

ANDRED CULP,
Plaintiff,
VS.
LEWIS R. BORDERS,
Defendant.


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

16343

AMENDED COMPLAINT

Now comes the plaintiff in the above styled cause and amends the complaint heretofore filed in said cause, so that, as amended, the said complaint will read as follows:

"The plaintiff claims of the defendant the sum of Ten Thousand Dollars (\$10,000.00) for that heretofore on to-wit, August 25, 1964, at a point on U. S. Highway No. 90 at the place where the said highway intersects Alabama Highway No. 59 in Baldwin County, Alabama, the defendant so negligently operated a motor vehicle so as to cause it to run into, upon or against an automobile in which the plaintiff was a passenger and as a proximate result of the negligence of the said defendant, the plaintiff was injured and damaged in this: Five of his ribs were broken; he suffered a lacerated scalp; his lower lip was cut and lacerated to such an extent that it required the grafting of skin; his left leg was bruised and his eye glasses were broken and his left eye was cut; he was required to spend approximately fourteen days in a hospital under a doctor's care in and about the treatment of his said injuries; he was made nervous, sick and sore and was put to much expense in and about the treatment of said injuries. Plaintiff avers that all of his injuries and damages were the proximate result of the negligence of the said defendant at said time and place, hence this suit."

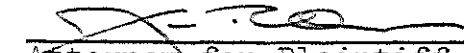

Attorney for Plaintiff

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JAN 11 1965

RECEIVED
JAN 11 1965

treatment of his said injuries; he was made nervous, sick and sore and was put to much expense in about the treatment of said injuries. Plaintiff avers that all of his injuries and damages were the proximate result of the negligence of the said defendant at said time and place, hence this suit.


Attorney for Plaintiff

FILED

DEC 17 1964

ALICE J. DUCK, CLERK
REGISTER

2730

ANDREW CULP,
Plaintiff

vs:

LEWIS R. BORDERS,
Defendant

RECEIVED IN OFFICE

DEC 21 1964

M. S. BUTLER, Sheriff

TAYLOR WALKINS
SHERIFF

Executed by serving 3 copies of
the within on Agnus Baggett
Secretary of State of The State of
Alabama.

This the 21 day of Dec 1964

Sheriff of Montgomery County

M. S. Butler

By J. R. Rames D. S.

The Sheriff claims 2
miles at 10c per mile for a total
of \$ 20

M. S. Butler, Sheriff
Montgomery County, Ala.

FILED

DEC 21 1964

ALICE J. DICK, CLERK
REGISTER

Serve: Secretary of State

ANDREW CULP,)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	*	BALDWIN COUNTY, ALABAMA
)	
vs.	(
	*	AT LAW
LEWIS R. BORDERS,)	
	(
Defendant.	*	CASE NO. 6343

D E M U R R E R

Comes now the Defendant, LEWIS R. BORDERS, and demurs to Plaintiff's Complaint as a whole, and to each and every count thereof, separately and severally, upon the following separate and several grounds:

1. Said count wholly fails to state a cause of action.
2. The allegations contained in said count are vague, uncertain and indefinite.
3. For aught that appears from the allegations of said count, there was no legal duty owing from this Defendant to the Plaintiff.
4. For that it affirmatively appears from the allegations of said count, that there was no legal duty owing from this Defendant to the Plaintiff.
5. For aught that appears from the allegations of said count, there was no breach of any legal duty owing from this Defendant to the Plaintiff.

6. Said count does not aver sufficient facts to state a cause of action.

7. For that said count fails to state the place where the alleged accident occurred.

8. For aught that appears, the said accident did not occur on a public road or highway.

9. No facts are alleged to show that the Defendant owed the Plaintiff any duty at the time and place of said accident.

10. For aught that appears, the Defendant owed Plaintiff no duty at the time and place of said accident.

11. Said count seeks to set out the quo modo constituting the negligence without sufficient facts alleged in support thereof.

12. For that it is not averred that the alleged injuries were proximately caused by the alleged negligence of the Defendant.

