

STATE OF ALABAMA, 0
 0 TO ANY SHERIFF OF THE STATE OF ALABAMA:
COUNTY OF BALDWIN. 0

You are hereby commanded to summon THOMAS E. GIVENS to appear before the Circuit Court of Baldwin County, Alabama, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to plead, answer or demur to the complaint of THE GOODYEAR TIRE & RUBBER COMPANY, INC.

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

WITNESS my hand this 24 day of September, 1958.

THE GOODYEAR TIRE & RUBBER 0
COMPANY, INC., A Corporation, 0
 0
 0 Plaintiff,
 0
VS. 0
 0
THOMAS E. GIVENS, 0
 0
 0 Defendant. 0

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. NO. 8665

C O U N T O N E

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

One Size 221 14T017 General Electric Tele-
vision Set, Serial Number P42462;

with the value of the use thereof from, to-wit: May 10, 1958.

Robert J. Maddison
ATTORNEY FOR PLAINTIFF.

TO THE SHERIFF OF BALDWIN COUNTY, GREETING:

The plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property described in the above 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 ^{thirty} ~~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 the 24 day of September, 1958.

Entered Oct. 2, 1958
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Robert J. Maddison
CLERK.

Witness
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 3665

THE GOODYEAR TIRE & RUBBER
COMPANY, INC., A Corporation,
Plaintiff,

VS.

THOMAS E. GIVENS.

SUMMONS AND COMPLAINT.

FILED

SEP 29 1958
TELFAIR J. MASHBURN, JR.
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

*Defendant lives near
Seminole*

Received 29 day of Sept 1958
and on 8 day of Oct 1958
I served a copy of the within Deed
on Thomas E. Givens

By service on _____

TAYLOR WILKINS, Sheriff
By Edlugh Steadham D. S.

*By attaching the
within described
property and taking
in the Sheriff
possession,
Pltf made bond
10/15/58. Signed by
Subal Ins Co, Inslyr.
via & Subal Ins Co.
Billy M. Bell Property
released to Pltf's atty.
Sheriff claims 90 miles at
Ten Cents per mile Total \$ 9.00
TAYLOR WILKINS, Sheriff
BY Steadham
DEPUTY SHERIFF*

THE GOODYEAR TIRE & RUBBER COMPANY, 0
INC., a Corporation, 0

Plaintiff, 0

VS. 0

THOMAS E. GIVENS, 0

Defendant. 0

STATE OF ALABAMA, 0

COUNTY OF MOBILE. 0

Before me, the undersigned authority, personally appeared Billy M. Bell, who, being duly sworn, deposeth and saith, on oath: That the property sued for in the complaint of THE GOODYEAR TIRE & RUBBER COMPANY, INC., a Corporation, plaintiff, vs. THOMAS E. GIVENS, Defendant, belongs to the said plaintiff.

Sworn to and subscribed before me this 13TH day of September, 1958.

Billy M. Bell
NOTARY PUBLIC, MOBILE COUNTY, ALA.

STATE OF ALABAMA, 0
COUNTY OF BALDWIN. 0

KNOW ALL MEN BY THESE PRESENTS, That we, THE GOODYEAR TIRE & RUBBER COMPANY, INC, as principal, and FEDERAL INSURANCE COMPANY, as surety, are held and firmly bound unto THOMAS E. GIVENS in the sum of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS, to be paid to the said THOMAS E. GIVENS, his heirs, executors, administrators or assigns; for which payments, 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 16TH day of September, 1958,

THE CONDITION of the above obligation is such, That whereas the above bound "THE GOODYEAR TIRE & RUBBER COMPANY, INC., on the day of the date hereof hath obtained at the suit of THE GOODYEAR TIRE & RUBBER COMPANY, INC., A Corporation, Plaintiff, vs. THOMAS E. GIVENS, Defendant, 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 Baldwin County, Alabama, 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 damages 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.

THE GOODYEAR TIRE & RUBBER COMPANY, INC.,
by Billy M. Bell (SEAL)
_____(SEAL)

Approved this 28 day of September, 1958.

Cliff J. ...
CLERK.

FEDERAL INSURANCE COMPANY

R. P. Meier
R. P. MEIER, ATTORNEY-IN-FACT

Mary Jean Holt
MARY JEAN HOLT, ATTORNEY-IN-FACT

Filed Sept. 29, 1959

PLAINTIFF'S FORTHCOMING BOND

STATE OF ALABAMA, 0
 0
COUNTY OF BALDWIN. 0

KNOW ALL MEN BY THESE PRESENTS, That we, THE GOODYEAR TIRE & RUBBER COMPANY, INC., as principal, and FEDERAL INSURANCE COMPANY, as surety, are held and firmly bound unto THOMAS E. GIVENS in the sum of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS, for the payment of which well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly, severally and firmly by these presents.

SEALED WITH OUR SEALS, and dated this, the 15 day of September, 1958.

The condition of the above obligation is such that, whereas, the said GOODYEAR TIRE AND RUBBER COMPANY, INC., did, on the 15TH day of September, 1958, suet out of the Circuit Court of Baldwin County a writ of detinue, directed to any Sheriff of the State of Alabama, and commanding him to take into his possession the following property sued for in said action of detinue, to-wit: ONE, size 221 14T017 General Electric Television Set, Serial Number P42462, which said writ was placed in the hands of the Sheriff of Baldwin County on the ²⁹~~15~~ day of September, 1958, and executed by him on the ~~15TH~~ day of ^{October} September, 1958, by taking the above described property into his possession.

And whereas the said defendant in said suit has failed and neglected, for the space of five days from the taking into possession of said property by said Sheriff aforesaid, to give bond and take possession of said property as authorized by law.

Now, therefore, if the said GOODYEAR TIRE & RUBBER COMPANY, INC., plaintiff in said suit, shall deliver the above described property to the said THOMAS E. GIVENS, within thirty days after judgment, in case plaintiff shall fail to recover the same in said suit, and pay all damages for the detention of property and costs of suit, then, in that event, this obligation to be void, otherwise to remain in full force and effect.

FEDERAL INSURANCE COMPANY

THE GOODYEAR TIRE & RUBBER COMPANY, INC.,

R. P. MEIER, ATTORNEY-IN-FACT, mobile, ALA

by Billy M. Bell (SEAL)

MARY SEAN HOLT, ATTORNEY-IN-FACT, mobile, ALA

- Taken and approved (SEAL)

- 15 Oct 1958

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