

COLLINS, GALLOWAY AND MURPHY  
ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA

October 6, 1954

TELEPHONE 20568

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

2400

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

Re: Delaneys vs. William G. Mitchell

Dear Mrs. Duck:

Enclosed herewith please find a detinue suit to be filed in your Court. It is our desire to have the Sheriff pick up the property and therefore I have attached to the complainant a writ and I am also enclosing a detinue bond.

Would you please notify me when this suit has been filed.

Very truly yours,

  
THOMAS M. GALLOWAY

TMG:mlg  
Encl: 2

STATE OF ALABAMA }

County of ~~Mobile~~  
Baldwin

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

KNOW ALL MEN BY THESE PRESENTS, That we,

as Principal, and Broadus, Pierce and Dickerson, as Sureties, are held and firmly bound unto William G. Mitchell and Helen Mitchell, separately and severally

in the sum of One Thousand Two Hundred Fifty and 00/100 (\$1250.00) 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 6<sup>th</sup> day of October 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 7<sup>th</sup> day of October, 19 54, sue out in the Circuit Court of Mobile 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:

One Bedroom Suite, One Chest, One V. A. Sofa, One V. A. Red Chair

which said writ was placed in the hands of Taylor Wilkins

Sheriff of the County of Mobile, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 54, by taking into his possession the following described property, to-wit: One Bedroom Suite, One Chest, One V. A. Sofa, One V. A. Red Chair

and whereas the said William G. Mitchell and Helen Mitchell 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 obligation 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. [Signature] (Seal)  
Its Agent

[Signature] (Seal)

[Signature] (Seal)

[Signature] (Seal)

Taken and approved this the 18 day of Oct, 19 54

Taylor Wilkins  
Sheriff, Mobile County, Alabama

I, the undersigned, Clerk of the Circuit Court of Mobile County, Alabama, do hereby certify that were the above bond presented to me as Clerk of this court I would approve the same. Done this the 6th day of October, 1954.

JOHN E. MANDEVILLE  
Clerk, Circuit Court, Mobile County, Alabama.

SOUTHERN GULF LUMBER CO., : IN THE CIRCUIT COURT OF  
A Corp., d/b/a DELANEY'S, :  
Plaintiff, : BALDWIN COUNTY, ALABAMA  
vs: :  
WILLIAM G. MITCHELL and :  
HELEN MITCHELL, separately : AT LAW  
and severally, :  
Defendants. NO. 2400

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 Bedroom Suite 2000<sup>00</sup>  
One Chest 25<sup>00</sup>  
One V. A. Sofa 250<sup>00</sup>  
One V. A. Red Chair 25<sup>00</sup>

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 Bedroom Suite, alternate value 2000<sup>00</sup>  
One Chest, alternate value 25<sup>00</sup>  
One V. A. Sofa, alternate value 250<sup>00</sup>  
One V. A. Red Chair, alternate value 25<sup>00</sup>

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.

SOUTHERN GULF LUMBER CO., A

Corp., d/b/a DELANEY'S

Plaintiff

VS.

WILLIAM G. MITCHELL and HELEN

MITCHELL, separately and severally  
Defendants

:  
:  
: IN THE CIRCUIT COURT  
:  
:  
:

OF

BALDWIN

~~MOBILE~~ COUNTY, ALABAMA

AT LAW.

NO. \_\_\_\_\_

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, William G. Mitchell and Helen Mitchell 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 Box 175, Daphne, Alabama

Thomas M. Galloway

SWORN to and subscribed before me,  
this the 15<sup>th</sup> day of October  
1954.

Thomas M. Galloway  
Notary Public, Mobile County, Ala.

Filed

11-23-54

CLERK.

THE STATE OF ALABAMA,

XXXX County  
Baldwin

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Southern Gulf Lumber Co., a Corp.,d/b/a Delaney's and Broadus, Pierce and Dickerson Bonding Companyare held and firmly bound unto William G. Mitchell and Helen Mitchell,

separately and severally heirs, executors and administrators, in the  
sum of One Thousand Two Hundred Fifty and 00/100 (\$1250.00) 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 6<sup>th</sup> day of October, A. D. 1954The Condition of the above Obligation is such, That whereas the above bounden SouthernGulf Lumber Co., a Corp., d/b/a Delaney's has, onthe          day of          1954, sued out from the office of theClerk of the Circuit Court of Mobile, in the State of Alabama, a Writ of Detinue, returnable to the

present term of said Circuit Court of Mobile against the said William G. Mitchell and  
Baldwin

Helen Mitchell for the recovery of the following property,to-wit: One Bedroom Suite, One Chest, One V. A. Sofa, One V. A.Red ChairNOW, if the said Southern Gulf Lumber Co., a Corp., d/b/a Delaney's shall failin said suit, and shall pay to the said William G. Mitchell and Helen Mitchell

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.

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

By: James B. Strong (Seal)

Its Agent

James B. Strong (Seal)Chas Broadus (Seal)Bf L O P and W J M

I, the undersigned, Clerk of the Circuit Court of Mobile County, Alabama,  
do hereby certify that were the above bond presented to me as Clerk of this  
court I would approve the same. Done this the 6th day of October, 1954.

John E. Mandeville

Clerk, Circuit Court, Mobile County, Alabama.

SOUTHERN GULF LUMBER CO., : IN THE CIRCUIT COURT OF  
A Corp., d/b/a DELANEY'S, :  
Plaintiff, :  
vs: : BALDWIN COUNTY, ALABAMA  
:   
WILLIAM G. MITCHELL and :  
HELEN MITCHELL, separately : AT LAW  
and severally, :  
Defendants : NO. \_\_\_\_\_

COUNT ONE

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

One Bedroom Suite  
One Chest  
One V. A. Sofa  
One V. A. Red Chair.

With the value of hire or use thereof during the detention viz: From the 15th day of July, 1954.

Plaintiff avers that the above described property was purchased by the Defendant by virtue of a conditional sales contract, wherein they agreed to pay a reasonable attorney's fee, and the Plaintiff avers that it should be awarded a reasonable fee in the sum of ONE HUNDRED TWENTY AND 00/100 (\$120.00) 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 W. Galloway  
ATTORNEY FOR PLAINTIFF

Address of Defendants:

Box 175  
Daphne, Alabama

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

10-7-54

ALICE I. BUCK, Clerk

  
Clerk