

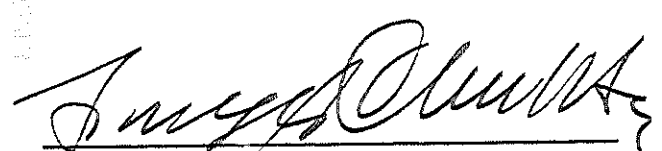
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JAMES HOUSTON BLACK,  
  
PLAINTIFF  
  
VS:  
  
TRAILMOBILE, INC., A CORPORATION,  
AND FIDELITY & DEPOSIT COMPANY OF  
MARYLAND, A CORPORATION,  
  
DEFENDANTS

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA,  
  
AT LAW

DEMURRER

Comes the defendants, Trailmobile, Inc., a corporation, and Fidelity & Deposit Company of Maryland, a Corporation, and demurs to the plaintiff's complaint and to each and every count thereof, and say that the complaint fails to state a cause of action.

  
Attorney for Defendants

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon TRAILMOBILE INC., a corporation, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation, 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, Alabama, at Bay Minette, against Trailmobile Inc., a corporation, and Fidelity and Deposit Company of Maryland, a corporation, by JAMES HOUSTON BLACK.

Witness my hand this the 4 day of August, 1956.

W. J. H. T.  
CLERK.

JAMES HOUSTON BLACK

PLAINTIFF

VS

TRAILMOBILE, INC., A CORPORATION,  
AND FIDELITY & DEPOSIT COMPANY  
OF MARYLAND, a CORPORATION,

DEFENDANTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW

1.

The Plaintiff claims of the Defendants the sum of SEVEN HUNDRED FIFTY (\$750.00) DOLLARS for breach of the condition of a bond made by the Defendants on the 19th day of October, 1955, payable to the Plaintiff in the sum of FOUR THOUSAND (\$4000.00) DOLLARS with condition that if the principal obligor in said bond, Trailmobile, Inc., should fail in his suit in detinue in the Circuit Court of Baldwin County, Alabama, against the said James Houston Black and the said Trailmobile Inc., Plaintiff in detinue as aforesaid, pay all such costs and damages as the said James Houston Black should sustain by reason of the wrongful complaint and the wrongful suing out of said detinue writ then the obligation in said bond to be void; otherwise to be of full force and effect and the Plaintiff says that the conditions of said bond has been broken by the Defendants in this:

That the said Trailmobile, Inc., failed in his detinue suit in that he voluntarily dismissed the detinue on February 28, 1956, and has wholly failed to pay the said James Houston Black, Plaintiff in this suit all the cost and damages that he sustained for reason of the wrongful suing out of said

BOOK 016 PAGE 322

detinue writ, to the damages as above stated and the Plaintiff alleges that the said complaint was wrongfully sued out by the Defendant to the damages of the Plaintiff in the sum of SEVEN HUNDRED FIFTY (\$750.00) DOLLARS as aforesaid, therefore he sues.

And Plaintiff further avers that said bond has been broken, in this that the said complaint named in said recited bond was wrongfully sued out whereby Plaintiff was compelled to employ counsel to defend said suit then wrongfully sued out in the cost of a large sum, to-wit: the sum of \$750.00; all of which said alleged damages the Plaintiff avers was a consequence of the wrongful suing out of the complaint.

2.

The Plaintiff claims of the Defendant the sum of THREE THOUSAND (\$3000.00) DOLLARS for breach of the conditions of a bond made by the Defendants on the 19th day of October, 1955, payable to the Plaintiff in the sum of FOUR THOUSAND (\$4000.00) DOLLARS with condition that if the principal obligor in said bond, Trailmobile, Inc., should fail in his suit in detinue in the Circuit Court of Baldwin County, Alabama, against the said James Houston Black and the said Trailmobile, Inc., Plaintiff in detinue suit as aforesaid, pay all such costs and damages as the said James Houston Black should sustain by reason of the wrongful complaint and wrongful suing out of said detinue writ, then the obligation in said bond be void; otherwise to be of full force and effect, And the Plaintiff says that the conditions of said bond have been broken by the Defendant, in this:

That the said Trailmobile, Inc., did fail in his detinue in that he voluntarily dismissed it and has wholly failed to pay the said James Houston Black, Plaintiff in this suit, all the cost and damages that he sustained for the reason of the wrongful suing out of said detinue writ; to the damages of the Plaintiff as above stated. And Plaintiff alleges that said complaint was wrongfully sued out by the Defendant to the damages of the Plaintiff in the sum of THREE THOUSAND (\$3000.00) DOLLARS as aforesaid, therefore he sues.

Plaintiff further avers that said bond has been broken in this, to-wit: that the said complaint named in said recited bond was wrongfully sued out whereby the Plaintiff was deprived of the use of One International tractor Model L 190, 1952, for a long period of time from to-wit, November 25, 1955, to February 28, 1956, this being the property for which detinue was brought.

That the value of the use and hire of this truck during this period of time was THREE THOUSAND (\$3000.00) DOLLARS; all of which said alleged damages Plaintiff avers was a consequence of the wrongful suing out of the complaint.

Wilters & Brantley

BY:

Gary J. Wilters  
Attorneys for the Plaintiff

The Plaintiff demands a trial by jury.

Wilters & Brantley

BY:

Gary J. Wilters  
Attorneys for the Plaintiff

The defendants can be served at

Trailmobile Inc.,  
2721 5th Ave. S.  
Birmingham, Ala.

E. F. Sanders, Agent  
Fidelity & Deposit Company,  
Foley, Alabama.

BOOK 016 PAGE 323