

SOUTHERN GULF LUMBER : IN THE CIRCUIT COURT OF  
 CO., A CORP., D/E/A  
 DELANEYS : BALDWIN COUNTY  
                   PLAINTIFF :  
                                   : ALABAMA  
 VS: :  
                                   : AT LAW  
 LESLIE BRYARS :  
                   DEFENDANT : NO. 3029

COUNT ONE

THE PLAINTIFF CLAIMS OF THE DEFENDANT THE  
 FOLLOWING PERSONAL PROPERTY, VIZ:

1 WELBUILT RANGE, SERIAL No. 5346799  
 1-150 GALLON PROPANE TANK, SERIAL  
 No. 13992.

WITH THE VALUE OF HIRE OR USE THEREOF DURING THE DE-  
 TENTION VIZ: FROM THE 11TH DAY OF MARCH, 1956.

PLAINTIFF AVERS THAT THE ABOVE DESCRIBED PROPERTY  
 WAS PURCHASED BY THE DEFENDANT BY VIRTUE OF A CON-  
 DITIONAL 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 FORTY AND 00/100 (\$40.00) DOLLARS.

PLAINTIFF FURTHER AVERS THAT IN SAID CONDITIONAL  
 SALES CONTRACT WHEREIN THE TITLE TO THE ABOVE DES-  
 CRIBED PROPERTY 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: Sham W. Galloway  
 ATTORNEYS FOR PLAINTIFF

ADDRESS OF DEFENDANT:

PERDIDO, ALABAMA

THE PLAINTIFF, SOUTHERN GULF LUMBER COMPANY,  
A CORPORATION, D/B/A DELANEYS, 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 COM-  
PLAINT 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.

  
CLERK

**The State of Alabama,** {  
**Baldwin County**

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KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

Leslie Bryars

and \_\_\_\_\_

are held and firmly bound unto Southern Gulf Lumber Company

in the sum of Three Hundred - - - - - 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 \_\_\_\_\_

Southern Gulf Lumber Companydid, on the 10th dayof November 19 56 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 Welbuilt Range, Serial No. 534-6799One 150 Gallon Propane Tank, Serial No. 13992which said writ was placed in the hands of Taylor WilkinsSheriff of Baldwin County, Alabama, on the 15th day of November, 19 56,

and executed by him on the 15th day of November, 19 56, by taking into his  
 possession the following property, to-wit:

One Welbuilt Range, Serial No. 534-6799One 150 Gallon Propane Tank, Seiral No. 13992And whereas the above bound Leslie Bryars

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 Leslie Bryars 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.

Leslie Bryars (SEAL)

Charles H. Hadden (SEAL)

W. H. Hadden (SEAL)

Taken and approved this 19th day of Nov 19 56

Taylor Wilkins  
 Sheriff, Baldwin County, Ala.

THE STATE OF ALABAMA,  
Mobile County

## DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, SOUTHERN GULF LUMBER Co., A CORP.,  
D/E/A DELANEYS AND IRENE COCHRAN & PETER V. CROLICH D/E/A  
UNION BONDING COMPANY

are held and firmly bound unto LESLIE BRYARS

HIS heirs, executors and administrators, in the  
sum of FOUR HUNDRED AND 00/100 (\$400.00) 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 22 day of November, A. D. 1956

The Condition of the above Obligation is such, That whereas the above bounden  
SOUTHERN GULF LUMBER Co., A CORP., D/E/A DELANEYS has, on  
the NOVEMBER day of 1956, sued out from the office of the  
Clerk 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

LESLIE BRYARS for the recovery of the following property.  
to-wit: 1 WELBUILT RANGE (DIVIDED TOP\*) SERIAL No. 5346799;  
1-150 GALLON PROPANE TANK SERIAL NO. 13992

NOW, if the said So. GULF LUMBER Co., A CORP., D/E/A DELANEYS shall fail

in said suit, and shall pay to the said LESLIE BRYARS  
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/E/A DELANEYS

By: [Signature] (Seal)

ITS AGENT

IRENE COCHRAN & PETER V. CROLICH (Seal)

By Peter V. Crollich (Seal)

Nov. 8th, 1956 - Were this bond  
presented to me as Clerk of this  
Court I would approve the same.

John E. Mandeville  
JOHN E. MANDEVILLE, CLERK, CIRCUIT  
COURT, MOBILE COUNTY, ALABAMA.

approved 11-10-56  
Chief Justice, Clerk