

FIRST FINANCE, INC.

Plaintiff,

VS.

CHARLES HOWARD EPP, doing  
business as Epp's Repair Shop,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

2344

STIPULATION

This agreement, made and entered into on this 29<sup>th</sup> day of October, 1954, by and between the Plaintiff and the Defendant, acting by and through James R. Owen and James A. Hendrix as their respective attorneys, WITNESSETH:

It is hereby stipulated and agreed by and between the parties hereto that this case be submitted to the Judge of this Court on an agreed statement of facts for his decision thereon and that the facts of said case are as follows:

On October 27, 1953, Polly Bradford purchased 1-Plymouth automobile, Motor Number H 550158, from Standard Motors, Inc., and executed and delivered to said motor company a conditional sales contract on that date to secure the balance due on said automobile. On the same date the said motor company set over and assigned the said conditional sales contract to the Plaintiff herein.

Subsequent to this transaction, and while the payments under the said contract were in default, the said Polly Bradford was involved in an accident and the said automobile was damaged. The automobile was delivered to the Defendant for repairs by Polly Bradford who promised to pay for said repairs. The said Polly Bradford failed to pay for the said repairs and the Defendant refused to deliver the automobile to the Plaintiff after a demand therefor.

The said conditional sales contract has not been filed for record either in Mobile County, the County where the contract was consummated or Baldwin County, the County where the Defendant has his place of business.

It is further stipulated and agreed between the parties that the Plaintiff has the right to introduce the original conditional sales contract in evidence in this cause.

*James R. O...*  
*James C. Hendrix*

*Hennette John ?*

FILED

11-4-54

ALICE J. BUCK, CLERK

FIRST FINANCE INC., A Corpor-  
ation,

Plaintiff,

VS.

CHARLES HOWARD EPP, Doing Bus-  
iness as Epp's Repair Shop,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA.

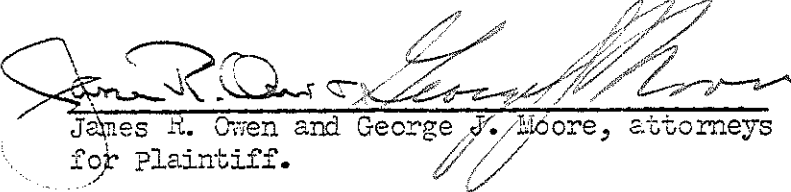
AT LAW.

Case No. 2344

TO THE HONORABLE HUBERT M. HALL, JUDGE OF SAID COURT:

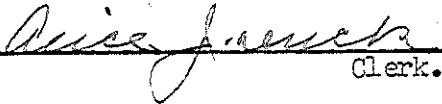
COUNT ONE

The Plaintiff claims of the defendant the following personal property, viz: One (1) 1946 Plymouth Fordor Sedan, Motor Number E-550158, the property of the plaintiff, with the value of the hire or use thereof during the detention, viz: from the 15th. day of April, 1954.

  
James R. Owen and George J. Moore, attorneys  
for Plaintiff.

Filed

8-8-54

  
Clerk.

Defendant's Address:

Charles Howard Epp, Doing Business  
as Epp's Repair Shop  
Robertsdale, Alabama.

FILED

8-8-54

ALICE L. BROCK, Clerk

FIRST FINANCE INC., A Corpora-  
tion,

Plaintiff,

vs

CHARLES HOWARD EPP, Doing  
Business as Epp's Repair Shop,

Defendant.

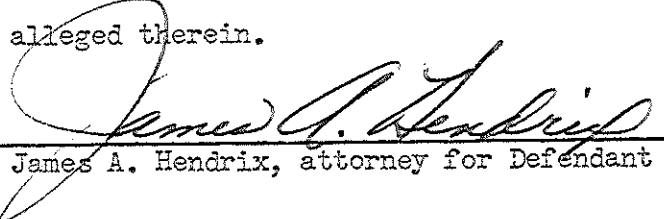
IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA.

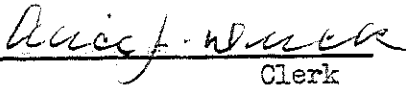
AT LAW.

Case No. 2344

Comes now the Defendant in the above styled cause and for answer  
to complaint heretofore filed in the said cause against him says as follows:  
That he is not guilty of the matters alleged therein.

  
James A. Hendrix, attorney for Defendant

Filed 9-28-54

  
Clerk

FILED

9-28-54

ALICE I. BUCK, Clerk

**The State of Alabama,** {  
**Baldwin County**

BOOK 006 PAGE 178

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

Charles Howard Eppand M.V. Stone, Sr.are held and firmly bound unto First Finance, Inc., A Corp.

in the sum of Eight Hundred and 00/100 Dollars, for the payment of  
 which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this 31st day of August 1954

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

First Finance Inc., A Corp. did, on the 26 day  
 of August 1954 sue out of the Circuit Court of Baldwin County, Ala.  
 a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the  
 following property, to-wit: One (1) 1946 Plymouth Fordor Sedan, Motor # E-550158

which said writ was placed in the hands of Taylor Wilkins,  
 Sheriff of Baldwin County, Alabama, on the 26th day of August, 1954,  
 and executed by him on the 26th day of August, 1954, by taking into his  
 possession the following property, to-wit:

One (1) 1946 Plymouth Fordor Sedan, Motor # E-550158

And whereas the above bound Charles Howard Epp,  
 Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this  
 bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said Charles Howard Epp is cast in said  
 suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs  
 and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to  
 remain in full force and effect.

