

STATE OF ALABAMA }  
Baldwin County }

CIRCUIT COURT

No. 10,161

19.....

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon .....

LEWIS E. GUTHRIE

Highway 31, North

Bay Minette, Alabama

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 .....

Sears, Roebuck & Company, a Corporation

Witness my hand this 21 day of Dec 1971

Eunice B. Blackmon Clerk

COMPLAINT

SEARS, ROEBUCK & COMPANY

LEWIS E. GUTHRIE

A Corporation

Plaintiff....

Versus .....

Defendant....

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

Console Color TV; Console Stereo; Ampex Tape Deck

alternate value of \$609.90 together

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

from September 28 1968 to December 14 1971

Plaintiff claims of Defendant the sum of Six Hundred Nine and 90/100 Dollars, on a note made by him on the 28th day of August, 1968 and payable on the 28th day of September, 1968 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

FILED

DEC 21 1971

Wilson Hayes Plaintiff's Attorney

No. 10,161 Page.....

THE STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

SEARS, ROEBUCK & COMPANY  
A Corporation

Plaintiff....

VS.

LEWIS E. GUTHRIE

Defendant....

Detinue Summons and Complaint

FILED

Filed ..... 19.....

DEC 21 1971

EUNICE B. BLACKMON  
CIRCUIT CLERK

DEC 21 1971

TAYLOR WILKINS  
SHERIFF

W. Hayes

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.

Eunice B. Blackmon Clerk

Received 21 day of Dec 1971  
and on 21 day of Dec 1971  
I served a copy of the within Det S & C  
on Lewis E. Guthrie  
By service on  
TAYLOR WILKINS, Sheriff  
By 4 Sheriff claims 4 miles at  
Ten Cents per mile Total \$ 40  
TAYLOR WILKINS, Sheriff

Defendant lives at  
Highway 31, North  
Bay Minette, Alabama

Received in office

..... 19.....

..... Sheriff

I have executed this summons

this Dec 30 1971

by leaving a copy with

Lewis E. Guthrie  
attached one Console  
Color TV Console Stereo  
Ampeg Tape Deck  
Turn over to Sears,  
Roebuck & Company

Taylor Wilkins Sheriff  
W. A. Talbert Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

2 miles north of Bay

FILED  
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STATE OF ALABAMA  
Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

Before me, Wilson Hayes, a Notary Public in and for said County,  
personally appeared Donald R. Self who being by me  
duly sworn deposes and says that the property sued for in the complaint of

Sears, Roebuck & Company, a Corporation filed in said Court, to-wit:  
Console Color TV; console Stereo; Ampex Tape Deck

belongs to Sears, Roebuck & Company, a Corporation, the plaintiff.

Sworn to and subscribed before me this 20<sup>th</sup>  
day of Dec, 1971  
Wilson Hayes  
Notary Public

Donald R. Self  
Donald R. Self

STATE OF ALABAMA  
Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we,

Sears, Roebuck & Company, a Corporation, Principals and

Wilson Hayes, Sureties, are held and

firmly bound unto Lewis E. Guthrie, his heirs, executors and admin-  
istrators in the sum of Fifty (\$50) Dollars,  
for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

The condition of the above obligation is such that whereas, the above bound \_\_\_\_\_

Sears, Roebuck & Company, a Corporation has on the \_\_\_\_\_ day of

\_\_\_\_\_, 19\_\_\_\_ sued out a writ of detinue in the Circuit Court of \_\_\_\_\_

Baldwin County, Alabama for the recovery of the following

described property, to-wit:

Console Color TV; Console Stereo; Ampex Tape Deck

Now if the said Sears, Roebuck & Company, a Corporation shall fail in said suit  
and shall pay to the said Lewis E. Guthrie, the defendant in  
said suit, all such costs and damages he may sustain by the wrongful complaint, then this obligation to  
be void, otherwise, to remain in full force and effect. SEARS, ROEBUCK & COMPANY

Taken and approved this 21 day of Dec, 1971 By: Donald R. Self (SEAL)  
Donald R. Self (SEAL)

Eunice B. Blackmon (SEAL)  
Clerk, Circuit Court

EUNICE B. BLACKMON  
Clerk, Circuit Court

DEC 21 1971

FILED

No. \_\_\_\_\_

STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

SEARS, ROEBUCK & COMPANY  
A Corporation

Plaintiff

VS.

LEWIS E. GUTHRIE

Defendant

Detinue — Affidavit and Bond

Filed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Clerk

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

December 20, 1971

10, 161

- Mrs. Eunice B. Blackmon, Clerk  
Circuit Court, Baldwin County  
Bay Minette, Alabama 36507

Dear Eunice:

- Please file the enclosed detinue suit for  
Sear, Roebuck & Company against Lewis E. Guthrie.

With kind regards, I am

Yours very truly,

  
Wilson Hayes

mm  
Enc.