

Bay Minette, Ala., October 14, 1969

M _____

IN ACCOUNT WITH
CHARLES D. SANKS
GENERAL CONTRACTOR

111 Hoyle Avenue

Phone 937-5279

Ice morning and storing Fork
Lift if ready submit this bill
in the amt. of — \$50.00

Paid By Plaintiff.
to be part of cost charges
to def't if rent is
lost —
Lydon Wilkins
Sheriff

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Tidewater Homes, Inc., a corporation, 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 Eaton Yale and Towne, Inc., a corporation.

Witness my hand this 6 day of October, 1969.

Alice J. Duck
Clerk

EATON YALE AND TOWNE, INC.,
a corporation,

Plaintiff,

vs.

TIDEWATER HOMES, INC.,
a corporation,

Defendant.

X
X
X
X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO

8915

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

One forklift vehicle, G51P 060 CFS, unit
1189, bearing serial number AH108262.

with the value of the hire or use thereof during the detention, viz:
from the 8th day of July, 1969.

EATON YALE AND TOWN, INC., a
corporation,

By: J. W. Chastain
J. W. Chastain

FILED

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ALICE J. DUCK

CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared J. W. Chastain, who after being by me first duly and legally sworn, did depose and say under oath as follows:

My name is J. W. Chastain and I am a duly authorized agent of Eaton Yale and Towne, Inc., a corporation, whose principal office is 100 Erieview Plaza, Cleveland, Ohio 44114. I have read the foregoing complaint in detinue and the allegations of the same are true and correct and the property described therein is the property of the Plaintiff.

J. W. Chastain
J. W. Chastain

Sworn to and subscribed before me
this 14th day of October, 1969.

John E. Chason
Notary Public, Baldwin County, Alabama

FILED

OCT 6 1969

ALICE J. DUCK CLERK
REGISTER

248 A

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.

EATON YALE AND TOWNE, INC., A Corporation,

Plaintiff,

vs.

TIDEWATER HOMES, INC., A Corporation

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8915

SUMMONS AND COMPLAINT

Alice J. Duck Clerk

FILED

OCT 6 1969

ALICE J. DUCK CLERK REGISTER

Received 6 day of Oct 1969
and on 6 day of Oct 1969
I served a copy of the within on Tidewater Homes, Inc.
By service on R. F. DEWILSON
TAYLOR WILKINS, Sheriff
By T. J. Brown D.S.
Steele, Ala
28 miles R.F.

attached the within described property & stored at Arms
Defendant failed to make bond - Bond made by plaintiff and property delivered to them
Taylor Wilkins
Sheriff

Sheriff claims 28 miles at
Ten Cents per mile Total \$ 2.80
TAYLOR WILKINS, Sheriff
BY Brown DEPUTY SHERIFF

STATE OF ALABAMA

BOND

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, Eaton Yale and Towne, Inc., a corporation, as principal, and Fidelity and Deposit Company of Maryland, as surety are held and firmly bound unto Tidewater Homes, Inc., a corporation, in the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), for the payment of which well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

Sealed with our seals, and dated this, the 10th day of October, A. D. 1969.

The condition of the above obligation is such, that whereas, the said Eaton Yale and Towne, Inc., a corporation, did, on the sixth day of October, A. D. 1969, sue out of the Circuit Court of Baldwin County a writ in 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 forklift vehicle, G51P 060 CFS, unit 1189, bearing serial number AH108262, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the sixth day of October, A. D. 1969, and executed by him on the 6th day of October, A. D. 1969, by taking into his possession the above described property.

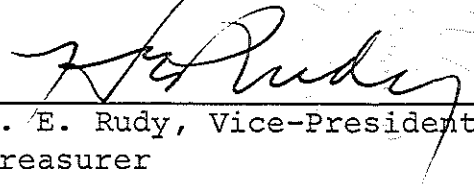
And whereas the said Tidewater Homes, Inc., a corporation, defendant in said suit has failed and neglected, for the space of five days from the taking into possession of said property by said Sheriff aforesaid, to give bond and take possession of said property as authorized by law.

Now therefore, if the said Eaton Yale and Towne, Inc., a corporation, plaintiff in said suit, shall deliver the above de-

scribed property to the said Tidewater Homes, Inc., a corporation, 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.

