

C. A. NICHOLS, individually
and doing business as C. A.
NICHOLS T.V.,

Plaintiff,

VS.

MOBILE BAY INN, INC., a
corporation, formerly known as
HOLIDAY INN MOTEL OF MOBILE,
INC., a corporation, formerly
doing business as " THE HOLIDAY
INN MOTEL",

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

NO. 4790

COUNT ONE

Plaintiff claims of the Defendant the sum of THREE HUNDRED SEVENTY-EIGHT AND 68/100 (\$378.68) DOLLARS, due from it by account, from, to-wit, February 28, 1961, to, to-wit, May 17, 1961, which sum of money, with the interest thereon, is still due and unpaid.

COUNT TWO

Plaintiff claims of the Defendant the sum of THREE HUNDRED SEVENTY-EIGHT AND 68/100 (\$378.68) DOLLARS, due from it by account stated between Plaintiff and Defendant on, to-wit, May 17, 1961, which sum of money, with the interest thereon, is still due and unpaid.

COUNT THREE

Plaintiff claims of Defendant the sum of THREE HUNDRED SEVENTY-EIGHT AND 68/100 (\$378.68) DOLLARS, due from it for work and labor done for the Defendant by the Plaintiff, at the request of the Defendant, to, from, to-wit, February 28, 1961, to-wit, May 17, 1961, which sum of money, with the interest thereon, is still due and unpaid.

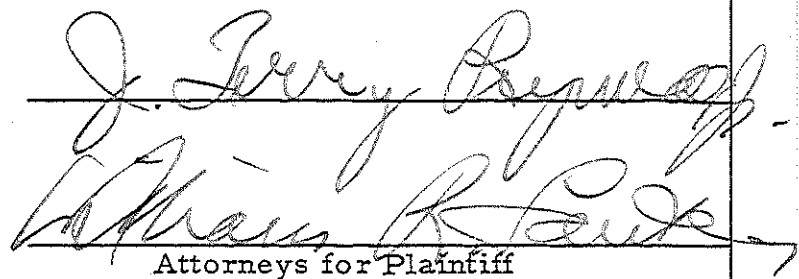
COUNT FOUR

Plaintiff claims of the Defendant the sum of THREE HUNDRED SEVENTY-EIGHT AND 68/100 (\$378.68) DOLLARS, with the interest thereon, due from the Defendant for work and labor and material furnished in the repair

of the following described personal property, viz:

One (1) each of the following Philco TV 21 inch., 4242L-the Predicta Model, identified as, H-A-B-5, H-A-B-8, H-A-B 4, H-A-B-101, H-A-B-88, H-A-B 57, H-A-B 66, H-A-B-94, H-A-B-77, H-A-B-53, H-A-B-18, H-A-B 42, H-A-B-3, H-A-B 13, H-A-B-59, H-A-B-70, H-A-B-86, H-A-B 98, H-A-B- 24, and H-A-B-90.

Plaintiff avers that said work and labor and material was furnished and performed on said personal property for the Defendant by the Plaintiff during the period from, to-wit, February 28, 1961, to, to-wit, May 17, 1961, at the request of the Defendant, and Plaintiff avers that said sum of money, with the interest thereon, is still due and unpaid. Plaintiff claims a lien on said personal property under and by virtue of Title 33, Section 25, of the 1940 Code of Alabama, and Plaintiff further asks that such lien be established in favor of the Plaintiff on said property in said sum of \$378.68, plus the interest thereon, and the costs of court, for said material furnished and work and labor performed on said property, and Plaintiff prays that said property be sold to satisfy said lien.


Attorneys for Plaintiff

Defendant may be served by service of a copy of the complaint on
Stanley R. Winn, its agent
c/o Mobile Bay Inn Motel
Mobile Bay Causeway
Baldwin County, Alabama

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 4790

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Mobile Bay Inn, Inc. a corp. Formerly known as
Holiday Inn Motel of Mobile, Inc, Formerly d/b/a The Holiday Inn Motel

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 MOBILE BAY INN, inc A Corp
Defendant

by C. A. Nichols, ind and c/b/a C. A. NICHOLS T. V.

