

HARVEY WEBSTER,

Plaintiff,

VS.

GRADY P. GILBERT, JR.,
individually and doing
business as Robertsdale
Insurance Agency,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4892

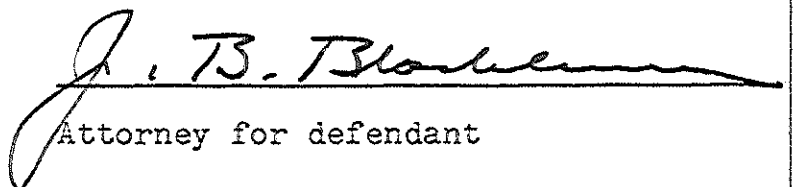
PLEAS

1. The defendant, for answer to the plaintiff's complaint as last amended, saith that the allegations of the said amended complaint are untrue.

2. The defendant, for answer to the plaintiff's complaint as last amended, says that on, to-wit, May 10, 1960, the plaintiff talked with the defendant about obtaining a surety bond for the plaintiff's employee, David Turberville, and the defendant wrote to the plaintiff about securing such bond.

On the said date and thereafter the defendant was authorized to write surety bonds for and on behalf of The Fidelity and Casualty Company of New York, but only on the terms and conditions which were prescribed by the said company and which were in effect at that time. One of the terms and conditions of the said company at the said time was that any person to be bonded by it must first sign a bond application and indemnity agreement, a copy of which is hereto attached, marked "Exhibit A" and by reference made a part hereof as though fully incorporated herein.

The defendant on several occasions requested the plaintiff's employee, the said David Turberville, to sign the bond application and indemnity agreement, which he failed or refused to do, because of which it was impossible for the defendant to secure a surety bond for the said David Turberville to protect the plaintiff against the loss which he alleges that he sustained.


Attorney for defendant

Branch Office

General Agent

(This form is to be completed by the Employee.)

The Fidelity and Casualty Company of New York

Form of Bond

80 MAIDEN LANE, NEW YORK CITY

BONDING DEPARTMENT

Bond No.

APPLICATION FOR FIDELITY INSURANCE

Mr., (Mrs. or Miss)

Amount of Bond \$.....

Position

at

Payable to

(Full name or exact style of Employer)

(Address of Employer in full, by Number, Street, City and State)

The Nature of the Employer's Business is

FULL NAME OF APPLICANT (PLEASE PRINT)

Age

Present residence address:

How long have you lived there?

State previous addresses in full and length of time you lived at each address, during last five (5) years.

SOCIAL SECURITY NUMBER

Born at

(Town and State)

on....., 19.....

How long did you live there?

Are you an American citizen?.....

No.

(St. or Ave.)

City

State

From.....to.....

No.

(St. or Ave.)

City

State

From.....to.....

Single?

Who constitute your family?

Married?

Husband?..... Wife?..... No. of Children?..... Others?.....

Separated?

Divorced?

Do they reside with you?

How long have you been in the continuous service of this employer?

In what position?

Employed at

Date of taking present position requiring this insurance

19.....

Do you receive any income beyond that of this employment?

If so, please state amount and sources?

Do you receive goods, merchandise or other property on consignment or otherwise?.....

Have you ever failed in business or compromised with creditors?

If so, when:....., 19.....; Where:.....; Business:.....;

Name of firm:.....; Assets: \$.....; Liabilities: \$.....

What were your banking connections at that time?.....

Do you own your home or hold interest in other real estate?.....

In whose name is the title?.....

Location of such realty

Description

Value

Incumbrance

Please give a description and state the approximate value of your personal property.

Have you any debts or liabilities other than for current expenses?

If so, please give amounts and state how they were incurred.

If paid by salary, state annual amount and when payable.

\$..... payable

Have you ever applied to any company for a bond?

If so, when?

Was the bond issued?

What company issued the bond?

Who was your employer?

Has any company ever refused to issue or to continue a bond for you?

If so, when?....., 19..... Name of the Company:

On what ground was the bond refused?.....

Have you ever been in arrears or in default in your present or previous employment?

If so, please give particulars.

APPLICANT'S PARENTS, IF LIVING, OR OTHER NEAREST RELATIVES

NAME	RELATIONSHIP	OCCUPATION	ADDRESS (Street and No. in cities)
.....
.....
.....

