

3240

ETHEL WILLIAMS

PLAINTIFF

VS

HUBERT KYSER

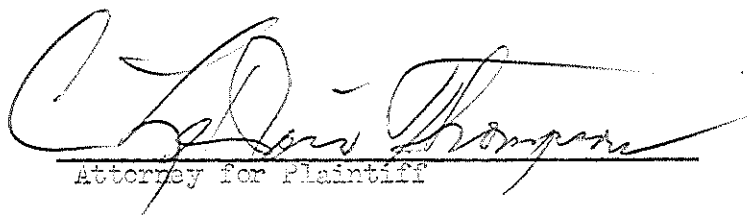
DEFENDANT

IN THE CIRCUIT COURT OF

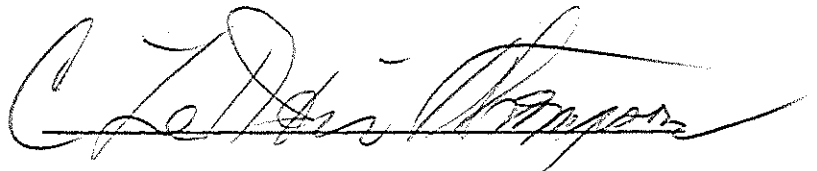
BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Plaintiff and moves the Court for a non-suit in the above styled cause.

  
Attorney for Plaintiff

I, C. LeNoir Thompson, hereby certify that I have mailed a copy, of the  
foregoing motion to Chason & Stone, Attorneys for the Defendant in said  
cause.



FILED  
JUN 17 1957  
ALICE L. DUCK, Clerk

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 3165

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon JOHN H. HALL

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-----

JOHN H. HALL

-----, Defendant---

by SOUTHERN GULF LUMBER COMPANY A CORP. d/a/b/ DELANEY'S

-----, Plaintiff---

Witness my hand this 15th day of March 1957

*Alvin J. Welch*-----, Clerk

SOUTHERN GULF LUMBER COMPANY : IN THE CIRCUIT COURT OF  
A CORP., D/B/A DELANEY'S,

PLAINTIFF,

BALDWIN COUNTY, ALABAMA

VS:

JOHN H. HALL,

AT LAW

DEFENDANT.

NO.

3165

COUNT ONE

THE PLAINTIFF CLAIMS OF THE DEFENDANT THE FOLLOWING  
PERSONAL PROPERTY, VIZ:

ONE G. E. REFRIGERATOR, MODEL No. LM11,  
SERIAL No. ON651220.

WITH THE VALUE OF HIRE OR USE THEREOF DURING THE  
DETENTION VIZ: FROM THE 5TH DAY OF SEPTEMBER, 1956.

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 ONE HUNDRED  
AND 00/100 (\$100.00) 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 W. Galloway  
ATTORNEYS FOR PLAINTIFF

ADDRESS OF DEFENDANT:

GENERAL DELIVERY  
LOXLEY, ALABAMA

THE PLAINTIFF SOUTHERN GULF LUMBER COMPANY, A  
CORPORATION, D/B/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 POSSESSIONS, UNLESS THE DEFENDANT GIVE 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 PRO-  
PERTY TO THE PLAINTIFF, AND PAY ALL COSTS AND DAMAGES  
WHICH MAY ACCRUE FROM THE DETENTION THEREOF.

Alfred. W. W. W.  
CLERK

THE STATE OF ALABAMA,  
BALDWIN ~~MOBILE~~ County

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, SOUTHERN GULF LUMBER Co., INC.,  
A CORP., D/E/A DELANEY'S AND IRENE COCHRAN & PETER V. CROLICH D/E/A  
UNION BONDING COMPANY

are held and firmly bound unto JOHN H. HALL

heirs, executors and administrators, in the  
sum of ONE THOUSAND AND 00/100 (\$1000.00) 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 12<sup>th</sup> day of March, A. D. 1957

The Condition of the above Obligation is such, That whereas the above bounden  
SOUTHERN GULF LUMBER Co., INC., A CORP., D/E/A DELANEY'S has, on  
the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, sued out from the office of the  
Clerk of the Circuit Court of BALDWIN ~~MOBILE~~, in the State of Alabama, a Writ of Detinue, returnable to the present  
term of said Circuit Court of BALDWIN ~~MOBILE~~ against the said JOHN H. HALL

for the recovery of the following property.

to-wit: ONE G.E. REFRIGERATOR, MODEL No. LM11N, SERIAL No. ON651220

NOW, if the said SO. GULF LUMBER Co., INC., A CORP., D/E/A DELANEY'S fail  
in said suit, and shall pay to the said JOHN H. HALL  
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/E/A DELANEY'S  
J. P. Beck (Seal)  
ITS AGENT

IRENE COCHRAN & PETER V. CROLICH D/E/A UNION BONDING Co.  
Peter V. Crollich (Seal)

Mobile, Alabama, March 13, 1957: I the undersigned, John E. Mandeville, Clerk of  
the Circuit Court of Mobile County, Alabama, do hereby certify that if the  
above and foregoing Detinue Bond were presented to me, I would approve the  
same.

