SOUTHERN GULF LUMBER CO., : INC., A CORPORATION, D/E/A

IN THE CIRCUIT COURT OF

DELANEY'S,

PLAINTIFF,

BALDWIN COUNTY, ALABAMA

VS:

DORIS WEAVER AND WILLIE WEAVER, SEPARATELY AND

SEVERALLY,

DEFENDANTS.

AT LAW

COUNT ONE

The Plaintiff claims of the Defendants the follow-ING PERSONAL PROPERTY, TO-WIT:

ONE KELVINATOR REFRIGERATOR, MOBEL No. KP-81, SERIAL No. 9751316. ONE PROPANE TANK, MOBEL No. 150AG. ONE DEAREORN HEATER, Model No. DRC-20, SERIAL No. 19943.

WITH THE VALUE OF HIRE OR USE THEREOF DURING THE DETENTION VIZ: FROM THE SOTH BAY OF JANUARY, 1959.

PLAINTIFF AVERS THAT THE ABOVE DESCRIEED PROPERTY WAS PURCHASED BY THE DEFENDANT BY VIRTUE OF A CON-DITIONAL SALES CONTRACT, WHEREIN THEY AGREED TO PAY A REASONAELE ATTORNEY'S FEE, AND THE PLAINTIFF AVERS THAT IT SHOULD BE AWARDED A REASONABLE FEE IN THE SUM OF THIRTY AND 00/100 (\$30.00) 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 THEIR EXEMPTION OF PER-SONAL PROPERTY UNDER THE CONSTITUTION AND LAWS OF THE STATE OF ALABAMA.

COLLINS, GALLOWAY & MURPHY

ADDRESS OF DEFENDANTS:

ROEERISDALE, ALAEAMA

The Plaintiff, Southern Gulf Lumber Company,

A Corporation, D/E/A Delaney's having made affidavit

AND GIVEN EOND, 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

BOUBLE THE AMOUNT OF THE VALUE OF THE PROPERTY, WITH

CONDITIONS THAT IF THE DEFENDANT IS CASE 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.

OCT - CONTROLLERY REGISTER

CLERK / L

The State of Alabama,	Circuit Court, Baldwin County
Baldwin County. No. 4008	
	TERM, 19
TO ANY SHERIFF OF THE STATE OF ALABAMA	λ:
DADEO 4-	
You Are Hereby Commanded to SummonDURLS WE	AVER, and WILLIE WEAVER, separately
and seven	ally
	en e
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,	t Bay Minette, against DORTS WEAVER, and
WILLIE WEAVER, separately, and severally	, Defendant
SOUTHERN CHIT TIMBER CO. Trol A Comm	AMA THU A NEVEC
by SOUTHERN GULF LUMBER CO., Ind. A Copp.	wya benanaro
	, Plaintiff
Witness my hand thisday of	October 59
	Mighelik, Clerk
54.	

Wetenere	
9 4008 Page	Defendant lives at
The State of Alabama	Coluntadale
Baldwin County	Received In Office
CIRCUIT COURT	10/14/19-59
SOUTHERN GULF LUMBER CO., INC.	, Sheriff
A CORP., d/b/a HELANEY'S	I have executed this summons
Plainting	this
V5.	by leaving a copy with
DORIS WEAVER, and WILLIE WEAVER,	Doris Weaver
Separately and Severally Defendants	and no property
Summons and Complaint	Jours
Filed October 14, 1959	
Alice J. Duck Clerk	Ten Cants per mile Total \$ Speriff
	Returned H day of 196
	Not found in my county after diligent search and
	quiry. Saylor Wilkins, Sher
	Jaylor Wilkylo, One
	By Deputy Sherift
Plaintiff's Attorney	Character and the state of the

No. 4008

Defendant's Attorney

Edleigh Steadhan Deputy Sherist Robertselale, ala

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW
817 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA
HEMLOCK 2-0568

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

April 11,1961

Honorable Hubert Hall, Judge Circuit Court of Baldwin County Baldwin County Courthouse Bay Minette, Alabama

Re: Southern Gulf Lumber Company, Inc., d/b/a

Delaneys

vs: Weaver

Dear Judge Hall:

Would you please enter a non-suit at the request of the Plaintiff when the above styled matter is set on Wednesday, April 12, 1961, and ask Mrs. Duck to send me the Court cost bill.