YOUR OCCUPATIONS THROUGHOUT THE LAST TEN YEARS

Furnish below full particulars of your past occupations or employments during the last ten years, as called for under the column headings. If you were at school within this period, give accurate identification and attendance at each school. Begin in the top space with your most recent activity. If the spaces here are insufficient, please complete the record on a separate sheet and join together.

PLEASE TYPE OR PRINT INFORMATION BELOW

From	To	Full name or exact style (if firm or corporation) of your employer and his business and address.	Town and street address of place where you worked.	Name and present address of your Superintendent.	Nature of your position or occupation.	Why did you leave?
Month	Month					
19.....	19.....					
Month	Month					
2.....	19.....					
Month	Month					
3.....	19.....					
Month	Month					
4.....	19.....					
Month	Month					
5.....	19.....					
Month	Month					
6.....	19.....					

REFERENCES

Give as references the names and post-office addresses in full of three or four persons well acquainted with you during the past few years and not related to you. They should be persons of good standing in their respective communities. Please do not refer to any officer or fellow-employee in the service in which you are engaged, nor to any former employer.

NAME	PROFESSION OR BUSINESS	RESIDENCE ADDRESS IN FULL (Street No. and City)
Mr.....		
Mr.....		
Mr.....		
Mr.....		

I hereby declare that the foregoing statements are true, and I hereby apply to THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, hereinafter called the Company, for a bond in my behalf of such kind and in such amount as the employer to be named as beneficiary in the said bond may now or hereafter require. I also hereby agree for myself, my heirs, executors, and administrators, to indemnify the Company against any losses, damages, costs, charges, and expenses it may sustain, incur, or become liable for in consequence of my acts while under the said bond or any renewals thereof, or any new bond issued in continuation thereof or as a substitute therefor; and any proper evidence of the payment by the Company of any such losses, damages, costs, charges, or expenses shall, in the absence of fraud on the part of the Company in making such payment, be conclusive evidence against me, my heirs, executors, and administrators, of the fact and extent of my liability to the Company under this agreement. I hereby further agree that the Company shall have the right to decline to grant the bond applied for; that, in case the bond is granted, the Company shall have the right to withdraw or cancel the bond at any time; that the Company shall not be required to disclose the reasons or grounds upon which any action on its part in connection with the said bond may be based; and that the Company shall not be responsible for any loss or damage that I may suffer by reason of any such action, any statutory provisions to the contrary being hereby expressly waived by me.

This agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement hereon signed by an authorized representative of the Company.

Dated and signed at....., this..... day of....., 19.....

(Town and State)

In the presence of

(Signature in full of the Applicant)

W. L. G. H. Y. T.

HARVEY WEBSTER,

VS.

Plaintiff,

GRADY P. GILBERT, JR., individ-
ually and doing business as
Robertsdale Insurance Agency,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4892

*Filed 8/29/60
H. B. Blackburn
J. B. Blackburn*

J. B. BLACKBURN
ATTORNEY AT LAW
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 Grady P. Gilbert 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 Harvey Webster.

Witness my hand this 28 day of September, 1961.


Clerk

HARVEY WEBSTER,

X

Plaintiff,

X

vs.

X

GRADY P. GILBERT, JR.,
Individually and doing
business as Robertsdale
Insurance Agency,

X

X

X

Defendant.

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The Plaintiff claims of the Defendant Eight Hundred Seventy-nine Dollars and Forty-six Cents (\$879.46) as damages for that on, to-wit: May 14, 1960, the Defendant, for a valuable consideration, promised to secure a valid fidelity bond insuring the Plaintiff for one year against loss or losses by the Plaintiff for and on account of the infidelity or fraudulent acts of D. C. Turberville as an employee of the Plaintiff, and who was, at said time and until, to-wit: July 1, 1960, an employee of the Plaintiff. That although the Defendant promised to secure such fidelity bond covering such loss or losses the Plaintiff alleges that the Defendant failed to secure such fidelity bond and that during the period of time from, to-wit: May 20, 1960, until, to-wit: June 20, 1960, the Plaintiff suffered a loss or losses for and on account of fraudulent acts committed by the said D. C. Turberville as an employee of the Plaintiff in the amount of \$939.46 of which amount the Plaintiff has had restitution only in the amount of \$60.00.

And the Plaintiff further alleges that the Defendant breached his contract with the Plaintiff in that he failed to secure said fidelity bond to protect the Plaintiff from such losses and the Defendant has had notice of such losses but notwithstanding such notice has failed or refused to pay to the Plaintiff the amount of such losses; all to the damage of the Plaintiff, wherefore he brings this suit and asks judgment in the above amount.

