

N. A. Graham, doing business  
as City Furniture Company.

Plaintiff

vs

Mrs. Era Hinote

Defendant

In the Circuit Court of  
Baldwin County, Alabama  
At Law. NO. 2487

Now comes the Plaintiff in the above styled cause and moves this Honorable Court to strike the plea of set off filed in said cause, filed by the Defendant to-wit May 7, 1956, and having grounds for said motion assigns the following;

(1)

This Honorable Court specifically informed the Attorney for the Defendant, Mr. Connor Owens, that pleas to the complaint in this cause were due when his demurrer was overruled on Pleading Day, April 17; that the Defendant filed a plea of the General Issue at that time and the case was marked "at issue" and set for trial on May 11; that the Defendant waited until May 4, and filed this controversial plea; that it will be necessary if said plea is allowed for the Plaintiff to demur to said plea, resulting in more delay in the trial of said cause; that due to specific instructions of this Court the Defendant's Plea of set off should not be allowed, hence this motion to strike.

(2)

That a copy of said Plea was not served upon the Plaintiff by the Sheriff as required by Title 7, Sec. 362 of the 1940 Code of Alabama, and for having delayed in filing said Plea such an unreasonable time, to such a short time before trial, Plaintiff moves to strike said Plea from the record and proceed with the trial of said cause on the day set by this Hon. Court to-wit, May 11, 1956.

  
Attorney for the Plaintiff.

N. A. GRAHAM, d/b/a  
City Furniture Company,

Plaintiff

vs.

Mrs. Era Hinote,

Defendant

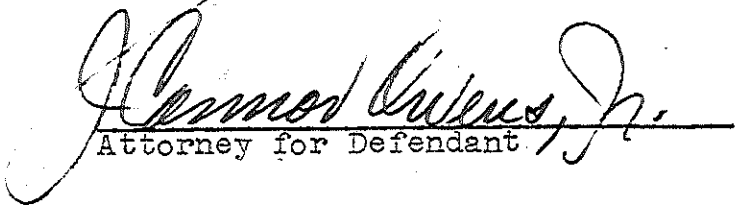
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW. NO. 2847

Comes now the defendant in the above style cause and demurs to the complaint of the plaintiff and to each count thereof, separately and severally, and as grounds for said demurrer set down and assign the following:

1. Said complaint fails to state a cause of action.
2. The averment thereof that the plaintiff claims a reasonable attorney's fee is improperly joined in an action for detinue.
3. That the complaint fails to aver on what grounds the plaintiff claims an attorney's fee.
4. That said complaint fails to allege the value of the property.
5. That said complaint fails to allege that the plaintiff owns the property sued for in this cause.
6. That the complaint fails to allege that the plaintiff has demanded the property of the defendant.
7. That an action of detinue will not support a claim for an attorney's fee.

  
Attorney for Defendant

**The State of Alabama, }**  
**Baldwin County**

KNOW ALL MEN BY THESE PRESENTS, That we, Era Hinote, and

W. S. Holliday and W. E. Clemmons

and

are held and firmly bound unto N. A. Graham, d/b/a City Furniture Company

in the sum of Four hundred and seventy-two and 70/100 Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this          day of February 19 56

The condition of the above obligation is such that whereas the said N. A. Graham,

d/b/a City Furniture Company did, on the 6th day

of February 19 56 sue out of the Circuit Court of Baldwin County a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the

following property, to-wit: One three-piece Bar Bedroom Suite, #5520

one 11/6 Inner spring mattress, one 11/6 Springs, one

9 ft. by 12 Ft. rug

which said writ was placed in the hands of Taylor Wilkins,

Sheriff of Baldwin County, Alabama, on the 6 day of February, 19 56,

and executed by him on the 8th day of February, 19 56, by taking into his possession the following property, to-wit:

Property described above.

And whereas the above bound Era Hinote,

Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said Era Hinote is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.

W. S. Holliday (SEAL)

W. E. Clemmons (SEAL)

X Era Hinote (SEAL)

Taken and approved this 10th day of Feb 19 56

Taylor Wilkins  
 Sheriff, Baldwin County, Ala.

AFFIDAVIT

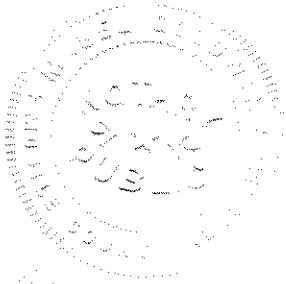
State of Alabama  
County of Mobile


To the Circuit Court of Baldwin County, Alabama:

This is to certify that I, N. A. Graham d/b/a City Furniture Company am the owner of that certain goods and chattels involved in a Detinue suit in the Circuit Court of Baldwin County, Alabama, styled N. A. Graham d/b/a City Furniture Company Vs Mrs Era Hinote, which said goods and chattels are more particularly described as follows;  
One 3 piece Bar Bedroom suite # 5520.  
One 4/6 Inner spring mattress  
One 4/6 Springs.  
One 9 ft. X 12 ft. rug.

  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
N. A. Graham

Subscribed and sworn to before me on this the 2 day of February 1956.



  
Notary Public, ~~Baldwin County~~  
Mobile County, Alabama

STATE OF ALABAMA,  
Baldwin County.

KNOW ALL MEN BY THESE PRESENTS, That We, City Furniture Company

N. A. Graham

as principal, and Herman Grodsky and D. Matranga,

as surety, are held and firmly bound unto Mrs. Era Hinote

in the sum of Four Hundred Seventy Two and 70/100----- DOLLARS,

to be paid to the said Mrs. Era Hinote, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly, by these presents. Sealed with our seals, and dated this 29<sup>th</sup> day of January in the year of our Lord, 1956.

The condition of the above obligation is such, That whereas the above bound City Furniture Company, on the day of the date hereof hath obtained at the suit of City Furniture Company vs. Mrs. Era Hinote,

a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of said County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

City Furniture Co  
N. A. Graham (L. S.)  
Herman Grodsky (L. S.)  
D. Matranga (L. S.)

Approved this 6<sup>th</sup> day of Feb 1956

I hereby certify that were this bond presented to me as Circuit Clerk, I would approve the same.

W. E. Mandroville  
Clerk, Circuit Court, Mobile County, Ala.

W. E. Mandroville  
Clerk.

Robert J. McFadden  
Attorney for the Plaintiff

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

Plaintiff

vs

Era Hinoje

Defendant

RECORDED

Summons and Complaint

FILED

FEB 6 1956

ALICE J. DUCK, Clerk

Executed this 8th day of Feb 1956  
by serving a copy of the within on  
Era Hinoje and taking into my  
possession the within described property  
bond was made by defendant on Feb 10th  
1956 and property delivered to def't

By J. Wilkins  
Sheriff