

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Delchamps, Inc., a Corporation, 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 Edna Douglas.

Witness my hand, this the 27 day of May, 1966.

Beiseh Duck
CLERK

EDNA DOUGLAS)	IN THE CIRCUIT COURT
)	BALDWIN COUNTY, ALABAMA
PLAINTIFF)	
)	AT LAW
VS)	
DELCHAMPS, INC.)	NUMBER: <u>6996</u>
a CORPORATION)	
)	
DEFENDANT)	

.....


I

Plaintiff claims of Defendant the sum of FIVE-THOUSAND (\$5,000.00) DOLLARS for that on, heretofore, to-wit the 24th day of March, 1966 and days immediately following Defendant knowingly used Plaintiff's name in an advertising scheme or plan called "Lets Go To The Races" game and that Plaintiff did on to-wit, the 24th day of March, 1966 and on divers dates immediately following as a winner under the terms of a certain game, contest or other advertising scheme called "Lets Go To The Races" all without the consent of Plaintiff and for the purpose of trade and the furtherance of Defendant's business; that the use of Plaintiff's name under the said circumstances held up Plaintiff to public notoriety, injured the esteem in which the Plaintiff had been held as an individual, caused her to be subjected to numerous telephone calls and harrassment by persons who would otherwise have remained ignorant of Plaintiff's existance and caused Plaintiff great inconvenience and damage.

II

Plaintiff claims of Defendant the sum of FIVE-HUNDRED (\$500.00) DOLLARS due by it under certain contract dated March

24,1966 whereby Defendant agreed to pay to Plaintiff the sum of \$500.00 as consideration for Plaintiff's granting to Defendant the right to use her name, picture, and freely given statement for any advertising purpose, and that Defendant did so use Plaintiff's name in an advertising purpose, namely to state that she, Plaintiff, had won a prize in Defendant's "Lets Go To The Races" game and that Defendant has never, though often requested, paid to her the said sum of \$500.00, hence this suit.



Attorney for Plaintiff

Defendant may be served at
305 North Water Street
Mobile, Alabama
Plaintiff demands trial by jury.



Wilson Hayes
Attorney for Plaintiff

FILED
MAY 27 1966
ALICE J. BUCK, CLERK
COURT HOUSE

*Executed 5-30-66
Ray W. Bridges - SWS
By J. Fitzpatrick - RAS*

RECEIVED

MAY 27 1966

TAYLOR WILKINS
SHERIFF

30
3

Day of *May* 19 *66*

I served a copy of this writ on *Belchamps, Inc*

by service of *Ray D. Bridges*

RAY D. BRIDGES, Sheriff
BY *Ray D. Bridges*

REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.
MAY 30 9 32 AM '66

F11- 5426

W 720.6991

Edna Douglas

vs.
Belchamps, Inc.
A. Belchamps Pres

FILED

MAY 27 1966

ALICE J. DICK, CLERK

W. Hayes

EDNA DOUGLAS, : IN THE CIRCUIT COURT OF
Plaintiff : BALDWIN COUNTY, ALABAMA
v. : AT LAW
DELCHAMPS, INC., a :
corporation, :
Defendant. : CASE NO. 6991

D E M U R R E R

Comes now Delchamps, Inc., defendant in the above-styled cause, and demurs, separately and severally to each count of the complaint filed herein, and for separate and several grounds of demurrer, sets down and assigns, separately and severally, the following:

1. That it does not state sufficient facts to constitute a cause of action against this defendant.
2. For that it is vague, indefinite and uncertain, in that it does not apprise this defendant with sufficient certainty against what act or acts defendant is called on to defend.
3. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to the plaintiff.
4. For that the averments set up, if true, do not show any liability on the part of this defendant.
5. For that there does not appear sufficient causal connection between this said defendant's breach of duty and plaintiff's alleged damages.
6. For that it does not appear with sufficient certainty when defendant violated any duty it may have owed to plaintiff.

7. For that there are no facts alleged to constitute a cause of action against this defendant.

8. For that the facts alleged are insufficient to constitute a cause of action against this defendant.

9. For that there are no facts alleged to show that plaintiff was damaged as a result of defendant's alleged breach of duty.

10. For that the allegation that plaintiff was held up to public notoriety is but a mere conclusion of the pleader and unsupported by any allegation of fact.

11. For that the allegation that the use of plaintiff's name injured the esteem in which the plaintiff had been held as an individual is but a mere conclusion of the pleader and unsupported by any allegation of fact.

12. For that the allegation that plaintiff was subject to numerous phone calls and harassment by persons as a result of defendant's alleged actions is but a mere conclusion of the pleader and unsupported by any allegation of fact.

13. For that the allegation that plaintiff was caused great inconvenience and damage is but a mere conclusion of the pleader and unsupported by any allegation of fact.

14. For that said count alleges that plaintiff did on to-wit, the 24th day of March, 1966 and on divers dates immediately following as a winner under the terms of a certain game is a vague, indefinite, uncertain and incomplete allegation and totally fails to apprise this

defendant with any degree of certainty against what act or acts this defendant is called upon to defend.

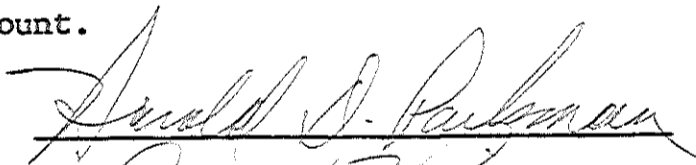

15. For that the allegation that defendant used plaintiff's name in an advertising scheme is a mere conclusion of the pleader and is insufficient in that it is not supported by any allegations of fact.

16. For that there is no allegation that this defendant breached the contract alleged by plaintiff to have been made with this defendant.

17. For that there is no allegation that plaintiff has complied with her part of the alleged contract.

18. For ought that appears, the said \$500.00 which plaintiff alleges defendant promised to pay her is not presently due and payable.

19. For that there is no allegation as to the time of performance by defendant of the alleged contract, and defendant is thus not required to pay any sums under the allegations of this count.



Trial Attorneys for Defendant
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to Wilson Hayes, Esq., Attorney for plaintiff, by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Bay Minette, Alabama, on this the 20th day of June, 1966.

Donald B. Buel

RECEIVED
JUN 22 1966
U.S. MAIL
BAY MINETTE, ALABAMA