13. For aught that appears, there was no causal connection between the alleged negligence of this Defendant and the alleged injuries and damages of the Plaintiff.

14. For aught that appears, the Plaintiff was a trespasser at the time and place of said accident.

15. For aught that appears, the Plaintiff was not at a place where he had a right to be.

16. For that the Plaintiff fails to claim damages of the

Defendant.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 29 day of Dec, 1964, served a copy of the foregoing pleading on counsel for all parties to this proceeding, by mailing the same by United States mail, properly addressed, and first class postage prepaid.

ARMBRECHT, JACKSON, McCONNELL &
DeMOUY

By:

Marshall J. DeMouy
MARSHALL J. DeMOUY

By:

Brook G. Holmes
BROOK G. HOLMES

ANDREW CULP,)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	*	BALDWIN COUNTY, ALABAMA.
)	
vs.	(
	*	AT LAW
LEWIS R. BORDERS,)	
	(
Defendant.	*	CASE NO. 6343

D E M U R R E R

Comes now the Defendant in the above styled cause and refiles his Demurrer heretofore filed to Plaintiff's Complaint, as last amended, as a whole and to each and every count thereof, separately and severally.

ARMBRECHT, JACKSON, McCONNELL &
DeMOUY

By: Broox G. Holmes

BROOX G. HOLMES

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12th day
of JANUARY, 1965, served a copy of the
foregoing pleading on counsel for all parties to this
proceeding, by mailing the same by United States mail,
properly addressed, and first class postage prepaid.

Broox G. Holmes

FILED
JAN 28 1965
JAMES H. HICK, CLERK
COURT HOUSE

ANDREW CULP,)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	*	BALDWIN COUNTY, ALABAMA
)	
vs.	(
	*	AT LAW
LEWIS R. BORDERS,)	
	(
Defendant.	*	CASE NO. 6343

P L E A

Comes now the Defendant in the above styled cause and for answer to the Complaint as last amended and to each and every count thereof, separately and severally, files the following separate and several pleas:

1. Not guilty.
2. For a partial defense to the Complaint, as last amended, and to each and every count thereof and in satisfaction pro-tanto, the Defendant says:

That on, to-wit: November 16, 1964, the Plaintiff herein accepted partial satisfaction for the things and matters complained of in the Complaint from Mrs. Ray Loper, driver of the said automobile in which the Plaintiff was riding, or from Loper Lumber Company, owner of said automobile, or their insurer, Universal Underwriters Company. Defendant avers that the monetary amount of the said satisfaction is now unknown to Defendant but will be added by amendment when ascertained; but said money was accepted by Plaintiff in return for his execution and giving of a written release from liability or a covenant not to sue to the said Mrs. Ray Loper, Loper Lumber Company, or Universal Underwriters Company, by which instrument he agreed to release the said parties from liability or not to sue said parties for the things and matters for which he sues for in this cause.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 8th day of FEBRUARY, 1965, served a copy of the foregoing pleading on counsel for all parties to this proceeding, by mailing the same by United States mail, properly addressed, and first class postage prepaid.

ARMBRECHT, JACKSON, McCONNELL &
DeMOUY

By: Brook G. Holmes

BROOX G. HOLMES

095

FILED
FEB 10 1965
U.S. DISTRICT COURT
BALDWIN COUNTY, ALABAMA

ANDREW CULP,)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	*	BALDWIN COUNTY, ALABAMA
)	
vs.	(
	*	AT LAW
LEWIS R. BORDERS,)	
	(
Defendant.	*	CASE NO. 6343

MOTION TO PRODUCE

Comes now the Defendant in the above styled cause and respectfully moves the Court to order the Plaintiff, ANDREW CULP, to produce and deliver to the Defendant, or his attorney of record, any and all releases, covenants not to sue, or other documents or memoranda entered into by the Plaintiff with Mr. Ray Loper, Mrs. Ray Loper, Loper Lumber Company or Universal Underwriters Company, or any combination of the said persons or firms, by which instrument or document the Plaintiff, ANDREW CULP, agreed to release the said parties from liability or not to sue said parties for the things and matters for which he sues in this cause.

