

CODE 205  
Telephone: 928-9836

LAW OFFICES

Mailing Address  
P.O. BOX 471

E. G. RICKARBY  
35 SOUTH SECTION STREET  
FAIRHOPE, ALABAMA 36532

April 12, 1966

6867

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

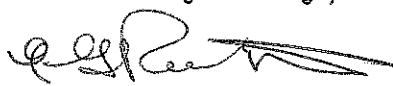
Inre: Weatherby Furniture Co., of Chickasaw  
Vs: Barbara Lee  
Our File: 66-48

can # 6867

Would you please present this letter to Judge Mashburn, together with the docket sheet so that I can get a judgment by default. I think the judgment by default releases my bond.

Would you then write me a letter that the judgment has been rendered for the furniture for client and send me a cost bill and oblige.

Yours very truly,



EGR/jlb  
Encl.  
4-20-66

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FAIRHOPE, ALABAMA 36532

April 12, 1966

Honorable Telfair J. Mashburn  
Circuit Judge  
Bay Minette, Alabama

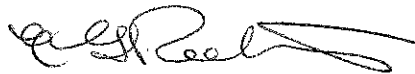
Dear Judge Mashburn:

Inre: Weatherby Furniture Co., of Chickasaw  
Vs: Barbara Lee  
Our File: 66-48

With this I am sending you affidavit of Credit Manager of Weatherby Furniture and ask for a judgment by default in the above-mentioned cause and ask you to consider this affidavit as testimony, which is admissible under the special Court rules, as I understand it.

Many thanks.

Yours very truly,



EGR/jlb  
Encl.  
4-20-66

WEATHERBY FURNITURE CO. OF CHICKASAW, ) IN THE CIRCUIT COURT  
 INC., A Corporation, )  
 ) OF  
 PLAINTIFF, ) BALDWIN COUNTY, ALABAMA  
 VS. )  
 ) AT LAW  
 BARBARA LEE, )  
 ) Case No. 6867  
 DEFENDANT. )

COUNT ONE

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

- ✓1 228-30 China
- ✓1 CBFC115F 2-door Hot Point refrigerator Bronzestone 15 cb.ft.
- ✓1 23-0420 4/6 Special Foam Mattress & Box Spring - Englander
- ✓1 29 Mansfield (CMC) Yellow Chairs
- ✓1 Tension Ease InnerSpring Mattress & Box Spring - Englander
- ✓2 / 532 Lamp
- ✓2 609 Lamp - blue
- ✓1 24x31 picture A/3 Special
- ✓1 Floor Lamp
- ✓2 Early American Pictures - Match set
- ✓1 Set dishes
- ✓1 Maple Bar Stool,

with the value of the hire or use thereof during the detention, viz., from the 12th. day of May 1965.

COUNT TWO

The Plaintiff claims of the Defendant \$1,028.60, damages for the conversion by her on the 12th. day of May 1965 of the following chattels:-

- 1 228-30 China
- 1 CBFC115F 2-door Hot Point Refrigerator Bronzestone 15 cb ft.
- 1 23-0420 4/6 Special Foam Mattress & Box Spring -Englander
- 1 29 Mansfield (CMC) Yellow Chair
- 1 Tension Ease Inner Spring Mattress & Box Spring - Englander
- 2 532 Lamp
- 2 609 Lamp Blue
- 1 24x31 Picture A/3 Special
- 1 Floor Lamp
- 2 Early American Pictures - Match set
- 1 Set dishes
- 1 Maple Bar Stool,

the property of the Plaintiff.

Defdt s Address:-

She can be served at her employment:-  
 Albert Elmore & Co.,  
 928 Telegraph Road, Prichard, Ala.  
 Defdt. resides in Daphne, Alabama.

J. G. Bennett  
 J. G. Bennett,  
 Attorney for Plaintiff.

E. G. Rickarby  
 E. G. RICKARBY, Attorney  
 for Plaintiff.

No. \_\_\_\_\_

COURT

BALDWIN COUNTY

WEATHERBY FURNITURE COMPANY OF  
CHICKASAW, INC., A Corporation

VS. { Detinue Forthcoming  
Bond by Plaintiff

BARBARA LEE

THE STATE OF ALABAMA  
BALDWIN COUNTY.

DETINUE BOND AND AFFIDAVIT.

