

2420

THE STATE OF ALABAMA,  
~~Mobile~~ 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 Company

are held and firmly bound unto Noah A. Waldrop

his heirs, executors and administrators, in the  
 sum of Five Hundred Fifty and 00/100 (\$550.00) 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 19th day of October, 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  
 Clerk of the Circuit Court of ~~Mobile~~ Baldwin in the State of Alabama, a Writ of Detinue, returnable to the  
 present term of said Circuit Court of Mobile against the said Noah A. Waldrop

for the recovery of the following property,  
 to-wit: One Motorola Television Model No. 21T4, Serial No. 305435.

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         
 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 (Seal)

By: Her B. Sprague (Seal)  
IC O'Brien (Seal)  
EM Conner (Seal)

I hereby certify that were the above bond presented  
 to me as Clerk I would approve same.  
 This 19 day of October 1954.

W. M. Mendocelli  
 Clerk Circuit Court, Mobile County Ala.

The State of Alabama, Baldwin County

**CIRCUIT COURT**

Know all Men by these Presents, That we, Noah A. Waldrop,

are held and firmly bound unto Southern Gulf Lumber Company, a corporation, doing  
business as Delaney's

in the sum of Twenty hundred and 00/100 Dollars,

for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this the 27 day of Nov., 1951

**The Condition of the above Obligation is such:**

That whereas, the said Southern Gulf Lumber Company, a corporation, doing  
business as Delaney's did, on the 20 day of October, 1951

sue out of the Circuit Court of said County a writ in detinue, directed to any Sheriff of the State of Alabama, and commanding him to take into his possession the following property, sued for in said action of detinue, to wit:

One Motorola television, Model No. 2174, Serial No. 305435

which said writ was placed in the hands of Taylor Wilkins, Sheriff,  
of the County of Baldwin, State of Alabama,, on the 27 day of

Nov., 1951, and executed by him on the 27 day of Nov.

1951, by taking into his possession the above said property

and whereas, the above bound Noah A. Waldrop

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

Now, if the said Noah A. Waldrop

shall well and truly, within thirty days after the determination of said suit, if the said

Noah A. Waldrop

SOUTHERN GULF LUMBER CO.,  
A CORPORATION, d/b/a DELANEY'S

PLAINTIFF

VS

NOAH A. WALDROP

DEFENDANT

Ø

Ø

Ø

Ø

Ø

Ø

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

PLEA ONE

The Defendant says he is not guilty of the matters alleged in the Plaintiff's complaint.

PLEA TWO

The Defendant says that the merchandise described in the complaint was purchased on a conditional sales contract from the Plaintiff, that the installment payments provided for therein had been tendered in accordance with the terms of this contract prior to the time of the filing of this suit.

Walters & Brantley

BY:

*J. Walters M. Brantley*  
Attorneys for the Defendant.

SOUTHERN GULF LUMBER CO.,  
A Corp., d/b/a DELANEY'S,

Plaintiff,

vs:

NOAH A. WALDROP,

Defendant.

: IN THE CIRCUIT COURT OF

:  
: BALDWIN COUNTY, ALABAMA

: AT LAW

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

COUNT ONE

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

One Motorola Television, Model No. 21T4,  
Serial No. 305435.

With the value of hire or use thereof during the  
detention viz: From the 16th day of August, 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 FIFTY AND 00/100 (\$50.00)  
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  
ATTORNEYS FOR PLAINTIFF

Address of Defendant:

General Delivery  
Daphne, Alabama

Jim Grenga 35471  
collected

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.

Alvin L. Lusk  
CLERK