Plaintiff

Witness my hand this 28th day of July 19 61

Clerk

No. 4790

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

vs.

Plaintiffs

Defendants

SUMMONS and COMPLAINT

Filed _____, 19____

_____, Clerk

Plaintiff's Attorney

Defendant's Attorney

8-4-61
Defendant lives at _____

RECEIVED IN OFFICE

July 28, 1961

_____, Sheriff

I have executed this summons

this 8/4, 1961

by leaving a copy with

Harley Wilson
President of
Mobile Bus Co.
Inc.

Sheriff claims 60 miles at

Ten Cents per mile Total \$ 6.00

TAYLOR WILKINS, Sheriff

BY Harner

DEPUTY SHERIFF

Taylor Wilson Sheriff

Harner Deputy Sheriff

Causeway 60 mi

HAMILTON, DENNISTON, BUTLER & RIDDICK

ATTORNEYS AND COUNSELLORS AT LAW

AMERICAN NATIONAL BANK BUILDING

P. O. BOX 1671

MOBILE, ALABAMA

THOMAS A. HAMILTON
ROBERT R. DENNISTON
CHARLES R. BUTLER
HARRY H. RIDDICK
MILLER A. WIDEMIRE

OLIVER J. LATOUR, JR.
J. GORDON HOUSE, JR.
FERRILL D. McRAE

PETER HAMILTON 1838-1888
THOMAS A. HAMILTON 1844-1897
J. GAILLARD HAMILTON 1899-1956

October 15, 1962

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

RE: C.A. Nichols, et al Vs.
Mobile Bay Inn, Inc., et al
Case No. 4790

Dear Mrs. Duck:

Pursuant to our phone conversation Monday afternoon, enclosed is the RELEASE ON ATTACHMENT BOND from the defendants named in the above case.

Simultaneously, I understand Mr. William Lauten, attorney for the plaintiff, is writing Judge confessing the prayers of our motion heretofore filed in this cause in consideration of our releasing his client on the Attachment Bond, except for court costs.

It is perfectly all right with us for the Judge to enter up an order discharging the principal and sureties on the bond.

Yours very truly,

Miller A. Widemire
For the Firm

MAW:vm
File No. 14,586 (C-1)
cc: Honorable William Lauten
Attorney at Law
605 First National Bank Building
Mobile, Alabama
(With copy of release enclosed)
Encl.

LAW OFFICES OF
J. TERRY REYNOLDS, JR.
AND
WILLIAM R. LAUTEN
ATTORNEYS AT LAW
605-6 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA

HEMLOCK 3-3661

October 15, 1962

Honorable Hubert M. Hall, Judge
Circuit Court of Baldwin County
County Court House
Bay Minette, Alabama

Re: C. A. Nichols, etc.
Vs: Mobile Bay Inn, Inc., etc.
Circuit Court, Law Side, No. 4790

Dear Judge Hall:

Upon the filing by the defendant in the above styled case of a release, releasing the plaintiff and surety from all liability on the bond which was filed in connection with this attachment suit, it is requested, on behalf of the plaintiff, that the motion of the defendant (1) to quash and vacate the service of the complaint and summons, and (2) to vacate the writ of attachment issued in this case be granted. It is also requested that an order be entered by the Court discharging or relieving the surety and the plaintiff from any and all liability on the attachment bond.

Upon this motion of the defendant being granted, the case will be disposed of.

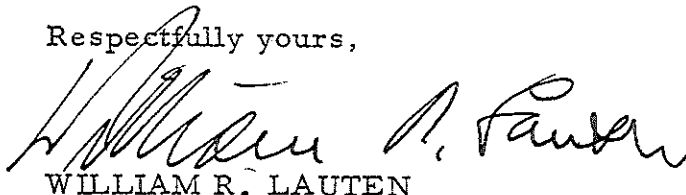
It is respectfully requested that the cost bill in this case be sent to me, so I can have my client pay it to Mrs. Duck. It is also requested that Mrs. Duck send me a certified copy of the order discharging the surety and plaintiff from liability on the bond.