ARMBRECHT, JACKSON & DeMOUY

By: *Broox G. Holmes*
BROOX G. HOLMES

STATE OF ALABAMA §

COUNTY OF MOBILE §

Before me, the undersigned Notary Public in and for said County in said State, personally appeared BROOX G. HOLMES, Attorney for Defendant, who, being first duly sworn, deposes and says that the allegations in the foregoing Motion are true and correct and that the documents sought by such Motion are necessary and material to the proper defense of this cause and that the Attorney for the Plaintiff has had reasonable notice of this Motion.

Broox G. Holmes
BROOX G. HOLMES

SUBSCRIBED and SWORN TO
before me on this 25 day of
August, 1965.

Bess Peterson
Notary Public, Mobile County, Alabama

696

FILED

AUG 26 1965

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

ANDREW CULP,)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	*	BALDWIN COUNTY, ALABAMA.
)	
vs.	(
	*	AT LAW
LEWIS R. BORDERS,)	
	(
Defendant.	*	CASE NO. 6343

P L E A S

Comes now the Defendant in the above styled cause and amends his answer to the Complaint, as last amended, and to each and every count thereof, separately and severally, by filing the following separate and several pleas:

1. Not guilty.

2. That on, to-wit: November 17, 1964, the Plaintiff herein accepted satisfaction in the amount of Three Hundred Fifty-Two and 20/100 Dollars (\$352.20) for the things and matters complained of in the Complaint from Ray E. Loper Lumber Co. and Mrs. Ruby Loper, owner and driver, respectively, of the said automobile in which the Plaintiff was riding, and their insurer, Universal Underwriters Company. Defendant avers that said sum of money was accepted by Plaintiff in return for his execution and giving of a written covenant not to sue, by which instrument he agreed forever to refrain from instituting, pressing or in any way aiding any claim, demand, action or cause of action for the matters for which he sues for in this cause, all as set forth in a copy of said covenant not to sue attached hereto as Exhibit "A" and made a part hereof.

For a partial defense to the Complaint, as last amended, and to each and every count thereof and in satisfaction pro-tanto, the Defendant

files the following separate and several plea:

3. That on, to-wit: November 17, 1964, the Plaintiff herein accepted satisfaction in the amount of Three Hundred Fifty-Two and 20/100 Dollars (\$352.20) for the things and matters complained of in the Complaint from Ray E. Loper Lumber Co. and Mrs. Ruby Loper, owner and driver, respectively, of the said automobile in which the Plaintiff was riding, and their insurer, Universal Underwriters Company. Defendant avers that said sum of money was accepted by Plaintiff in return for his execution and giving of a written covenant not to sue, by which instrument he agreed to forever to refrain from instituting, pressing or in any way aiding any claim, demand, action or cause of action for the matters for which he sues for in this cause, all as set forth in a copy of said covenant not to sue attached hereto as Exhibit "A" and made a part hereof.

ARMBRECHT, JACKSON & DeMOUY

By:

Brook G. Holmes
BROOK G. HOLMES

CERTIFICATE OF SERVICE

I, BROOK G. HOLMES, do hereby certify that I have served a copy of the foregoing Pleas on James R. Owen, Esquire, Attorney for Plaintiff, by mailing a copy to him by United States mail, first class postage prepaid and properly addressed to his office in Bay Minette, Alabama, on this 19th day of May, 1966.

Brook G. Holmes
BROOK G. HOLMES

FILED
MAY 20 1966
ALBANY, N.Y.

