

3454

STATE OF ALABAMA }  
County of ~~Mobile~~. Baldwin

Southern Gulf Lumber Co., Inc.,  
KNOW ALL MEN BY THESE PRESENTS, That we, a Corp., d/b/a Delaneys  
as Principal, and Irene Cochran and Peter V. Croligh, as Sureties, are held and firmly bound  
unto Ellis A. Wayand

in the sum of One Hundred Thirty and 00/100 (\$130.00) Dollars  
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 22<sup>nd</sup>  
day of January in the year of our Lord, one thousand, nine hundred and fifty eight.

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

did, on the        day of January, 19 58, sue out in the Circuit Court  
of Mobile County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, com-  
Baldwin  
manding him to take into his possession the following described property, to-wit:

One General Electric Water Heater Model No. 1Y30-2NA1 Serial No.

NN7576309-----One Dearborn Heater Model No. DRC-25

which said writ was placed in the hands of Taylor Wilkins  
Sheriff of the County of Mobile, on the        day of January, 19 58 by taking into his  
Baldwin  
possession the following described property, to-wit:

One G. E. Water Heater Model No. 1Y30-2NA1, Motor No. NN7576309

One Dearborn Heater Model No. DRC-25

and whereas the said Ellis A. Wayand  
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., Inc., a Corp., d/b/a Delaneys

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., Inc., a Corp., d/b/a Delaney's

By: Irene Cochran (Seal)

its agent  
IRENE COCHRAN & PETER V. CROLIGH (Seal)

by R L Sturtevant Attorney at Law (Seal)

Taken and approved this the 20 day May, 19 58.

Taylor Wilkins  
Sheriff, Mobile County, Alabama

I, the undersigned, John E. Mandeville, Clerk of the Circuit Court of Mobile County, Alabama, do hereby certify that, were this writ presented to me for approval I would approve the same.

John E. Mandeville  
John E. Mandeville, Clerk, Circuit Court,  
Mobile, County, Alabama.

THE STATE OF ALABAMA,  
~~Mobile County~~  
 Baldwin County }

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Southern Gulf Lumber Co.,  
Inc., a Corp., d/b/a Delaneys and Irene Cochran & Peter V. Crolich

are held and firmly bound unto Ellis A. Wayand

his

heirs, executors and administrators, in the

sum of One Hundred Thirty and 00/100 (\$130.00) 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 27<sup>th</sup> day of January, A. D. 19 58

The Condition of the above Obligation is such, That whereas the above bounden  
Southern Gulf Lumber Co., Inc., a Corp. d/b/a Delaneys has, on

the        day of        19 58, 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

Ellis A. Wayand

for the recovery of the following property,

to-wit: One G. E. Water Heater Model No. 1Y30-2NA1, Serial No. NN7576309

One Dearborn Heater Model No. DRC-25

NOW, if the said So. Gulf Lumber Co., Inc., a Corp. d/b/a Delaneys shall fail

in said suit, and shall pay to the said Ellis A. Wayand

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., Inc., a Corp. d/b/a Delaneys

By: [Signature] (Seal)  
 its agent

Irene Cochran & Peter V. Crolich (Seal)

By: [Signature] (Seal)

I, the undersigned, John E. Mandeville, Clerk of the Circuit Court of Mobile County,  
 Alabama, do hereby certify that, were this writ presented to me for approval  
 I would approve the same.

approved 2-5-58  
Levin J. Duck  
 clerk

John E. Mandeville, Clerk, Circuit Court,  
Mobile County, Alabama.

THE STATE OF ALABAMA

Mobile County

DETINUE AFFIDAVIT

PERSONALLY appeared before ~~me, Thomas M. Galloway, Notary Public, State of Alabama, at Large, Tom Tuggle~~

County, Alabama, at Large, Tom Tuggle

who, being duly sworn, deposes and says, that the property sued for in the complaint of Southern

Gulf Lumber Co., Inc., a Corp. d/b/a Delaneys vs. Ellis A. Wayand

to-wit

One G. E. Water Heater, Model No. 1Y30-2NA1, Serial No. NN7576309

One Dearborn Heater, Model No. DRC-25

belongs to So. Gulf Lumber Co., Inc., a Corp. d/b/a Delaneys the said Plaintiff.

Sworn to and subscribed the 27<sup>th</sup> day

of Jan, 1958, before me.

Notary Public, State of Alabama, at Large

Tom Tuggle

No. 34574

Circuit Court

MOBILE COUNTY

BALDWIN

Detinue Affidavit  
and Bond  
VS.

Filed day 19  
FEB 5 1958

FEB 5 1958

Clerk Circuit Court, Baldwin County  
Baldwin

Attorney

SOUTHERN GULF LUMBER CO., :: IN THE CIRCUIT COURT OF  
INC., A CORPORATION  
d/b/a DELANEYS :: BALDWIN COUNTY  
Plaintiff :: ALABAMA  
VS: :: AT LAW  
ELLIS A. WAYAND  
Defendant :: NO. 3454

COUNT ONE

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

One General Electric Heater  
Model No. 1Y30-2NA1, Serial No.  
NN7576309

One Dearborn Heater, Model No. DRG-25.

With the value of hire or use thereof during the detention  
viz: From the 10th day of August, 1957.

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 FIFTEEN AND  
00/100 (\$15.00) 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 to personal  
property under the Constitution and laws of the State of  
Alabama.

COLLINS, GALLOWAY & MURPHY

BY: Glen W. Galloway

ATTORNEYS FOR PLAINTIFF

ADDRESS OF DEFENDANT:

Fairhope, 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 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.

Alice J. Puck  
CLERK

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 3454

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ELLIS A. WAYAND

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

ELLIS A. WAYAND

, Defendant

by SOUTHERN GULF LUMBER CO., INC. A CORPORATION d/b/a DELANEYS

, Plaintiff

Witness my hand this 5th day of February 1958

Clerk

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