I understand Mr. Widemire, who represents the defendant, will not be in Bay Minette tomorrow, so I am taking the liberty of sending this letter to you, with a copy to Mr. Widemire. I understand he will file a release with Your Honor and ask Your Honor to enter the appropriate orders to effect this settlement.

October 15, 1962

I understand Miller Widemire talked to Mrs. Duck and that she suggested that we send these papers direct to the Court.

Respectfully yours,


WILLIAM R. LAUTEN

WRL:mh

cc: Honorable Miller A. Widemire
Attorney at Law
Post Office Box 1671
Mobile, Alabama

LAW OFFICES OF
J. TERRY REYNOLDS, JR.
AND
WILLIAM R. LAUTEN
ATTORNEYS AT LAW
605-6 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA

HEMLOCK 3-3661

August 21, 1961

Honorable Taylor Wilkins
Sheriff of Baldwin County
Bay Minette, Alabama

Re: C. A. Nichols, etc.
Vs: Mobile Bay Inn, Inc., etc.

Dear Sheriff:

I wrote you about this the other day. Mrs. Nichols just telephoned me. She says that the marking on the back that indicates the number is some kind of India ink. I believe I advised you that it was some sort of ^{white} crayon marking. Anyway, my secretary just misunderstood her when she call in about it.

Please let me know as soon as you can whether or not you are able to locate these television sets and attach them after you have received the further information regarding their whereabouts and their description.

With kindest regards, I am

Yours very truly,


WILLIAM R. LAUTEN

WRL:mh

cc: Mrs. C. A. Nichols
c/o C. A. Nichols TV
Route 4, Box 396C
Mobile, Alabama

LAW OFFICES OF
J. TERRY REYNOLDS, JR.
AND
WILLIAM R. LAUTEN
ATTORNEYS AT LAW
605-6 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA

HEMLOCK 3-3661

July 27, 1961

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
County Courthouse
Bay Minette, Alabama

Re: C. A. Nichols, etc.
Vs: Mobile Bay Inn, Inc., etc.

Dear Mrs. Duck:

I enclose herewith a complaint to be filed on behalf of our client, C. A. Nichols, in the above case. Please file this complaint in the Circuit Court and issue a summons to the defendant who may be served as shown on the complaint. I also enclose an affidavit executed by our client for an attachment of 20 television sets, which can be found at the Mobile Bay Inn, Inc., on the causeway. I also enclose a writ of attachment to be executed by you. Please have the writ of attachment served in the same manner as the complaint. Please cause notice of the writ of attachment to be issued to the defendant. I also enclose herewith a bond, the claim being for \$378.68, with interest and costs.

The surety on this bond is Trinity Universal Insurance Company of Dallas, Texas.

Please have the Sheriff notify us when this attachment has been levied and the notice has been given to the defendant. If he has any trouble in locating these television sets, please have him contact us.

Thanking you, I am

Yours very truly,


WILLIAM R. LAUTEN

WRL:mh
Enclosures

cc: Honorable Taylor Wilkins
Sheriff of Baldwin County
Bay Minette, Alabama
cc: Key Realty Company
526 Houston Street
Mobile, Alabama

cc: Mr. C. A. Nichols
Route 4, Box 396-C.
Mobile, Alabama

Handwritten signature

QE 45550 - 120c
Philco Predicta
QE 45547

LAW OFFICES OF
J. TERRY REYNOLDS, JR.
AND
WILLIAM R. LAUTEN
ATTORNEYS AT LAW
605-6 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA

HEMLOCK 3-3661

August 18, 1961

Honorable Taylor Wilkins
Sheriff of Baldwin County
Bay Minette, Alabama

Re: C. A. Nichols, etc.
Vs: Mobile Bay Inn, Inc., etc.

