

2444

AMERICAN FURNITURE COMPANY,

Plaintiff,

vs.

THOMAS GIVINS,

Defendant.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA.

March 22, 1955.

TESTIMONY TAKEN IN OPEN COURT, BEFORE HON. HUBERT M. HALL, JUDGE
OF SAID COURT. ON MARCH 22, 1955.

J. CONNOR OWENS, representing the Plaintiff.

EDWARD BOWNE, A WITNESS FOR THE PLAINTIFF, BEING FIRST DULY SWORN,
TESTIFIED AS FOLLOWS:

Q. Will you state your name, please?

A. Edward Bowne.

Q. Where are you employed?

A. With the Gulf and American Furniture Company.

Q. What is your status?

A. Manager.

Q. Are you familiar with the books, accounts and records of
that company?

A. I am.

Q. Mr. Bowne, American Furniture Company is the Plaintiff in a suit
against Mr. Thomas Givins for one two piece living room suit,
is that true?

A. Yes, sir.

Q. Did your Company sell to Mr. Givins, of Robertsdale, Alabama, one
2-piece red living room suit on or about April 12, 1954?

A. Yes, sir.

Q. I will show you this conditional sales contract?

A. That's our contract.

MR. OWENS: I introduce this conditional sales contract and ask that it be identified as Plaintiff's Exhibit 1.

Q. What was the market value of the suite of furniture at the time it was sold?

A. \$249.95.

Q. When was the last payment made on that suite of furniture?

A. There was no payment made; there was a down payment of \$30.00
\$30.00 cash paid down.

Q. Have you recovered the suit?

A. We have it in our possession.

Q. What is the market value of the suite now?

A. Approximately \$160.00.

THE COURT: Is that of the date suit was filed?

MR. OWEN: Yes.

Q. What damage did you all suffer by reason of the detention of the suite?

A. Well we suffered the difference between the market value of the suite at the time and what we could sell the suite for now.

Q. That would be how much?

A. About \$90.00.

I hereby certify that the foregoing is a true and correct transcript of the testimony as taken by me in open court, in the above styled cause, on the 22nd day of March, 1955.

Laura Dusenbury
Court Reporter.

To Be Delivered

American Furniture Co., Inc.

401-405 DAUPHIN STREET

DIAL 2-7586

MOBILE, ALABAMA

Sold By

Dray No..

Approved

Time

LEDGER No.

Name Mr Thomas Newell

(PURCHASER)

Date 4-12

19

Address Robertsville Wla.

City

State

Instructions 8 mi East of Roberts Hall on U.S. 90 - white house
on left. 3 mi past E. Manor School House.

Phone _____ New ☐ Reopen ☒ Add to Account No. _____

C.O.D.

§ 1

THIS CONTRACT OF CONDITIONAL SALE, executed by AMERICAN FURNITURE CO., Inc., herein after called the seller, and Mr. J. Frank Sullivan hereinafter called the purchaser, witnesseth: That the seller hereby agrees to sell and deliver to the purchaser, upon the conditions appearing on the reverse side hereof stated, the following described personal property:

Location	Mfgr.	Number	Cover	Finish	Quan.	ARTICLES	Amount
					1	2 pc Bed living Room suite	249.95
						try	7.50
						cc	57.45
						D.P.	38.70
							296.15
							32.00
							266.15
							266.15
							532.30
						Total Time Purchase Price	
						Balance Due on Prior Contracts	.01
						** *30.00	TOTAL .01

SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

FILED
JUN 1 1955
U.S. DEPT. OF JUSTICE
RECEIVED

STATE OF ALABAMA

MOBILE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, American Furniture Company, Inc. and E. J. Sullivan
E. J. Sullivan, are held and firmly bound unto Thomas Givens in the sum of \$532.30 to be paid to the said Thomas Givens, his 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 the 27th day of January 1955

The condition of the above obligation is such that, whereas, the American Furniture Company, Inc. did on the 30th day of October, 1954, filed a complaint for a Writ of Detinue against the said Thomas Givens for a two piece living room suit sold for the sum of \$266.15, said writ being returnable within thirty days, which said writ has placed in the hands of the Sheriff of Baldwin County, and by him levied upon as the property of the plaintiff, the following property, to-wit:

One two piece red plastic living room suit.

Now, if the said American Furniture Company, Inc., shall have forthcoming and deliver to the officer authorized to receive the same, the above described property within the time prescribed by law, to satisfy such recovery as may be had or judgment as may be rendered in favor of the plaintiff in such detinue suit, by the Court trying the same in this obligation to be null and void, otherwise to remain in full force and effect.

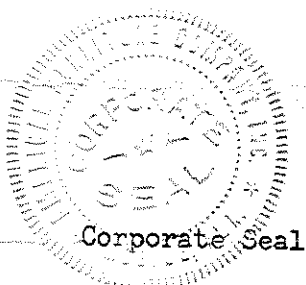
In witness whereof, we have hereunto set our hands and seals on this the date first above written.

