

The State of Alabama, {
Baldwin County

2537

BOOK

002 PAGE 392

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Stapleton Insurance & Realty Corp.

and _____ the undersigned

are held and firmly bound unto _____ John N. Minchew

in the sum of Three Hundred - - - - - Dollars, for the payment of
 which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and ad-
 ministrators.

Sealed with our seals and dated this 26th day of February 19 55

The condition of the above obligation is such that whereas the said _____

Stapleton Insurance Realty Corp. did, on the 14th day
 of February 1955 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: _____

Sherer Display Case No. 347-26-15, Hot PointRefrigerator, Maytag Deep Freeze, LeonardRefrigerator.which said writ was placed in the hands of Taylor WilkinsSheriff of Baldwin County, Alabama, on the 14th day of February, 19 55,

and executed by him on the 19th day of February, 19 55, by taking into his
 possession the following property, to-wit:

Sherer Display Case No. 347-26-15,Hot Point RefrigeratorMaytag Deep FreezeLeonard Refrigerator

And whereas the said John N. Minchew
 Defendant in said writ, has 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 Stapleton Insurance Realty Corp. upon his failing
 in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all
 damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to
 remain in full force and effect.

Stapleton Insurance Realty Corp. (SEAL)
W. W. Stapleton (SEAL)
W. W. Stapleton (SEAL)
W. W. Stapleton (SEAL)

Taken and approved this 24 day of Feb 19 55

Taylor Wilkins
 Sheriff, Baldwin County, Ala.

Stapleton Insurance and Realty
Corporation

Plaintiff

vs

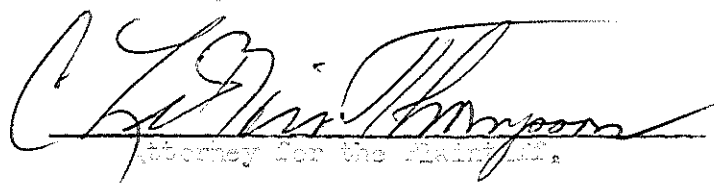
John W. Minchew

Defendant

IN THE CIRCUIT COURT OF

BALEWIE COUNTY, ALABAMA

Comes the Plaintiff through his attorney and by agreement with the
attorney for the defendant as dismission of the above cases as settled
between the parties and the defendant agrees to pay the cost which will be
so charged.


Attorney for the Plaintiff.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

February 24, 1955

Mr. C. LeNoir Thompson
Attorney at Law
Bay Minette, Alabama

2537


Re: Stapleton Insurance and Realty Corp.
vs: John N. Minchew

Dear LeNoir:

According to our telephone conversation this morning, I am sending my check for \$194.00, which is in full settlement of this case. Please return the note, marked paid, and dismiss the case.

You may have the clerk send me a bill for the court costs.

Yours very truly,


FOREST A. CHRISTIAN

Enclosure - Check No. 3604

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT

No.

194

To Any Sheriff of the State of Alabama :

You Are Hereby Commanded to Summon John H. Minchew

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 Stapleton Insurance
and Realty Corporation

Witness my hand this 14 day of February 194 55

Reise J. French, Clerk.

COMPLAINT

Stapleton Insurance & Realty Corporation

John H. Minchew

Plaintiff Versus Defendant

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

Sherer Display Case No. 347-26-15, Hot Point Refrigerator,

Maytag Deep Freeze, Leonard Refrigerator.

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

from 194, to 194

John H. Minchew, Plaintiff's Attorney.

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Stapleton Insurance
Realty Corp Plaintiff

vs.
John N. Minchew Defendant

Detinue Summons and Complaint

Filed Jan 15, 1945
1945, Clerk

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

Alvin J. Leach, Clerk.

Defendant lives at

Received in office

Feb 14, 1945

Myron Wilson, Sheriff.

I have executed this summons

this Feb 14, 1945
by leaving a copy with

Detinue, Summons & Complaint
and taking into
my possession
the within described
property - bond
made by Pltf. 2-26-55

Dylan Wilson, Sheriff

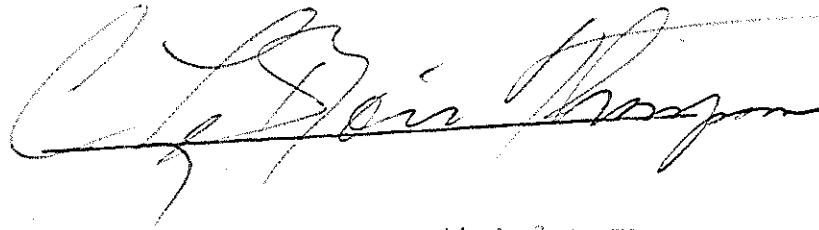
Charles L. Hickey, Deputy Sheriff

DETINUE AFFIDAVIT

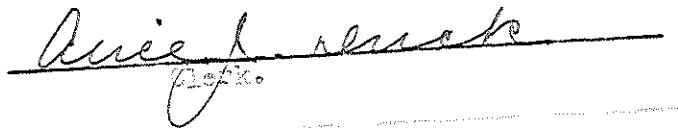
STATE OF ALABAMA
BALDWIN COUNTY

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, C. LeNoir Thompson, who, being duly sworn, deposes and says, that the property sued for in the complaint of Stapleton Insurance & Realty Corporation, VS John N. Minchew, to-wit:

Sherer Display Case No. 347-26-15, Hot Point Refrigerator,
Maytag Deep Freeze, Leonard Refrigerator.



Sworn to and subscribed the 14 day of February, 1955, before me.


Clerk.

STATE OF ALABAMA,
Baldwin County. }

BOOK 002

KNOW ALL MEN BY THESE PRESENTS, That We, _____

Stapleton Insurance & Realty Corporation

as principal, and _____

as surety, are held and firmly bound unto John N. Minchewin the sum of Three Hundred (\$300.00) & no/100 DOLLARS,

to be paid to the said John N. Minchew, 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 _____ day of February
in the year of our Lord, 1925

The condition of the above obligation is such, That whereas the above bound John N. Minchew

_____, on the day of the date hereof hath obtained at the suit of
Stapleton Insurance & Realty Corporation vs. John N. Minchew,

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 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 dam-
ages 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.

Stapleton Insurance & Realty Corp. (L.S.)W. D. Stapleton (L.S.)
mgrW. D. Stapleton (L.S.)Approved this 14th day of February 1925Reverend J. M. Smith
Clerk.