CHASON & STONE

By: Marlone P. Stone, Jr.
Attorneys for Plaintiff

The Plaintiff respectfully demands a trial of this cause by jury.

CHASON & STONE

By: Marlone P. Stone, Jr.
Attorneys for Plaintiff

Ex-10-3-61

HARVEY WEBSTER,

Plaintiff,

vs.

GRADY P. GILBERT, JR.,
Individually and doing
business as Robertsdale
Insurance Agency,

Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

SUMMONS AND COMPLAINT

* * * * *

FILED
1922 FEB 28 PM
ALICE I. BUCK, CLERK
REGISTER

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

Received 28 day of Sept 1921
and on 28 day of Sept 1921
I served a copy of the within at
on Grady P. Gilbert, Jr.
By service on _____

TAYLOR WILKINS, Sheriff
Baldwin County, Ala.
[Signature]

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY [Signature]
DEPUTY SHERIFF

HARVEY WEBSTER,	X	
Plaintiff,	X	
vs.	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
GRADY P. GILBERT, JR.,	X	
Individually and doing	X	AT LAW
business as Robertsdale	X	
Insurance Agency,	X	
Defendant.	X	

AMENDED COMPLAINT

Comes now the Plaintiff in the above styled cause, by his Attorneys and amends his complaint so that the same shall read as follows:

The Plaintiff claims of the Defendant Eight Hundred Seventy-nine Dollars and Forty-six Cents (\$879.46) as damages for that on, to-wit: May 10, 1960, the Defendant, for a valuable consideration, promised to secure a valid fidelity bond in the amount of Two Thousand Dollars (\$2,000.00) insuring the Plaintiff for one year from to-wit: May 14, 1960 to May 13, 1961 against loss or losses by the Plaintiff for and on account of the infidelity or fraudulent acts of D. C. Turberville as an employee of the Plaintiff, and who was, at said time and until, to-wit: July 1, 1960, an employee of the Plaintiff. That although the Defendant promised to secure such fidelity bond covering such loss or losses the Plaintiff alleges that the Defendant failed to secure such fidelity bond and that during the period of time from, to-wit: May 20, 1960, until, to-wit: June 20, 1960, the Plaintiff suffered a loss or losses for and on account of the infidelity of, and fraudulent acts committed by, the said D. C. Turberville as an employee of the Plaintiff in the amount of \$939.46 of which amount the Plaintiff has had restitution only in the amount of \$60.00. And the Plaintiff further alleges that the Defendant breached his contract with the Plaintiff in that he failed to secure said fidelity bond to protect the Plaintiff from such losses and the Defendant has had notice of such losses but notwithstanding such notice has failed or refused to pay to the Plaintiff the amount of such losses;

all to the damage of the Plaintiff, wherefore he brings this
suit and asks judgment in the above amount.

CHASON & STONE

By: Melvin G. Stone, Jr.
Attorneys for Plaintiff

The Plaintiff respectfully demands a trial of this cause by jury.

By: Melvin G. Stone, Jr.
Attorneys for Plaintiff

FILED
JAN 15 1962
ALICE J. DUCK, CLERK
REGISTER

HARVEY WEBSTER,

Plaintiff,

vs.

GRADY P. GILBERT, JR.,
Individually and doing
business as Robertsdale
Insurance Agency,

Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

AMENDED COMPLAINT

* * * * *

FILED

JAN 15 1962

ALICE J. DUCK, CLERK
REGISTER

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

HARVEY WEBSTER,	X	
	X	
Plaintiff,	X	
vs.	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
GRADY P. GILBER, JR.,	X	
Individually and doing	X	AT LAW
business as Robertsdale	X	
Insurance Agency,	X	
	X	
Defendant.	X	

AMENDED COMPLAINT

Comes now the Plaintiff in the above styled cause, by his Attorneys and amends his complaint so that the same shall read as follows:

