

APPEAL BOND

THE STATE OF ALABAMA }

COUNTY OF BALDWIN }

KNOW ALL MEN BY THESE PRESENTS, That we Walter James Raborn
as principal, and _____ and _____

_____ as sureties are held and firmly bound unto the Town
of Fairhope in the sum of Twenty hundred Dollars, for the payment of which well
and truly to be made to the Town of Fairhope, we do hereby bind ourselves, and our heirs and assigns,
jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____ in the year of our
Lord, one thousand nine hundred and _____

The Condition of this Obligation is such, That whereas the above bounden Walter James Raborn
_____ has on the day of the date of these presents claimed
an APPEAL to the Circuit Court, next to be held in and for the County of Baldwin, in the State afore-
said, at the next Term thereof, from a judgment rendered on the 22 day of October 1955
by E. C. Rickard Jr. Esq., Recorder of the Town of Fairhope and Ex-officio
Justice of the Peace, in and for said Town, against said Walter James Raborn
requiring him to pay said Town of Fairhope Twenty-five Dollars,
as a fine, or two days in jail :

NOW if the said Walter James Raborn shall appear at said term of
said Circuit Court, and from term to term thereafter until discharged by due process of law, then this
obligation to be void, otherwise to remain of full force and effect.

Walter James Raborn (Seal)
J. M. Lambert (Seal)
_____ (Seal)

SEALED AND DELIVERED IN PRESENCE OF

2762

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Atlantic Finance Company, a Corporation, and United States Fidelity and Guaranty Company, 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 Joel B. Griffin.

WITNESS my hand this 31 day of NOV, 1955.

Cliff J. Strick
Clerk.

Atlantic Finance Company, a Corporation, has an office at 303 St. Louis Street, Mobile, Alabama.

United States Fidelity and Guaranty Company, a Corporation has an office at 102 North Royal Street, Mobile, Alabama.

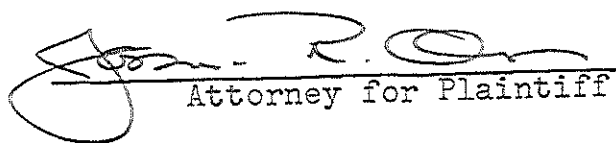
* * * * *

JOEL B. GRIFFIN,)	
Plaintiff,)	
VS.)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
ATLANTIC FINANCE COMPANY, a)	
Corporation, and UNITED STATES)	AT LAW
FIDELITY AND GUARANTY COMPANY,)	
a Corporation,)	
Defendants.)	

COMPLAINT

Plaintiff claims of the Defendants the sum of Four Hundred Forty Dollars (\$440) damages for this: That heretofore on to-wit, January 29, 1954, the Defendant, Atlantic Finance Company, a Corporation, filed in the Circuit Court of Baldwin County, Alabama, a suit in detinue against E. V. Griffin to recover one 1951 Oldsmobile convertible coupe, motor number 80-230191; that on the same date the said Defendant, Atlantic Finance Company, a Corporation, filed in said cause a replevy bond in the amount of Fifteen

Hundred Dollars (\$1500) in and by the terms of which said bond, the Defendant, Atlantic Finance Company, a Corporation, as principal, and Defendant, United States Fidelity and Guaranty Company, a Corporation, as surety, promise to pay to the Defendant in said detinue suit all such costs and damages as he might sustain by the wrongful suing out of the writ of detinue, if the Defendant, Atlantic Finance Company, a Corporation, failed in said suit. Plaintiff alleges that he was the owner of the said automobile sued for in the said detinue suit and that to protect his rights and property it was necessary that he intervene in said detinue suit as a claimant to said property and file a claimant's bond so that he could continue to have the use and enjoyment of said property. Plaintiff further alleges that the trial of the said detinue suit had in the Circuit Court of Baldwin County, Alabama, at Law, on to-wit, November 30, 1954, which trial resulted in a verdict for the claimant, the Plaintiff in this suit. Plaintiff avers that by reason of his intervention in the said detinue suit he was the real Defendant therein and is thereby entitled to recover from the Defendants all costs and damages sustained by him in said suit which costs and damages he alleges to be Four Hundred Forty Dollars (\$440) and which he hereby claims.


Attorney for Plaintiff

Received in Court
day of Oct, 1953
TAYLOR WILKINS, Sheriff

EXECUTED

This 4 day of Nov, 1953

by serving a copy of the within on

J. Molhan Agst.
RAY D. BRIDGES, Sheriff

By L. W. Menden D.S.

EXECUTED

This 4 day of Nov, 1953

by serving a copy of the within on

M. J. Otam
RAY D. BRIDGES, Sheriff

By M. J. Otam D.S.

1394
m. 2762 COMPLAINT *259

JOEL B. GRIFFIN,

Plaintiff,

VS.

X 11 Mar - J. Molhan
ATLANTIC FINANCE COMPANY, a
Corporation, and UNITED STATES
FIDELITY AND GUARANTY COMPANY,
a Corporation, 11B

Strong Defendants.