098

Covenant Not to Sue

I, Andrew Culp, an individual
of Ray Minette in the County of Baldwin
and State of Alabama for his heirs, executors and administrators,
in consideration of (\$351.20) Three hundred fifty one dollars
and 20 cents Dollars
to me paid by Ray E. Lopez Lumber Co. and Ruby, Thelma L. Lopez
the receipt of which is hereby acknowledged, do by this instrument covenant with said
Ray E. Lopez Lumber Co. and Ruby, Thelma L. Lopez forever to refrain from
instituting, pressing or in any way aiding any claim, demand, action or cause of action for
damages, cost, loss of service, expenses or compensation for, on account of, or in any way growing
out of, or hereafter to grow out of an accident which happened to Andrew Culp

on or about the 25th day of August 1964 at or near
Rehoboth Beach, Alabama
whereby injuries were received by Andrew Culp

WITNESS my hand and Seal this 17th day of
November in the year 1964

In presence of,--

Barbara K. Young
Thomas M. Brown, Jr. Andrew Culp (L. S.)

Printed in U.S.A.

EXHIBIT A

ARMBRECHT, JACKSON, McCONNELL & DeMOUY
LAWYERS

MERCHANTS NATIONAL BANK BUILDING

P. O. BOX 290

MOBILE, ALABAMA

36601

AREA CODE 205
PHONE 433-1891

CABLE ADDRESS
SEALAW

WM. H. ARMBRECHT
THEODORE K. JACKSON
JOHN W. McCONNELL, JR.
MARSHALL J. DeMOUY
WM. H. ARMBRECHT, III
RAE M. CROWE
BROOK G. HOLMES
W. BOYD REEVES
JOHN GROW

December 29, 1964

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

Re: Andrew Culp, Plaintiff -vs-
Lewis R. Borders, Defendant.
At Law - Case No. 6343

Ellis Armstead, Plaintiff -vs-
Lewis R. Borders, Defendant.
At Law - Case No. 6342

Dear Mrs. Duck:

We enclose herewith Demurrers in each of the above cases which we wish to file in each case. We have mailed a copy of each of the Demurrers to Mr. James R. Owen, attorney for the plaintiffs.

Very truly yours,

ARMBRECHT, JACKSON, McCONNELL &
DeMOUY

By:


BROOK G. HOLMES

BGH:bp

Encls.

ARMBRECHT, JACKSON, McCONNELL & DEMOY
LAWYERS

MERCHANTS NATIONAL BANK BUILDING

P. O. BOX 290

MOBILE, ALABAMA

36601

AREA CODE 205
PHONE 433-1891

CABLE ADDRESS
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MARSHALL J. DEMOY
WM. H. ARMBRECHT, III
RAE M. CROWE
BROOK G. HOLMES
W. BOYD REEVES
JOHN GROW

February 8, 1965

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

Re: Ellis Armstead v. Lewis R. Borders
At Law - Case No. 6342

Andrew Culp v. Lewis R. Borders
At Law - Case No. 6343

Dear Mrs. Duck:

Enclosed please find Pleas which we wish to file on behalf of the Defendant in each of the above captioned cases. We have mailed a copy of each Plea to James R. Owen, Esq., attorney for the plaintiffs.

Very truly yours,

ARMBRECHT, JACKSON, McCONNELL &
DeMOY

By: 
BROOK G. HOLMES

BGH:bp
Enclosures.

cc (w/encls.): James R. Owen, Esq.

December 30, 1964

ANDREW CULP, Plaintiff
VS
LEWIS R. BORDERS, Defendant

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA AT LAW

CASE NO. 6343

TO THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW:

I, Mrs. Agnes Baggett, Secretary of State, hereby certify that on December 21, 1964
I sent by certified mail in an envelope addressed as follows:

"

Lewis R. Borders
2920 Thealane
Valdosta, Ga."

"Certified Mail—
Return Receipt Requested
Deliver to Addressee Only"

bearing sufficient and proper prepaid postage, a notice bearing my signature and the Great Seal of the State of Alabama in words and figures as follows:

"

Lewis R. Borders
2920 Thealane
Valdosta, Ga.

You will take notice that on December 21, 1964 the Sheriff of Montgomery County, Alabama, served upon me, in my official capacity, summons and complaint in a case entitled: ANDREW CULP, Plaintiff VS LEWIS R. BORDERS, Defendant

in the CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW
Case No. 6343 a true copy of which summons and complaint is attached hereto and the said service upon me as Secretary of State of the State of Alabama has the force and effect of personal service upon you.