The Plaintiff claims of the Defendant Eight Hundred Seventy-nine Dollars and Forth-six Cents (4879.46) as damages for that on, to-wit: May 10, 1960, the Defendant, for a valuable consideration, promised to secure a valid fidelity bond in the amount of Two Thousand Dollars (\$2,000.00) insuring the Plaintiff for one year from to-wit: May 14, 1960 to May 13, 1961 against loss or losses by the Plaintiff for and on account of the infidelity or fraudulent acts of D. C. Turberville as an employee of the Plaintiff, and who was, at said time and until, to-wit: July 1, 1960, an employee of the Plaintiff. That although the Defendant promised to secure such fidelity bond covering such loss or losses the Plaintiff alleges that the Defendant failed to secure such fidelity bond and that during the period of time from, to-wit: May 20, 1960, until, to-wit: June 20, 1960, the Plaintiff suffered a loss or losses for and on account of the infidelity of, and fraudulent acts committed by, the said D. C. Turberville during said period of time as an employee of the Plaintiff in the amount of \$939.46 of which amount the Plaintiff has had restitution only in the amount of \$60.00. And the Plaintiff further alleges that the Defendant breached his contract with the Plaintiff in that he failed to secure said fidelity bond to protect the Plaintiff from such losses and the Defendant has had notice of such losses but notwithstanding such notice has failed or refused to pay to the Plaintiff the amount of such losses; all to the damage of the

Plaintiff, wherefore he brings this suit and asks judgment in the above amount.

CHASON & STONE

By: Malcolm S. Stone, Jr.
Attorneys for Plaintiff

The Plaintiff respectfully demands a trial of this cause by jury.

By: Malcolm S. Stone, Jr.
Attorneys for Plaintiff

FILED

FEB 26 1962

ALICE J. DUCK, CLERK
REGISTER

HARVEY WEBSTER,

Plaintiff

vs.

GRADY P. GILBER, JR.,
Individually and doing
business as Robertsdale
Insurance Agency,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

AMENDED COMPLAINT

FILED

FEB 26 1992

AMEL DUK, CLERK
AMEL DUK, REGISTER

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

HARVEY WEBSTER,

Plaintiff,

vs.

GRADY P. GILBERT, JR.,
individually and doing
business as Robertsdale
Insurance Agency,

Defendant.

X
X
X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4892

DEMURRER TO PLEA 2

Comes now the Plaintiff in the above styled cause, by his attorneys, and demurs to plea "2" heretofore filed by the Defendant and assigns the following separate and several grounds in support thereof:

1. Said plea is immaterial.
2. Said plea fails to allege facts which, if proven, would constitute a defense to the cause of action sued upon in the complaint.
3. Said plea does not allege facts which, if proven, would avoid the liability of the Defendant for the acts complained of in the complaint.
4. The facts alleged in said plea do not, as a matter of law, constitute a bar to the right of the Plaintiff to recover.
5. The facts alleged in said plea do not, as a matter of law, constitute a confession by the Defendant of the matters complained of and an avoidance thereof.
6. Said plea does not allege that the Plaintiff, or anyone acting in his behalf, prevented the Defendant from fulfilling the contractual obligation of the Defendant to the Plaintiff, alleged in the complaint.
7. Said plea fails to allege that the Plaintiff requested that the Defendant secure a fidelity bond with The Fidelity & Casualty Company of New York as surety thereof.
8. Said plea fails to allege any act or acts on the part of the Plaintiff which prevented the Defendant from fulfilling his promise to secure a surety bond to protect the Plaintiff against the loss alleged in the complaint.

9. The facts alleged in said plea do not, as a matter of law, establish any justification or excuse for the breach by the Defendant of the contract sued on.

Respectfully submitted,

CHASON & STONE

By:


Attorneys for Plaintiff

FILED

AUG 29 1962

ALICE I. DUCK, CLERK
REGISTER

DEMURRER TO PLEA 2

* * * * *

HARVEY WEBSTER,

Plaintiff,

vs.

GRADY P. GILBERT, JR., in-
dividually and doing business
as Robertsdale Insurance
Agency,

Defendant.

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4892

* * * * *

FILED

AUG 29 1962

ALICE J. DUCK, CLERK
REGISTER

CHASON & STONE

ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

HARVEY WEBSTER,)	
)	
Plaintiff,)	
VS.)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
GRADY P. GILBERT, JR.,)	
individually and doing business)	AT LAW
as Robertsdale Insurance Agency,))	NO. 4892
)	
Defendant.)	

