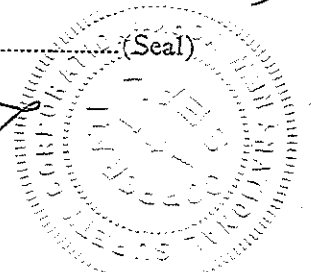
By - Frank F. Rudin (Seal)

NATIONAL SURETY CORPORATION (Seal)

By [Signature]
Attorney-in-fact

*Taken and
Approved This
Aug 30 - 1947*

*Miss J. Muck
Clerk*



THE STATE OF ALABAMA, }
Mobile County.

DETINUE AFFIDAVIT

the undersigned authority, in and for
PERSONALLY appeared before me, ~~W. A. CONRAD, Clerk of the Circuit Court of~~ Mobile
County, Frank F. Redisill

who, being duly sworn, deposes and says, that the property sued for in the complaint of Universal
C.I.T. Credit Corporation

to-wit: One (1) 1946 Model Willys Jeep Automobile, Model CJ2A,
Serial Number 82636, Motor Number J-84302.

One (1) 1946 Model Willys Jeep Automobile,
Motor Number 9370.

belongs to Universal C.I.T. Credit Corporation the said Plaintiff.

Sworn to and subscribed the 29 day
of August, 1947, before me.

Frank F. Redisill

Justine Roberts
NOTARY PUBLIC, ~~BAIRD~~ COUNTY, ALABAMA
Mobile

Circuit Court
MOBILE COUNTY

No.

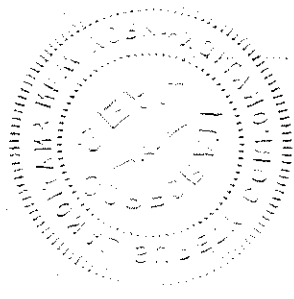
Detinue Affidavit
and Bond.

VS. }

Filed 30 day of Aug, 1947

Miss J. J. J. J.
Clerk Circuit Court, Mobile County.

Attorney.





GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N. Y., hath made, constituted and appointed, and does by these presents make, constitute and appoint B. F. Adams, Jr., E. C. Robertson, M. T. Sprague and E. S. Hamilton, jointly or severally,

of Mobile and State of Alabama

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS,

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the By-Laws of NATIONAL SURETY CORPORATION:

"ARTICLE XII. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.

"Section 1. The President, Executive Vice-President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and the President, Executive Vice-President or any Vice-President, the Board of Directors or the Executive Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and also remove any of them from office.

"Section 4. ATTORNEYS-IN-FACT. Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by the President and sealed and attested by the Secretary.

"Section 7. ATTORNEYS-IN-FACT. Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-Laws of the corporation or any Article or Section thereof.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 21st day of April A.D., 1942

NATIONAL SURETY CORPORATION

(Seal)

By S. G. Drake
Vice-President

ATTEST: A. N. MacDonnell
Assistant Secretary

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 21st day of April A.D., 19 42

before me personally came S. G. Drake, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice-President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said S. G. Drake

further said that he is acquainted with A. N. MacDonnell and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

Geraldine G. Maloney
Notary Public.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

I, A. S. Hunt, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said NATIONAL SURETY CORPORATION, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of New York, N. Y., this 29 day of August A. D., 1942

A. S. Hunt
Resident Assistant Secretary

1083

Universal C. & F. Credit
Corporation, a corp

vs.

Thomas G. Givens

Detinue, Affidavit
& Bond

Filed

8-30-47

Deice J. French
clerk

Hyatt & Chason



NATIONAL SURETY
CORPORATION

NEW YORK

VINCENT CULLEN
PRESIDENT

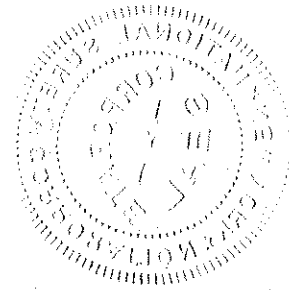
GENERAL
POWER OF ATTORNEY

—TO—

ON _____

DATE _____ 19____

F. 201½ 30M-12-41



STATE OF ALABAMA,
County of Mobile

KNOW ALL MEN BY THESE PRESENTS, That we, Universal C.I.T. Credit Corporation
as Principal, and National Surety Corporation and Thomas E. Givens, as Sureties, are held and firmly bound
unto _____

