



We the jury find ~~in~~ for the
Defendants Fern Ruter and
L. Hammel Department Stores Inc
Roy Jimmy
Foreman

LEONA G. WILEY,

Plaintiff.

-vs-

FERN REUTER, FRED REUTER,
HAMMEL'S-ADAM GLASS STORE FOR
HOMES, a corporation, A, B and
C, a person, firm or corporation
who presently does business at
19 South Royal Street in the City
and County of Mobile, Alabama,
under the name of HAMMEL'S-ADAM
GLASS STORE FOR HOMES, individually
and jointly,

Defendants.

IN THE CIRCUIT COURT

OF MOBILE COUNTY,

ALABAMA.

AT LAW.

CASE NO. 18715

COUNT ONE

Plaintiff claims of the Defendants the sum of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS, damages, for that heretofore and on, to-wit, December 18, 1965, the Defendants, Fern Reuter and Fred Reuter, requested that the Plaintiff come to the home of said Defendants at 185 Country Club Drive, Lake Forest Estates, Daphne, Alabama, for the purpose of caring for the said Defendants' home and pets while said Defendants were away therefrom for several days. Plaintiff avers that while she was in the home of the said Defendants, Fern Reuter and Fred Reuter, for the sole benefit of said Defendants for the aforesaid purposes, she tripped on a portion of a rug on the floor which was elevated approximately three to four inches above the floor level of said home. Plaintiff further avers that the elevated portion of said rug upon which she tripped and fell was the same color as the remainder of the rug; that said elevated portion was not discernible by normal observation and was defective, dangerous and unsafe for the use of persons walking upon said rug. Plaintiff avers that both Defendants had knowledge of said dangerous, unsafe and defective condition of said rug and that the Plaintiff had no knowledge of said condition.

Plaintiff avers that the Defendant, Hammel's-Adam Glass Store for Homes, a corporation, was engaged in the business of selling rugs, furniture and other home furnishings to the general public in Mobile County, Alabama and that immediately prior to December 18, 1965, the Defendant, Hammel's-Adam Glass Store for Homes, had sold said rug to the Defendants, Fern Reuter and Fred Reuter, and had agreed to deliver said rug and to install the same in the home of said Defendants in a safe and proper manner for a valuable consideration paid by the said Defendants to the Defendant, Hammel's-Adam Glass Store for Homes. Plaintiff avers that the Defendant, Hammel's-Adam Glass Store for Homes, did in fact deliver said rug to the home of the Defendants, Fern Reuter and Fred Reuter, and did install said rug in said home with the portion thereof upon which the Plaintiff tripped and fell elevated three to four inches above the remainder of said rug as heretofore described, and said Defendant, Hammel's-Adam Glass Store for Homes, did further cause or allow said rug to remain in said defective, dangerous and unsafe condition until the time when the Plaintiff tripped upon it on to-wit, December 18, 1965, although notified of said condition and requested to remedy the same by the said Defendants, Fern Reuter and Fred Reuter, prior to December 18, 1965.

Plaintiff avers that as a proximate result of the aforesaid fall, she was injured and damaged in that her hip was broken; she was bruised and made sick, sore and lame; she suffered severe mental and physical pain and anguish and will so suffer in the future; she was caused to incur hospital bills, doctors' bills and other medical expenses for the care and treatment of her injuries and will incur further such expenses in the future; and she was permanently injured.

Plaintiff avers that all of her injuries and damages are the direct and proximate result of the negligence of the Defendants,

Fern Reuter and Fred Reuter, in negligently failing to warn the Plaintiff of the said dangerous, defective and unsafe condition of said rug and in the combined and concurring negligence of the Defendant, Hammel's-Adam Glass Store for Homes, in negligently failing to properly and safely install said rug in the home of the said Defendants, Fern Reuter and Fred Reuter.

COUNT TWO

Plaintiff adopts all of the allegations contained in the first three paragraphs of Count One of her complaint.