Dear Sheriff:

I am advised that you are having trouble locating the television sets on which our client made repairs, and upon which he claims a lien and has filed attachment proceedings in the Probate Court of Baldwin County. Our client, Mr. C. A. Nichols who operates C. A. Nichols TV, is presently out of town, but his wife contacted him and says that these numbers are located on the top right-hand side of the back of each television set, and they are written in some kind of white chalk or white crayon. They are not on a metal plate. We are informed that these television sets are still located in the Holiday Inn Motel or Mobile Bay Inn. *in the room.*

As a matter of fact, our client informs us that he did work on nearly all the sets located in the motel, but he is only claiming these particular sets. These numbers were given to us by Mr. Nichols, and he says he is reasonably sure they are still in the motel. These sets are described as follows:

One (1) each of the following Philco TV 21 inch, 4242L-the Predicta Model, identified as, H-A-B-5, H-A-B-8, H-A-B-4, H-A-B-101, H-A-B-88, H-A-B-57, H-A-B-66, H-A-B-94, H-A-B-77, H-A-B-53, H-A-B-18, H-A-B-42, H-A-B-3, H-A-B-13, H-A-B-59, H-A-B-70, H-A-B-86, H-A-B-98, H-A-B-24, and H-A-B-90.

It would be very much appreciated if you would try again to attach the sets. If you still have trouble locating them, please contact me, because

August 18, 1961

Mr. Houston, a friend of Mr. Nichols, is familiar with the work that was done and says he will be glad to help you in locating them.

I understand that a mortgage on the motel is being foreclosed in the very near future, so your immediate attention on this will certainly be appreciated.

Thanking you for this and for your past courtesies, and with kindest personal regards, I am

Yours very truly,



WILLIAM R. LAUTEN

WRL:mh

P.S.: I tried to telephone you about this, but you were out of the office and I was unable to reach you.



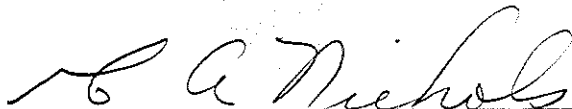
WRL

STATE OF ALABAMA)
COUNTY OF MOBILE)

Before me, the undersigned authority in and for said County in said State, personally appeared C. A. NICHOLS, who, being by me first duly sworn, deposes and says that he has commenced, or will at the time of the filing of this affidavit in Court commence, a suit styled C. A. Nichols, individually, and doing business as C. A. Nichols T.V., plaintiff, vs. Mobile Bay Inn, Inc., a corporation, formerly known as Holiday Inn of Mobile, Inc., a corporation, formerly doing business as "The Holiday Inn Motel", defendant, in the Circuit Court of Baldwin County, Alabama, At Law, to recover the sum of THREE HUNDRED SEVENTY-EIGHT AND 68/100 (\$378.68) DOLLARS, with the interest thereon. Said sum is claimed for work and labor upon and materials furnished by the said plaintiff, at the request of the said defendant, from, to-wit, February 28, 1961, to, to-wit, May 17, 1961, for the repair of the following described personal property, viz:

One (1) each of the following Philco TV 21 inch, 4242L-the Predicta Model, identified as, H-A-B-5, H-A-B-8, H-A-B-4, H-A-B-101, H-A-B-88, H-A-B-57, H-A-B-66, H-A-B-94, H-A-B-77, H-A-B-53, H-A-B-18, H-A-B-42, H-A-B-3, H-A-B-13, H-A-B-59, H-A-B-70, H-A-B-86, H-A-B-98, H-A-B-24, and H-A-B-90.

Said sum of money represents the price agreed on or the value of the repair of said personal property, and is still due and unpaid. Affiant claims a lien on said personal property for said amount, with the interest thereon, from, to-wit, May 17, 1961, by virtue of Title 33, Section 25, of the 1940 Code of Alabama; Affiant further says that such attachment is not sued out for the purpose of vexing or harassing the defendant, but said attachment is sued out to enforce said lien in accordance with Title 33, Section 26, of the 1940 Code of Alabama; that the Affiant is informed and believes, and upon such information and belief states, that said Defendant for whom said personal property was repaired, is the owner thereof.


Affiant

Subscribed and sworn to before me this
21st day of July, 1961.


Notary Public, Mobile County, Alabama.

C. A. NICHOLS, individually
and d/b/a C. A. Nichols T.V.,

Plaintiff

vs.

