

2382

STATE OF ALABAMA }

County of ~~Mobile~~
Baldwin

Southern Gulf Lumber Co., a

KNOW ALL MEN BY THESE PRESENTS, That we, d/b/a Delaney's

as Principal, and Broadus, Pierce and Dickerson, as Sureties, are held and firmly bound
Bonding Company
unto Danny Slay

in the sum of ONE THOUSAND AND 00/100 (\$1000.00)

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
day of _____ in the year of our Lord, one thousand, nine hundred and fifty four.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
Southern Gulf Lumber Co., a Corp., d/b/a Delaney's

did, on the 11th day of Sept., 1954, sue out in the Circuit Court
of Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, com-
manding him to take into his possession the following described property, to-wit:

One Kelvinator Electric Range, Model No. ER93, Serial No. 707929,
One Zenith Television Set, Serial No. 1131782, One Television Table

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

Sheriff of the County of Mobile, on the _____ day of _____, 1954, by taking into his
possession the following described property, to-wit: One Kelvinator Electric Range,
Model No. ER93, Serial No. 707929, One Zenith Television Set, Serial
No. 1131782, One Television Table

and whereas the said Danny Slay
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 is the said Southern Gulf Lumber Co., a Corp., d/b/a Delaney's

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 ob-
ligation to be void, otherwise to remain in full force and effect.

Southern Gulf Lumber Co., a Corp., d/b/a Delaney's

By: James B. Drenya (Seal)
Its Agent
Andrew (Seal)
On Brochure
B. Drenya at input

Taken and approved this the 18 day of Oct, 1954

Taylor Wilkins
Sheriff, Mobile County, Alabama
Baldwin

I hereby certify that, were the above Detinue Bond presented to me as
Clerk of this Court, I would approve the same. September 10, 1954.

John E. Mandeville
JOHN E. MANDEVILLE,
Clerk, Circuit Court, Mobile County, Ala.

COLLINS, GALLOWAY AND MURPHY

ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

October 16, 1954

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY

Hon. Taylor Wilkins, Sheriff
Baldwin County
County Court House Building
Bay Minette, Alabama

Re: Southern Gulf Lumber
Co., d/b/a Delaney's
Vs: Danny Slay and
William G. Mitchell

Dear Sir:

Enclosed herewith please find the forthcoming bond
for each of the above styled cases.

I believe these bonds are due on Monday, October 18,
and if the Defendants have not posted bond it will be
appreciated if you will approve and accept the same.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

by: Thomas M. Galloway
THOMAS M. GALLOWAY

TMG/fh
Encls: 2

SOUTHERN GULF LUMBER CO., : IN THE CIRCUIT COURT OF
A Corp., d/b/a DELANEY'S, :
Plaintiff, : BALDWIN COUNTY, ALABAMA
vs: :
DANNY SLAY, : AT LAW
Defendant. : NO. 2382

JUDGMENT

This day came the Plaintiff by his attorney, and the Defendant failing to appear and plead, but making default, now, after hearing the evidence, and a Non Military affidavit being filed in accordance with the provisions of the Soldiers and Sailors relief act, and on motion of Plaintiff, who has made proof that the Defendant was in possession of the property sued for at the time of the commencement of this suit, it is

Considered, ordered and adjudged by the Court:

1. That judgment be and the same is hereby rendered in favor of the Plaintiff and against the Defendant for the property sued for and described in the complaint, viz:

One Kelvinator Electric Range, Model No.

ER93, Serial No. 707929.

One Zenith Television Set, Serial No.

1131782.

One Television Table.

2. That said property being in the possession of the Defendant the alternate value of said property be and the same is hereby assessed as follows:

One Kelvinator Electric Range, Model No.

ER93, Serial No. 707929, alternate value _____

One Zenith Television Set, Serial No.

1131782, alternate value _____

One Television Table, alternate value _____

3. That the Plaintiff have and recover of the Defendant the costs of court in this matter, and for all of which let execution issue.

Done this 16th day of November, 1954.

COLLINS, GALLOWAY AND MURPHY

ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

November 22, 1954

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY

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

Re: Southern Gulf Lumber Co.,
a Corp., d/b/a Delaney's
Vs: William G. Mitchell and
Helen Mitchell.
Danny Slay

Dear Mrs. Duck:

Enclosed herewith please find Judgments and Non-Military Affidavits to be filed in the above styled cases.

As I do not have in my office the alternate value to be placed on the property would you please get these amounts from the bench notes and place them in the Judgments in the space provided in each Judgment.

Very truly yours,


THOMAS M. GALLOWAY

TMG/fh
Encls:

SOUTHERN GULF LUMBER CO., A

Corp., d/b/a DELANEY'S

Plaintiff

VS.