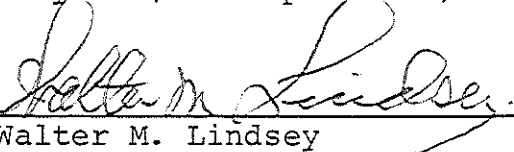
Eaton Yale and Towne, Inc., a corporation,

By:

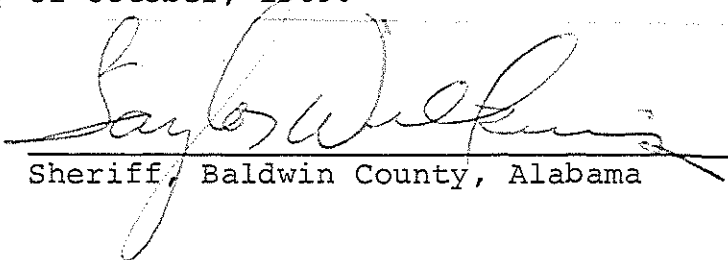

H. E. Rudy, Vice-President and Treasurer

Fidelity and Deposit Company of Maryland, a corporation,

By:


Walter M. Lindsey
Its Attorney-in-Fact

Approved this 14th day of October, 1969.

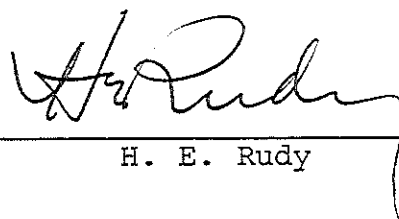

Sheriff, Baldwin County, Alabama

STATE OF OHIO

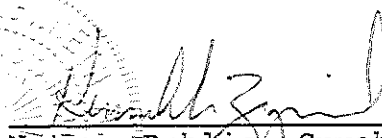
COUNTY OF CUYAHOGA

Before me, the undersigned authority, personally appeared H. E. Rudy, who is known to me and who is Vice-President of Eaton, Yale & Towne, Inc., a corporation, and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

My name is H. E. Rudy and I am Vice-President of Eaton, Yale & Towne, Inc., and as such have personal knowledge of the books and records of such corporation. I know that in October, 1969, Eaton, Yale & Towne, Inc., as Plaintiff, filed a detinue suit against Tidewater Homes, Inc., a corporation, as Defendant, in order to secure possession of one Forklift vehicle, G51P 060 CFS, Unit 1189, bearing Serial Number AH108262. When possession of such unit was obtained by the Plaintiff, the alternate value of the vehicle as determined by the reasonable market value on the date of acquiring such possession was approximately \$2,600.00. Further deponent sayeth not.


H. E. Rudy

Sworn to and subscribed before me this 24th day of February, 1971.


Notary Public, Cuyahoga County, Ohio

KENNETH A. ZIGMUND
Notary Public For Cuyahoga County
My Commission Expires March 18, 1974

FILED

MAR 15 1971

EUNICE B. BLACKMON CIRCUIT CLERK

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STATE OF ALABAMA

BOND

BALDWIN COUNTY

8915

KNOW ALL MEN BY THESE PRESENTS, That we, Eaton Yale and Towne, Inc., a corporation, as principal, and Fidelity + Deposit Co. of Md. as surety, are held and firmly bound unto Tidewater Homes, Inc., a corporation, in the sum of Fifty Dollars (\$50.00), to be paid to the said Tidewater Homes, Inc., a corporation, their successors or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our successors or assigns, jointly and severally and firmly, by these presents. Sealed with our seals, and dated this 6th day of October, in the year of our Lord, one thousand nine hundred and sixty-nine.

DETINUE

The condition of the above obligation is such, that whereas the above bound Eaton Yale and Towne, Inc., a corporation, on the day of the date hereof hath obtained at the suit of Eaton Yale and Towne, Inc., a corporation, vs. Tidewater Homes, Inc., a corporation, 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 by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of Baldwin County, Alabama, for 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.

Approved this 6 day of
October, 1969.

Eaton Yale & Towne, Inc.
By J. W. Chapman, Agt.

Fidelity + Deposit Co. of Md.

By Walter Lindsey
Att'y in fact

Reese J. Duck
Clerk