Attest:

John E. Mandeville  
CLERK, CIRCUIT COURT, MOBILE COUNTY, ALABAMA

approved 3-15-57  
James J. Beck  
Clerk

STATE OF ALABAMA  
County of ~~MOBILE~~ BALDWIN:

SOUTHERN GULF LUMBER Co., Inc.,  
KNOW ALL MEN BY THESE PRESENTS, That we, A CORP., D/E/A DELANEY'S  
IRENE COCHRAN & PETER V. CROLICH, D/E/A  
as Principal, and UNION BONDING COMPANY, as Sureties, are held and firmly bound  
unto JOHN H. HALL

in the sum of ONE THOUSAND AND 00/100 (\$1000.00) 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 12  
day of MARCH in the year of our Lord, one thousand, nine hundred and FIFTY-SEVEN

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said  
SOUTHERN GULF LUMBER Co., Inc., A CORP., D/E/A DELANEY'S  
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  
manding him to take into his possession the following described property, to-wit:

ONE G. E. REFRIGERATOR, MODEL No. LM11N, SERIAL No. ON651220

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 G. E. REFRIGERATOR. MODEL No. LM11N, SERIAL No. ON651220

and whereas the said JOHN H. HALL  
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/E/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.

So, GULF LUMBER Co., Inc., A CORP., D/E/A DELANEY'S

By: [Signature] (Seal)  
ITS AGENT

IRENE COCHRAN & PETER V. CROLICH D/E/A UNION BONDING Co. (Seal)

[Signature] (Seal)

Taken and approved this the 21st day May 1957

Mobile, Alabama, March 13, 1957: I the undersigned, John E. Mandeville, Clerk of  
the Circuit Court of Mobile County, Alabama, do hereby certify that if the  
above and foregoing Detinue Bond were presented to me, I would approve the  
same.

Attest:

[Signature]  
CLERK, CIRCUIT COURT, MOBILE COUNTY, ALABAMA

ETHEL MARIA WILLIAMS,	¶	
Plaintiff,	¶	IN THE CIRCUIT COURT OF
vs.	¶	BALDWIN COUNTY, ALABAMA
HUBERT KYSER,	¶	AT LAW.
Defendant.	¶	

DEMURRER

Comes the Defendant in the above styled cause and demurs to the Complaint filed in said cause and each and every count thereof, separately and severally, and assigns the following separate and several grounds, viz:

1. That said count does not state a cause of action.
2. That said count does not show any duty owing by the Defendant to the Plaintiff.
3. That said count does not allege that the Defendant negligently injured the Plaintiff.
4. That said count does not properly allege that the driver of the automobile which collided with the automobile driven by the Plaintiff, was, at the time of such collision, the agent, servant or employee of the Defendant and was at such time acting in the line and scope of his employment as such.
5. That said count does not sufficiently set out the injuries received by the Plaintiff.
6. That said count does not sufficiently set out the damages which the Plaintiff sustained to her clothing and personal effects.
7. That said count does not state how much time the Plaintiff lost from her work.
8. That said count does not allege that the Plaintiff had any employment at the time of her injuries.
9. That said count does not sufficiently set out the permanent disability that the Plaintiff sustained.
10. That the allegation in count two of the complaint that John Horace Johnson at the time and place alleged was operating said automobile at the specific instance and request of the Defendant is but a conclusion of the pleader and does not allege any facts to show that


the Defendant would be liable for the negligence of the said John Horace Johnson at said time and place.

11. That count two of the complaint affirmatively shows that the Defendant was not operating an automobile owned by him and fails to show that such automobile, at said time and place was being operated by his agent, servant or employee who was acting within the line and scope of his employment.

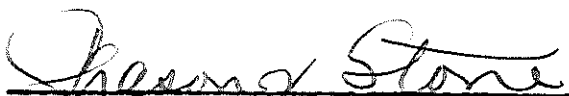
12. That the allegation in count three of the complaint that at the time and place of the accident John Horace Johnson was operating an automobile, property of the Defendant with the knowledge, consent and permission of the Defendant is but a conclusion of the pleader and fails to allege any liability on the part of the Defendant for such accident.

13. That the facts alleged in count three of the complaint would not make the Defendant liable for the negligence of John Horace Johnson.

14. That said complaint is concluded with a statement "Defendant demands trial by jury" which demand is made by the attorney for Plaintiff without any legal authority for his doing so.

  
Attorneys for Defendant

Defendant demands trial by jury.

  
Attorneys for Defendant.



3240

DEMURRER

ETHEL MARIA WILLIAMS,

Plaintiff,

vs.

HUBERT KYSER,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

FILED

JUN 5 1957

Alice L. Duck, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon HUBERT KYSER, to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of ETHEL MARIA WILLIAMS.