W. A. NOLAND, Mgr.,  
WEATHERBY FURNITURE CO. OF CHICKASAW, INC., A Corporation, as Principal,  
and M. E. Weatherby and Ernest M. Foster, as Sureties,

BARBARA LEE, her  
are held and firmly bound unto

heirs, executors and administrators, in the  
sum of \$2,600.00 Dollars, for  
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly  
and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of February, A. D. 19 66

The Condition of the above Obligation is such, That whereas the above bounden

WEATHERBY FURNITURE CO. OF CHICKASAW, INC., A Corporation, has, on

the 15th day of February 19 66, sued out from the office of the

Baldwin

Clerk of the Circuit Court of Baldwin, in the State of Alabama, a Writ of Detinue, returnable to the present

Baldwin

term of said Circuit Court of Baldwin against the said BARBARA LEE

for the recovery of the following property

to-wit

NOW, if the said WEATHERBY FURNITURE CO. OF CHICKASAW, INC., A Corp. shall fail

in said suit, and shall pay to the said BARBARA LEE

the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said

Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

WEATHERBY FURNITURE CO. OF CHICKASAW, INC., A Corp  
By:- W. A. Noland (Seal)

M. E. Weatherby (Seal)

Ernest M. Foster (Seal)

approved

2-16-66

Cliff Frank  
clerk

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

WEATHERBY FURNITURE COMPANY

OF CHICKASAW, Inc. A Corp

Plaintiff.

VS.

Barbara Lee

Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed 2-16-67 19

Alice J. Duck Clerk.

171

E. G. Bickarby 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  
Register of the

FEB-17 1966 19

TAYLOR WILKINS Sheriff.

I have executed this summons

this 3/4 1966

by leaving a copy with

Barbara Lee

54  
540  
Roy Randall

Taylor Wilkins, Sheriff

Roy Randall, Deputy Sheriff

Dayme

Attached the following property -

March 5, 1966:

1 228-20 China

1 CBFC115F 2 door hot point ref.

Bronzestone 15 cb. ft.

1 23-0420 4/6 Special Foam

mattress & box spring-Englander

2 532 lamp

2 609 lamp-blue

1 24X31 picture a/3 special

1 floor lamp

2 early american pictures-match set

1 set dishes

1 maple bar stool

Pltf. made bond 3-10-66 by:

Weatherby Furniture Co., W. A.

Noland, M. C. Weatherby, Ernest

M. Foster. Property released

to plaintiff.

Taylor Wilkins, Sheriff

By: Roy Randall, D. S.

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

No. 6867

19

To Any Sheriff of the State of Alabama:

You Are Hereby Commanded to Summon

Barbara Lee

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

Weatherby Furniture Company of Chickasaw

Witness my hand this 16 day of February, 1966

*Alice J. Leach*, Clerk.

COMPLAINT

Plaintiff Versus Defendant

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

Colplaint Attached

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

from 19 to 19

Plaintiff's Attorney.

THE STATE OF ALABAMA,  
Mobile County

DETINUE AFFIDAVIT

a Notary Public

PERSONALLY appeared before me, ~~JOHN W. MADDALA, Clerk of the Circuit Court of Mobile County,~~  
W. A. NOLAND, Mgr., WEATHERBY FURNITURE CO. OF CHICKASAW, INC.,  
A Corporation,

who, being duly sworn deposes and says, that the property sued for in the complaint of  
WEATHERBY FURNITURE CO. OF CHICKASAW, INC., A Corporation,  
Vs. BARBARA LEE

to-wit:

WEATHERBY FURNITURE CO. OF CHICKASAW, INC., A Corp.,  
belongs to the said Plaintiff.

Sworn to and subscribed the 15th. day  
of Feb., 19 66, before me.

*Rosemary D. Walter* Clerk.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

*W. A. Noland*  
Affiant

No. 6867  
CIRCUIT COURT

~~MOBILE~~ COUNTY

BALDWIN

WEATHERBY FURNITURE CO. OF  
CHICKASAW, INC., A Corp.

