

State of Alabama
County of Baldwin

To any Sheriff of the State of Alabama:

You are hereby commanded to summon N. A. Graham d/b/a City Furniture Company and O. R. Jones, to appear and plead, answer or demur within thirty days to the Bill of Complaint filed in the Circuit Court of said County by Woodrow R. Dean as Plaintiff and against N. A. Graham d/b/a City Furniture Company and O. R. Jones as Defendants.

Witness my hand, this 21 day of August, 1961.

Alice I. Duck
Clerk

Woodrow R. Dean

Plaintiff

Vs

N. A. Graham d/b/a City
Furniture Company

and

O. R. Jones

Defendants

In the Circuit Court of
Baldwin County, Alabama
At Law. No. 4825

The Plaintiff claims of the Defendants Twenty Five thousand dollars as damages, for that on to wit August 9, 1961, while the Plaintiff and his family were away from home, the Defendant O. R. Jones, an agent, servant or employee of the Defendant N. A. Graham while in the line and scope of his employment with said Defendant N. A. Graham, did break into a house at Dyas, in Baldwin County, Alabama, occupied by the Plaintiff and obtained several articles of furniture for which the Plaintiff was Bailee for Taylor Wilkins Sheriff of Baldwin County, Alabama. They also unlawfully took two end tables, one coffee table, one set of silverware and one 17 jewel Elgin wrist watch, the property of the plaintiff. While so engaged, said Defendant Jones did willfully and wantonly pile dresses, wearing apparel and other articles belonging to the Plaintiff, his wife and family, down on the floor and did walk and stamp upon them with wet, muddy shoes or boots and did damage them considerably. The Defendant, Jones, did run a truck upon and over a considerable number of flowers in the yard, belonging to the Plaintiff, ruining and killing them. Said Defendants had no right to the possession of said furniture, as the Plaintiff was in charge of it under a written agreement of Bailment from the Sheriff of Baldwin County, Alabama, Taylor Wilkins. The Plaintiff asks this Honorable Court that the aforesaid amount be assessed against said Defendants as actual and punitive damages.

Richard T. McQuilley
Attorney for the Plaintiff

Plaintiff demands a trial by jury.

Richard T. McQuilley
Attorney for the Plaintiff

FILED

AUG 21 1961

ALICE I. DUCK, CLERK
REGISTER

EX-8-22-61

4823
Woodrow R. Dean
Plaintiff

Vs

N. A. Graham d/b/a City
Furniture Company

and

O. R. Jones

Defendants

FILED

AUG 21 1961

ALICE J. DUCK, C. CLK.
R. G. JENKINS

Summons and Complaint

Mr. Graham can be
served at City Furniture
Co - Mobile and
Mr. Jones at City Furniture
Co. in Atmore

Received 21 day of Aug 1961
and on 23 day of Aug 1961
I served a copy of the within
on N. A. Graham

By service on N. A. Graham

TAYLOR WILKINS, Sheriff

By R. K. Jones D. S.

Executed 7/2/61
By serving a copy of the
S.P.C. on O. R. Jones
Atmore, Ala. D.S.

RECEIVED

AUG 23 1961

SHERIFF'S OFFICE

Woodrow R. Dean,	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
N. A. Graham, doing business	X	AT LAW
as City Furniture Company and		
O. R. Jones,	X	
Defendants	X	

DEMURRER

Come now the Defendants in the above styled cause, separately and severally, and demur to the complaint filed in said cause and as grounds of demurrer assign the following, separately and severally:

1. That said complaint fails to state a cause of action.
2. That said complaint does not allege that the Defendant O. R. Jones was an agent of the Defendant N. A. Graham, doing business as City Furniture Company, at the time and place complained of.
3. That said complaint fails to allege that the Defendant O. R. Jones was acting within the line and scope of his employment as agent of N. A. Graham, doing business as City Furniture Company at the time and place complained of.
4. That said complaint is vague, indefinite and uncertain in that it fails to set out which articles of furniture were "obtained" by the Defendants.
5. That said complaint fails to allege that either Defendant wrongfully took any article of furniture allegedly bailed to the Plaintiff.
6. For aught that appears the alleged bailor authorized the taking of any articles of furniture which may have been bailed to the Plaintiff.
7. That said complaint fails to set out the terms of any alleged bailment under which the Plaintiff had possession of the articles of furniture allegedly taken.
8. That said complaint fails to allege that the Defendant O. R. Jones was acting within the line and scope of his employment as an agent of the Defendant N. A. Graham, doing business as City

Furniture Company, in taking from said house property belonging to the Plaintiff.

9. That said complaint fails to allege that the Defendant O. R. Jones was acting within the line and scope of his employment as agent of the Defendant N. A. Graham, doing business as City Furniture Company, in allegedly running a truck upon or over flowers belonging to the Plaintiff in said yard.

Respectfully submitted,

CHASON & STONE

By:

John Earle Chason
Attorneys for Defendants

FILED

SEP 14 1991

ALICE J. DUCK, CLERK
REGISTER

4825

WOODROW R. DEAN,

Plaintiff,

vs.

N. A. GRAHAM, doing business
as City Furniture Company
and O. R. JONES,

Defendants

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

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DEMURRER

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FILED

SEP 14 1961

ALICE J. DUCK, CLERK
REGISTER

CHASON & STONE

ATTORNEYS AT LAW
BAY MINETTE, ALABAMA