

41615

THOMAS J. EARLE, INC.	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
EUGENE SELLS	X	
Defendant	X	

Comes the defendant, Eugene Sells, and for answer to said complaint filed in said cause shows unto this Honorable Court as follows:

-1-

That defendant pleads non detinet.

-2-

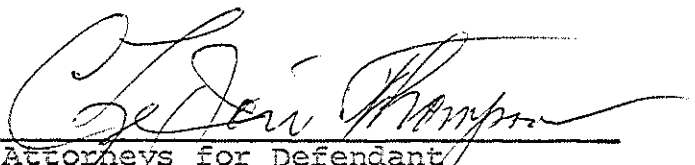
Defendant suggests that plaintiff's claim is based on a chattel mortgage and requires that plaintiff disclose the amount of the said mortgage debt.

-3-

Defendant denies the allegations of said complaint as untrue.

THOMPSON & WHITE

FILED
MAY 3 1961
ALICE L. DUCK, CLERK
REGISTER

BY: 
Attorneys for Defendant

THOMAS J. EARLE, INC.

Plaintiff

vs

EUGENE SELLS

Defendant

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

Comes the defendant in the above styled cause and respectfully asks for a jury trial in said cause.

THOMPSON & WHITE

BY: Mary Thompson White
Attorneys for defendant.

FILED
MAR 30 1951
ALICE J. DUCK, Clerk

THOMAS J. EARLE, INC.

Plaintiff

vs

EUGENE SELLS

Defendant

X

X

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Now comes the defendant, Eugene Sells, specially, for the special purpose of this motion and no other and moves the Court to quash the writ of detinue issued in this cause, and the levy made thereon, and assigns the following grounds:

-1-

That the affidavit upon which said writ of detinue was issued fails to state the amount of debt or demand, and fails to allege that it is justly due or to become due.

-2-

That said detinue was sued out and said writ of detinue was issued without the plaintiff being required to make or execute a suitable detinue - replevy bond, and violation of Code 1940, Tit. 7, section 849, the defendant being a resident of the State of Alabama.

THOMPSON & WHITE

BY: Mary Thompson White
Attorneys for the Defendant, Who
Appear Specially for the Purpose
of This Motion and No Other.

FILED
MAR. 28 1961
ALICE J. DUCK, Clerk

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT

No. _____ 194_____

To Any Sheriff of the State of Alabama :

You Are Hereby Commanded to Summon Eugene Sells

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 Thomas J. Earle,
Inc., a corporation.

Witness my hand this 28th day of February 1961

Oliver J. Duck, Clerk.

COMPLAINT

THOMAS J. EARLE, INC., EUGENE SELLS,

A Corporation, Plaintiff Versus Defendant

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

One (1) Ferguson 20 Tractor - 1953 Model

One (1) 1952 Chevrolet Truck Serial No. 8VWC2500

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

from February 27 1961, to February 28, 1961

Stinson & Stone, Plaintiff's Attorney.

No. 4615 Page _____

STATE OF ALABAMA
Baldwin County
CIRCUIT COURT

THOMAS J. EARLE, INC.,

A Corporation, Plaintiff

vs.

EUGENE SELLS,

Defendant

Detinue Summons and Complaint

Filed Feb 28, 1946

Alice J. Duck, Clerk

Plaintiff's Attorney

Defendant's Attorney

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

Alice J. Duck, Clerk.

Defendant lives at

Received in office

, 1946

, Sheriff.

I have executed this summons

this 1 March, 1946
by leaving a copy with

Eugene Sells

attached

One (1) Ferguson

30 Tractor 1953 Model

One (1) 1952 Chevrolet at jail

Truck Serial No 8VWC 2500

2 Def. made bond 3/6/46
By Eugene Sells, R. J. Corp.
Property returned to

Def

Taylor Wilkins

, Sheriff

W. A. Talbert

Deputy Sheriff

15 miles north of B.M.