VS. } Detinue Affidavit  
and Bond

BARBARA LEE

Filed day of 19

Clerk Circuit Court, Mobile County  
Baldwin

Attorney



6867

STATE OF ALABAMA  
County of Baldwin

W. A. NOLAND, Mgr., WEATHERBY FURNITURE  
KNOW ALL MEN BY THESE PRESENTS, That we, COMPANY OF CHICKASAW, INC., A Corp.  
as Principal, and M. E. Weatherby and Ernest M. Foster, as Sureties, are held and firmly bound  
unto BARBARA LEE

in the sum of \$2,600.00

for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our  
heirs, executors and administrators. Sealed with our seals and dated this 15th. day  
of XXIX Feb. in the year of our Lord, one thousand, nine hundred and sixty-six

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said  
WEATHERBY FURNITURE COMPANY OF CHICKASAW, INC., A Corporation,  
did, on the 15th day of February, (1), sue out in the Circuit Court Court  
of Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him  
to take into his possession the following described property, to-wit:

which said writ was placed in the hands of Mr. Ray D. Bridges  
Sheriff of the County of Mobile, on the day of 1966, by taking into his  
possession the following described property, to-wit:

and whereas the said BARBARA LEE  
defendant in said writ, has failed and neglected, the 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 is the said WEATHERBY FURNITURE CO. OF CHICKASAW, INC.,  
A Corporation,

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment,  
and pay 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.

WEATHERBY FURNITURE CO. OF CHICKASAW, INC.  
A Corp.

By: W. A. Noland (Seal)  
M. E. Weatherby (Seal)  
Ernest M. Foster (Seal)

Taken and approved this 10 day of March 1966

Sheriff, Baldwin County, Alabama  
Baldwin

This is to certify that this bond is signed  
by two good and sufficient sureties and if  
presented to me I would accept same.

Sheriff, Mobile County, Ala.

By: Ray F. Bridges, Sheriff

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Supervisor  
Sheriff, Baldwin  
County Ala.

STATE OF ALABAMA,  
COUNTY OF MOBILE,

Before me, the undersigned Notary Public, personally appeared WILLIAM A. NOLAND, who being first duly sworn, deposes and says that he is the Credit Manager for WEATHERBY FURNITURE COMPANY OF CHICKASAW, INC., a Corporation; and that he is familiar with the books of the Plaintiff and knows the status of the account of the Plaintiff against the Defendant.

Affiant further states that the Defendant, MRS. BARBARA LEE, purchased the goods described in the Complaint from the Plaintiff, as shown by two signed conditional sales contracts numbered 34106 and 34093, the originals of which are signed by the Defendant and are attached to this affidavit.

Affiant further states that both of said contracts are in default and were in default at the time the suit was filed and that according to the books of said company, the Defendant owed on said contracts, the sum of ONE THOUSAND TWENTY-EIGHT AND 60/100 DOLLARS (\$1,028.60), and still owes said sum and that the goods sued for were in possession of the Defendant and were found at the Defendant's house in Daphne, Baldwin County, Alabama, when the Sheriff went to repossess them and said goods were repossessed by the Sheriff.

WHEREFORE, Plaintiff prays for Judgment for the goods sued for.

William A. Noland  
WILLIAM A. NOLAND

Subscribed and sworn to before me this the 11<sup>th</sup> day of

April, 1966.

Rosemary B. Watson  
Notary Public, Mobile County,  
Alabama.

FILED  
APR 14 1966  
ALICE J. DUCK, CLERK  
REGISTER

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# CONTRACT OF CONDITIONAL SALE

WEATHERBY FURNITURE CO., INC.  
 WEATHERBY FURNITURE CO. OF SPRINGDALE, INC.  
 WEATHERBY FURNITURE CO. OF CHICKASAW, INC.  
 WEATHERBY FURNITURE CO. OF PRICHARD, INC.

Date May 6 1965 No. 34093

Type Sale: Cash ☐ Charge ☐ T. P. ☐ ACCT. NO.

Phone: No Phone N. O. P. O.

a Corporation, hereinafter called the Seller, Sells for

Full Name Mrs Barbara Lee

Address 357 West Dr Smyth Harbor

Ship To 2819 Warren Place  
Whistler

Pulled For Del'y: (Date) (Time) (Initials)

Remarks:

