

SOUTHERN GULF LUMBER CO. : IN THE CIRCUIT COURT OF
INC., A CORP., d/b/a :
DELANEYS : BALDWIN COUNTY
Plaintiff : ALABAMA
VS: : AT LAW
WILLIAM E. WITT & :
WINONA WITT, separately :
and severally :
Defendants : NO. 3525

COUNT ONE

The Plaintiffs claims of the Defendants, separately and severally, the following personal property, viz:

One Welbilt Range, Serial No. 198972

One Dearborn Heater, Model No. DR012

With the value of hire or use thereof during the detention viz: The 23rd day of September, 1957.

Plaintiff avers that the above described property was purchased by the Defendants 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 TWENTY AND 00/100 (\$20.00) 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 Defendants did waive all rights in and to their exemption of personal property under the Constitution and laws of the State of Alabama.

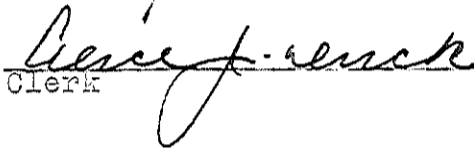
COLLINS, GALLOWAY & MURPHY

BY: Henry W. Galloway
ATTORNEYS FOR PLAINTIFF

ADDRESS OF DEFENDANTS:

Bon Secour Route
Bon Secour, Alabama

The Plaintiff, Southern Gulf Lumber Co., 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 Defendants give bond, payable to the Plaintiff, with sufficient surety in double the amount of the value of the property, with conditions that if the Defendants are 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 Ptg. Co.

The State of Alabama,
Baldwin County.

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Circuit Court, Baldwin County

No. 3525

..... TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon WILLIAM E. WITT & WINONA WITT, separately and
severally

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 WILLIAM E. WITT &
WINONNA WITT, separately and severally....., 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 and Irene Cochran & Peter V. Crollich

are held and firmly bound unto William E. Witt & Winona Witt, separately &
severally, their heirs, executors and administrators, in the
sum of Two Hundred and 00/100 (\$200.00) 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. 1958

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____, 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 present
Baldwin
term of said Circuit Court of ~~Mobile~~ against the said William E. Witt & Winona Witt,
separately & severally for the recovery of the following property.

to-wit: One Welbilt Range, Serial No. 198972

One Dearborn Heater, Model No. DRC 12

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 William E. Witt & Winona Witt
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. Crollich (Seal)

by: [Signature] (Seal)

I, the undersigned, do hereby certify that if the above bond were presented to me,
I would approve the same.

[Signature]
John E. Mandeville, Clerk, Circuit Court, Mobile, Ala.

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

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY (1925-1956)

HEMLOCK 2-0568

April 23, 1958

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

Re: Southern Gulf Lumber Co.,
Inc., a Corporation d/b/a
Delaney's
Vs: James F. Williams
John H. Bishop
Winona Witt

Dear Mrs. Duck:

I enclose herewith three detinue proceedings which if you will file with your court and notify me of the filing of same it will be greatly appreciated.

With each complaint I have attached a form for your signature so that the Sheriff may take this property into possession as the same is filed with the bond attached.

Very truly yours,

Collins, Galloway & Murphy

By:


Thomas M. Galloway

TMG:mlg
Encl: 3 detinue suits.

STATE OF ALABAMA

County of Mobile.

County of Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, So. Gulf Lumber Co., Inc., a Corp., d/b/a Delaneys as Principal, and Irene Cochran & Peter V. Crolich and _____, as Sureties, are held and firmly bound unto William E. Witt & Winona Witt, separately & severally

in the sum of Two Hundred and 00/100 (\$200.00) 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, commanding him to take into his possession the following described property, to-wit:

- One Welbilt Range, Serial No. 198972
One Dearborn Heater, Model No. DRC 12

which said writ was placed in the hands of Taylor Wilkins Sheriff of the County of Baldwin, on the 22nd day of May, 1958 by taking into his possession the following described property, to-wit:

- One Welbilt Range, Serial No. 198972
One Dearborn Heater Model No. DRC 12

and whereas the said William W. Witt and Winona Witt 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.

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)

Taken and approved this the 28 day May, 19 58.

[Signature] Sheriff, Mobile County, Alabama

I, the undersigned, do hereby certify that if the above bond were presented to me, I would approve the same.

[Signature] John E. Mandeville, Clerk, Circuit Court, Mobile, Ala.