DEMURRER TO AMENDED COMPLAINT

Now comes the defendant, by his attorney, and demurs to the complaint as last amended (the amended complaint filed on February 26, 1962) and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.
2. No facts are alleged on which the relief sought can be granted.
3. It does not set out the alleged contract between the plaintiff and the defendant.
4. It does not allege the substance of the alleged contract between the plaintiff and the defendant.
5. It is vague, indefinite and uncertain in that it does not allege if the alleged contract between the plaintiff and the defendant was oral or written.
6. It is vague, indefinite and uncertain in that it does not describe the kind of fidelity bond which the defendant promised to issue for the plaintiff.
7. No facts are alleged to show any duty on the defendant to issue the bond described in the amended complaint.
8. No facts are alleged to show any duty owing by the defendant to the plaintiff.
9. No facts are alleged to show the breach of any duty owing by the defendant to the plaintiff.
10. The allegations of the amended complaint are conclusions of the pleader.
11. The allegations of the amended complaint are conclusions of the pleader and no facts are alleged to show any consideration for the defendant's alleged promise.

12. The allegations of the amended complaint are vague, indefinite and uncertain in that it does not apprise the defendant with sufficient certainty against what act or acts he is called upon to defend.

13. No facts are alleged to show that the bond, which the defendant is alleged to have agreed to issue, covered the loss which the plaintiff alleged that he has sustained.

14. No facts are alleged to show when the alleged fraudulent acts of D. C. Turberville were committed.

15. No facts are alleged to show any loss to the plaintiff from the happening of any event or peril which would have been covered by the bond which the defendant is alleged to have agreed to secure.

16. No facts are alleged to show that the defendant agreed to obtain a bond which would have insured the plaintiff against the event or perils which caused his damages.

17. No facts are alleged to show the events or perils which the defendant agreed to insure.

18. No facts are alleged to show that the bond which the defendant is alleged to have agreed to secure for the plaintiff covered the alleged infidelity or fraudulent acts of D. C. Turberville.

19. No facts are alleged to show that the bond which the defendant is alleged to have agreed to secure for the plaintiff covered the alleged infidelity or fraudulent acts of D. C. Turberville during the period of time from, to-wit, May 20, 1960, until June 20, 1960.

20. The allegations of the amended complaint are vague, indefinite and uncertain in that the words "valid fidelity bond," as used therein, do not describe with sufficient certainty the kind of bond which the defendant agreed to secure for the plaintiff.

21. No facts are alleged to show how or in what way the defendant breached his alleged contract with the plaintiff.

22. No facts are alleged to show that the failure to secure the bond described in the amended complaint was the fault of the defendant.

23. It affirmatively appears from the allegations of the amended complaint that this is an action to require the defendant to answer for the debt, default or miscarriage of another, to-wit, D. C. Turberville, and no facts are alleged to show that the defendant's alleged agreement was in writing.

J. B. Blase
Attorney for Defendant

FILED

MAR 1 1962

ALICE J. DUCK, CLERK
REGISTER

DEMURRER TO AMENDED COMPLAINT

HARVEY WEBSTER,

Plaintiff,

VS.

GRADY P. GILBERT, JR., individ-
ually and doing business as
Robertsdale Insurance Agency,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4892

FILED

MAR 1 1962

ALICE J. DUCK, CLERK
REGISTER

HARVEY WEBSTER,

Plaintiff,

VS.

GRADY P. GILBERT, JR.,
individually and doing
business as Robertsdale
Insurance Agency,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4892

DEMURRER TO AMENDED COMPLAINT

Now comes the defendant, by his attorney, and demurs to the complaint as last amended (the amended complaint filed on January 15, 1962) and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.
2. No facts are alleged on which the relief sought can be granted.
3. It does not set out the alleged contract between the plaintiff and the defendant.
4. It does not allege the substance of the alleged contract between the plaintiff and the defendant.
5. It is vague, indefinite and uncertain in that it does not allege if the alleged contract between the plaintiff and the defendant was oral or written.
6. It is vague, indefinite and uncertain in that it does not describe the kind of fidelity bond which the defendant promised to issue for the plaintiff.
7. No facts are alleged to show any duty on the defendant to issue the bond described in the amended complaint.
8. No facts are alleged to show any duty owing by the defendant to the plaintiff.
9. No facts are alleged to show the breach of any duty owing by the defendant to the plaintiff.
10. The allegations of the amended complaint are conclusions of the pleader.
11. The allegations of the amended complaint are conclusions of the pleader and no facts are alleged to show any consideration for the defendant's alleged promise.

12. The allegations of the amended complaint are vague, indefinite and uncertain in that it does not apprise the defendant with sufficient certainty against what act or acts he is called upon to defend.