MOBILE BAY INN, INC., a
corporation, formerly known as
HOLIDAY INN MOTEL OF MOBILE, INC.,
a corporation, formerly doing
business as "The Holiday Inn Motel",

Defendant

IN THE CIRCUIT COURT

OF BALDWIN COUNTY,

ALABAMA

AT LAW

No. 4790

MOTION AND PLEA

Comes now MOBILE BAY INN, INC., a corporation,
formerly known as HOLIDAY INN MOTEL OF MOBILE, INC., a
corporation, formerly doing business as "The Holiday Inn Motel",
and ISLAND MOTEL CORPORATION, an Alabama corporation,
by and through their attorneys, Hamilton, Denniston, Butler
& Riddick, and appearing specially and only for the purposes
of the within motion and plea, and for no other purpose,
and not submitting to the jurisdiction of this Honorable
Court, moves the Court and pleas as hereinafter prayed, and
for grounds thereof, separately and severally, saith:

ONE

There is no corporation by the name of MOBILE BAY
INN, INC., a corporation, known to the party who should be the
correct Defendant herein.

TWO

There is no corporation known by the name of HOLIDAY
INN MOTEL OF MOBILE, INC., a corporation, as known to the party
who should be the correct Defendant herein.

THREE

The Plaintiff has sued the wrong party herein. The
correct name and the style of the Defendant who should be a
party Defendant hereto is ISLAND MOTEL CORPORATION, an Alabama

corporation.

WHEREFORE, MOBILE BAY INN, INC., a corporation, formerly known as HOLIDAY INN MOTEL OF MOBILE, INC., a corporation, formerly doing business as "The Holiday Inn Motel" and ISLAND MOTEL CORPORATION, an Alabama Corporation, moves your Honor (1) to quash and vacate the alleged service of complaint and summons heretofore attempted in this cause, (2) to vacate the writ of attachment heretofore issued by the Honorable Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, on the 28th day of July, 1961, (3) and further to abate the within suit.

HAMILTON, DENNISTON, BUTLER & RIDDICK

By: Miller C. Williams
Attorneys for the Defendant named in the caption hereof and Island Motel Corporation, appearing specially for the purpose of this motion and plea and for no other purpose, and not submitting to the jurisdiction of this Honorable Court.

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, the undersigned Notary Public in and for the State of Alabama and County aforesaid, personally appeared S. R. Winn, who is known to me, and who being by me first duly sworn, deposed and said that he had read the foregoing motion and plea, and that he has knowledge of the facts stated in the foregoing motion and plea, and that the matters therein stated are true.

S. R. Winn

Sworn and subscribed to before me this 4th day of October, 1961.

Margaret J. Thompson
Notary Public, Mobile County, Alabama
My Commission Expires November 18, 1964

FILED
OCT 5 1961
ALICE J. DUCK, CLERK
REGISTER

C. A. NICHOLS, INDIVIDUALLY,
and d/b/a C. A. NICHOLS T.V.,

Plaintiff

Vs.

MOBILE BAY INN, INC.,
a corporation formerly known
as HOLIDAY INN MOTEL OF
MOBILE, INC., a corporation,
formerly d/b/a "THE HOLIDAY
INN MOTEL",

Defendant

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IN THE CIRCUIT COURT

OF BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 4790

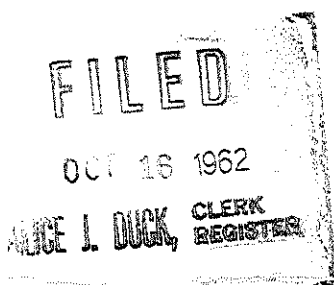
RELEASE ON ATTACHMENT BOND

Comes now Mobile Bay Inn, Inc., a corporation, formerly known as Holiday Inn Motel of Mobile, Inc., a corporation, formerly d/b/a "The Holiday Inn Motel", by and through their attorneys, Hamilton, Denniston, Butler & Riddick, and do hereby release C. A. Nichols, individually, and d/b/a C.A. Nichols T.V., as principal, and the sureties thereon from any and all claim, liability, cost and damages (except the cost of court herein) arising from or by virtue of that certain Attachment Bond being filed in this cause and that certain Writ of Attachment being issued out by the Clerk of this Honorable Court on the 28th day of July, 1961, all in this cause.

