

JOHN P. BEEBE
ATTORNEY AT LAW
ROBERTSDALE, ALABAMA

4142

January 19th, 1960.

Mrs. Alice J. Duck, Clerk,
Circuit Court, Baldwin County,
Bay Minette, Alabama.

Re: Matthews Furniture Company
vs
H. E. Barganier.

Dear Mrs. Duck:

I enclose Detinue Summons and Complaint in duplicate
in the matter of the above named.

The defendant lives on Route One, Robertsdale.

This is in connection with the matter we discussed yes-
terday.

Sincerely yours,

John P. Beebe

The State of Alabama, }
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Matthew Furniture Co., C. H. Matthew

and _____

are held and firmly bound unto H. E. Barginear

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 administrators.

Sealed with our seals and dated this _____ day of _____ 19____

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

C. H. Matthew did, on the 18 day

of Jan 1960 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: _____

One Hideaway Bed, Two Platform Rockers,

One Fiber Base Rug 9X15, One Felt Base Rug

which said writ was placed in the hands of Taylor Wilkins,

Sheriff of Baldwin County, Alabama, on the 18 day of January, 1960,

and executed by him on the 17 day of August, 1960, by taking into his possession the following property, to-wit:

One Hideaway Bed

Two Platform Rockers

And whereas the said H. E. Barginear, 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 C. H. Matthew 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.

Matthews Jan 8 (SEAL)

By C. H. Matthews (SEAL)

_____ (SEAL)

Taken and approved this 22 day of Jan 1960

[Signature]
Sheriff, Baldwin County, Ala.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Circuit Court, Baldwin County

REPLEVY BOND
OF PLAINTIFF

vs.

Taken and approved this _____

day of _____, 193_____

4142

FILED

JAN 18 1960

ALICE J. DUCK, CLERK
REGISTER

No. 4142

FILED
JAN 18 1960
ALICE J. DUCK, CLERK
REGISTER

The State of Alabama, }
Baldwin County

CIRCUIT COURT

No.

..... 19.....

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon H. E. BARGANIER

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 MATTHEWS FURNITURE COMPANY, a corporation

Witness my hand this 14 day of Jan 1960

W. J. ..., Clerk

COMPLAINT

MATTHEWS FURNITURE COMPANY,
a corporation,

H. E. BARGANIER,

Plaintiff Versus Defendant

COUNT ONE

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

One Hideaway Bed, Two Platform Rockers, One Fiber Base Rug 9X15,
and One Felt Base Rug,

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

from January 14th 1957, to 19.....

COUNT TWO

The Plaintiff claims of the Defendant the sum of Two Hundred Seventy Seven & 80/100 (\$277.80) Dollars, balance due by conditional sale contract made by him on the 14th day of December, 1957, and payable in monthly installments of Twenty-one & 45/100 (\$21.45)

beginning on the 14th day of each succeeding month thereafter, and of FIFTY (\$50.00) Dollars as a reasonable attorney's fee in the execution of the contract, and interest thereon at the rate of six percent per annum, compounded annually, to be paid by the defendant to the plaintiff on the 14th day of each month thereafter.

State of Alabama
Baldwin County

CIRCUIT COURT

Matthews Furniture Co.

Plaintiff

vs.

H. E. Barginear

Defendant

Detinue Summons and Complaint

Filed 1-18, 1960

Alvin J. Muck Clerk

Plaintiff's Attorney

Defendant's Attorney

next address:
#1, Robertsdale

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. Muck Clerk

89529
Muck

Defendant lives at

Received in office

1/20 1960

, Sheriff

I have executed this summons

this 8-17, 1960

by leaving a copy with

H. E. Barginear
and attaching the
within described
property
one Hideaway bed
two platform Rockers
and Storing at
Reid Matthews
Box #1, C. A. Matthews
8/20/60

Taylor Wilkins, Sheriff
Alvin J. Muck, Deputy Sheriff

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

Alvin J. Muck
DEPUTY SHERIFF

Printed by Moore Printing Co.

Robertsdale
Alvin

JOHN P. BEEBE
ATTORNEY AT LAW
ROBERTSDALE, ALABAMA

January 15th, 1960

Mrs. Alice J. Duck, Clerk,
Circuit Court,
Bay Minette, Alabama.

Dear Mrs. Duck:

I enclose summon and complaint in duplicate, affidavit and bond in the matter of Matthews Furniture Company, a corporation, vs. H. E. Barganier. (Detinue Suit)

Please file the matter and place in the hands of the Sheriff for service and levy on the personal property listed in the affidavit and bond.

Should the defendant fail to post bond within the time allowed by the statute the plaintiff shall post the second bond and obtain through the Sheriff the property listed.

Yours very truly,