Best of personal regards,

COLLINS, GALLOWAY & MURPHY

Thomas M. Callarian

TMG: jl

gl

The State of Alabama, Baldwin County. No. 4008 TERM, 19
TO ANY SHERIFF OF THE STATE OF ALABAMA:
- Control of the Craphyna - Control of the C
You Are Hereby Commanded to Summon DORIS WEAVER, and WILLIE WEAVER, separately
and severally
o appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
he Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against DORTS WEAVER, and
-WILLE-WERVER, seperatoly, and severally Defendant
ysouthern Guif Lumber Co., Ind. A Copp., d/de Dela Neves
Plaintiff
Vitness my hand thisday ofdotober19_59
Vitness my hand this day of October 19 59

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No. 4008 Page	Defendant lives at
The State of Alabama Baldwin County	
CIRCUIT COURT	Received In Office
SOUTHERN GULF LUMBER CO., INC.	1919
A CORP., d/b/a BELANEY'S	Sherif
Plaintiffs vs.	I have executed this summons
DONIS WEAVER, and WILLIE WEAVER,	by leaving a copy with
Separately and Severally Defendants	
Summons and Complaint	
Filed_Gotober 14,	
Alice J. Duck Clerk	
	· · · · · · · · · · · · · · · · · · ·
Plaintiff's Attorney	Sheriff
Defendant's Attorney	Deputy Sheriff

SOUTHERN GULF LUMBER CO., : IN THE CIRCUIT COURT OF INC., A CORPORATION, D/E/A
DELANEY'S. :

PLAINTIFF, : BALDWIN COUNTY, ALABAMA

VS:

DORIS WEAVER AND WILLIE WEAVER, SEPARATELY AND SEVERALLY,

AT LAW

DEFENDANTS. : NO.

COUNT ONE

THE PLAINTIFF CLAIMS OF THE DEFENDANTS THE FOLLOW-ING PERSONAL PROPERTY, TO-WIT:

ONE KELVINATOR REFRIGERATOR, MODEL NO. KP-81, SERIAL NO. 9751316.

ONE PROPANE TANK, MODEL NO. 150AG.

ONE DEAREORN HEATER, MODEL NO. DRG-20, SERIAL NO. 19943.

WITH THE VALUE OF HIRE OR USE THEREOF DURING THE DETENTION VIZ: FROM THE SOTH DAY OF JANUARY, 1959.

PLAINTIFF AVERS THAT THE ABOVE DESCRIBED PROPERTY
WAS PURCHASED BY THE DEFENDANT BY VIRIUE 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
THIRTY AND 00/100 (\$30.00) 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

BID WAIVE ALL RIGHTS IN AND TO THEIR EXEMPTION OF PER
SONAL PROPERTY UNDER THE CONSTITUTION AND LAWS OF THE

STATE OF ALABAMA.

COLLINS, GALLOWAY & MURPHY

BY: ATTORNEYS FOR PLAINTIFF

Address of Defendants:

Robertsdale, Alabama

The PLAINTIFF, Southern Gulf Lumber Company,

A Corporation, D/E/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 Defendants give bond,

PAYABLE to the Plaintiff, with sufficient surety in

Bouble the amount of the value of the property, with

conditions that if the Defendant is case in the suit,

Will, within thirty days thereafter, beliver the

Property to the Plaintiff, and pay all costs and

Bamages which may accrue from the betention thereof.

FILED

OCT 14 (95)

