

R. A. MALONE, d/b/a
Price Furniture Company,
Plaintiff

vs.

ROSA LEE JOHNSON,

Defendant

: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA
:
: AT LAW

AFFIDAVIT

Before me, the undersigned authority, personally appeared Ernest M. Bailey, Attorney for the Plaintiff in the above styled cause and being by me first duly sworn, deposes and says that the property sued for is the property of R. A. Malone, d/b/a Price Furniture Company, the Plaintiff in the case; that the property was purchased by the Defendant on a Conditional Sales Contract, by the terms of which title to the property remained in the Plaintiff until such time as the purchase price had been paid; that the purchase price was not paid and by the terms of the contract the Plaintiff is entitled to be restored to possession thereof.

Ernest M. Bailey

Sworn to and subscribed before me on this the ____ day of December, 1955.

Notary Public

R. AL MALONE, d/b/a
Price Furniture Company,
Plaintiff

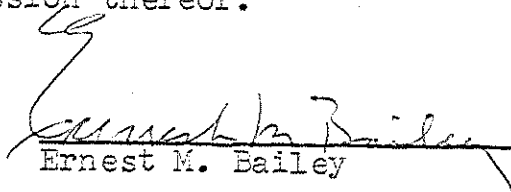
vs.

ROSA LEE JOHNSON,
Defendant

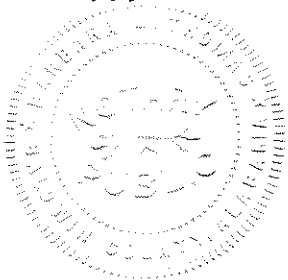
: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA
:
: AT LAW
:
:

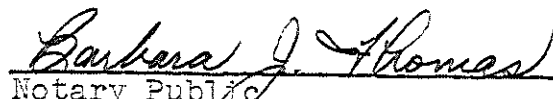
A F F I D A V I T

Before me, the undersigned authority, personally appeared Ernest M. Bailey, Attorney for the Plaintiff in the above styled cause and being by me first duly sworn, deposes and says that the property sued for is the property of R. A. Malone, d/b/a Price Furniture Company, the Plaintiff in the case; that the property was purchased by the Defendant on a Conditional Sales Contract, by the terms of which title to the property remained in the Plaintiff until such time as the purchase price had been paid; that the purchase price was not paid and by the terms of the contract the Plaintiff is entitled to be restored to possession thereof.


Ernest M. Bailey

Sworn to and subscribed before me on this the 2 day of December, 1955.




Notary Public

Barbara J. Thomas - Notary Public
Baldwin County
My commission expires Feb. 11, 1959

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Rosa Lee Johnson to appear before the Circuit Court of Baldwin County, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur to or plead to the complaint of R. A. Malone, d/b/a Price Furniture Company.

You are hereby commanded to execute this process instantly and make return as required by law.

Witness my hand this 5 day of December, 1955.

Alice J. Luck
Clerk

STATE OF ALABAMA)
BALDWIN COUNTY)

TO THE SHERIFF OF SAID COUNTY, GREETING:

The Plaintiff having given bond and made 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, she will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Witness my hand this ____ day of December, 1955.

Clerk

Executed by serving a copy of the within summons and complaint on the Defendant this 7 day of December, 1955.

Taylor Wilkins
Sheriff
By Charles L. [Signature]

R. AL MALONE, d/b/a
Price Furniture Company,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

vs.

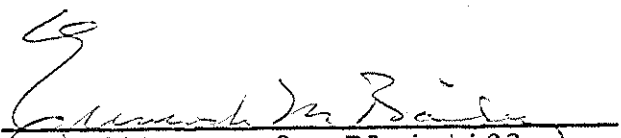
ROSA LEE JOHNSON,
Defendant

COUNT ONE:

The Plaintiff claims of the Defendant the following described personal property, to-wit:

(1) Chest of Drawers, (1) eight piece Bed room suite, (1) lamp table, (1) stroller, (1) utility cabinet, (1) oil range, (1) crib and mattress, (1) five piece chrome dinette, (1) bed and mattress, (1) blue blanket, (1) blue bedspread, (1) white bedspread, (3) white plastic shades, (1) pair of pillows, and (1) double cotton blanket,

with the value of hire or use thereof during the detention, to-wit, the 1st day of September, 1955.


Attorney for Plaintiff

*The above articles were returned to R. Al Malone
after our Price Furniture Co.
12-7-55*

*James William Stimp
By (Signature)*

STATE OF ALABAMA,
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, That We, R. A. Malone

as principal, and Lillie B. Malone Zera M. Stevens

as surety, are held and firmly bound unto Rosa Lee Johnson

in the sum of Two Hundred and Thirty Eight and 8/100 DOLLARS,

to be paid to the said Rosa Lee Johnson, 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 December
in the year of our Lord, 1955

The condition of the above obligation is such, That whereas the above bound R. A. Malone

_____, on the day of the date hereof hath obtained at the suit of
R. A. Malone d/b/a
Price Furniture Co. vs. Rosa Lee Johnson,

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.

R. A. Malone (L. S.)

Lillie B. Malone (L. S.)

Zera M. Stevens (L. S.)

Approved this 5th day of Dec 1955

Amie J. Smith
Clerk.