DANNY SLAY

Defendant

IN THE CIRCUIT COURT

OF

BALDWIN

~~MOBILE~~ COUNTY, ALABAMA

AT LAW.

NO. 2382

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA |
BALDWIN |
COUNTY OF ~~MOBILE~~ |

NOW comes, Thomas M. Galloway, Attorney for Plaintiff
who being first duly sworn, deposes and says that the Defendant
herein, Danny Slay was not at the time
of the filing of this suit, and is not now, in the Military or
Naval Service of the United States.

The Defendant resides at c/o Lowell's Cafe,
Fairhope, Alabama

Thomas M. Galloway

SWORN to and subscribed before me,
this the 15 day of November,
1954.

Thomas Murphy
Notary Public, Mobile County, Ala.

Filed 11-23-54

CLERK.

THE STATE OF ALABAMA,

Mobile County
Baldwin

DETINUE BOND AND AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS, That We, Southern Gulf Lumber Company
a Corp. d/b/a Delaney's and Broadus, Pierce and Dickerson Bonding
Company

are held and firmly bound unto Danny Slay

heirs, executors and administrators, in the
 sum of ONE THOUSAND AND 00/100 (\$1,000.00) 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.

Scaled with our seals and dated this 10th day of Sept., A. D. 1954

The Condition of the above Obligation is such, That whereas the above bounden Southern Gulf
Lumber Co., a Corp., d/b/a Delaney's has, on
 the day of 1954, sued out from the office of the
Baldwin
 Clerk of the Circuit Court of Mobile, in the State of Alabama, a Writ of Detinue, returnable to the
Baldwin
 present term of said Circuit Court of Mobile against the said Danny Slay

for the recovery of the following property,
 to-wit: One Kelvinator Electric Range, Model No. ER93, Serial No. 707929
One Zenith Television Set, Serial No. 1131782, One Television Table

NOW, if the said Southern Gulf Lumber Co., a Corp., d/b/a Delaney's shall fail
 in said suit, and shall pay to the said Danny Slay

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.
Southern Gulf Lumber Co., a Corp., d/b/a Delaney's

FILED

9-11-54

MADE I. QUICK, Clerk

By: James B. Drange (Seal)
Its Agent (Seal)Dr. Broadus (Seal)By Dr. Broadus at test

I hereby certify that, were the above Detinue Bond presented to me as
 Clerk of this Court, I would approve the same, September 10, 1954.

JOHN E. MANDEVILLE,

Clerk, Circuit Court, Mobile County, Ala.

SOUTHERN GULF LUMBER CO., : IN THE CIRCUIT COURT OF
A Corp., d/b/a DELANEY'S, :
Plaintiff, : BALDWIN COUNTY, ALABAMA
vs: :
DANNY SLAY, : AT LAW
Defendant. : NO. 2382

AMENDED COMPLAINT

Comes the Plaintiff and amends Count One of the Complaint heretofore filed in this matter to read as follows:

COUNT ONE

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

One Kelvinator Electric Range, Model
No. ER93, Serial No. 707929.
One Zenith Television Set, Serial
No. 1131782.
One Television Table.

With the value of hire or use thereof during the detention viz: From the 10th day of July, 1954.

Plaintiff avers that the above described property was purchased by the Defendant by virtue of a conditional sales contract, wherein he agreed to pay a reasonable attorney's fee, and the Plaintiff avers that it should be awarded a reasonable fee in the sum of EIGHTY FIVE AND 00/100 (\$85.00) DOLLARS.

Plaintiff further avers that in said conditional sales contract wherein the title to the above described goods was retained by the Plaintiff that the Defendant did waive all rights in and to his exemption of personal property under the Constitution and laws of the State of Alabama.

COLLINS, GALLOWAY & MURPHY

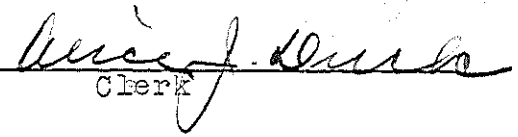
By: Thomas M. Galloway
ATTORNEY FOR PLAINTIFF

The Plaintiff Southern Gulf Lumber Company, a Corporation d/b/a Delaney's having made affidavit and given bond, as required by Title 7, Section 918, of the Code of Alabama, the Sheriff is required to take the property mentioned in the within complaint into his possession, unless the Defendant give bond, payable to the Plaintiff, with sufficient surety in double the amount of the value of the property, with conditions that if the Defendant is cast in the suit, will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

FILED

9-24-54

ALICE I. DUCK, Clerk


Clerk