Clice & Unek

THE STATE OF ALABAMA,
Mobile County

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, SOUTHERN GULF LUMEER Co., INC.,
a Corp., b/e/a Delaney's and E. E. Delaney and A. B. Snodgrass
4
are held and firmly bound unto DORIS WEAVER AND WILLIE WEAVER
heirs, executors and administrators, in the
sum of THREE HUNBRED AND OO/100 (\$300.00) 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 2nd day of September, A. D. 1959
The Condition of the above Obligation is such, That whereas the above bounden
Southern Gulf Lumeer Co., Inc., A Corp., D/E/A Delaney's has, on
theday of19, 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 DORIS WEAVER AND WILLIE WEAVER
for the recovery of the following property.
to-wit: ONE KELVINATOR REFRIGERATOR, MODEL No. KP-81, SERIAL NO.
9751316, One Propane Tank, Model No. 150AG, One Deareorn
Heater, Model No. DRC-20. Serial No. 19943.
NOW, if the said So. GULF LER. Co., INC., A CORP., B /E/A DELANEY'S shall fail
in said suit, and shall pay to the said DORIS WEAVER AND WILLIE WEAVER
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.
Dear the Contract of the Contr
BY: Cur Mag (Seal)
(Seal)
a. B. Suranora a con
(Seal)
State of Alabama, Mobile County.
I hereby certify that if this bond was presented to me I would approve the same as good and sufficient surety.

Clerk, Circuit Court, Mobile County, Alabama.

approved 10-14-59 aciel-cent THE STATE OF ALABAMA

Mobile County

DETINUE AFFIDAVIT

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PERSONAL	MA I LY appeared before me, John	ay L. Grims: Kexmandevillex Cl	LEY, NOTARY ERKATTEKCIKKE	PUELIC,
ALAEAM A	Tom Tuggle		<u> </u>	
who, being duly s	worn, deposes and says, tha		d for in the complai	nt of <u>Southern</u> G
	INC., A CORP., I			
WILLIE WEAVI	er one Kelvinator	Perstand	TOD MADDE NT	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
	. No. 9751316, ON			
ONE DE	eareorn heater, M	ODEL No. DE	C-20. Serial	No. 19943
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belongs to So. Gur	F LER CO., INC., A	Copp n/r	-/a /D== 43====1=	. 7 7
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STATE OF ALABAMA
County of Mobile. Southern Gulf Lumber Co., Inc.,
KNOW ALL MEN BY THESE PRESENTS, That we, a Corp., d/b/a Delaney's
as Principal, and E.E. Delaney and E. A. Trigg, as Sureties, are held and firmly bound
unto Henry Lee Prim and Sarah Lue Prim
unto Hemy nee ir all alle her all alle
in the sum of One Hundred Eighty and 00/100 (\$180.00) 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
day of in the year of our Lord, one thousand, nine hundred and fifty-nine
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
Southern Gulf Lumber Co., Inc., a Corp., db/a Delaney's
did, on theday of, 19, sue out in the CircuitCourt
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 Refrigerator, Model No. LB81N, Serial No.
UN682329.
high said writ was placed in the hands of Taylor Wilkins
Which said wife was placed in the hands of
Sheriff of the County of Mobile, on theday of, 19 by taking into his
possession the following described property, to-wit:
_
One Comens Theatria Retricerator Model No 1501N-
One General Electric Refrigerator, Model No. LB81N,
Serial No. UN682329.
Serial No. UN682329.
Serial No. UN682329. and whereas the said Henry Lee Prim and Sarah Lue Prim
Serial No. UN682329. and whereas the said Henry Lee Prim and Sarah Lue Prim defendant in said writ, has failed and neglected, for the space of five days from the execution of said
Serial No. UN682329. and whereas the said Henry Lee Prim and Sarah Lue Prim 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.
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and whereas the said Henry Lee Prim and Sarah Lue Prim 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 Delaney's
and whereas the said Henry Lee Prim and Sarah Lue Prim 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 Delaney's upon his failing in said suit, shall deliver the said property to the defendant within thirty days
and whereas the said Henry Lee Prim and Sarah Lue Prim 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 Delaney's
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and whereas the said Henry Lee Prim and Sarah Lue Prim 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 Delaney's 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: Authorized (Seal) State of Alabama Sheriff, Mobrile County, Alabama Mobile County.
and whereas the said Henry Lee Prim and Sarah Lue Prim 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 Delaney's 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: I am language (Seal) Sheriff, Mabrie County, Alabama
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and whereas the said Henry Lee Prim and Sarah Lue Prim 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 Delaney's 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: Aux 1133 (Seal) (Seal) State of Alabama Mobile County. I hereby certify that if this bond was presented to me I would

No		
		COURT
MOBILE	COUNTY	:

VS. Detinue Forthcoming
Bond by Plaintiff