

SOUTHERN GULF LUMBER CO.,: IN THE CIRCUIT COURT OF
INC., A CORP., d/b/a
DELANEYS : BALDWIN COUNTY
Plaintiff : ALABAMA
VS: : AT LAW
JAMES F. WILLIAMS :
Defendant : NO. 3523

COUNT ONE

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

One Magic Chef Range, Model No. A1-630
Serial No. H 1X479552

With the value of hire or use thereof during the detention
viz: From the 10th day of December, 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 FORTY AND 00/100 (\$40.00)
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
ATTORNEYS FOR PLAINTIFF

ADDRESS OF DEFENDANT:

Route 1, Box 78A
Bay Minette, Alabama

The Plaintiff, Southern Gulf Lumber Company, Inc.,
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 gives 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 accrue from the detention
thereof.


CLERK

SUMMONS AND COMPLAINT

Moore Prg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 3523

----- TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ^{F.} JAMES F. WILLIAMS

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-----

JAMES F. WILLIAMS

-----, Defendant.

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

-----, Plaintiff.

Witness my hand this 25 day of APRIL 1958

Alice J. Luck

-----, Clerk

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 & Peter V. Crolich & Irene Cochran

are held and firmly bound unto James F. Williams
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 22nd day of April, A. D. 1948

The Condition of the above Obligation is such, That whereas the above bounden Southern
Gulf Lumber Company, Inc., a Corp., d/b/a Delaneys has, on
the _____ day of _____ 19____, sued out from the office of the
Baldwin County
Clerk of the Circuit Court of Mobile, in the State of Alabama, a Writ of Detinue, returnable to the present
Baldwin County
term of said Circuit Court of Mobile against the said _____

James F. Williams for the recovery of the following property.
to-wit: One Magic Chef Range, Model No. A1-630, Serial No. H 1X479552

NOW, if the said Southern Gulf Lumber Co., Inc., a Corp d/b/a Delaneys shall fail
in said suit, and shall pay to the said James F. Williams
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 (Seal)

By: Irene Cochran & Peter V. Crolich (Seal)
its agent

Irene Cochran & Peter V. Crolich (Seal)

By: A. L. Sturtevant (Seal)
Attorney at Law

I, the undersigned, do hereby certify that if the above bond were presented to
me as Circuit Clerk, here in Mobile, Alabama, I would approve the same.

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

STATE OF ALABAMA

County of Mobile.

Baldwin

Southern Gulf Lumber Co., Inc.,
a Corp., d/b/a Delaneys

KNOW ALL MEN BY THESE PRESENTS, That we,

Irene Cochran & Peter V. Crolich
as Principal, and _____, as Sureties, are held and firmly bound
unto James F. Williams

in the sum of Four Hundred and 00/100 (\$400.00) 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 22nd
day of April 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
So. Gulf Lumber Co., Inc., a Corp., d/b/a Delaneys

did, on the _____ day of _____, 19____, 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 County
manding him to take into his possession the following described property, to-wit: _____

One Magic Chef Range, Model No..A1-630, Serial No. H 1X479552

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

One Magic Chef Range, Model No. A1-630, Serial No. H 1X479552

and whereas the said James F. Williams
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 Company, Inc., a Corporation,
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 Delaneys

By: Town Tynes (Seal)
its agent

Irene Cochran & Peter V. Crolich (Seal)

By: Peter V. Crolich (Seal)

Taken and approved this the 12 day

May, 1958

Taylor Wilkins
Sheriff, Mobile County, Alabama

I, the undersigned, do hereby certify that if the above bond were presented to
me as Circuit Clerk, here in Mobile, Alabama, I would approve the same.

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