Sheriff claims 30 miles at
Ten Cents per mile Total \$ 3.00
TAYLOR WILKINS, Sheriff
BY Eugene Sells
DEPUTY SHERIFF

STATE OF ALABAMA }

BALDWIN COUNTY }

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

Before me, Blanche White, a Notary Public in and for said County, personally appeared Thomas J. Earle who being by me duly sworn deposes and says that the property sued for in the complaint of Thomas J. Earle, Inc., a corporation filed in said Court, to-wit:

1 Ferguson 20 Tractor, 1953 model

1 1952 Chevrolet Truck, serial # 8VWC2500

belongs to Thomas J. Earle, Inc., a corporation, the plaintiff.

Sworn to and subscribed before me this 28th

day of February, 19 61

Blanche White
Notary Public

STATE OF ALABAMA }

BALDWIN COUNTY }

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Thomas J. Earle, Inc., a corporation, as Principal, and the undersigned as Sureties, are held and firmly bound unto Eugene Sells, his heirs, executors and administrators in the sum of Twenty-five (\$25.00) Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the 28th day of February, 19 61.

The condition of the above obligation is such that whereas, the above bound Thomas J. Earle, Inc., a corporation, has on the 28th day of February, 19 61 sued out a writ of detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said Eugene Sells for the recovery of the following described property, to-wit:

1 Ferguson 20 Tractor, 1953 model

1 1952 Chevrolet Truck, serial # 8VWC2500

Now, if the said Thomas J. Earle, Inc., a corporation, shall fail in said suit and shall pay to the said Eugene Sells, 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. **THOMAS J. EARLE, INC., A CORPORATION**

Taken and approved this 28 day of Feb By: Thomas J. Earle (SEAL)

As President

Feb, 19 61 Thomas J. Earle (SEAL)

Alvin J. Luck (SEAL)
Clerk, Circuit Court

No. 4615

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

THOMAS J. EARLE, INC.,
A CORPORATION

Plaintiff

vs.

EUGENE SELLS

Defendant

Detinue — Affidavit and Bond

Filed this 28 day of Feb., 1961.

W. J. [Signature]
Clerk

The State of Alabama, {
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Eugene Sells

and _____

are held and firmly bound unto Thomas J. Earle, Inc.

in the sum of Twelve Hundred (\$1200.00) 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 _____

Thomas J. Earle

did, on the 28th day

of February 1961 sue out of the Circuit Court of Baldwin County 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 Ferguson 20 Tractor- 1953 Model

One 1952 Chevrolet Truck Serial # 8VWC2500

which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the 28 day of February, 1961, and executed by him on the 1 day of March, 1961, by taking into his possession the following property, to-wit:

same as above

And whereas the above bound Eugene Sells,

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

Now if the said Thomas J. Earle is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff 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.

Eugene Sells

(SEAL)

R. L. Cox

(SEAL)

(SEAL)

Taken and approved this 6th day of March 1961

Taylor Wilkins
 Sheriff, Baldwin County, Ala.

\$ 900⁰⁰ FOLEY, ALA., 11-1, 1959
12 month AFTER DATE, WITHOUT GRACE J. PROMISE TO PAY
 TO THE ORDER OF BRUNSON NET SHOP, FOLEY, ALA.
Nine hundred and no/100 DOLLARS
 FOR VALUE RECEIVED, WITH INTEREST AT 7 PER CENT. PER ANNUM FROM
 UNTIL PAID.
 PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.
 The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.
Harvey Rhodes SEAL
 DUE _____ SEAL

\$ 12 330⁷⁹ FOLEY, ALA., 5-25-, 1960
One year AFTER DATE, WITHOUT GRACE J. PROMISE TO PAY
 TO THE ORDER OF BRUNSON NET SHOP, FOLEY, ALA.
Twelve thousand three hundred thirty and 79/100 DOLLARS
 FOR VALUE RECEIVED, WITH INTEREST AT _____ PER CENT. PER ANNUM FROM
 UNTIL PAID.
 PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.
 The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.
X Harvey Rhodes SEAL
 DUE _____ SEAL

The endorers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorers, or otherwise; and each endorsed expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

x Harvey Rhodes

5/14/60 - \$440.00
7-22-60 237.57

The endorers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorers, or otherwise; and each endorsed expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.