HAMILTON, DENNISTON, BUTLER & RIDDICK

By

Miller A. Widemire



STATE OF ALABAMA)
)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that we, C. A. Nichols, as principal, and Trinity Universal Insurance Company of Dallas, Texas, as surety, are held and firmly bound unto Mobile Bay Inn, Inc., a corporation, formerly known as Holiday Inn of Mobile, Inc., formerly doing business as "The Holiday Inn Motel", in the sum of EIGHT HUNDRED AND NO/100(\$800.00) DOLLARS, to be paid to the said Mobile Bay Inn, Inc., a corporation, formerly known as Holiday Inn of Mobile, Inc., a corporation, formerly doing business as "The Holiday Inn Motel", their successors or assigns, for which payment, and well and truly to be made, we bind ourselves/our heirs, executors, administrators and successors, jointly and separately, firmly by these presents.

Seal with our seals and dated this 25 day of July, 1961.

The condition of the above obligation is such that, whereas, the above bounden C. A. Nichols has commenced a suit styled C. A. Nichols, individually and doing business as C. A. Nichols T.V., plaintiff, vs. Mobile Bay Inn, Inc., a corporation, formerly known as Holiday Inn of Mobile, Inc., a corporation, formerly doing business as "The Holiday Inn Motel", defendant, in the Circuit Court of Baldwin County, Alabama, has claimed a lien on the following described personal property, viz:

One (1) each of the following Philco TV 21 inch, 4242L, the pre-dicta Model, identified as, H-A-B-5, H-A-B-8, H-A-B-4, H-A-B-101, H-A-B-88, H-A-B-57, H-A-B-66, H-A-B-94-, H-A-B-77, H-A-B-53, H-A-B-18, H-A-B-42, H-A-B-3, H-A-B-13, H-A-B-59, H-A-B-70, H-A-B-86, H-A-B-98, H-A-B-24, and H-A-B-90.

and had made affidavit that said defendant is the owner of said property and that said lien is claimed for the balance due for repair of said property in the amount of THREE HUNDRED SEVENTY-EIGHT AND 68/100 (\$378.68) DOLLARS, with the interest thereon from May 17, 1961, and has prayed that the lien be enforced by an attachment of said property;

Now, if the said C. A. Nichols, individually and doing business as C. A. Nichols T. V., will prosecute said attachment to effect and pay the

defendant in said suit all such damages as it may sustain by the wrongful or vexatious suing out of said attachment, then the above obligation to be void; otherwise, to remain in full force and effect.

C. A. Nichols (SEAL)
C. A. Nichols, Principal

TRINITY UNIVERSAL INSURANCE
COMPANY of DALLAS, TEXAS

By: G. William Blair (SEAL)
Its Attorney-in-fact, Surety.

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Miriam H. Hill, a Notary Public in and for said County in said State, hereby certify that C. A. Nichols, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he signed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21st day of July, 1961.

Miriam H. Hill
Notary Public, Mobile County, Alabama.

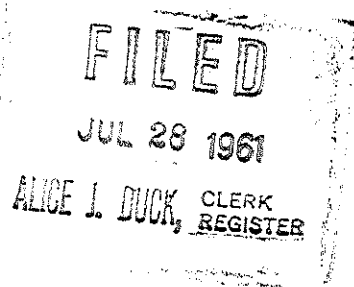
STATE OF ALABAMA)
COUNTY OF ~~MOBILE~~)
Jefferson

I, Ellen Simonton, a Notary Public in and for said County in said State, hereby certify that G. William Blair, whose name as attorney-in-fact, for Trinity Universal Insurance Company of Dallas, Texas, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such attorney-in-fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 25 day of July, 1961.

