

1523

STATE OF ALABAMA)

BALDWIN COUNTY)

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Kossow and Jones, a copartnership composed of Allen C. Kossow and Norris Jones, and Allen C. Kossow and Norris Jones, individually, 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 MALBIS SERVICE STATION.

Witness my hand, this the 26th day of June

1950.

David J. Hester
Clerk.

Malbis Service Station
Plaintiff

In the Circuit Court

of

Baldwin County, Alabama

vs.
Allen C. Kossow and Norris Jones
Kossow and Jones, a co-
partnership composed of
Allen C. Kossow and Norris
Jones, and Allen C. Kossow
and Norris Jones, Defendants

The Plaintiff claims of the Defendants the following personal property, viz:

One 25 feet 1 inch by 9 feet 7 inch beam Cabin Boat, named Claudia No. 19-A-635, equipped with 1941 Plymouth Motor and all accessories pertaining to an equipped boat.

With the value of the hire or use thereof during the detention, viz: from the 1st day of June, 1950.

W. C. Beebe
Attorney for Plaintiff

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.

David J. Hester Clerk

Received in Sheriff's Office
this 27 day of June 1950
TAYLOR WILKINS, Sheriff

RECORDED

Rec. J. 28 no 15 23 27
may 3

Malheur Service Station

Kossow & Jones, et al

Complaint

X

Filed June 26th 1950
Alice J. Lucas
Clark

Sheriff's Return

Received on the 28th. day of June 1950 and on the 29th. day of June 1950 I executed the within summons on Norris Jones Individually and on the 29th. day of June 1950 on Norris Jones as partner in Kossow and Jones, a co-partnership and on the 30th. day of June 1950 on Allen C. Kossow and the property described in the writ not being found in our County this writ is herewith returned to the Baldwin County Sheriff.

W. H. Holcombe, Sheriff of Mobile County
BY *H. B. Sanders* D.S.

State of Alabama

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Malbis Service Station, as principal, and Pete Malbis and A. E. MOBLEY as surety, are held and firmly bound unto KOSSOW & JONES, a copartnership, composed of ALLEN C. KOSSOW and NORRIS JONES and ALLEN C. KOSSOW and NORRIS JONES, individually, in the sum of Five Hundred (\$500.00) Dollars, to be paid to the said KOSSOW and JONES, a copartnership, ALLEN C. KOSSOW and NORRIS JONES, individually, their heirs, executors, administrators or assigns; for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly, by these presents, Sealed with our seals, and dated this 8th day of July 1950 in the year of our Lord, 1950.

The condition of the above obligation is such that whereas the said Malbis Service Station did, on the 28th day of June, 1950 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 25 feet 1 inch by 9 feet 7 inch beam Cabin Boat, named Claudia No. 19-A-635, equipped with 1941 Plymouth Motor and all accessories pertaining to an equipped boat. which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the 28th day of June, 1950, and executed by him on the 30 day of June, 1950, by taking into his possession the following property, to -wit: One 25 feet 1 inch by 9 feet 7 inch Beam Cabin Boat, named Claudia No. 19-A-635, equipped with 1941 Plymouth Motor and all accessories pertaining to an equipped boat.

And whereas the said KOSSOW & JONES, a copartnership,
and ALLEN C. KOSSOW and NORRIS JONES, Defendants in said writ,
have 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 Malbis Service Station upon his fail-
ing in said suit shall deliver the said property to the Defen-
dant within thirty days after judgment and pay all damages for
the detention of the property and costs of suit, then this obli-
gation to be void, otherwise to remain in full force and effect.

Malbis Service Station

By: A. E. Mobley (SEAL)
Business Manager

A. E. Mobley (SEAL)

Pat Mair (SEAL)

Taken and approved this 8th day of July, 1950.

Taylor Wilkins
Sheriff, Baldwin County, Alabama.

RECORDED

1523

FILED

JUL 12 1950

ALICE J. DUCK, Clerk

STATE OF ALBAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Malbis Service Station, as principal, and CHRIST ANARGYROS and A. E. MOBLEY as surety, are held and firmly bound unto KOSSOW & JONES, a copartnership, composed of ALLEN C. KOSSOW and NORRIS JONES and ALLEN C. KOSSOW and NORRIS JONES, individually, in the sum of Five Hundred (\$500.00) Dollars, to be paid to the said KOSSOW and JONES, ALLEN C. KOSSOW and NORRIS JONES, individually, their heirs, executors, administrators or assigns; for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly, by these presents. Sealed with our seals, and dated this 28 day of June in the year of our Lord, 1950.

The condition of the above obligation is such, That whereas the above bound MALBIS SERVICE STATION, on the day of the date hereof hath obtained at the suit of MALBIS SERVICE STATION, vs. KOSSOW & JONES and ALLEN C. KOSSOW and NORRIS JONES, a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required the law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of said County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS this the 28 day of June in the year
of our Lord, 1950.

MALBIS SERVICE STATION

By A. E. Mobley
Office Manager
Chris Anargyros
A. E. Mobley

Approved this 28th day of June 1950

Alice J. Norris
Clerk

STATE OF ALABAMA

BALDWIN COUNTY

Before me, W. C. Beebe, a Notary Public in and for said county personally appeared A. E. MOBLEY, who being duly sworn, deposeth and said: That the property sued for in the complaint of MALBIS SERVICE STATION against KOSSOW and JONES, a copartnership, composed of ALLEN C. KOSSOW and NORRIS JONES and ALLEN C. KOSSOW and NORRIS JONES, individually, to-wit:

One 25 feet 1 inch by 9 feet 7 inch beam Cabin Boat, named Claudia No. 19-A-635, equipped with 1941 Plymouth Motor and all accessories pertaining to an equipped boat.

Belongs to MALBIS SERVICE STATION, the said Plaintiff.

A. E. Mobley

Sworn to and subscribed before me this 28 day
of June 1950.

W. C. Beebe
Notary Public, Baldwin County, Ala.

ms 1523
Hedrick's bank
Return

Malheur Service Station
No 2
Kosson & Jones

Filed June 28th 1950
A. C. French
Clerk

RECORDED