WITNESS MY HAND and the Great Seal of the State of Alabama this the 21
day of December 1964

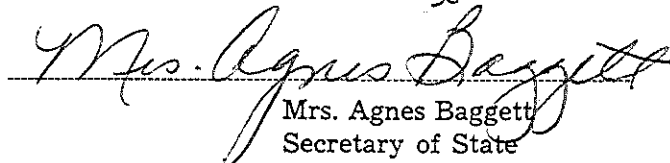
Enclosure (1)

(Signed) Mrs. Agnes Baggett
Secretary of State

I further certify that the notice above set out which was so mailed in the envelope addressed as above set forth had attached to it a true copy of the summons and complaint in the above-styled cause.

I further certify that on Dec 28 1964 I received the return card, showing receipt by the designated addressee of the aforementioned matter at Valdosta, Ga.
on 12-23-64

WITNESS MY HAND and the Great Seal of the State of Alabama this the 30 day
of December 1964


Mrs. Agnes Baggett
Secretary of State

Enclosures: Return Receipt Card and copy
of Summons and Complaint.

cc: Hon. J. R. Owen
110 Court House Sq.
Bay Minette, Ala.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Lewis R. Borders 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 the same, then and there to answer the complaint of Andrew Culp.

WITNESS my hand this 17 day of December, 1964.

Alice J. Duck
Clerk

* * * * *

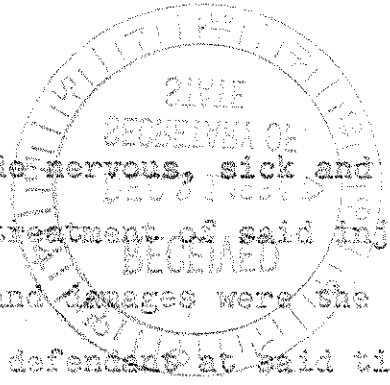
ANDREW CULP,
Plaintiff,
VS.
LEWIS R. BORDERS,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
6343

C O M P L A I N T
COUNT ONE

The plaintiff claims of the defendant the sum of Ten Thousand Dollars (\$10,000.00) for that heretofore on to-wit, August 25, 1964, at a point on U. S. Highway No. 90 at the place where the said highway intersects the Alabama No. 59 in Baldwin County, Alabama, the defendant so negligently operated a motor vehicle so as to cause it to run into, upon or against an automobile in which the plaintiff was a passenger and as a proximate result of the negligence of the said defendant, the plaintiff was injured and damaged in this: Five of his ribs were broken; he suffered a lacerated scalp; his lower lip was cut and lacerated to such an extent that it required the grafting of skin; his left leg was bruised and his eye glasses were broken and his left eye was cut; he was required to spend approximately fourteen days in a hospital under a doctor's care in and about the

treatment of his said injuries; he was made nervous, sick and sore and was put to much expense in about the treatment of said injuries. Plaintiff avers that all of his injuries and damages were the proximate result of the negligence of the said defendant at said time and place, hence this suit.



[Signature]
Attorney for Plaintiff

FILED
DEC 17 1934
ALICE L. DICK, CLERK
REGISTERED

Cal
S
W

INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver only to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

James David H. [Signature]

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED *5/13/66*

SHOW WHERE DELIVERED (only if requested)

RECEIVED MAY 16 1966

CS-16-71548-5-F GPO

POST OFFICE DEPARTMENT OFFICIAL USE ONLY

RECEIVED

DEC 28 1964

INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver only to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

[Signature]

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

REGISTERED NO.

CERTIFIED NO.

INSURED NO.

NAME OF ADDRESSEE

SECRETARY OF STATE

MONTICOMERY, ALABAMA

CITY, STATE, AND ZIP CODE

RETURN TO

CS-16-71548-5-F GPO

ANDREW GUER VS. LEWIS R. BORDERS

INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver only to addressee ☐ Show address where delivered

(Additional charges required for these services) 6343

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

L.R. Borders

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

CS-16-71548-5-F GPO