Plaintiff avers that all of her injuries and damages are the direct and proximate result of the negligence of the Defendants, Fern Reuter and Fred Reuter, in negligently failing to warn the Plaintiff of the said dangerous, defective and unsafe condition of said rug and in the combined and concurring negligence of the Defendant, Hammel's-Adam Glass Store for Homes, in negligently failing to correct or repair said dangerous, defective and unsafe condition of said rug after receiving notice thereof and being requested to do so as aforesaid.

CUNNINGHAM, BOUNDS & BYRD
ATTORNEYS FOR PLAINTIFF

BY: Richard Bounds
RICHARD BOUNDS

Plaintiff demands a trial by jury.

Richard Bounds
RICHARD BOUNDS

TRIAL ATTORNEYS: Richard Bounds
Robert T. Cunningham

Address of Defendants:

Fern Reuter
Fred Reuter
185 Country Club Drive
Lake Forest Estates
Daphne, Alabama

194

Hammel's-Adam Glass Store for Homes
19 South Royal Street
Mobile, Alabama

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

FERN REUTER, FRED REUTER, HAMMEL'S-ADAM GLASS STORE FOR
HOMES, a corporation, A, B and C, a person, firm or
corporation who presently does business at 19 South Royal
Street in the City and County of Mobile, Alabama under
the name of Hammel's*ADAM GLASS STORE FOR HOMES, individually
and jointly

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of

LEONA G. WILEY

WITNESS: John E. Mandeville, Clerk of said Court, this 9th day of March, 19 66

Attest: John E. Mandeville
Clerk

SHERIFF'S RETURN

Received 14 day of Mar, 19 66 and on 15 Day
of Mar, 19 66, I served a copy of
the within Cx-S on Hammel's Adam Glass
Store for Homes
by service on Mr. Russell, Compt.

RAY D. BRIDGES, SHERIFF

By J. Edwards D.S.
195

REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.

MAR 14 4 27 PM '66

BY _____

No. 18715 *H*

JUDGE _____ DOCKET

CIVIL DIVISION

CIRCUIT COURT
MOBILE COUNTY

LEONA G. WILEY

VS. }

Complaint and Summons

FERN REUTER, FRED REUTER,
HAMMEL'S-ADAM GLASS STORE FOR
HOMES, etc. *Ed*

Mr. Russell,

compt.

Issued 9th day of March, 1966

Defendant's Address

Serve Defendant, Hammel's-Adam
Glass Store for Homes
19 South Royal Street
Mobile, Alabama

CUNNINGHAM, BOUNDS & BYRD
BY: Richard Bounds

Plaintiff's Attorney

LEONA G. WILEY,

Plaintiff.

-vs-

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Extra Copy

Plaintiff avers that the Defendant, Hammel's-Adam Glass Store for Homes, a corporation, was engaged in the business of selling rugs, furniture and other home furnishings to the general public in Mobile County, Alabama and that immediately prior to December 18, 1965, the Defendant, Hammel's-Adam Glass Store for Homes, had sold said rug to the Defendants, Fern Reuter and Fred Reuter, and had agreed to deliver said rug and to install the same in the home of said Defendants in a safe and proper manner for a valuable consideration paid by the said Defendants to the Defendant, Hammel's-Adam Glass Store for Homes. Plaintiff avers that the Defendant, Hammel's-Adam Glass Store for Homes, did in fact deliver said rug to the home of the Defendants, Fern Reuter and Fred Reuter, and did install said rug in said home with the portion thereof upon which the Plaintiff tripped and fell elevated three to four inches above the remainder of said rug as heretofore described, and said Defendant, Hammel's-Adam Glass Store for Homes, did further cause or allow said rug to remain in said defective, dangerous and unsafe condition until the time when the Plaintiff tripped upon it on to-wit, December 18, 1965, although notified of said condition and requested to remedy the same by the said Defendants, Fern Reuter and Fred Reuter, prior to December 18, 1965.

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