OK'ED BY

Signature of Person Who Rec'd Merchandise

Deliverer Salesman: Jack Bassett

CODE	QUAN.	NUMBER	FINISH	ARTICLE	DOLLARS	CENTS
<u>BROE</u>	<u>1</u>			<u>Tennison Case 15 Matt + Box Spring</u>	<u>149</u>	<u>95</u>
<u>ORK</u>	<u>2</u>	<u>532</u>	<u>Lamp</u>	<u>Englander</u>	<u>28</u>	<u>00</u>
<u>IBK</u>	<u>2</u>	<u>609</u>		<u>Lamp Blue</u>	<u>14</u>	<u>00</u>
<u>OCK</u>	<u>1</u>			<u>24X31 Picture A13 Special</u>	<u>13</u>	<u>95</u>
<u>KET</u>	<u>1</u>			<u>Floor Lamp</u>	<u>9</u>	<u>95</u>
<u>ROK</u>	<u>2</u>			<u>Early Amer. Picture</u>		
				<u>match set</u>	<u>14</u>	<u>00</u>
<u>KET</u>	<u>1</u>			<u>Set Dishes</u>	<u>14</u>	<u>95</u>
<u>OK</u>	<u>1</u>			<u>Maple Bar Stool</u>	<u>9</u>	<u>95</u>
				<u>30 Day. Cash</u>		

Purchaser agrees to pay for said property the sum of \$ 267.50 payable

\$ in cash. Balance due by purchaser payable in

until paid in full.

1st Payment due

## IT IS FURTHER AGREED:

The title to said property and any additions thereto or substitutions therefor, shall remain in the Seller until the purchase price with any other sums which may become due for repairs or replacements or otherwise hereunder, have been paid in full.

Purchaser acknowledges receipt of said property in good condition and agrees that it shall not be moved from the place of delivery without the written consent of the Seller; to keep said property in good condition and free from any encumbrance. Should the purchaser default in the payment of any installment of the purchase price, be declared a bankrupt or file petition for extension of debts under bankruptcy law, or violate any other condition of this agreement, the Seller shall have the right to declare the full amount of the unpaid purchase price due and payable forthwith, or to repossess said property, and for that purpose may enter any place wherever said property may be and seize it, with or without legal process; all damages resulting from such seizure being hereby expressly waived. Failure to exercise option at any time shall not bar the right to exercise it for the same or later default.

In event of repossession by Seller, all amounts paid may be retained as liquidated damages and rent for the property, or Seller shall have the right at its option to sell said property at public or private sale, to credit the indebtedness hereunder with the net proceeds of such sale, and to recover from the purchaser the balance due hereunder.

Neither the loss, destruction, injury or damage to said property shall in anywise affect the obligation of the purchaser for the full amount of the liability hereunder. Purchaser agrees to pay all costs of collection incurred by Seller including a reasonable attorney fee, and waives all rights to exemptions as to any indebtedness hereunder.

Purchaser agrees to maintain fire insurance on the goods herein described for not less than the balance due on the purchase price, with loss payable to Seller. It is agreed in the event purchaser shall during the life of this contract purchase additional merchandise from the Seller, or become indebted for repairs or services rendered in connection with said merchandise, then any payment made by purchaser may be applied at Seller's option either to the payment of such additional account or to the account of the Purchaser generally, and to secure full payment Seller shall have a lien on all said merchandise.

This instrument embodies the entire contract between the parties and no verbal representations or agreements will be recognized by either party.

IN WITNESS WHEREOF the Seller and the Purchaser have hereunto set their hands and seals on this the

day of May 6 1965  
 FOR THE SELLER: D. Bassett  
 By

Barbara Lee  
 PURCHASER (Seal)

30148

Residence Phone:	How Long At Present Address?	Former Address:
Owns Home?	Rents From (Name & Address):	
Employed By:	How Long?	Wife or Husband First Name:
Husband or Wife Employed by:	How Long?	
Own Automobile?	Purchased From:	Dependents:
Household Furnishings Insured?	With Whom?	For How Much?
Name Of Bank:	Checking Account?	Savings?
If in Service, Give Rank, Org., & Serial No.		Ever Been Garnisheed
Nearest Relative:		What Relation?
Address Of Nearest Relative:		
Personal References:		
Address:		
Trade References:		
Trade References:		

REMARKS:

11/15

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1 228-30 China

- 1 CRFC115P 2-door Hot Point Refrigerator Bronzestone 15 cb ft.
- 1 23-0420 4/6 Special Foam Mattress & Box Spring - Englander
- 1 29 Mansfield (CNC) Yellow Chair
- 1 Tension Base Inner Spring Mattress & Box Spring - Englander
- 2 532 Lamp
- 2 609 Lamp Blue
- 1 24x31 Picture A/3 Special
- 1 Floor Lamp
- 2 Early American Pictures - Match set
- 1 Set dishes
- 1 Maple Bar Stool,

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