13. No facts are alleged to show that the bond, which the defendant is alleged to have agreed to issue, covered the loss which the plaintiff alleged that he has sustained.

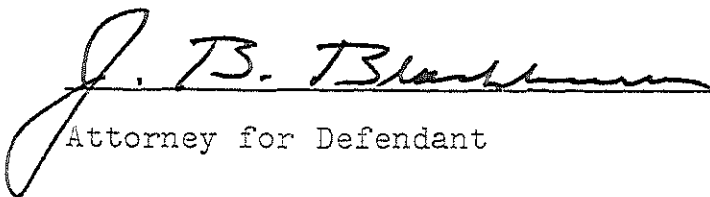
14. No facts are alleged to show when the alleged fraudulent acts of D. C. Turberville were committed.

15. No facts are alleged to show any loss to the plaintiff from the happening of any event or peril which would have been covered by the bond which the defendant is alleged to have agreed to secure.

16. No facts are alleged to show that the defendant agreed to obtain a bond which would have insured the plaintiff against the event or perils which caused his damages.

17. No facts are alleged to show the events or perils which the defendant agreed to insure.

18. No facts are alleged to show that the bond which the defendant is alleged to have agreed to secure for the plaintiff covered the alleged infidelity or fraudulent acts of D. C. Turberville.


Attorney for Defendant

FILED
FEB 13 1962
ALICE J. DUCK, CLERK
REGISTER

DEMURRER TO AMENDED COMPLAINT

HARVEY WEBSTER,

Plaintiff,

VS.

GRADY P. GILBERT, JR., individ-
ually and doing business as
Robertsdale Insurance Agency,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4892

FILED
FEB 13 1962
ALICE J. DUCK, CLERK
REGISTER

144892
Webster
vs
Gilbert

WEBSTER VS. GILBERT

Because of the adverse ruling of the Court in over-
ruling the Plaintiff's demurrer to the Defendant's pleas, the
Plaintiff takes a non-suit with leave to appeal and moves the
Court for an order accordingly, whereupon it is ordered and
adjudged by the Court that a non-suit with leave to appeal be,
and the same is hereby, entered in this cause in accordance with
the Plaintiff's motion and that the Defendant go hence without
day and have and recover of the Plaintiff all costs herein ac-
crued for which execution may issue.

Subscribed in open Court
J. S. [Signature]

HARVEY WEBSTER,

Plaintiff,

VS.

GRADY P. GILBERT, JR.,
individually and doing
business as Robertsdale
Insurance Agency,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4892

DEMURRER TO COMPLAINT

Now comes the defendant, by his attorney, and demurs to the complaint heretofore filed in this cause and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.
2. No facts are alleged on which the relief sought can be granted.
3. It does not allege any contract between the plaintiff and the defendant.
4. It does not allege the substance of any contract between the plaintiff and the defendant.
5. It is vague, indefinite and uncertain in that it does not allege if the alleged contract between the plaintiff and the defendant is oral or written.
6. It is vague, indefinite and uncertain in that it does not describe the kind of bond which the defendant was to issue for the plaintiff.
7. No facts are alleged to show any duty on the defendant to issue the bond described in the complaint.
8. No facts are alleged to show any duty owing by the defendant to the plaintiff.
9. No facts are alleged to show the breach of any duty owing by the defendant to the plaintiff.
10. It affirmatively appears that the plaintiff's alleged cause of action is barred by the one-year statute of limitations.
11. The allegations of the complaint are conclusions of the pleader.

12. The allegations of the complaint are conclusions of the pleader and no facts are alleged to show any consideration for the defendant's alleged promise.

13. The allegations of the complaint are vague, indefinite and uncertain in that no facts are alleged to show the amount of the fidelity bond which the defendant was to secure for the plaintiff.

14. The allegations of the complaint are vague, indefinite and uncertain in that no facts are alleged to show the period of time to be covered by the fidelity bond which the defendant was to secure for the plaintiff.

15. There is a misjoinder of causes of action.

J. B. Blackburn
Attorney for Defendant

FILED

OCT 30 1961

ALICE J. DUCK, CLERK
REGISTER

DEMURRER TO COMPLAINT

HARVEY WEBSTER,

Plaintiff,

VS.

GRADY P. GILBERT, JR., individ-
ually and doing business as
Robertsdale Insurance Agency,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4892

FILED

OCT 30 1961

ALICE J. DUCK, CLERK
REGISTER