WITNESS my hand this 10 day of May, 1957.

Archie J. Hunte  
CLERK

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ETHEL MARIA WILLIAMS

PLAINTIFF

VS

HUBERT KYSER

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE.

CASE NO. \_\_\_\_\_

COUNT ONE

The Plaintiff claims of the Defendant FIVE THOUSAND (\$5,000.00) DOLLARS as damages for that on to-wit; Friday January 4, 1957, Plaintiff was operating an automobile, property of her husband Blanche Williams, along or upon a public highway in Baldwin County, Alabama at the intersection of U. S. Highway number 31 and alternate truck route U. S. 90 at a point approximately 19 miles from the Town of Bay Minette, and then and there John Horace Johnson, the agent, servant or employee of the Defendant, while acting in the line and scope of his employment negligently ran another automobile, the property of the Defendant into, over or against the automobile operated by said Plaintiff and thereby as the proximate result and consequence thereof said Plaintiff received severe personal injuries in this, to-wit: She was bruised and lacerated about the body and suffered bruises and contusions; she was made sick, sore and lame; she was internally injured; she was permanently injured; she was caused to expend considerable sums for medical treatment, hospital care, nursing and medicines in and about the treatment of her injuries; her clothing and personal effects were damaged and injured; she lost much time from her work; she was rendered permanently less able to work for all of which she claims damages as aforesaid.

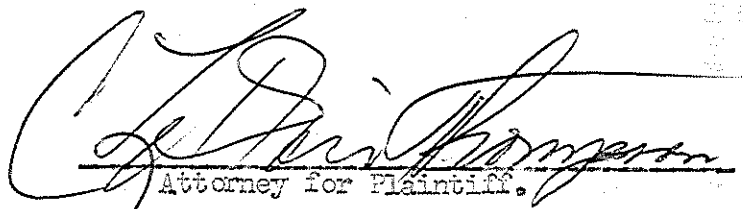
COUNT TWO

Plaintiff claims of the Defendant the sum of FIVE THOUSAND (\$5,000.00) DOLLARS as damages for that heretofore, on to-wit, on Friday January 4, 1957, one John Horace Johnson was operating an automobile upon a public highway in Baldwin County, Alabama at the intersection of U. S. Highway number 31 and alternate truck route 90 at a point approximately 19 miles from the Town of Bay Minette, and that the said John Horace Johnson at the time and place alleged was operating said automobile at the specific instance and request of the said Hubert Kyser, the owner of the said automobile, and the said John Horace Johnson so negligently operated said automobile into, over or against the automobile operated by said Plaintiff and thereby as the proximate result and consequence thereof said Plaintiff received severe personal injuries in this, to-wit: She was bruised and lacerated about the body and suffered bruises and contusions; she was made sick, sore and lame; she was internally injured; she was permanently injured; she was caused to expend considerable sums for medical treatment, hospital care, nursing and medicines in and about the treatment of her injuries; her clothing and personal effects were damaged and injured; she lost much time from her work; she was rendered permanently less able to work for all of which she claims damages as aforesaid;

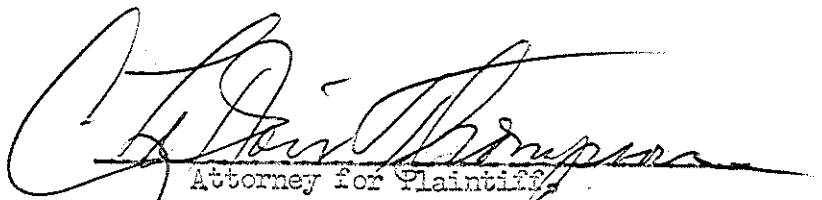
COUNT THREE

Plaintiff claims of the Defendant FIVE THOUSAND (\$5,000.00) DOLLARS as damages for that on to-wit: Friday January 4, 1957, Plaintiff was operating an automobile, property of her husband, Blanche Williams, along or upon a public highway in Baldwin County, Alabama at the intersection of U. S. Highway numbered 31 and alternate truck route numbered U. S. 90 at a point approximately 19 miles from the Town of Bay Minette, and then and there John Horace Johnson was operating an automobile, property of the Defendant, with the knowledge, consent, and permission of the said Defendant negligently ran said automobile, the property of the said defendant into, over or against the automobile operated by said Plaintiff and thereby as the proximate result and consequence thereof said Plaintiff received severe personal injuries in this, to-wit: She was bruised and lacerated about the body and suffered bruises and contusions,

she was made sick, sore and lame; she was internally injured; she was permanently injured; she was caused to expend considerable sums for medical treatment, hospital care, nursing and medicines in and about the treatment of her injuries; her clothing and personal effects were damaged and injured; she lost much time from her work; she was rendered permanently less able to work for all of which she claims damages as aforesaid.

  
Attorney for Plaintiff.

Defendant demands trial by jury.

  
Attorney for Plaintiff.