

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. B. Boyington 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 G. C. Coggin Company, Inc., a corporation.

Witness my hand this 21 day of December, 1960.

Oliver J. Luck
Clerk

G. C. COGGIN COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

W. B. BOYINGTON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

4524

COUNT ONE:

The Plaintiff claims of the Defendant the following personal property, viz:

One (1) 1959 Dodge One and One-Half (1½) Ton Truck
Serial or Motor Number M8D5H15054

with the value of the hire or use thereof during the detention, viz:
from the 15th day of December 1960.

COUNT TWO:

The Plaintiff claims of the Defendant \$3,391.20 due by Promissory Note made by the Defendant on November 18, 1959, and payable to American National Bank and Trust Company of Mobile, Alabama, and assigned by said bank to the Plaintiff on December 16, 1960, which said note was payable on the 15th day of December, 1960, together with interest thereon.

The Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collecting or

attempting to collect said note including a reasonable attorney's fee and the Plaintiff claims of the Defendant the further and additional sum of \$500.00 as such reasonable attorney's fee.

The Plaintiff further alleges that the Defendant did, in and by the terms of said note, waive as to the debt evidenced thereby or any extension or renewal thereof, all rights of exemption of personal property under the Constitution and the laws of the State of Alabama, and the Plaintiff claims the benefit of such waiver.

CHASON & STONE

By: _____

Malcolm S. Stone Jr.
Attorneys for Plaintiff

Defendant's address: Robertsdale, Ala.

Printed by Moore Printing Co.

STATE OF ALABAMA
COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY

Before me, WALTER M. LINDSEY, a Notary Public in and for said County,
personally appeared NORBORNE C. STONE, JR. who being by me
duly sworn deposes and says that the property sued for in the complaint of G. C. COGGIN
COMPANY, INC., filed in said Court, to-wit:
ONE (1) 1959 DODGE 1½ TON TRUCK
MOTOR NO. M8D5H15054

belongs to G. C. COGGIN COMPANY, INC., the plaintiff. AND
THAT HE IS THE ATTORNEY FOR G. C. COGGIN COMPANY, INC.

Sworn to and subscribed before me this 21

day of DECEMBER, 1960

Walter M. Lindsey
Notary Public

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, G. C. COGGIN COMPANY, INC.,
AS _____, Principal, and
THE FIDELITY & CASUALTY COMPANY OF NEW YORK, Sureties, are held and
firmly bound unto W. B. BOYINGTON, his heirs, executors and admin-
istrators in the sum of ONE HUNDRED Dollars,
for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-
trators.

Sealed with our seals and dated the 21ST day of DECEMBER, 1960

The condition of the above obligation is such that whereas, the above bound G. C. COGGIN
COMPANY INC., has on the 21ST day of
DECEMBER, 1960 sued out a writ of detinue in the Circuit Court of BALDWIN
County, returnable to the said Circuit Court against the said W. B. BOYINGTON
for the recovery of the following
described property, to-wit:

ONE (1) 1959 DODGE 1½ TON TRUCK MOTOR
NUMBER M8D5H15054

Now, if the said G. C. COGGIN COMPANY, INC., shall fail in said suit
and shall pay to the said W. B. BOYINGTON, the defendant in
said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to
be void, otherwise, to remain in full force and effect.

Taken and approved this 21 day of
December, 1960

Alice J. Luck
Clerk Circuit Court

BY: Norborne C. Stone, Jr. (SEAL)
AS ITS AGENT
THE FIDELITY & CASUALTY (SEAL)
COMPANY OF NEW YORK
BY: Walter M. Lindsey (SEAL)
AS ITS AGENT

The State of Alabama, {

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, G. C. COGGIN COMPANY, INC.,

A CORPORATION,

and FIDELITY & CASUALTY COMPANY OF NEW YORK

are held and firmly bound unto W. B. BOYINGTON

in the sum of THREE THOUSAND (\$3,000.00) * * * * * Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Scaled with our seals and dated this 6TH day of JANUARY 1961

The condition of the above obligation is such that whereas the said G. C. COGGIN

COMPANY, INC., did, on the 21ST day

of DECEMBER 1960 sue out of the CIRCUIT Court of BALDWIN COUNTY, ALA. a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the

following property, to-wit:

ONE (1) 1959 DODGE 1½ TON TRUCK, MOTOR

NUMBER M8D5H15054

which said writ was placed in the hands of TAYLOR WILKINS,

Sheriff of Baldwin County, Alabama, on the 21ST day of DECEMBER, 1960,

and executed by him on the 28TH day of DECEMBER, 1960, by taking into his possession the following property, to-wit:

ONE (1) 1959 DODGE 1½ TON TRUCK, MOTOR

NUMBER M8D5H15054

And whereas the above ~~bound~~ W. B. BOYINGTON

Defendant in said suit, has, within five days from the execution of said writ, ~~entered into and executed this~~ FAILED TO EXECUTE BOND as required by law and thereby obtained possession of said property seized under this writ.

Now if the said G. C. COGGIN COMPANY, INC., ~~DEFENDANT~~ is cast in said suit and within thirty days after judgment deliver the property aforesaid to the ~~defendant~~ and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.

BY: Melburn O. Stone, Jr. (SEAL)

AS ITS AGENT
THE FIDELITY & CASUALTY COMPANY (SEAL)
OF NEW YORK

BY: William L. Lasee (SEAL)

AS ITS ATTORNEY-IN-FACT

Taken and approved this 6TH day of JANUARY 1961

Taylor Wilkins
Sheriff, Baldwin County, Ala.