Ellen Simonton
Notary Public, ~~Mobile~~ County, Alabama.
Jefferson

Notary Public, Jefferson County, Alabama
My Commission Expires Dec. 5, 1964



STATE OF ALABAMA)
COUNTY OF MOBILE)

Before me, the undersigned authority in and for said County in said State, personally appeared C. A. NICHOLS, who, being by me first duly sworn, deposes and says that he has commenced, or will at the time of the filing of this affidavit in Court commence, a suit styled C. A. Nichols, individually, and doing business as C. A. Nichols T.V., plaintiff, vs. Mobile Bay Inn, Inc., a corporation, formerly known as Holiday Inn of Mobile, Inc., a corporation, formerly doing business as "The Holiday Inn Motel", defendant, in the Circuit Court of Baldwin County, Alabama, At Law, to recover the sum of THREE HUNDRED SEVENTY-EIGHT AND 68/100 (\$378.68) DOLLARS, with the interest thereon. Said sum is claimed for work and labor upon and materials furnished by the said plaintiff, at the request of the said defendant, from, to-wit, February 28, 1961, to, to-wit, May 17, 1961, for the repair of the following described personal property, viz:

One (1) each of the following Philco TV 21 inch, 4242L-the Predicta Model, identified as, H-A-B-5, H-A-B-8, H-A-B-4, H-A-B-101, H-A-B-88, H-A-B-57, H-A-B-66, H-A-B-94, H-A-B-77, H-A-B-53, H-A-B-18, H-A-B-42, H-A-B-3, H-A-B-13, H-A-B-59, H-A-B-70, H-A-B-86, H-A-B-98, H-A-B-24, and H-A-B-90.

Said sum of money represents the price agreed on or the value of the repair of said personal property and is still due and unpaid. Affiant claims a lien on said personal property for said amount, with the interest thereon, from, to-wit, May 17, 1961, by virtue of Title 33, Section 25, of the 1940 Code of Alabama; Affiant further says that such attachment is not sued out for the purpose of vexing or harassing the defendant, but said attachment is sued out to enforce said lien in accordance with Title 33, Section 26, of the 1940 Code of Alabama; that the Affiant is informed and believes, and upon such information and belief states, that said Defendant for whom said personal property was repaired is the owner thereof.

C. A. Nichols
Affiant

Subscribed and sworn to before me this
21st day of July, 1961.

Miriam G. Hill
Notary Public, Mobile County, Alabama.

FILED

JUL 28 1961

ALICE I. DUCK, CLERK
REGISTER

WRIT OF ATTACHMENT

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

TO ANY SHERIFF OF THE STATE OF ALABAMA --Greetings:

WHEREAS, a complaint has been made by C.A. Nichols, individually and doing business as C. A. Nichols T. V., that Mobile Bay Inn, Inc., a corporation, formerly known as Holiday Inn of Mobile, Inc., a corporation, formerly doing business as "The Holiday Inn Motel ", is justly indebted to him, the said C. A. Nichols, individually and doing business as C.A. Nichols T. V., in the sum of THREE HUNDRED SEVENTY-EIGHT AND 68/100 (\$378.68) DOLLARS, with the interest thereon from, to-wit, May 17, 1961, for work and labor upon and materials furnished in the repair of the below described personal property, and whereas, an affidavit has been made and a bond given as required by law in such cases; you are hereby commanded to attach the following described personal property, viz:

One(1) each of the following Philco TV 21 inch, 4242L, the Pre-
dicta Model, identified as, H-A-B-5, H-A-B-8, H-A-B- 4,
H-A-B-101, H-A-B-88, H-A-B-57, H-A-B-66, H-A-B-94, H-A-B-
77, H-A-B--53, H-A-B-18, H-A-B-42, H-A-B-3, H-A-B-13, H-A-B-
59, H-A-B- 70, H-A-B-86, H-A-B-98, H-A-B-24, and H-A-B-90.

or so much thereof as will be of value to satisfy said debt and costs, according to the complaint, and said personal property, unless replevied, so to secure that the same may be liable to future proceedings thereon, to be had at the next term of the Circuit Court of Baldwin County, Alabama, to be held at the Court-house of Baldwin County, Bay Minette, Alabama, when and where you must make known how you have executed this writ.

Witness my hand at the office in Bay Minette, Alabama, this 28
day of July, 1961.

No Property Found

Alvin J. Ruck
Clerk

4790

C. A. Nichols

vs

Mobile Bay Saw

attachment

Return 8/7/61
No property
found on water
to attach.
Payson Clark
Shirley