Charles Howard Epp (SEAL)M.V. Stone Sr (SEAL)

\_\_\_\_ (SEAL)

Taken and approved this 31 day of Aug 1954

Taylor Wilkins  
 Sheriff, Baldwin County, Ala.

Edgar Steadman

FIRST FINANCE INC., A  
Corporation,

Plaintiff,

VS

CHARLES HOWARD EPP, doing  
business as Epp's Repair  
Shop,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

WRIT OF DETINUE

STATE OF ALABAMA )

\*

BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

The Plaintiff having given bond and made an affidavit as required by law you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant give bond payable to the Plaintiff with security in double the value of the property, conditioned that if the Defendant is cast in the suit, he will, within 30 days thereafter, deliver the property to the Plaintiff, and pay the costs and damages which may accrue from the detention thereof.

WITNESS my hand this 24<sup>th</sup> day of August, 1954.

FILED

8-25-54

ALICE J. DUCK, Clerk

*Alice J. Duck*

Clerk of Circuit Court of Baldwin  
County, Alabama.

THE STATE OF ALABAMA,  
BALDWIN  
~~Mobile~~ County

## DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, First Finance Inc., a Corpor-  
ation and United States Fidelity and Guaranty Company

are held and firmly bound unto Charles Howard Epp, Doing Business as Epp's Repair  
Shop, his heirs, executors and administrators, in the  
sum of Four Hundred and No/100 (\$400.00) 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 \_\_\_\_\_ day of July, A. D. 1954.

The Condition of the above Obligation is such, That whereas the above bounden First

Finance Inc., a Corporation has, on

the \_\_\_\_\_ day of July 1954, sued out from the office of the  
Clerk of the Circuit Court of Baldwin, in the State of Alabama, a Writ of Detinue, returnable to the  
present term of said Circuit Court of Baldwin against the said Charles Howard Epp, Doing Business  
as Epp's Repair Shop for the recovery of the following property,

to-wit: One (1) 1946 Fordor Plymouth Sedan,  
Motor Number H, 550158.

NOW, if the said First Finance Inc., a Corporation shall fail  
in said suit, and shall pay to the said Charles Howard Epp, D.B.A. Epp's Repair Shop  
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.

FILED

8-9-54

ALICE J. BUCK, Clerk

First Finance Inc. by:

[Signature] (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY (Seal)

BY

[Signature]  
K. C. PTOMEY, ATTORNEY-IN-FACT

THE STATE OF ALABAMA  
Baldwin  
~~Mobile~~ County

DETINUE AFFIDAVIT  
a Notary Public in and for

PERSONALLY appeared before me, ~~XX~~ Mobile  
County, Alabama, A. L. Jordan, Pres. First Finance Inc., a Corporation  
who, being duly sworn, deposes and says, that the property sued for in the complaint of First Finance  
Inc., a Corporation, Vs. Charles Howard Epp, Doing Business As Epp's Repair Shop,  
to-wit One 1946 Fordor Plymouth Sedan, Motor Number H-550158

belongs to First Finance Inc., a Corporation the said Plaintiff.

Sworn to and subscribed the 21<sup>st</sup> day  
of July, 1954, before me.

Charles H. Jones  
Notary Public, Mobile County, Alabama

*My comm. expires 12/6/55*

A. L. Jordan  
A. L. Jordan

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

Circuit Court

BALDWIN COUNTY

FIRST FINANCE INC., a Corporation,

Plaintiff,

VS. Detinue Affidavit  
and Bond

CHARLES HOWARD EPP, Doing Business as  
Epp's Repair Shop,

Defendant.

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

Clerk Circuit Court, ~~Mobile~~ County  
Baldwin

George J. Moore  
Attorney



No. 63563

K. C. Ptomey

K. C. Ptomey

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(SEAL) \_\_\_\_\_  
(Signed) Glover C. Trenholm  
Assistant Secretary.

Agency 51-A 8-51 ©

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,  
Baldwin County.

Circuit Court, Baldwin County

No. 2344

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Charles Hward Epp. d/b/a EPPS REPAIR SHOP

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in  
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

Charles Howard Epp, d/b/a Epp's Repair Shop, Defendant

by FIRST FINANCE, INC., A Corp

Plaintiff

Witness my hand this 9th day of Aug 19 54

*Heinz F. Duck*, Clerk

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RD

No. 2344 Page \_\_\_\_\_

The State of Alabama  
Baldwin County

CIRCUIT COURT

FIRST FINANCE., INC. A Corp

Plaintiffs

vs.

CHARLES HOWARD EPP, d/b/a

EPP'S REPAIR SHOP

Defendants

Summons and Complaint

Filed 8-8-54 19\_\_

W. J. French Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at \_\_\_\_\_

Received In Office

Aug 16 19 54

\_\_\_\_\_, Sheriff

I have executed this summons

this 21 Aug 19 54  
by leaving a copy with

Charles Howard Epp

Taylor Wilkins Sheriff

Edmund A. Stedman Deputy Sheriff

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also* in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **G. P. Moore**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

**K. C. Ptomey**

of **Mobile, Alabama**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

July 20, 1954

*G. P. Moore*

Assistant Secretary.

FILED  
Aug 9 1954  
AUG 10 1954