FILED

11-9-54

ALICE J. DUCK, Clerk

E. J. Sullivan
E. J. Sullivan



Approved this 27th Jan 1955
John E. Mandeville Sheriff

I, the undersigned, John E. Mandeville, Clerk of the Circuit Court for Mobile County, Alabama, hereby certify, that were the above bond presented to me as Clerk of this Court, I would approve the same. Done this 8th day of November, 1954.

John E. Mandeville
CLERK, CIRCUIT COURT, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA

MOBILE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we American Furniture Company, Inc. and E. O. Hallinan
E. Bowne are held and firmly bound unto Thomas Givens, in the sum of \$100.00 to be paid to the said Thomas Givens, his heirs, executors, administrators or assigns of which payment, well and truly 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 the 30th day of October, 1954.

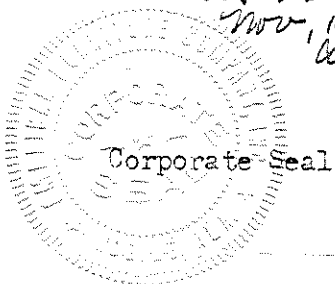
The condition of the above obligation is such that, whereas, the above bound American Furniture Company, Inc. on the day of the date hereby has obtained, at the suit of said American Furniture Company, and a summons and complaint for the recovery of the personal chattles in specific against Thomas Givens and asks an indorsement 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 within thirty days to the Circuit Court of Baldwin County, and which said indorsement is made upon the plaintiff entering into this bond:

Now if the plaintiff shall fail in this suit, shall pay the defendant all cost and damages as each may sustain by reason of the wrongful complaint in said case, then this obligation to be null and void, otherwise to remain in full force and effect.

E. O. Hallinan

E. Bowne

Approved
this 9th day of
Nov, 1954
Alice J. Duck
Clerk



FILED

11-9-54

ALICE J. DUCK, Clerk

Attest:

E. O. Hallinan
SECRETARY-TREASURY

I, the undersigned, John E. Mandeville, Clerk of the Circuit Court for Mobile County, Alabama, hereby certify, that were the above bond presented to me as Clerk of this Court, I would approve the same. Done this 8th day of November, 1954.

John E. Mandeville
CLERK, CIRCUIT COURT, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA

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AFFIDAVIT

MOBILE COUNTY

Before me, W J Ramsey, a Notary Public in and for said State and County, personally appeared E O Nelson, an officer of the American Furniture Company, Inc., who being duly sworn, deposes and says: That he is familiar with the property sued for in the complaint of the American Furniture Company, Inc. vs. Thomas Givens and that said furniture consists of a two piece living room suit and that said property belongs to the plaintiff by virtue of a conditional sales contract executed on the 12th day of April, 1954, and that said two piece living room suit has a value of \$266.15.

AMERICAN FURNITURE COMPANY, INC.

BY E O Nelson

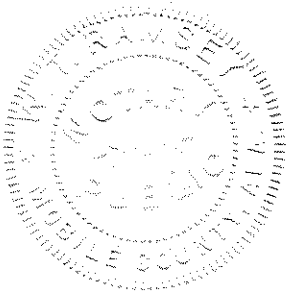
Sworn to and subscribed to before me this the 30th day of October, 1954.

FILED

11-9-54

W J Ramsey
Notary Public, Mobile Co., Alabama

ALICE J. DUCK, Clerk



STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT

IN LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Thomas Givens to appear within thirty (30) days from the service of this writ in the Circuit Court, to be held in and for said county at the place of holding same, then and there to answer the complaint of the American Furniture Company, Inc.

Witness my hand, this the 9th day of November, 1954.

Alice J. Buck
CLERK

The Sheriff is required to take the property mentioned in the complaint into his possession, unless the defendant give bond payable to the plaintiff, with sufficient surety, in double the amount of the value of the property, with the condition that if the defendant is cast in the suit, she will, within thirty days thereafter, deliver the property to the plaintiff and pay all cost and damages which may accrue from the detention thereof.

FILED

, 2-9-54

ALICE J. BUCK, Clerk

Alice J. Buck
CLERK

AMERICAN FURNITURE COMPANY, INC.,

Plaintiff

vs.

THOMAS GIVENS,

Defendant

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____.

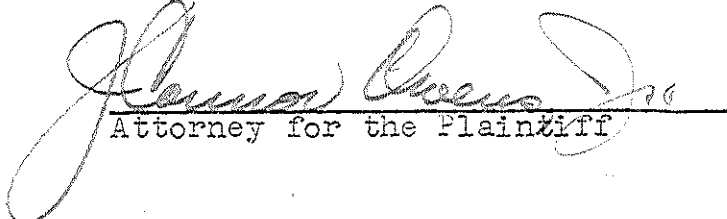
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The plaintiff claims of the defendant, the following personal property, to-wit: One 2 piece red living room suit, having a value of \$266.15, with the value of the hire or use thereof during the detention thereof, to-wit: from the 10th day of May, 1954.

FILED

12-9-54

ALICE I. DUCK, Clerk


Attorney for the Plaintiff