FILED
OCT 31 1955
ALICE L. DUCK, Clerk

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

JAMES R. OWEN
ATTORNEY-AT-LAW
BAY MINETTE, ALABAMA

JOEL B. GRIFFIN,

Plaintiff,

vs.

ATLANTIC FINANCE COMPANY, A
Corporation, et al.,

Defendants.

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IN THE CIRCUIT COURT OF

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BALDWIN COUNTY, ALABAMA

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AT LAW.

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DEMURRER

Come now the Defendants in the above styled cause and demur to the complaint heretofore filed against them and assign the following separate and several grounds in support thereof:

1. The complaint fails to state a cause of action.
2. It affirmatively appears from the allegations of the complaint that the Defendant, Atlantic Finance Company, A Corporation, is not indebted to the Plaintiff under the terms of the replevy bond executed by it and payable to E. V. Griffin.
3. It affirmatively appears from the complaint that the Defendant, United States Fidelity and Guaranty Company, A Corporation, is not indebted to the Plaintiff under the terms of the replevy bond executed by it as surety for Atlantic Finance Company, A Corporation, in favor of E. V. Griffin.
4. It affirmatively appears from the allegations of the complaint that neither of the Defendants are liable to the Plaintiff either as principal or surety under the terms of the replevy bond executed by them in favor of E. V. Griffin.
5. It affirmatively appears from the complaint that the Plaintiff was not the obligee under the replevy bond executed by the Defendants in the suit filed in this Court on January 29, 1954, by the Defendant, Atlantic Finance Company, A Corporation, against the said E. V. Griffin.
6. It affirmatively appears from the complaint that the replevy bond signed by the Defendants herein as principal and surety was payable to E. V. Griffin and not to the Plaintiff, Joel B. Griffin.

7. It affirmatively appears from the complaint that neither of the Defendants have promised to pay to the Plaintiff any costs and damages that he might sustain by the wrongful suing out of any writ of detinue.

8. The allegation of the complaint that the Plaintiff was the owner of the automobile sued for in the detinue suit filed by the Defendant, Atlantic Finance Company, A Corporation, on January 29, 1954, against E. V. Griffin is but a conclusion of the pleader.

9. The allegation of the complaint that it was necessary that the Plaintiff intervene in the detinue suit filed by the Defendant, Atlantic Finance Company, A Corporation, against E. V. Griffin on January 29, 1954, to protect the rights and property of the Plaintiff herein is but a conclusion of the pleader and no facts are alleged to support such allegations.

10. For aught that appears from the complaint it was not necessary that the Plaintiff intervene in the detinue suit filed by the Defendant, Atlantic Finance Company, A Corporation, against E. V. Griffin.

11. It affirmatively appears from the complaint that the Plaintiff did not intervene in the detinue suit filed by the Defendant, Atlantic Finance Company, A Corporation, against E. V. Griffin, and was not a party to such detinue suit but that he was a stranger to said detinue suit and the writ of detinue issued therein and not an obligee under the replevy bond signed by the Defendants herein.

12. The allegation of the complaint that the trial of the detinue suit filed by the Defendant, Atlantic Finance Company, A Corporation, against E. V. Griffin was had in the Circuit Court of Baldwin County, Alabama, At Law, on, to-wit; November 30, 1954, is a conclusion of the pleader.

13. It affirmatively appears from the allegations of the complaint that the Plaintiff occupied the position as a claimant to personal property as a stranger to a writ levied upon such property and that he was not a party to the suit out of which the original writ of detinue was issued and not an obligee under the detinue bond therein.

14. The allegation of the complaint that the Plaintiff because of his intervention in said detinue suit was the real Defendant therein and is thereby entitled to recover from the Defendants all costs and damages sustained by him in said suit is but a conclusion of the pleader.

15. The complaint fails to allege in what the damages of the Plaintiff consist.


16. It affirmatively appears from the complaint that the Plaintiff was not damaged by the suing out of a writ of detinue in the detinue suit filed by the Defendant, Atlantic Finance Company, A Corporation, against E. V. Griffin.

17. It affirmatively appears from the complaint that the Plaintiff herein was a claimant to the property which was the subject of the detinue suit filed by the Defendant, Atlantic Finance Company, A Corporation, against E. V. Griffin, on January 29, 1954, and was not a party to said suit or an obligee under the replevy bond filed therein by the Defendants herein.

18. For aught that appears from the complaint the Defendant, Atlantic Finance Company, A Corporation, did not fail in the detinue suit filed by it against E. V. Griffin in the Circuit Court of Baldwin County, Alabama, on January 29, 1954.

Respectfully submitted,

CHASON & STONE

By: 
Attorneys for Defendants.

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JOEL B. GRIFFIN,

Plaintiff,

vs.

ATLANTIC FINANCE COMPANY, A
Corporation, et al.

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

DEMURRER

FILED

NOV 23 1956

ALICE J. DUCK, Clerk