in the sum of Fifteen Hundred and 00/100 - - (\$1500.00) - - -
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 8th
day of September in the year of our Lord, one thousand, nine hundred and forty-seven.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
Universal C.I.T. Credit Corporation

did, on the 20 day of Aug, 1947, sue out in the Circuit Court
of Mobile County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, com-
manding him to take into his possession the following described property, to-wit: one 1946
Model Willys Jeep Automobile motor no 9-84302
and one 1946 Model Willys Jeep Automobile
Motor no 9370

which said writ was placed in the hands of Jayson Weckman as
Sheriff of the County of Mobile, on the 20 day of Aug, 1947, by taking into his
possession the following described property, to-wit: one 1946 Willys Jeep
Automobile Motor no 9370 and one Motor
no 9-84302

and whereas the said Thomas E. Givens
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.

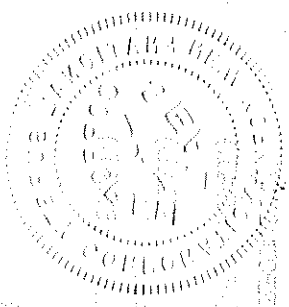
Now is the said Universal C.I.T. Credit Corporation

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

UNIVERSAL C. I. T. CREDIT CORPORATION
By Frank F. Rudinick (SEAL)
NATIONAL SURETY CORPORATION
By E. L. Hamilton (SEAL)
Attorney in Fact (SEAL)

Taken and approved this the 9 day of September, 1947.

Jayson Weckman
Sheriff, Mobile County, Alabama
Baldwin



No. 1883

COURT

MOBILE COUNTY

VS. } Detinue Forthcoming
Bond by Plaintiff

FILED

SEP 9 1947

ALICE J. DUCK, Clerk

RECEIVED
SEP 10 1947
MOBILE COUNTY
CLERK'S OFFICE

UNIVERSAL C. I. T. CREDIT COMPANY,)
A Corporation,)

Plaintiff,)

-VS-)

THOMAS E. GIVENS,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AGREEMENT BETWEEN PARTIES.

WHEREAS, the Plaintiff in the above styled cause filed a suit in Detinue against the Defendant to recover One 1946 Willys Jeep Automobile, motor # 9370 and One motor for a Willys Jeep Automobile being motor number J-84302, which suit was filed on August 30, 1947, and the above described property was taken into the possession of Taylor Wilkins, a Sheriff of Baldwin County, Alabama, on August 30, 1947, and,

WHEREAS, the Defendant did not elect to give Bond for said property during the period of time allowed him by the laws of the State of Alabama and the Plaintiff gave such Bond in the sum of Fifteen Hundred Dollars (\$1500.00) which Bond was approved by the Sheriff of Baldwin County, Alabama, and which property was delivered to said Plaintiff, and,

WHEREAS, the parties to said suit have entered into an agreement whereby the Plaintiff is to accept said property in full settlement of their claim against such Defendant and is to pay the Court Costs which have accrued in this action and the parties have agreed that the Court shall enter a Consent Decree awarding such property to the Plaintiff so that the Defendant shall have no further right, title or interest therein and so that such Bond shall have no further force and effect.

IN WITNESS WHEREOF John Chason, as one of the attorneys of record for the Plaintiff in said cause and Thomas E. Givens, the Defendant in said cause, have executed this agreement on this the 10th day of September, 1947.

Universal C. I. T. Credit Co.
By *John Chason*
Thomas E. Givens

AGREEMENT

UNIVERSAL C.I.T. CREDIT CORPORATION
A Corporation,

Plaintiff,

-VS-

THOMAS E. GIVENS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Filed September 11, 1947.

W. J. H. H. H.
Clerk.